



安全理事会主席的说明

安全理事会第 2050(2012)号决议第 2 段请第 1874(2009)号决议所设专家小组提交附有结论和建议的最后报告。

主席特此分发从专家小组收到的报告。



2013年6月7日第1874(2009)号决议所设专家小组协调员给安全理事会主席的信

谨代表第1874(2009)号决议所设专家小组，依照第2050(2012)号决议第2段，转递专家小组工作的最后报告。

报告已于2013年5月12日提交安全理事会第1718(2006)号决议所设委员会，并于2013年5月31日经过委员会审议。

请提请安全理事会成员注意本信及其附文为荷。

安全理事会第1874(2009)号决议所设专家小组
协调员

马丁·乌登(签名)

2013年5月12日第1874(2009)号决议所设专家小组给第1718(2006)号决议所设委员会主席的信

[原件：法文]

安全理事会第1874(2009)号决议所设专家小组谨依照第2050(2012)号决议第2段，转递专家小组工作的最后报告。

请提请安全理事会第1718(2006)号决议所设委员会成员注意本信及其附件为荷。

安全理事会第1874(2009)号决议所设专家小组

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第 1874 (2009) 号决议所设专家小组的报告

摘要

朝鲜民主主义人民共和国继续藐视国际社会，采取了一系列行动，使国际社会对其意图更为关切。该国：

- 在 2012 年 12 月 12 日的一次发射中使用了弹道导弹技术
- 在 2013 年 2 月 12 日进行了一次地下核试验
- 宣布将重启宁边核设施

安全理事会已就这些违反其现有决议的行为作出了反应，采取了进一步措施并强化了旨在抑制该国发展大规模毁灭性武器和导弹计划的能力的全面制裁制度。

专家小组调查的违规事件继续维持一贯态势。朝鲜民主主义人民共和国继续在进口和出口与导弹和核计划及武器相关的物项。在本报告所述期间，专家小组所调查事件的数目或性质同前一个报告期相比都没有重大变化。本报告就朝鲜民主主义人民共和国最近违反安全理事会决议开展的核和导弹相关活动提供了进一步信息并就各种事件作了汇报，包括现已完成的对先前所报告案件进行调查的情况：

- 2012 年 8 月扣押疑似与核有关的铝合金
- 2012 年 5 月扣押运往阿拉伯叙利亚共和国的导弹相关物项
- 2012 年 4 月看到在平壤的导弹运输竖起发射装置
- 2011 年试图采购导弹技术
- 试图采购计算机数控机床
- 2011 年试图采购米格-21 喷气机零部件
- 2010 年 11 月扣押运往阿拉伯叙利亚共和国的武器相关材料
- 2009 年 12 月泰国扣押一批武器货运
- 2008 年扣押运往伊朗伊斯兰共和国的火箭引信
- 2008 年试图贩售朝鲜民主主义人民共和国便携式防空系统的一名军火商被定罪
- 2008 年向刚果运送坦克和装甲车备件而未被发现

- 一系列涉及奢侈品的事件

总体而言，专家小组认为，虽然施加的制裁未能制止核计划和弹道导弹计划的发展，但很可能大大推迟了朝鲜民主主义人民共和国的时间表，而且通过施加金融制裁和禁止武器贸易，已阻断了本来会用于其违禁活动的大量资金。在受制裁货物的出口和进口两方面，朝鲜民主主义人民共和国继续使用各种手段规避国家控制，从而表明施加的制裁阻碍了其武器销售和非法武器计划。决议对于防止朝鲜民主主义人民共和国出口敏感的核和导弹技术从而避免增加国际和平与安全面临的总体风险也至关重要。不过，专家小组在本报告中仍然强调指出，决议的执行存在着参差不齐的情况，从而制造了朝鲜民主主义人民共和国可以利用的漏洞。

报告还具体介绍了制裁制度由近几份决议更新之后在执行工作中的其他方面具体情况，例如金融制裁、资产冻结和旅行禁令，并审视了朝鲜民主主义人民共和国的空中机队和海上船队及其逃避制裁的模式。报告还介绍了决议对朝鲜民主主义人民共和国民众和对驻平壤外交使团的意外影响。

鉴于这种逃避制裁的一贯记录，专家小组已对安全理事会关于制裁委员会指认更多参与违规的个人和实体的指示作出响应，向该委员会推荐了一批因参与违禁活动、包括参与本报告审查的一些案例而显然符合指认标准的个人和实体的名字。专家小组还为改进制裁制度的执行提出了一些建议。

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缩写和词汇

法新社	法国新闻社
禁核试组织	全面禁止核试验条约组织
朝鲜	朝鲜民主主义人民共和国
原子能机构	国际原子能机构
空运协会	国际航空运输协会
国际民航组织	国际民用航空组织
海事组织	国际海事组织
国际刑警组织	国际刑事警察组织
朝中社	朝鲜中央通讯社
朝通社	朝鲜通讯社
人民军	朝鲜人民军
劳动党	朝鲜劳动党
兆瓦	兆瓦电
毒品和犯罪问题办公室	联合国毒品和犯罪问题办公室

本报告中使用的以下文字具有以下具体含义：

“委员会”	安全理事会第 1718(2006) 号决议所设委员会
“决议”	安全理事会第 1718(2006) 号、第 1874(2009) 号、第 2087(2013) 号和第 2094(2013) 号决议
“专家小组”	安全理事会第 1874(2009) 号决议所设专家小组
“制裁”	决议中规定的措施
“阻截”	第 1874(2009) 号决议第 11 至第 14 段、第 2087(2013) 号决议第 8 段和第 2094(2013) 号决议第 16 段所定义的对货物的检查、扣押和处置
“指认”	安全理事会或委员会根据第 1718(2006) 号决议第 8(d) 和第 8(e) 段(经包括第 2094(2013) 号决议第 27 段在内的后来几项决议修订)对个人或实体采取的行动(资产冻结和(或)旅行禁令)

