



Korea No. 1 (2012)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of the Republic of Korea
concerning the Readmission of Persons

[The Agreement is not yet in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 2012*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING THE
READMISSION OF PERSONS**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Korea (hereinafter referred to as the “Contracting Parties”),

Based on the friendly relations between the two countries and their peoples,

Intending to effectively counteract illegal immigration into their territories in the spirit of international efforts,

Prompted by the desire to facilitate the readmission into their territories of own nationals who are staying illegally in the territory of the other Contracting Party, in accordance with the general principles of international law, the respective national laws of the two countries, and in the spirit of trust and cooperation,

Have agreed as follows:

SECTION I

Readmission of Own Nationals

ARTICLE 1

1. Each Contracting Party shall readmit persons who do not, or no longer, meet the applicable entry or residence requirements in the territory of the requesting Contracting Party, if proof or prima facie evidence is furnished of the fact that such persons possess the nationality of the requested Contracting Party.

2. Paragraph 1 shall also apply to persons who, after entering the territory of the requesting Contracting Party, have lost the nationality of the requested Contracting Party and have not acquired another nationality or have not at least been promised naturalisation by the requesting Contracting Party.

ARTICLE 2

1. Proof of nationality shall be deemed furnished through:

- (a) citizenship certificates;
- (b) passports of any kind (national passports, diplomatic passports, service passports), emergency travel documents; or

- (c) children's passports;

In these cases, the person concerned shall be readmitted by the requested Contracting Party without any formalities.

- 2. Prima facie evidence of nationality shall be deemed furnished through:
 - (a) copies of any of the documents proving the nationality of the person concerned as listed in paragraph 1 above;
 - (b) driving licences or copies thereof;
 - (c) birth certificates or copies thereof;
 - (d) results of an interview with the person concerned conducted by the competent diplomatic representatives of the requested Contracting Party; or
 - (e) any other document which may help to establish the nationality of the person concerned.
- 3. The documents listed in paragraphs 1 and 2 above shall suffice as proof or prima facie evidence of nationality even if their period of validity has lapsed.

ARTICLE 3

- 1. In the absence of proof as to nationality, readmission shall be governed by a readmission request. Any readmission request is to contain the following information, depending on the availability of documents or the statements of the person concerned to be readmitted:
 - (a) an original copy of the fingerprints of the person concerned, his or her gender and claimed date of birth;
 - (b) where a copy of fingerprints of the person concerned is not provided as part of the readmission request, the particulars of the person concerned (surname, given names, date of birth, and where possible, place of birth, and the last place of residence in the territory of the requested Contracting Party);
 - (c) indication of the means by which prima facie evidence of nationality will be furnished;
 - (d) a statement indicating that the person concerned may need assistance, help or care owing to sickness or old age, provided he or she has consented to such statement being made; and

- (e) any protection or security measure which may be necessary in the individual return case.

2. Where a person is to be readmitted in accordance with Article 1(2), the readmission request shall be filed within twelve (12) months after the competent authority of the requesting Contracting Party has learned that person's loss of nationality. If the person concerned lost the nationality of the requested Contracting Party prior to the entry into force of this Agreement, this time limit shall begin to run upon the entry into force of this Agreement.

3. If there are doubts about the prima facie evidence of nationality, within three (3) days after the readmission request is received, representatives of the requested Contracting Party in the territory of the requesting Contracting Party shall interview the person.

4. The requested Contracting Party shall reply to a readmission request without undue delay, and in any event within a maximum period of twenty (20) working days. This time limit shall begin to run on the date of receipt of the readmission request by the competent authority of the requested Contracting Party. Upon expiry of this time limit the readmission shall be deemed to have been agreed to. Upon agreement to the readmission, the person concerned may be immediately returned to the territory of the requested Contracting Party, who will provide the relevant travel document. The requested Contracting Party may consult with the requesting Contracting Party about the number of the persons to be returned within a certain period of time.

5. Upon agreement to the readmission, the requested Contracting Party will at the same time provide the requesting Contracting Party with particulars of the person to be readmitted (surname, given names, and resident registration number or its equivalent).

6. Upon agreement to the readmission, the requested Contracting Party will provide the person to be readmitted with the relevant travel document to be allowed to be readmitted to the territory of the requested Contracting Party if required. The competent authority of the requested Contracting Party will provide the relevant travel document within a maximum of five (5) working days of receipt of a request from the competent authority of the requesting Contracting Party. The validity period of the relevant travel document will be a minimum of twenty (20) working days.

7. The competent authority of the requesting Contracting Party shall inform the competent authority of the requested Contracting Party without any undue delay of the date of return of the person concerned, at the latest three (3) working days prior to the scheduled return.

ARTICLE 4

The requesting Contracting Party shall allow the re-entry into its territory without particular formalities of any person readmitted by the requested Contracting Party if it is established, within a period of three (3) months after the readmission of the person concerned into the territory of the requested Contracting Party, that the requirements for readmission by the requested Contracting Party under Article 1 were not met.

SECTION II

Return by Air

ARTICLE 5

Where a person is to be returned in accordance with Article 1, such return is, as a rule, to be effected by air. Where aviation security so requires, the returnees shall be accompanied by specialised security staff.

