

No. 30332

**REPUBLIC OF KOREA
and
RUSSIAN FEDERATION**

**Agreement concerning cooperation and mutual assistance in
customs matters. Signed at Seoul on 19 November 1992**

Authentic texts: Korean, Russian and English.

Registered by the Republic of Korea on 6 October 1993.

**RÉPUBLIQUE DE CORÉE
et
FÉDÉRATION DE RUSSIE**

**Accord concernant la coopération et l'assistance mutuelle en
matière douanière. Signé à Séoul le 19 novembre 1992**

Textes authentiques : coréen, russe et anglais.

Enregistré par la République de Corée le 6 octobre 1993.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION CONCERNING CO-OPERATION AND MUTUAL ASSISTANCE IN CUSTOMS MATTERS

The Governments of the Republic of Korea and the Russian Federation (hereinafter referred to as "the Contracting Parties"),

Considering that offences against customs legislation are prejudicial to the economic, fiscal, social and commercial interests of their respective countries as well as to the legitimate interests of trade;

Considering the importance of assuring the accurate assessment of customs duties and other taxes collected on the importation or exportation of goods, as well as the proper implementation of provisions of control on external trade which their respective Customs Authorities enforce;

Convinced that efforts to prevent offences against customs legislation and efforts to ensure accurate collection of import and export duties and taxes can be rendered more effective through co-operation between their Customs Authorities;

Having regard to the Recommendation of the Customs Co-operation Council on Mutual Administrative Assistance of December 5, 1953;

Have agreed as follows:

Article 1
Definitions

For the purposes of this Agreement,

1. "Customs legislation" shall mean provisions laid down by laws or regulations concerning the importation, exportation, transit of goods or

¹Came into force on 19 December 1992, i.e., the thirtieth day from the date of signature, in accordance with article 15 (1).

any other customs procedure, whether related to customs duties and other taxes collected by the Customs Authorities or to measures of prohibition, restriction or control regarding the movement of goods across their national boundaries.

2. "Offence" shall mean any violation of customs legislation as well as any attempted violation of such legislation.

3. "Customs Authority" shall mean, in the Republic of Korea, the Korean Customs Administration and, in the Russian Federation, the State Customs Committee.

4. "Applicant Customs Authority" shall mean the competent Customs Authority of a Contracting Party which makes a request for assistance in customs matters.

5. "Requested Customs Authority" shall mean the competent Customs Authority of a Contracting Party which receives a request for assistance in customs matters.

Article 2 Scope of Agreement

1. The Contracting Parties through their Customs Authorities shall, in accordance with the provisions of this Agreement,

- a) assist each other in order to ensure that customs legislation is properly followed;
- b) assist each other in the prevention, investigation and repression of offences;
- c) upon request, assist each other by providing information to be used in administering and enforcing the customs legislation;

- d) endeavour to co-operate in the research, development and testing of new customs procedures, in the training and exchange of personnel and in other matters that may require their joint efforts; and
 - e) strive for harmony and uniformity in customs systems, in improving customs techniques and in resolving problems of customs administration and enforcement.
2. The assistance mentioned in paragraphs 1 a), b) and (c) shall be provided for use in all proceedings, whether judicial, administrative or investigative.
3. Assistance within the framework of this Agreement shall be provided in accordance with the legislation in force in the territory of the requested Contracting Party and within the competence and resources of the requested Customs Authority.
4. No provisions in this Agreement shall be interpreted in a manner which would restrict mutual assistance practices presently in effect between the Contracting Parties.

Article 3
Exemptions from the Obligation to Provide Assistance

1. If the requested Customs Authority considers that compliance with a request would infringe upon the sovereignty, public order, security or other essential interests of the requested Contracting Party or would involve violation of an industrial, commercial or professional secret in the territory of that Contracting Party, it may refuse to provide its assistance in whole or in part, or may stipulate that compliance may be made subject to the fulfillment of certain conditions or requirements.

2. If a request for assistance cannot be complied with, the applicant Customs Authority shall be notified without delay and shall be informed of the reasons for the refusal to provide assistance.

3. If a Customs Authority asks for assistance which it would itself be unable to give if asked to do so by the Customs Authority of the other Contracting Party, it shall draw attention to that fact in its request. Compliance with such a request shall be within the discretion of the requested Customs Authority.

Article 4

Form and Substance of Requests for Assistance

1. Requests pursuant to this Agreement shall be made in writing. Documents necessary for the execution of such requests shall accompany the request. When required because of the urgency of the situation, oral requests may be accepted, but shall be confirmed in writing without delay.

2. Requests pursuant to this Agreement will include the following information:

- a) the identity of the Customs Authority making the request;
- b) the nature of the proceedings in respect of which the request is made;
- c) the object of and the reason for the request;
- d) the names and addresses of the parties to whom the request relates, if known; and
- e) a brief description of the subject of the request and the legal issues involved.

3. Requests shall be submitted in an official language of the requested Contracting Party or in the English language.

4. If a request does not meet the formal requirements, its correction or completion may be demanded.

Article 5
Obligation to Observe Confidentiality

1. The information, documents and other communications received by the Customs Authority of either Contracting Party under this Agreement shall be treated as confidential and shall be granted the protection extended to the same kind of information and documents under the legislation in force in the territory of the Contracting Party which received it.

2. Information, documents and other communications made available under this Agreement shall not be used for purposes other than those specified in this Agreement without the written consent of the Customs Authority which furnished them.