一. 引言

1. 针对朝鲜民主主义人民共和国使用弹道导弹技术进行发射和进行核试验，安全理事会通过了第 2087(2013) 号和第 2094(2013) 号决议。这些决议推出了一批新措施，目的是说服朝鲜民主主义人民共和国遵守其国际义务并抑制其核计划、其他大规模毁灭性武器计划和弹道导弹计划的进一步发展。这些措施在几个关键领域中加强了既有制裁制度，具体包括：

(a) 扩大违禁物品清单并推出一项新的“全面管制”规定，要求各国防止转让可能有助于该国违禁计划或活动的任何物项；

(b) 增加指认应受资产冻结和旅行禁令制裁的实体和个人；

(c) 拓宽指认标准并要求各国禁止违反决议或协助规避决议的任何个人旅行；

(d) 扩大金融制裁；

(e) 加强与对从朝鲜民主主义人民共和国始发、以该国为目的地或由该国充当中介的货物的检查、扣押和处置有关的措施；

(f) 要求各国拒绝它们有理由相信载有违禁物项的飞机的起飞、降落或飞越请求；

(g) 为奢侈品确立一个基线定义。

目前已生效的与朝鲜民主主义人民共和国有关的制裁概览见附件一。

2. 新决议并未改变专家小组的任务规定。依据第 1874(2009) 号决议，它的任务仍是收集、检查和分析由各国、联合国相关机构和其他利益方提供的有关决议所定措施执行情况的信息，特别是不执行的情况，并就安理会、委员会或会员国为更好执行决议规定措施而可能考虑采取的行动提出建议。专家小组在以下部分提出调查结果和建议，并在本报告附件中努力提供尽可能多的支持证据。

3. 专家小组在其履行任务的过程中从会员国得到的合作情况不同，包括是否对关于提供信息的请求予以及时答复、是否准许检查货物和自愿提供可能与专家小组的任务规定有关的信息。虽然有时可能存在必须顾及的国家法律和程序问题，但安全理事会明确要求会员国与委员会和专家小组充分合作，包括提供它们掌握的关于不遵守决议的行为的任何信息。

二. 背景和政治环境

4. 东北亚以及更大范围的地缘政治格局和朝鲜民主主义人民共和国自身的内部动态继续影响着总体环境，而制裁实施情况和专家小组工作都必须参照这一环境予以审查。朝鲜民主主义人民共和国与世界其他国家的关系以及它的国家政治

格局将影响到它在核计划、其他大规模毁灭性武器计划、弹道导弹计划和武器销售计划方面的行动。

5. 朝鲜民主主义人民共和国的内部局势一年来未显示出什么根本性变化。在金正恩统治下，该国已声明在发展经济的同时将继续执行其核计划和导弹计划。火箭发射和核试验，以及 2013 年初春的一系列好战声明，被很多方面认为是金正恩试图以强大的军队为基础证明和巩固他掌握的权力（包括核威慑和弹道导弹能力）。

6. 朝鲜民主主义人民共和国与外部世界的互动总体而言正变得更加有限和具对抗性。它曾一再谴责安全理事会针对其火箭和核试验采取的行动，而在 2013 年 3 月 22 日，人权理事会设立了一个国际调查委员会，负责调查朝鲜民主主义人民共和国被指广泛践踏人权的情况。

7. 针对安全理事会通过的决议，朝鲜民主主义人民共和国就其核武器和导弹计划发表了强硬的声明，并发出一系列文告，宣布退出与朝鲜半岛有关的一批协定，包括终止 1953 年《停战协定》和朝韩北南的所有协议。关闭其驻板门店代表团、切断板门店军事热线和从开城工业园区撤走朝鲜民主主义人民共和国工人的做法，也使改善朝韩关系的前景变得暗淡。

8. 这些事态发展表明，预计朝鲜民主主义人民共和国还远不能满足国际社会在决议中所表达的期望以及对安全和人道主义的关切。必须要坚定执行制裁，国际社会也必须努力通过包括六方会谈在内的对话实现该国无核化，这仍然是明确而重要的。

三. 专家小组及其方法

9. 专家小组最初于 2009 年 8 月 12 日由秘书长根据安全理事会第 1874(2009) 号决议第 26 段任命组成，其任务期限最近一次由安理会第 2094(2013) 号决议延长至 2014 年 4 月 7 日。

10. 专家小组根据安全理事会关于制裁的一般性问题非正式工作组的报告 (S/2006/997) 所载方法标准开展工作。专家小组虽无司法机构的传唤和调查权力，但在证据方面仍努力保持高标准。它依靠三类信息：(a) 专家们自己的第一手资料和现场观察；(b) 国家和(或)国际组织、官员、记者和个人提供的信息(有时为机密)；(c) 在公共领域找到的信息。在权衡信息可靠性时，专家小组会考虑到来源的身份和角色并尽可能寻求佐证。

11. 在遵守客观、透明和问责原则的同时，专家小组也努力保守机密。在处理保密或限制提供的信息时，都会既尊重这一点，又谨守专家小组的职责。

12. 在本报告所述期间，专家组在履行其职责的过程中，对 28 个会员国、联合国机构和其他利益方进行了 52 次访问，其中 10 次访问是为了收集关于各种不遵守决议事件的信息，包括 3 次货物检查访问，有 4 次是为了讨论制裁执行情况，还有 24 次是出席会议和研讨会以提高对决议重要性的认识。本报告所述期间的专家组出访和会议清单载于附件三。

