AGREEMENT
BETWEEN
THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION
AND
THE GOVERNMENT OF THE REPUBLIC OF KOREA
CONCERNING
THE IHO INFRASTRUCTURE CENTRE
IN THE REPUBLIC OF KOREA

The International Hydrographic Organization (hereinafter referred to as the "Organization") and the Government of the Republic of Korea,

Recognizing that Article I of the Convention on the International Hydrographic Organization, as amended by the Protocol dated 14 April 2005 that entered into force on 8 November 2016, provides that the headquarters of the Organization shall be in Monaco,

Recalling Decision 6 of the Fourth Session of the IHO Assembly (A-4/6), by which the Assembly approved the Resolution on the IHO Infrastructure Centre providing for its establishment,

Recalling further Decision 8 of the Fourth Session of the IHO Assembly (A-4/8), by which the Assembly approved the Host Agreement between the Organization and the Government of the Republic of Korea and tasked the Secretary-General to sign it on behalf of the IHO, and

Desiring to establish the conditions for the establishment of the International Hydrographic Organization Infrastructure Centre (hereinafter referred to as the "Infrastructure Centre") in the Republic of Korea,

Have agreed as follows:

ARTICLE 1
Definitions

For the purposes of this Agreement:

(a) "Government" means the Government of the Republic of Korea, including its local governments;

(b) "Secretary-General" means the Secretary-General of the Organization and, in the absence of the Secretary-General, any staff member designated by him/her to act on his/her behalf;

(c) "Staff" means all members of the staff of the Infrastructure Centre, regardless of nationality, appointed by the Secretary-General or his/her designate, but excluding

/ locally recruited

locally recruited persons who are paid on an hourly basis; and

(d) "Property" means all property, including funds, income, digital assets, electronic data and equipment, and other assets, owned, held, or operated by the Infrastructure Centre for the performance of its functions.

ARTICLE 2
Establishment and Location

The Infrastructure Centre shall be established and located in the Republic of Korea.

ARTICLE 3
Purpose

1. The purpose of the Infrastructure Centre is to develop, operate, and manage standardized services governed by the Organization and carry out related supporting tasks based on a common base infrastructure.

2. The Infrastructure Centre shall perform the following functions:
   (a) provide support for the S-100 standards framework;
   (b) provide support for the S-100 based product specifications lifecycle;
   (c) provide support for the IHO Geospatial Information Registry;
   (d) provide support for navigation system type approval;
   (e) manage, maintain, and operate the IHO S-100 security scheme elements;
   (f) provide support for S-100 based operative services and secure S-100 data service distribution;
   (g) provide information, technology, communication, support, and administrative assistance related to the above functions and any additional infrastructure assistance for the Organization beyond S-100; and
   (h) such other agreed activities as may support the development of hydrography and maritime safety.

/ ARTICLE 4

ARTICLE 4
Legal Capacity

The Government recognizes that the Infrastructure Centre has legal personality and the capacity to:

(a) contract;

(b) acquire and dispose of movable and immovable property; and

(c) institute legal proceedings.

ARTICLE 5
Independence

The Infrastructure Centre shall enjoy independence and freedom of action within the territory of the Republic of Korea, in accordance with the provisions of this Agreement.

ARTICLE 6
Office Premises

1. The Infrastructure Centre shall comprise the premises it occupies for the fulfilment of its duties, exclusive of any premises used for residential purposes by its Staff.

2. The premises occupied by the Infrastructure Centre in the building located at 128 Namdongcheon-ro, Nam-gu, Busan shall be granted and maintained free of charge for the use of the Centre for a period of nine (9) years, from the date of entry into force of this Agreement by the Government. This period may be extended by agreement between the Government and the Organization.

ARTICLE 7
Inviolability

1. The premises of the Infrastructure Centre shall be inviolable. However, in the event / of fire

of fire or other emergencies requiring urgent protective measures, consent for entry may be deemed to have been granted.

2. The Infrastructure Centre shall not allow its premises to be used by any person seeking refuge from justice following a crime or serious offence, or by any person against whom a warrant, a legal sentence, a deportation order, or a decision to expel has been issued by the authorities of the Government.

3. The premises of the Infrastructure Centre shall be used solely for the purpose of carrying out the functions and activities of the Organization.

ARTICLE 8
Financial Facilities

1. The Infrastructure Centre shall not be subject to any financial control, regulation, or moratorium within the scope of its official activities, and may hold funds and currencies and operate accounts in any currency.

2. The Infrastructure Centre may freely transfer its funds and currencies to, from, and within the Republic of Korea, and may convert any currency held into any other currency.