Article 6
Channel of Communication

1. Assistance shall be carried out in direct communication between officials designated by the Heads of the respective Customs Authorities.

2. In case the requested Customs Authority is not the appropriate agency to comply with a request, it shall transmit the request to the appropriate agency.

Article 7
Response to Requests

1. The requested Customs Authority shall carry out all official measures necessary to respond to the request, and shall endeavour to seek any legal action necessary to carry out the request.

2. The Customs Authority of either Contracting Party shall, upon the request of the Customs Authority of the other Contracting Party, conduct any necessary investigation, including the interviewing of persons suspected of having committed an offence, as well as of experts and witnesses.
3. The Customs Authority of either Contracting Party shall, upon the request of the Customs Authority of the other Contracting Party, attempt to gather and verify information and make investigations relating to matters referred to in Article 2, 1. b) and c).
4. The requested Customs Authority shall comply with a request to follow a certain procedure in response to a request, unless that procedure would conflict with the legislation or normal practice in force in the territory of the requested Contracting Party.
5. The Customs Authority of the applicant Contracting Party shall, if it so requests, be advised of the time and place of the action to be taken in response to its request.

Article 8
Documents and other Materials

1. Subject to the constraints of domestic legislation, the Customs Authority of one Contracting Party shall, upon request, supply to the Customs Authority of the other Contracting Party such reports, records of evidence, certified copies of documents or other materials which may be considered as essential for proceedings in the territory of the other Contracting Party.

2. Original documents or other materials shall be requested only in cases where certified copies would be insufficient. Those original documents and other materials which have been transmitted shall be returned at the earliest opportunity.

3. The documents provided for in this Agreement may be replaced by computerized information produced in any form for the same purpose. All relevant information for the interpretation or utilization of the materials should be supplied at the same time.

Article 9
Exchange of Information

The Customs Authorities of the two Contracting Parties shall communicate to each other:

- (1) on their own initiative or upon request and without undue delay, any available information relating to:
 - (a) activities that may result in the commission of an offence that could involve substantial damage to the economy, public health, public security, or any other vital interest of the other Contracting Party;
 - (b) enforcement techniques that might be useful in suppressing offences and, in particular, any technical aids found to be helpful in combating such offences;
 - (c) new methods used in committing offences;
 - (d) observations and findings resulting from the application of new enforcement techniques; and
 - (e) techniques and improved methods for processing passengers and cargo;

upon request and without undue delay, any available information relating to:

- (a) goods exported from the territory of one Contracting Party to that of the other Contracting Party and the customs procedures used for clearing the goods;
- (b) the movement of persons, goods, vessels, vehicles and aircrafts between the territories of the Contracting Parties;
- (c) the movement of goods especially those which could be used for threatening the national security of each Contracting Party;
- (d) the computer management of customs clearance procedures;
- (e) the collection of customs duties, other taxes, fees and charges levied by the Customs Authorities and, in particular, information which may help to assess the value of goods for customs purposes and to establish their tariff classification;
- (f) the implementation of import and export prohibitions and restrictions; and
- (g) the application of national rules of origin not covered by other arrangements concluded by one or both of the Contracting Parties.

Article 10
Surveillance of Conveyances, Goods and Persons

The Customs Authority of one Contracting Party shall, at the request of the Customs Authority of the other Contracting Party, exercise to the extent of its ability, special surveillance over:

- a) the means of transportation known to be, or suspected of being, used to carry out offences within the territory of the applicant Contracting Party;

- b) goods suspected by the applicant Contracting Party as the object of an extensive clandestine trade being imported to or exported from its territory, and
- c) persons known to be, or suspected by the applicant Contracting Party of being, engaged in the commission of an offence.

Article 11
Technical Assistance

Customs Authorities of the Contracting Parties will provide each other technical assistance in the area of customs matters including:

- a) exchange of customs officers when mutually beneficial for the purpose of advancing the understanding of each other's techniques;
- b) training and assistance in developing specialized skills of the customs officers;
- c) exchange of information and experience in the usage of the interdiction and detection equipment;
- d) exchange of experts knowledgeable in the field of customs matters; and
- e) exchange of professional, scientific and technical data relating to customs laws, regulations and procedures.

Article 12
Costs

Expenses incurred by the requested Customs Authority in carrying out a request under this Agreement shall be borne by that Customs Authority.

Reimbursement of expenses incurred in the execution of Article 11 may be specially arranged by the Customs Authorities of the Contracting Parties.

Article 13
Implementation

1. Implementation of this Agreement shall be carried out directly by the Customs Authorities of the Contracting Parties. The Heads of those Authorities shall mutually agree on detailed arrangements for implementation thereof.
2. The Contracting Parties shall endeavour by mutual accord to resolve any problem or doubt arising from the interpretation or application of this Agreement.

Article 14
Territorial Applicability

This Agreement shall apply to the customs territory of the Republic of Korea and to the customs territory of the Russian Federation.

Article 15
Entry into force and Termination

1. This Agreement shall enter into force on the thirtieth day from the date of its signing and shall cease to be in force six months after the date of a written notification of one of the Contracting Parties about its intention to terminate the Agreement.
2. The representatives of the Contracting Parties shall meet in order to review this Agreement at the end of 5 years from the date of its signing, unless the Contracting Parties notify each other in writing that no review is necessary.

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

Done in Seoul, on 19th November 1992, in duplicate each in the Korean, Russian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government
of the Republic of Korea:

백 권 구¹

For the Government
of the Russian Federation:

Анатолий С. Круглов²

¹ Paik Won-ku.

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