13. 在本报告所述期间，专家组向调查所涉的会员国、国际组织、私营实体和个人共发公函 44 份，迄今共收到回复 17 份。一些会员国未就关于提供信息的请求给予回应，其中有些请求是在先前任务期间送交的。另外，会员国对关于检查和到访的请求所作反应也有所不同。

14. 在本报告中，专家组始终尽量争取在安全理事会关于制裁的一般性问题非正式工作组的建议与大会一些决议(如第 67/237 号决议)的要求之间取得最佳平衡。安全理事会关于制裁的一般性问题非正式工作组的建议要求专家组就不遵守决议的指控提供以原始文件支持的具体信息，而大会决议则要求控制和限制文件。

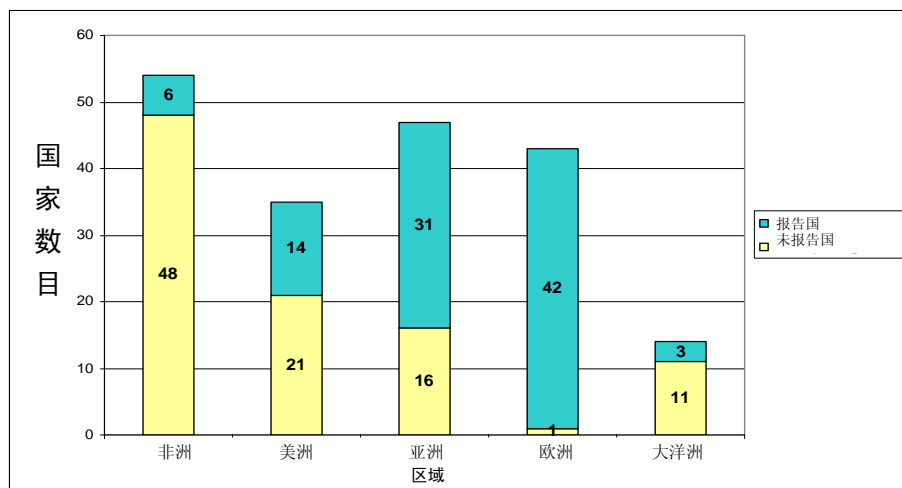
四. 执行情况报告

15. 迄今已提交国家执行情况报告的会员国总数达到 96 个，¹ 占联合国会员国总数的 50%。² 令人遗憾的是，许多报告中所给的情况不够具体，无法判断国内立法是否足以有效实施制裁。还有 3 个国际组织根据第 2087(2013)号决议的要求就与朝鲜民主主义人民共和国有关的一些项目与委员会进行了互动协作。

¹ 在 96 个提出报告的会员国中，22 个会员国提交了第 1718(2006)号决议执行情况报告，2 个会员国只提交了第 1874(2009)号决议执行情况报告，还有 72 个会员国提交了这两项决议的执行情况报告。

² 在本报告所述期间，有 5 个国家(厄瓜多尔、埃及、卢森堡、挪威和乌兹别克斯坦)提交了首次或补充国家执行情况报告。

图一
按区域开列的提交报告会员国概览³



16. 第 1874(2009)号决议第 10 段要求，出口小武器和轻武器应通知委员会。据 2012 年 10 月的公开报道，瑞士在 2012 年上半年向朝鲜民主主义人民共和国出口了价值约 174 000 美元的小武器。专家小组正在就此与瑞士政府进行沟通。

五. 朝鲜民主主义人民共和国持续违反其放弃核计划、其他大规模毁灭性武器和导弹计划的义务

17. 过去 12 个月，朝鲜民主主义人民共和国继续发展其核计划和弹道导弹计划。它在 2012 年 12 月使用弹道导弹技术进行发射后，紧接着又在 2013 年 2 月进行了一次核试验。安全理事会对这两次事件都予以了谴责。朝鲜民主主义人民共和国还继续扩大其有关的基础设施和行政组织。

18. 第 1874(2009)号决议声明说，朝鲜民主主义人民共和国不能享有核武器国家地位。而该国无视这项决议，修订了其 2012 年 4 月通过的《宪法》的序言，将自己形容为一个“核武国家”。2013 年，它通过了一项旨在巩固其“核武器国家”地位的法律。⁴ 国防委员会和外务省也一再声明，朝鲜民主主义人民共和国除其他外将继续研制和发射远程火箭并在数量和质量两方面加强其核威慑。⁵

³ 区域细目摘自联合国统计司：<http://unstats.un.org/unsd/methods/m49/m49regin.htm>。

⁴ “巩固核武器国家地位法获通过”，朝中社，2013 年 4 月 1 日。

⁵ 例如，见 2013 年 1 月 24 日和 25 日以及 3 月 9 日朝鲜民主主义人民共和国常驻联合国代表给安全理事会主席的信(S/2013/50、S/2013/57 和 S/2013/141)。

A. 与核有关的最近活动

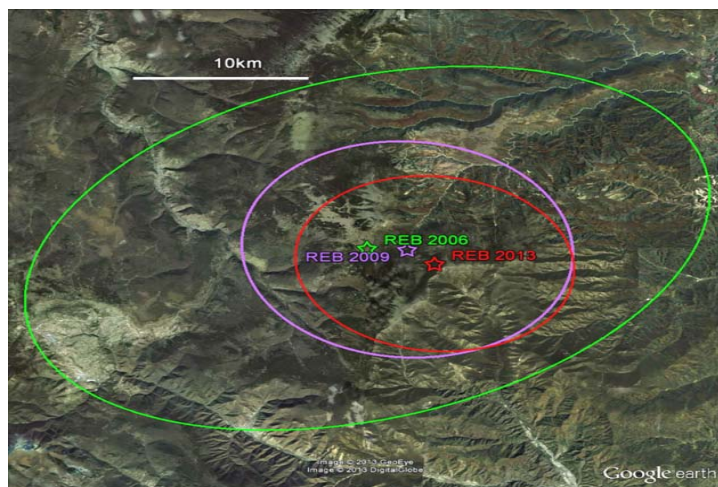
1. 2013 年 2 月 12 日核试验

19. 2013 年 2 月 12 日，朝鲜民主主义人民共和国进行了一次地下核试验。据全面禁止核试验条约组织(禁核试组织)介绍，2013 年 2 月的事件为 4.9 级，是 2009 年 6 月事件(4.52)的两倍，远大于 2006 年 10 月的事件(4.1)。⁶