3. In accordance with the provisions of Article 13, the privileges provided under this Article shall not be abused and shall be exercised only within the scope consistent with the purpose and intent of this Agreement.

ARTICLE 9
Exemptions and Taxation

The Infrastructure Centre and its Property shall be exempt from all direct taxes, except taxes that are, in fact, no more than charges for public utility services.

/ ARTICLE 10

ARTICLE 10
Freedom of Communications

In so far as is compatible with the international conventions, regulations, and arrangements to which the Government is a party, the Infrastructure Centre shall enjoy freedom in its official communications.

ARTICLE 11
Entry and Stay

The Government shall take the necessary measures to facilitate the entry into and stay in the Republic of Korea of representatives of Member States invited for official purposes, such as carrying out the duties or activities of the Organization, or participating in meetings or conferences organized by the Infrastructure Centre, except in cases justified by reasons of public health or public order.

ARTICLE 12
Privileges and Immunities

1. The Staff shall be accorded:
   (a) immunity from legal proceedings, even after the termination of their duties, for all acts, including words spoken and written, done by them in the performance of their official duties within the scope of their responsibility. Such immunity shall not apply in the case of the infringement by the persons concerned of the regulations governing the operation of motor vehicles or of damage caused by a motor vehicle owned or driven by them;
   (b) exemption from any possible tax on the remuneration received for their activities with the Organization, including the Infrastructure Centre;
   (c) exemption from compulsory contributions to the national social security schemes of the Republic of Korea, consistent with the laws of the Republic of Korea and this Agreement;
   (d) the conditions provided in Article 11 as regards the facilitation of their entry into

/the Republic

the Republic of Korea and residence or stay therein;

(e) if they were formerly resident abroad, the right to import their household and personal effects free of customs duties for a period of six (6) months from the commencement of their duties or missions; and

(f) the facilitation of their repatriation in periods of international crisis.

2. The Government is not bound to accord to the nationals or permanent residents of the Republic of Korea, or persons treated as such under the applicable laws, the privileges and immunities mentioned in paragraph 1.

3. The privileges and immunities provided for in this Agreement are not established with a view to granting the beneficiaries any personal advantages. They are instituted solely to ensure, in all circumstances, the free functioning of the Infrastructure Centre and the independence of the persons on whom they are conferred.

4. The Secretary-General shall have the right and the duty to waive the privileges and immunities provided in this Agreement when he/she considers that such immunities would impede the course of justice or when such waiver can be made without prejudice to the interests of the Infrastructure Centre.

ARTICLE 13

Respect for Local Law

1. Without prejudice to the privileges and immunities conferred by this Agreement, all persons enjoying such privileges and immunities shall have the duty to respect the laws and regulations of the Republic of Korea. They shall also have the duty not to interfere in the internal affairs of the Republic of Korea.

2. The Infrastructure Centre shall cooperate at all times with the competent authorities of the Government to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuse in connection with the privileges, immunities, and facilities under this Agreement.

/ 3. Should

3. Should the Government consider that a privilege or immunity has been abused, consultations shall be held between the Government and the Infrastructure Centre to determine whether any such abuse has occurred and, if so, to ensure that no repetition occurs.

4. The provisions of this Agreement shall not affect the right of the Government to take any measures it may consider advisable for the security of the Republic of Korea and/or the safeguard of public health or public order.

ARTICLE 14
Settlement of Differences

Any difference of opinion between the Government and the Infrastructure Centre concerning the interpretation or implementation of this Agreement, if not settled by negotiation or another agreed method of settlement, shall be referred for a final and irrevocable decision to an arbitral committee comprising:

(a) an arbitrator designated by the Government;

(b) an arbitrator designated by the Organization;

(c) an arbitrator designated by both parties by mutual agreement, or, should such agreement not be obtained, by the President of the International Court of Justice.

ARTICLE 15
Final Provisions

1. This Agreement shall enter into force on the date when the Government and the Organization have notified each other of the completion of their respective internal procedures for the entry into force of this Agreement. The date of receipt of the last notification shall be deemed to be the date of the entry into force of this Agreement. Pending its entry into force, this Agreement shall be applied provisionally only with respect to the administrative and operational arrangements necessary for the establishment and functioning of the Infrastructure Centre.

/ 2. This

2. This Agreement may be amended by written agreement between the Government and the Organization.

3. This Agreement may be terminated by either the Government or the Organization by written notification to the other, and shall terminate twelve (12) months after the date of receipt of such notification.

IN WITNESS WHEREOF, the undersigned, being duly authorized respectively by the Organization and the Government, have signed this Agreement.

DONE in duplicate at Seoul, on this ninth day of November, 2026 in the French, Korean and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

Jongwoo Hwang