SECTION III

Data Protection

ARTICLE 6

1. Insofar as personal data has to be communicated in order to implement this Agreement, such information may include only the following:

- (a) the particulars of the person to be readmitted (surname, given names, resident registration number or its equivalent);
- (b) identity card or passport (number, period of validity, date of issue, issuing authority, place of issue, etc);
- (c) other details needed to identify the person to be readmitted;
- (d) stopping places and itineraries; or
- (e) any other information at the request of the requested Contracting Party which it needs in order to examine the readmission requirements pursuant to this Agreement.

2. Insofar as personal data is to be communicated pursuant to this Agreement, the following provisions shall apply, subject to the respective national laws and regulations of each Contracting Party:

- (a) personal data may only be communicated between the competent authorities of the Contracting Parties. The receiving competent authority of a Contracting Party (hereinafter in this paragraph referred to as the “receiving authority”) shall not communicate or disclose the communicated personal data to any other bodies without the prior written consent of the communicating authority of the other Contracting Party (hereinafter in this paragraph referred to as the “communicating authority”);
- (b) use of the data by the receiving authority is permissible only for the purpose stated and under the conditions provided by the communicating authority;
- (c) upon request, the receiving authority shall inform the communicating authority of the use of the communicated data and of the results obtained therefrom;
- (d) the communicating authority shall ensure that the data to be communicated is accurate, necessary and proportionate in relation to the purpose for which it is communicated. In so doing, the information protection provisions of the relevant national laws shall be complied with. If it is found that data has been communicated that is inaccurate or is not permitted to be communicated, the receiving authority shall be informed thereof immediately. The receiving authority shall correct or erase such data within twenty-four (24) hours of notification;
- (e) to provide further safeguards for the privacy, security, confidentiality and integrity, the receiving authority must notify the communicating authority as soon as reasonably practicable, but no later than twenty-four (24) hours after becoming aware of any breach of the security of the information systems containing, or unauthorised use or disclosure of, any personal information shared under this Agreement;
- (f) the communicating authority and the receiving authority shall make a written record of the communication and receipt of personal data;
- (g) the communicating authority and the receiving authority shall securely transfer and effectively protect communicated personal data against unauthorised access, modification or disclosure;
- (h) each Contracting Party confirms that it will maintain a system accessible to individuals that, regardless of their nationality, allows individuals to request information about them that was received under this Agreement, and to request correction or notation of such information; and
- (i) each Contracting Party is expected to assess the continued relevance of the information received under this Agreement for its immigration and

nationality purposes, and to destroy the information securely when it is no longer relevant.

SECTION IV

Costs and Competent Authorities

ARTICLE 7

All costs associated with the return of the persons concerned as far as to the border of the territory of the requested Contracting Party shall be borne by the requesting Contracting Party. Where persons return to the territory of the requesting Contracting Party in accordance with Article 4, the requesting Contracting Party shall also bear the necessary costs of the journey back.

ARTICLE 8

1. The competent authorities of the Contracting Parties are:
 - (a) as regards the application for and processing of readmission requests in accordance with Article 3:
 - (i) for the Republic of Korea:

Ministry of Foreign Affairs and Trade (for processing of readmission requests)

Korea Immigration Service, Ministry of Justice (for application for readmission requests)
 - (ii) for the United Kingdom:

UK Border Agency
 - (b) for receiving readmission requests:
 - (i) for the Republic of Korea:

the competent diplomatic representation of the Republic of Korea in the United Kingdom
 - (ii) for the United Kingdom:

the competent diplomatic representation of the United Kingdom in the Republic of Korea.

2. The Contracting Parties shall inform each other without undue delay of any changes to the above information.

SECTION V

Final Provisions

ARTICLE 9

1. Any disputes arising from the interpretation or implementation of this Agreement shall be settled through consultations between the Contracting Parties.
2. The Contracting Parties undertake to cooperate closely in the interpretation and implementation of this Agreement. To this end, the Contracting Parties shall establish a Joint Expert Committee composed of representatives of their respective competent authorities. The Committee shall observe the provisions and time limits stipulated in this Agreement.

ARTICLE 10

This Agreement shall not affect the obligations of the Contracting Parties arising from other international agreements to which they are party.

ARTICLE 11

1. Each Contracting State shall notify the other of the completion of the constitutional formalities required by its laws for the entry into force of this Agreement. This Agreement shall enter into force on the date of the later of these notifications.
2. This Agreement shall remain in force for an indefinite period.

ARTICLE 12

1. Either Contracting Party may terminate this Agreement by notifying the other Contracting Party, in writing, through diplomatic channels of its intention to terminate it. This Agreement shall be terminated on the ninetieth day following the date of receipt of such notification by that other Contracting Party.
2. For reasons of public security, order or health, either Contracting Party may also wholly or partially suspend this Agreement, except Section 1, by notifying the other Contracting Party, in writing, through diplomatic channels of its intention to suspend it. This Agreement shall be suspended on the first day of the month

following the month in which such notification was received by the other Contracting Party.

3. This Agreement may be amended with the mutual written consent of the Contracting Parties.

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

Done in duplicate at London, this Twentieth day of December, 2011 in the English and Korean languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF
THE UNITED KINGDOM OF
GREAT BRITAIN AND
NORTHERN IRELAND:**

**FOR THE GOVERNMENT
OF THE REPUBLIC OF
KOREA:**

JEREMY BROWN

CHOO KYO-HO



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