20. 禁核试组织指出，这次引爆的震中位于以往引爆点的附近。专家小组已确定这是在朝鲜民主主义人民共和国东北部吉州郡丰溪里附近。⁷ 专家小组对显示这个疑似核试验场试验前后活动情况的卫星图像进行了分析(试验后活动见附件四和五)。尽管最近探测到可能由这次核试验产生的放射性惰性气体，⁸ 但目前尚不能确定使用了何种裂变材料。

图二

朝鲜民主主义人民共和国所宣布 2006 年(绿色)、2009 年(紫色)和 2013 年(红色)核试验的估计地点对比



来源：禁核试组织。

⁶ “禁核试组织与朝鲜所宣布核试验有关的调查最新结果”，禁核试组织新闻稿，2013 年 2 月 15 日。

⁷ 韩国地球科学和矿产资源研究所估计，2013 年的试验场地点位于 2009 年试验场西南 400 米处 (Tae Sung Kim, “Seismic Analysis on the 3rd UNE of DPRK” presentation, 大韩民国汉城, 2013 年 4 月 4 日)。

⁸ “禁核试组织探测到与朝鲜 2 月 12 日所宣布核试验相符的放射性”，禁核试组织新闻稿，2013 年 4 月 23 日。

2. 设立一个与核有关的新机构

21. 2013年4月11日，朝鲜民主主义人民共和国宣布它正在创建一个新的“原子能工业省”，其目的将是原子能工业现代化，并提高核材料的数量和质量。⁹ 这个新的省无疑将接管原子能总局(2009年7月16日被委员会指认为朝鲜民主主义人民共和国负责监督核计划、包括宁边核研究中心运作的主要机构)的职责。

22. 有鉴于此以及最近一些官方声明明确把所谓“原子能工业”与生产可用于核武器的裂变材料联系起来，¹⁰ 专家小组建议委员会对原子能工业省予以指认，并在其新相被提名后立即对其予以指认，以制裁他们在朝鲜民主主义人民共和国核计划中的角色和对该计划的支持。

3. 扩大核基础设施和持续活动

23. 在本报所述期间，新的轻水反应堆建造进展明显。一个圆顶已被安放至反应堆厂房顶部，这通常是建筑物内部重要组件安装完毕后的一个工序(见附件六)。要操作建成后的反应堆，朝鲜民主主义人民共和国将需要生产大量的燃料棒。专家小组从一些专家那里了解到，朝鲜民主主义人民共和国可能尚不具备这方面的必要能力。¹¹

24. 2012年8月，原子能机构已报告了宁边核设施内不同地点建筑物改造和建造工程的情况。¹² 虽然原子能机构不能确定这些活动的目的，但它估计，这些活动似与朝鲜民主主义人民共和国关于正在进一步发展其核能力的声明大体一致。

25. 在本报告所述期间，这些活动都在继续。被指为铀浓缩设施所在地的燃料制造厂的附近建造或翻新了一些建筑物(见附件七)。卫星图像还证实，靠近5兆瓦反应堆场址的一个区域近日受到清理，而且附近正在建造或翻新一些建筑物(见附件六)。要运行这个反应堆，朝鲜民主主义人民共和国将必须设计一个新的冷却系统并生产新的核燃料棒。这些活动可能关系到该国宣布的“调整和重启宁边所有核设施”的目标。¹³

⁹ “原子能工业省将设立”，《劳动新闻》，2013年4月13日。

¹⁰ 见“2013年3月金正恩在劳动党中央委员会全体会议上的报告”，《劳动新闻》，2013年4月2日，其中说：“必须拿出更多、更精准和体积更小的核武器和更多的运载火箭，并在核技术方面取得更多进展，以发展更强大的核武器。使原子能工业不断更新和以科学为基础，是增加核物质生产和提高其质量以发展小型化和轻型化核武器的关键”。

¹¹ Center for International Security and Cooperation, Stanford University, “Hecker responds to Nkorea’s intent to expand nuclear arsenal”, 2013年4月10日。

¹² “保障监督在朝鲜民主主义人民共和国的执行情况”，总干事报告，GOV/2012/36-GC (56)/11，原子能机构，2012年8月30日。

¹³ “朝鲜将调整现有核设施的用途”，朝中社，2013年4月2日。

26. 卫星图像显示，至少截至 2013 年 3 月，丰溪里核试验场的活动还在持续。虽然专家们认为，这些活动关系到修复据信于 2012 年被台风损坏的一个隧道，但专家小组无法确认其真实性质(见附件五)。

4. 与核有关的隘口物项

27. 鉴于朝鲜民主主义人民共和国继续发展其核计划，专家小组认为，向朝鲜民主主义人民共和国或从该国转让关键物项、尤其是铀浓缩物项的行为应受到更严格的控制，而且禁止范围应当扩大。专家小组注意到，核专家们有一个广泛的共识，即认为朝鲜民主主义人民共和国可以利用安全理事会所采用参数之外的物项扩大其核计划，尤其是其铀浓缩计划。

