

Signed at Auckland August 17, 2012

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA AND
THE GOVERNMENT OF NEW ZEALAND ON ANTARCTIC COOPERATION

The Government of the Republic of Korea and the Government of New Zealand (hereinafter referred to as "the Parties"):

Conscious of the long-standing, close and wide-ranging relationship between the two countries;

Considering that the two countries are both Consultative Parties to the Antarctic Treaty, done at Washington on 1 December 1959;

Underlining the special importance that the Parties attach to the protection of the Antarctic and its dependent and associated ecosystems;

Recalling the principles of cooperation included in the Antarctic Treaty and the Environmental Protocol to the Antarctic Treaty, the latter done at Madrid on 4 October 1991;

Further recalling the objective of the Convention on the Conservation of Antarctic Marine Living Resources, done at Canberra on 20 May 1980;

Bearing in mind that New Zealand is one of the most important gateways to Antarctica and is well placed to provide assistance to Antarctic scientific research programmes;

Noting the Republic of Korea's plan to establish a new scientific research base in Terra Nova Bay and that transiting through New Zealand will facilitate the operation of logistical support for the Republic of Korea's Antarctic Research Programme; and

Taking account of their mutual desire to further enhance their engagement and dialogue with each other on Antarctic matters;

Have agreed as follows:

Article 1

Cooperation and Consultation

1. The Parties agree to cooperate in Antarctic scientific research for peaceful purposes and for their mutual benefit and to further strengthen the extensive bilateral cooperation in the scientific field between the Republic of Korea and New Zealand.
2. The Parties shall, through their respective Foreign Ministries:
 - (a) consult regularly on Antarctic subjects of common interest, including the conservation of Antarctic marine living resources and political, scientific and environmental issues within the context of the Antarctic Treaty System; and
 - (b) explore possibilities for coordinating their policies in international fora that deal with Antarctic matters.

Article 2

Logistical and Scientific Cooperative Activities

1. Each Party shall designate an agency to be responsible for the coordination and facilitation of logistical and scientific cooperative activities under this Agreement, and notify the details of such agency to the other Party. The Parties shall notify each other promptly of any amendments to the details of their designated agency.
2. The designated agencies of the Parties shall consult with a view to developing logistical and scientific cooperative activities, including the provision of logistical support for each other's Antarctic programmes where possible. Logistical and scientific cooperative activities shall be the subject of specific subsidiary arrangements as may be deemed appropriate by the designated agencies of the Parties.

Article 3

Provision of Information by the Republic of Korea

The designated agencies of the Parties shall consult on a timely basis each year on:

- (a) the expected size of the Korean Antarctic Research Programme for the forthcoming Antarctic summer season, including personnel, ships and aircraft, in so far as the use of facilities in New Zealand may be involved; and
- (b) the ports, airports and any other necessary services requested for use in New Zealand by the Korean Antarctic Research Programme for their personnel, ships and aircraft transiting through New Zealand en route to and from Antarctica

during the forthcoming Antarctic summer season.

Article 4

Facilitation by New Zealand

Subject to agreement between the Parties on the size of the Republic of Korea's Antarctic operations for which the use of facilities in New Zealand may be involved in each Antarctic summer season, New Zealand shall:

- (a) consistent with its laws and regulations, facilitate as far as possible entry into, exit from and stay in New Zealand of personnel engaged in the Korean Antarctic Research Programme, other than persons who are nationals of or ordinarily resident in New Zealand. Provided such personnel meet New Zealand's standard temporary entry requirements, New Zealand agrees to issue them visas on arrival, valid for the period of their assignment with the Korean Antarctic Research Programme, up to a maximum of 12 months; and
- (b) consistent with its laws and regulations including those relating to agricultural health inspection, facilitate as far as possible the entry into and exit from New Zealand of ships, aircraft, equipment and materials to be used in the Korean Antarctic Research Programme, as well as the personal effects of personnel engaged in the Korean Antarctic Research Programme. New Zealand shall exempt equipment and materials imported into and then exported out of New Zealand by, and for use in, the Korean Antarctic Research Programme from taxes and customs duties.

Article 5

Costs

Each Party shall meet the costs of its participation in any activities envisaged or undertaken under this Agreement.

Article 6

Consultations

The Parties agree to consult together at any time, at the request of either Party, regarding the interpretation or implementation of this Agreement.

Article 7

Application to Tokelau

This Agreement shall not apply to Tokelau.

Article 8
Entry into Force, Amendment and Termination

1. This Agreement shall enter into force 30 days after the date on which the Parties have notified each other in writing that they have completed their necessary domestic procedures for the entry into force of this Agreement.

2. This Agreement may be amended at any time with the written consent of both Parties through the exchange of diplomatic notes. Any such amendment shall enter into force in accordance with the procedures stipulated in paragraph 1 of this Article.

3. Either Party may at any time give to the other Party written notice of its intention to terminate this Agreement. In such case this Agreement shall terminate after the expiration of one year from the date on which the notice is received.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE in duplicate at Auckland, on 17th August 2012, in the Korean and English languages, both versions being equally authentic.

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

FOR THE GOVERNMENT OF
NEW ZEALAND