

Signed at Seoul September 16, 1994  
Entered into force April 29, 1995

**Agreement between the Government of the Republic of Korea and the Government of the People ' s Republic of China concerning Cooperation and Mutual Assistance in Customs Matters**

The Government of the Republic of Korea and the Government of the People ' s Republic of China(hereinafter referred to as "the Parties"),

Acknowledging their desire to cooperate to the maximum extent in taking measures for the prevention and detection of offences against Customs law,

Convinced that efforts to prevent Customs offences can be rendered more effective by cooperation between their Customs Authorities,

Desiring to develop friendly relations and cooperation between their Customs Authorities,

Having regard to the Recommendation of the Customs Cooperation Council on Mutual Administrative Assistance of December 5, 1953,

Have agreed as follows:

**Article 1**  
**Definitions**

For the purposes of this Agreement,

1. "Customs Authority" means, in the Republic of Korea, the Korean Customs Administration and, in the People ' s Republic of China, the Customs General Administration.
2. "Customs law" means, the laws and regulations enforced or administered by the Customs Authorities of the two countries.
3. "Offence" means any violation or attempted violation of Customs law.

**Article 2**  
**Scope of the Agreement**

Subject to the laws and regulations and within the competence of their respective Customs Authorities, the Parties shall, in accordance with the provisions of this Agreement:

1. assist each other in the prevention, investigation and repression of offences. Such assistance shall be extended upon request to help in the assessment of Customs duties and other taxes by the Customs Authority, but it shall not include the arrest or detention of

any person or the seizure or detention of property or the collection of Customs duties, taxes, fines or other money;

2. assist each other by providing information, upon request, to be used in enforcing and administering the Customs law;
3. endeavor to co-operate in the research, development and testing of new Customs procedures and in the training and exchange of personnel; and
4. strive for harmony and uniformity in Customs systems, in improving Customs techniques and in resolving problems of Customs administration and enforcement.

### **Article 3** **Obligation to Observe Confidentiality**

1. Inquiries, information, documents and other communications received by either Party under this Agreement shall, upon request of the supplying Party, be treated as confidential. The reasons for such a request will be stated.
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 4** **Exemptions from the Obligation to Provide Assistance**

1. If the requested Party considers that compliance with request would infringe upon its sovereignty, public order, security or other essential interests, or involve violation of an industrial, commercial or professional secret in its territory, it may refuse to provide its assistance in whole or in part, or may stipulate that compliance may be subject to the fulfillment of certain conditions or requirements.
2. If a request for assistance cannot be complied with, the requesting Party shall be informed, without delay, 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 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 5** **Form and Substance of Requests for Assistance**

1. Requests pursuant to this Agreement shall be made in writing in English and shall be accompanied by documents necessary for the execution of such requests. 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 paragraph 1 of this Article shall include the following information:

- a) the identity of the 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 under the Customs law.

## **Article 6**

### **Costs**

Expenses incurred by the requested Party in executing the request under this Agreement, unless otherwise agreed upon, shall be borne by that Party.

## **Article 7**

### **Channel of Communication**

Assistance shall be provided through direct communication between the officials designated by the Heads of the respective Customs Authorities.

## **Article 8**

### **Exchange of Information**

The 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 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 Customs processing of passengers and cargoes.
- 2. upon request and without undue delay, any available information relating to:
  - a) goods exported from the territory of one Party to that of the other Party and the Customs procedures used for clearing the goods;
  - b) the movement of persons, goods, vessels, vehicles and aircraft between the territories of the Parties;
  - c) the computer management of Customs clearance procedures;
  - d) the collection of Customs duties, other taxes, fees and charges by the Customs Authorities and, in particular, information which may help to assess the value of goods for Customs purposes and to establish the tariff classification;

- e) the implementation of import and export prohibitions and restrictions; and
- f) the application of national rules of origin not covered by other agreements concluded by one or both of the Parties.

#### **Article 9**

##### **Special Surveillance of Conveyances, Goods and Persons**

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

1. particular means of transportation known to be, or suspected of being, used to commit offences against the Customs law of the requesting Party;
2. goods suspected by the requesting Party as the object of an extensive clandestine trade being imported to or exported from its territory; and
3. persons known to be, or suspected by the requesting Party of being, engaged in the commission of an offence against the Customs law of the requesting Party.

#### **Article 10**

##### **Technical Assistance**

The Customs Authorities of the Parties shall provide each other technical assistance in the area of Customs matters including:

1. exchange of Customs officers and experts when mutually beneficial for the purpose of advancing the understanding of each other's techniques;
2. training and assistance in developing specialized skills of the Customs officers; and
3. exchange of professional, scientific and technical data relating to Customs law and procedures.

#### **Article 11**

##### **Territorial Applicability**

This Agreement shall apply to the Customs territory of the Republic of Korea and the Customs territory of the People's Republic of China.

#### **Article 12**

##### **Entry into Effect and Termination**

1. The Parties shall notify each other by an exchange of diplomatic notice that all necessary national legal requirements for entry into force have been fulfilled. This Agreement shall enter into effect thirty days after the last notification has been received.

2. This Agreement is of unlimited duration, but each Party may, at any time, request its termination by sending a written notice through diplomatic channels to the other Party. This Agreement shall cease to be in force six (6) months following the date of the other Party ' s receipt of the notice of termination.

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

Done at Seoul on September 16, 1994, in duplicate in the Korean, Chinese 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

/Sgd./ /Sgd./

Lee Hwan-kyun Qian Guanlin

FOR THE GOVERNMENT OF THE  
PEOPLE ' S REPUBLIC OF CHINA