28. 经与一批政府技术专家和独立技术专家广泛协商，专家小组建议，委员会认定下列物项和材料应受第 1718(2006)号决议第 8(a)(二)段所施加措施的制裁，采用的技术参数如附件八所述：

- (a) 马氏体时效钢；
- (b) 频率变换器(又称变频器或转换器)；
- (c) 高强度铝合金；
- (d) 纤维状或丝状材料和预浸料；
- (e) 绕丝机及有关设备；
- (f) 环形磁铁；
- (g) 薄条状半硬磁合金。

29. 此外，专家小组敦促各会员国适当尽责并根据第 2094(2013)号决议第 22 段中的全面管制规定，防止这些物项任何主要构件的转让。

B. 与弹道导弹和相关计划有关的最近活动

30. 2012 年 12 月 12 日，朝鲜民主主义人民共和国发射了一枚携带一颗卫星、由三级组成的银河 3 号火箭。这是从其西海发射站进行的第二次发射。与此前数次尝试相比，该次发射成功地将卫星送入了轨道，虽然有些方面对卫星的在轨稳定性表示了质疑。它随后被朝鲜民主主义人民共和国登记为一颗地球观测卫星。¹⁴

¹⁴ 秘书长在 2013 年 2 月 22 日的信中告知安全理事会主席：“登记行为……并不使 2012 年 12 月 12 日的发射具有合法性或正当性”(S/2013/108)。

图三
2012 年 4 月发射前展示的光明星 3 号卫星



来源：美联社图片转自共同社。

31. 该枚火箭的形状和尺寸与先前在 2009 年和 2012 年发射的银河火箭类似(见图四)。翼部和喷火口等处的微小但明显差异说明，该国工程师们有能力找出和纠正技术上的缺陷。

图四
2012 年 4 月(左)和 2012 年 12 月(右)发射的银河 3 号火箭对比



来源：PEDRO UGARTE/法新社/盖蒂图片社(左)，朝中社/美联社图片(右)。

32. 通过朝鲜民主主义人民共和国发布的视频和图片、有关方面收集到的飞行数据和大韩民国对打捞残块的分析，分析人员得出评估结论认为，该火箭不如当初想象那么尖端。现在只有第三级被认为使用了比飞毛腿技术更先进的燃料，而朝鲜民主主义人民共和国的工程师们更倾向于以可靠但效率较低的办法解决各种技术问题。根据对大韩民国找到的箭体的分析，第一级使用了4个“劳动”引擎，每个都配有增强推力和控制的辅助微调引擎。氧化剂和燃料分别储存在轻质铝镁合金制成的罐中。

33. 残块分析表明，第一级大部分为本土制造，尽管有些部件是外国制造。专家小组检查了回收的箭体，并确定了一批外国来源的部件，包括传感器、压力开关、电线电缆和其他电子装置。¹⁵ 大部分似乎都是普通商品。朝鲜民主主义人民共和国连平常部件都要向外国购置的事实，显示了其国内工业的某些局限和它的违禁活动及计划对外贸的依赖。在这方面，专家小组认为，所有会员国都应适当加以警惕，并根据第2094(2013)号决议第22段就这类物项采取必要步骤。专家小组将继续调查那些外国来源部件的性质和原产地。

图五

回收的银河3号残块



来源：专家小组。

34. 朝鲜民主主义人民共和国在其三个试验台中最大的西海设施试验台(见图六)进行了大型液体火箭发动机试验。商用卫星图片显示，2012年4月至9月，

¹⁵ 2013年4月，专家小组访问了大韩民国，经获准检查了箭体，并听取了主管部门通报其分析情况。

进行了至少两次或可能更多次试验。¹⁶ 这些可能是对银河 3 号火箭第一级或对新的KN-08 道路机动导弹(此前一直未进行过飞行试验)的测试,或是与开发更强大的新型火箭有关。

图六
显示引擎测试的西海试验站卫星图片



4503.5 号图
2013 年 5 月

外勤支助部
制图科

35. 朝鲜民主主义人民共和国还在对其东海设施进行升级(见图七)。现在看来,2011 年夏以来一直在进行的施工显然是为了建造一个新发射架和其他相关设施(例如组装车间和发射控制楼)。这些建筑看来大于不到两年前竣工的西海设施,而且有可能已容纳了比 2012 年 4 月和 12 月所发射火箭要大得多的火箭(见 S/2012/422, 第 36 段)。

¹⁶ “North Korea Conducts Large Rocket Motor Tests: Construction at Sohae Launch Pad”, 38 North, 2012 年 11 月 12 日, 可查阅: <http://38north.org/2012/11/sohae111212/>。

图七
东海设施正在建造的新发射架



36. 2013 年 1 月和 3 月, 安全理事会指认了两个参与筹备和实施最近发射的实体, 即朝鲜民主主义人民共和国空间技术委员会和第二自然科学院,¹⁷ 以及在发射中发挥了关键作用的该空间技术委员会的两名雇员: 白昌浩(Paek Chang-Ho)和张明进(Chang Myong-Chin)。

¹⁷ 朝鲜文名称: 제 2 자연과학원。

图八

金正恩与劳动党、人民军、第二自然科学院和朝鲜民主主义人民共和国空间技术委员会的代表在筹备 12 月的发射(图片未注明日期)



来源：朝鲜中央电视台题为“在敬爱的金正恩元帅领导下光明星 3 号 2 期卫星发射成功”的纪录片，2012 年 12 月 31 日，摘自朝鲜民主主义人民共和国 YouTube 官方频道。

