

## **CHAPTER IV FINAL PROVISIONS**

### **Article 26 Review**

The AEM and the Minister for Trade of Korea or their designated representatives shall meet within a year of the date of entry into force of this

Agreement and then biennially or otherwise as appropriate to review this Agreement for the purpose of considering further measures to liberalise trade in services as well as develop disciplines and negotiate agreements on matters referred to in Article 16 or any other relevant matters as may be agreed.

### **Article 27 Miscellaneous Provisions**

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<sup>11</sup> The Implementing Committee shall establish procedures for arbitration in due course.

1. This Agreement shall include the Annexes and the contents therein which shall form an integral part of this Agreement; and all future legal instruments agreed pursuant to this Agreement.
2. The Annex on Financial Services shall form an integral part of this Agreement.
3. The GATS Annex on Telecommunications shall be incorporated into this Agreement, *mutatis mutandis*.
4. Except as otherwise provided in this Agreement, this Agreement or any action taken under it shall not affect or nullify the rights and obligations of a Party under the existing agreements to which it is a party.
5. ASEAN Member Countries may enter into individual bilateral arrangements with Korea concerning co-production of broadcasting programs pursuant to this Agreement, and such bilateral arrangements shall apply to the said Parties only.

#### **Article 28 Amendments**

This Agreement may be amended by agreement in writing by the Parties, and such amendments shall enter into force on such date or dates as may be agreed by the Parties.

#### **Article 29 Dispute Settlement**

Unless otherwise provided in this Agreement, any dispute concerning the interpretation, implementation or application of this Agreement shall be resolved through the procedures and mechanism as set out in the Agreement on Dispute Settlement Mechanism under the Framework Agreement.

#### **Article 30 Denial of Benefits**

A Party may deny the benefits of this Agreement:

- (a) to the supply of a service, if it establishes that the service is supplied from or in the territory of a non-Party;

- (b) in the case of the supply of a maritime transport service, if it establishes that the service is supplied:
  - (i) by a vessel registered under the laws of a non-Party, and
  - (ii) by a person of a non-Party which operates and/or uses the vessel in whole or in part;
- (c) to a service supplier that is a juridical person, if it establishes that it is not a service supplier of another Party.

### **Article 31** **Entry into Force**

1. This Agreement shall enter into force on the first day of the second month following the latter date on which at least one ASEAN Member Country and Korea have notified all the other Parties in writing of the completion of their internal procedures.
2. A Party shall, upon the completion of its internal procedures for the entry into force of this Agreement, notify all the other Parties in writing.
3. Where a Party is unable to complete its internal procedures for the entry into force of this Agreement by the date as set out in paragraph 1, this Agreement shall come into force for that Party 30 days after the date on which the Party has notified all the other Parties in writing of the completion of its internal procedures. The Party concerned, however, shall be bound by the same terms and conditions of this Agreement, including any further commitments that may have been undertaken by the other Parties under this Agreement by the time of such notification, as if it had notified all the other Parties in writing of the completion of its internal procedures before the date of entry into force of this Agreement.

### **Article 32** **Depositary**

For the ASEAN Member Countries, this Agreement shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof, to each ASEAN Member Country.