

K oznámeniu č. 565/2007 Z. z.

AGREEMENT

between the Government of the Slovak Republic and Government of the Republic of Korea on the Mutual Recognition and Exchange of Domestic Driving Licences

The Ministry of Foreign Affairs of the Slovak Republic presents its compliments to the Embassy of the Republic of Korea to the Slovak Republic and, on behalf of the Government of the Slovak Republic, has the honour to propose the conclusion of an Agreement between the Government of the Slovak Republic and Government of the Republic of Korea on the Mutual Recognition and Exchange of Domestic Driving Licences, as follows:

„The Government of the Slovak Republic and the Government of the Republic of Korea (hereinafter referred to as the „Contracting Parties“),

In the interest of facilitating road traffic in the territory of both countries; and

Intending to ensure the mutual recognition and exchange of driving licences issued in the Slovak Republic and the Republic of Korea,

Have agreed as follows:

Article 1

(1) The Contracting Parties shall mutually recognize, for the purpose of exchange, driving licences issued by the competent authority of the other Contracting Party. Driving licences shall be exchanged in accordance with the table of equivalence set out in the Annex to this Agreement.

(2) The holders of valid, non-temporary driving licences issued by the competent authority of one Contracting Party, who have been issued a resident permit in the territory of the other Contracting Party, may at any time apply to the competent authority of that other Contracting Party for the exchange of their driving licences for driving licences issued by that other Contracting Party, if they wish to drive motor vehicles in the territory of that other Contracting Party, according to the provisions of this Agreement.

(3) The Contracting Parties shall exchange the driving licences, in accordance with paragraph 2 of this Article, without requiring the applicants to undergo any examinations relating to the applicants' ability to drive a motor vehicle.

(4) Paragraph 3 of this Article shall not affect the national legislation of either country relating to restrictions on driving based on the age, health or mental condition of an applicant for a driving licence.

(5) Driving licences issued to driving course participants or to persons who are learning to drive in accordance with

national legislation of the Contracting Parties are not the subject of the mutual recognition of driving licences for the purpose of exchange according to this Agreement.

Article 2

(1) The competent authority of the Contracting Party carrying out an exchange may require the applicant to submit the original driving licence issued by the other Contracting Party, accompanied with a certified translation into that country's language, or into the English language.

(2) The competent authority of the Contracting Party carrying out the exchange may require the applicant to submit the confirmation of health or mental capability to drive the motor vehicles of the relevant licence classification, and may deny the exchange of driving licences if the health or mental capability of the applicant fails to meet the required level for the relevant licence.

(3) The competent authority of the Contracting Party carrying out the exchange may require the applicant to provide any other documents and fees required in accordance with its national legislation.

Article 3

At the time of the implementation of this Agreement, the competent authorities of the Contracting Parties may apply their national legislation concerning the registration of drivers.

Article 4

In case of doubts related to the validity or authenticity of a driving licence submitted for exchange, the competent authority carrying out the exchange may request the competent authority of the other Contracting Party to verify the validity or the authenticity of that driving licence.

Article 5

(1) Original driving licences taken for the purposes of exchange by the competent authority of a Contracting Party shall be handed over to the competent authority of the other Contracting Party through diplomatic channels.

(2) Upon receiving an original driving licence, the competent authority of the receiving Contracting Party shall inform the competent authority of the sending

Contracting Party of any inaccuracies or errors concerning its validity or authenticity.

Article 6

(1) The Contracting Parties shall provide each other, through diplomatic channels, prior to the entry into the force of this Agreement with the following:

- a) full names, addresses, phone and fax numbers and e-mail addresses of their competent authorities and,
- b) specimens of their valid driving licences covered by the Annex to this Agreement.

(2) The Contracting Parties shall promptly inform each other, through diplomatic channels, of any changes to their driving licences or any changes or amendments to their national legislation which may affect the implementation of this Agreement, as well as of any changes in the contact information of their competent authorities.

Article 7

Communication between the competent authorities of the Contracting Parties, referred to in Article 4 and Article 5(2) of this Agreement, and communication through diplomatic channels under Article 5(1) and Article 6 of this Agreement, shall be carried out in the English language.

Article 8

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

(2) This Agreement shall be implemented in accordance with the national legislation in force of each Contracting Party.

Article 9

(1) This Agreement shall enter into force on the thirtieth (30th) day following date of the receipt of the last notification indicating the fulfillment by the Contracting Parties of all domestic requirements for its entry into force. It shall remain in force for an indefinite period of time.

(2) Either Contracting Party may terminate this Agreement by giving the other Contracting Party written notice through diplomatic channels. In such case, termination shall take effect on the thirtieth (30th) day following the receipt of the notice by the other Contracting Party.

(3) This Agreement may be modified or amended with the mutual written consent of the Contracting Parties. Such modification or amendment shall enter into force on a date mutually agreed upon by the Contracting Parties.

Annex

TABLE OF EQUIVALENCE

1. SLOVAK DRIVING LICENCES WHICH MAY BE EXCHANGED FOR KOREAN DRIVING LICENCES

Slovak Driving Licences	Corresponding Korean Driving Licences
Driving Licences of Group B	Second Class Ordinary Driver's Licences

2. KOREAN DRIVING LICENCES WHICH MAY BE EXCHANGED FOR SLOVAK DRIVING LICENCES

Korean Driving Licences	Corresponding Slovak Driving Licences
First Class Special Driver's Licences	Driving Licences of Group B
First Class Large Driver's Licences	
First Class Ordinary Driver's Licences	
Second Class Ordinary Driver's Licences	

If the above proposal is acceptable to the Government of the Republic of Korea, the Ministry of Foreign Affairs of the Slovak Republic has the honour to propose that this Note together with its Annex and the Embassy's Note in reply indicating acceptance shall constitute an agreement between the two Governments which shall enter into force on the date set out in the Article 9 (1) of this Agreement.

The Ministry of Foreign Affairs of the Slovak Republic avails itself of this opportunity to renew to the Embassy of the Republic of Korea to the Slovak Republic the assurances of its highest consideration."