37. 正如专家小组先前所报告，朝鲜劳动党中央委员会军火工业局¹⁸在朝鲜民主主义人民共和国核计划和导弹计划中都发挥了核心作用(见S/2010/571，第 55 段)。军火工业局的代表参加了上述 12 月发射筹备会议(见图八)。值得注意的是，书记朴道春(Pak To-Chun)是在银河 3 号运往西海发射设施之前陪同金正恩对其视察(见图九)和陪同金正恩前往卫星控制综合指挥所的少数官员之一(见图十)；2012 年 12 月 12 日，金正恩在那里下达了发射令并对发射进行了观察。¹⁹此外，2012 年 12 月 14 日金正恩视察西海设施时，副局长洪承武(Hong Sung-Mu)就在其身边(见图十一)。这些迹象清楚表明，军火工业局在该次发射中具有重要作用。早在 2009 年 4 月，据报在银河 2 号发射过程中只有两个人陪同金正日，那就是朴道春的前任全炳浩(Jon Pyong-Ho)和军火工业局现任局长朱奎昌(Ju Kyu-Chang)。²⁰

¹⁸ 又称劳动党中央委员会军火生产局、军需工业局、机械工业局或机械制造工业局。

¹⁹ 陪同金正恩的另一名官员是国防委员会副委员长张成泽(Jang Song-Thaek)。“金正恩观察卫星发射过程”，朝中社，2012 年 12 月 13 日。

²⁰ “金正日观察光明星 2 号卫星发射”，朝中社，2009 年 4 月 5 日。

图九
金正恩与朴道春(右)和崔春植(Choe Chun-Sik) (左)视察银河3号



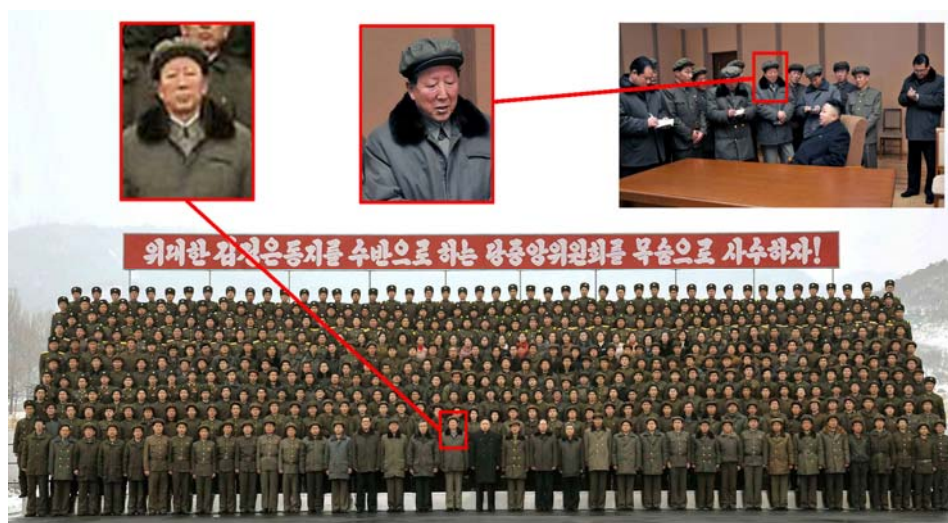
来源：朝鲜中央电视台纪录片。

图十
2012年12月12日朴道春(红)和张成泽(黄)陪同金正恩访问



来源：美联社图片转自共同社(左)和朝鲜中央电视台纪录片。

图十一
金正恩与洪承武访问西海设施(2012年12月14日)



来源：朝通社转自法新社图片/朝中社。

38. 2013年3月，最高人民会议决定设立国家宇宙开发局，“作为一个中央机构，负责指导制订宇宙开发计划并进行监督调控”。²¹ 专家小组认为，这一组织将继承或吸纳2013年1月被安全理事会指认的朝鲜空间技术委员会履行的主要职能。

39. 在因对发射有贡献而于2012年12月23日获得朝鲜民主主义人民共和国英雄称号的101名个人中，第二自然科学学院院长崔春植²²是唯一被披露姓名的人。²³ 若干筹备会议期间和各种庆功会上，他都被发现在金正恩身旁，而这些庆功会显然是对他领导作用的奖励(见图十二)。他和据报任国家科学院²⁴ 第一书记的李雄元(Ri Ung-Won)是2012年12月30日与金正恩正式合影后被朝鲜民主主义人民共和国媒体提到名字的极少数人之一。²⁵ 最后值得一提的是，在2013年1月30日向发射有功科学家、技术人员、工人和官员授予各种荣誉时，李是第一个被提到名字的人。²⁶

²¹ “朝鲜最高人民会议决定设立国家宇宙开发局”，朝中社，2013年4月1日。

²² 第二自然科学院因参与导弹和可能还有核武器等先进武器系统的研发而于2013年3月7日被指认。

²³ “卫星发射成功有功人员获颁共和国英雄称号”，朝中社，2012年12月23日。

²⁴ 朝鲜文名称：국가과학원。

²⁵ “金正恩与卫星发射成功有功人员合影”，朝中社，2012年12月30日。

²⁶ “卫星发射成功有功人员获颁国家奖章”，朝中社，2013年2月2日。

图十二

一次仪式上(2012年12月17日)和一次参与发射人员合影时(2012年12月30日), 崔春植在金正恩身边



来源：朝通社转自法新社图片/朝中社(上)和法新社/盖蒂图片社(下)。

40. 专家小组建议委员会指认以下实体和个人，²⁷ 以制裁他们在朝鲜民主主义人民共和国弹道导弹计划中的作用和对该计划的支持：

- 朝鲜劳动党中央委员会军火工业局
- 国家宇宙开发局
- 劳动党军火工业局局长朱奎昌
- 劳动党军火工业局前局长全炳浩
- 劳动党军火工业局书记朴道春
- 劳动党军火工业局副局长洪承武
- 第二自然科学学院院长崔春植
- 国家科学院第一书记李雄元

C. 其他大规模毁灭性武器计划

41. 专家小组对朝鲜民主主义人民共和国在推行其他大规模毁灭性武器计划方面的研究和生产仍高度关切。²⁸ 在本报告所述期间，专家小组未取得关于这些计划

²⁷ 专家小组有两名成员对指认军火工业局官员有所关切。

²⁸ 大韩民国 2012 年国防白皮书估计朝鲜民主主义人民国有约 2 500 至 5 000 吨各种化学武器储存在全国各地。

的任何更新信息。朝鲜民主主义人民共和国是既未签署也未加入《关于禁止发展、生产、储存和使用化学武器及销毁此种武器的公约》的仅有 6 个国家之一。²⁹ 援助朝鲜民主主义人民共和国或参与涉及生物和化学研究联合项目的各方应谨慎从事，以免无意中协助推进了武器计划。

六. 与出口和进口有关的措施

42. 在本报告所述期间，安全理事会完善并扩大了最初在第 1718(2006) 号决议中采取的与贸易有关的措施。安全理事会第 2087(2013) 号决议订正了应受制裁的核或弹道导弹相关物项清单，安全理事会第 2094(2013) 号决议决定再禁止 8 个物项。该决议还规定了奢侈品的基准定义(第 2087(2013) 号和第 2094(2013) 号决议所载警惕、中介和全面管制条款等新措施见附件一，违禁品最新清单见附件二)。

A. 执行核武器、其他大规模毁灭性武器和弹道导弹有关物项的禁运

43. 专家小组不断获得的证据显示，朝鲜民主主义人民共和国一直在企图购买和转让与核计划和导弹计划有关的违禁品。该国的扩散活动仍然对国际和平与安全构成严重威胁。有 2 个会员国向委员会报告称，它们扣押的货物中有第 1718(2006) 号决议第 8(a)(c) 段禁止的物项。专家小组还了解到其他可能违反该段规定的事件，并开始对其进行调查。下文首先阐述新近报告的事件，然后说明以前报告的调查工作的最新情况。

大韩民国扣押的与导弹有关的货物

44. 2012 年 7 月，大韩民国向委员会报告称，2012 年 5 月，当中海集装箱运输公司运营的“新烟台”号集装箱船在釜山港过境时，该国检查并扣押了船上装载的一批非法运送的与导弹有关的物项。这批货物是从中国天津发出的，目的地是阿拉伯叙利亚共和国拉塔基亚，其中有大约 10 公吨假报为铅管的石墨筒。大韩民国进行的实验室检测结果表明，这些石墨筒为 S/2012/235 中第 6.C.3 项³⁰ 界定的“细粒再结晶块状石墨”，第 1718(2006) 号决议第 8(b) 规定，禁止朝鲜民主主义人民共和国出口此种物项。³¹ 2012 年 8 月，专家小组检查了扣押的物项。

²⁹ 这 6 个国家是：安哥拉、埃及、朝鲜民主主义人民共和国、索马里、南苏丹和阿拉伯叙利亚共和国。

³⁰ 可用于火箭喷嘴和再入飞行器鼻锥之细粒再结晶块状石墨(在 15 摄氏度下量测，其密度至少为 1.72 克/立方厘米)，其粒径为 100 微米或更小者，并可制作下列物品：

- a. 直径 120 毫米(含)以上，长度 50 毫米(含)以上的圆柱体；
- b. 内径 65 毫米(含)以上，厚度 25 毫米(含)以上，长度 50 毫米(含)以上的配管；或
- c. 尺寸为 120 毫米×120 毫米×50 毫米或更大之方块。

³¹ S/2012/235 是对 S/2006/815 作出的更新，近期由 S/2012/947 取代。

图八
大韩民国扣押的石墨筒



来源：专家小组

45. 提单(见附件四)显示发货人的名字为大连海程国际货运代理有限公司, 收货人为 Electric Parts Company。大韩民国认为, 实际发货人为委员会于 2009 年 7 月 16 日指认的实体朝鲜檀君贸易公司的分公司。中国称, 其调查结果显示, 这个叙利亚公司通过中国的中间商购买这些物项。他们还指出, 中国公司不了解这批货物的实际性质, 如发现有任何中国实体违反安全理事会的措施, 都会对其进行处罚。专家小组需要获得进一步资料, 以了解大连海程国际货运代理以及其他可能有关实体或个人的作用, 并确定有关物项是产自朝鲜民主主义人民共和国并从该国发出, 还是该国在另一个国家购得。

46. 专家小组的调查显示, 收货人 Electric Parts Company 与叙利亚科学研究中心的一个已知幌子公司 Megatrade 共用同一地址、电话和传真号。³² 专家小组以前报告称, 该中心数次参与违反制裁的活动(见 S/2012/422 第 57、65 和 66 段, 以及本报告第 88 段)。³³

朝鲜民主主义人民共和国官员企图获取乌克兰导弹技术

47. 2012 年 6 月公开报道, 乌克兰安全局阻止了朝鲜民主主义人民共和国 2 名国民获取导弹设计机要材料的企图。乌克兰和白俄罗斯当局提供的证明资料显示, Ryu Song-Chol 和 Ri Thae-Gil 这两人为朝鲜民主主义人民共和国驻白俄罗斯贸易代表办事处的官员(见附件 10 中的护照)。

³² 见 2012 年 10 月 15 日理事会(EU)第 944/2012 号实施条例, 其中实施了(EU)第 36/2012 号条例第 32(1)条针对阿拉伯叙利亚共和国局势规定的限制性措施。

³³ 科学研究中心被美国(2007 年 1 月 4 日 HP-216 号通知)和欧洲联盟(2012 年 1 月 18 日理事会(EU)第 36/2012 号条例)指认, 并被日本列为存在扩散问题的实体(日本经济贸易产业省公布的“外国最终用户名单”)。

48. 2011年，Ryu和Ri前往乌克兰，与国有Yuzhnoye Design Office(一个以前参与发展中程至洲际弹道导弹、目前发展空间运载火箭的实体)³⁴ 的一名雇员进行接触，以获取秘密学术论文照片。³⁵ 乌克兰当局称，这些照片可使朝鲜民主主义人民共和国了解到用于设计导弹系统、液体推进剂发动机、航天飞船和导弹燃料供应系统以及有关计算机程序的先进技术和新式技术流程。在这名乌克兰国民报告了这次接触活动之后，乌克兰安全局在事先安排的送货过程中逮捕了Ryu和Ri。2012年5月，这两人均被判处8年徒刑。

49. 甚至在实施制裁之前，朝鲜民主主义人民共和国官员和外交官就已卷入非法活动。1993年至1998年，(委员会于2009年7月指认的)Yun Ho-Jin在担任该国驻原子能机构代表期间运营一个非法采购网，并在本国驻维也纳大使馆从事其他非法和犯罪活动。经常有人报告称，在柏林以外交官为掩护身份开展工作的朝鲜民主主义人民共和国情报人员尤其对采购技术和金属加工方面的专门技能感兴趣。³⁶ 该国其他大使馆、外交使团和商贸代表团极有可能从事类似活动。

50. 朝鲜民主主义人民共和国外交官或持外交或公务护照³⁷ 旅行的官员也参与了大量违反武器禁运的活动。一名外交官和一名以外交身份旅行的朝鲜人民军大校(见附件十七.4和十七.5)在刚果共和国参与非法翻修装甲车和其他军用装备，并利用外交银行账户转移资金(见第99和100段)。有些文件证明Michael Ranger企图作为经纪人将朝鲜民主主义人民共和国的便携式防空系统卖给阿塞拜疆，这些文件显示，他在朝鲜民主主义人民共和国的主要联系人O Hak-Chol至少在2004年之前一直持外交护照旅行，2004年之后可能也是如此(见第91段)。朝鲜民主主义人民共和国外交官还参与了若干违反奢侈品禁运措施的活动，包括从奥地利出口8辆奔驰汽车，以及企图从意大利出口2艘游艇(见S/2012/422第84和85段)。

51. 根据第2094(2013)号决议第24段的规定，设有朝鲜民主主义人民共和国大使馆、常驻代表团或贸易代表办事处的国家(见附件十一)应尤其对该国外交官和官员保持警惕。如乌克兰案件所示，邻国如果有公共旅行区，则也应当警惕。

³⁴ Yuzhnoye Design Office, www.yuzhnoye.com.

³⁵ 论文题目为“Methods for predicting the capability of capillary intakes in fuel tanks of motor assemblies for spacecraft”和“Hydrodynamic processes in fuel tanks of spacecraft”。

³⁶ 见“2008年德国联邦内政部宪法保护问题年度报告”(第273和274页)，www.bmi.bund.de。

³⁷ 据知，朝鲜民主主义人民共和国有四类护照：外交护照、公务护照、因公(旅行)护照和普通护照。外交护照颁发给外交官、外交部以及朝鲜劳动党及其下属办公室高级官员(副部长或副部长以上)。公务护照颁发给在大使馆或贸易代表办事处工作的除外交官之外的政府官员。因公(旅行)护照颁发给因公旅行到国外或在海外工作的朝鲜民主主义人民共和国公民，包括运动员和国有公司雇员。普通护照需得到政府特别许可，很少颁发。

在 2012 年 4 月阅兵式上见到的运输竖起发射装置

52. 如专家小组 2012 年最后报告第 38 段所述，专家小组继续针对朝鲜民主主义人民共和国在 2012 年 4 月阅兵式上展示的新 8 轴运输竖起发射装置³⁸ 开展研究并收集资料，以确定这些车辆是否为违反明确禁止转让运输竖起发射装置、³⁹ 有关技术⁴⁰ 和“所有军火和有关物资”的各项决议购买的。

图十四

8 轴运输竖起发射装置上的 KN-08 导弹



来源：Bobby Yip/路透社

53. 2012 年 10 月，中国向委员会通报，该国的调查显示，湖北三江航天万山特种车辆公司(下称“万山”)于 2011 年向朝鲜民主主义人民共和国出口了 6 辆木材运输车。中国称，这些车辆与运输竖起发射装置或导弹运输装置有实质性的区别，不可用于运输或发射导弹。中国还指出，这其中没有违反制裁措施或中国法律。2012 年 4 月 23 日，美国白宫发言人在被问及运输竖起发射装置时指出，“作为与北朝鲜正在进行的密切协商的一部分”，美国已“向中国政府提出指控[……]” 2013 年 2 月 12 日，美国国务院官员在与专家小组进行的非公开协商中指出，据他们了解，出口的不是运输竖起发射装置，只是卡车而已。

54. 中国后来向专家小组提交了朝鲜民主主义人民共和国买方提供的最终用户证书副本(见附件十二，A 部分)。证书日期为 2010 年 11 月 5 日，其中指出，

³⁸ 正如有些分析家怀疑展示的 KN-08 导弹是否为真导弹，专家小组的 2 名成员也怀疑阅兵式上展示的运输竖起发射装置的功能。

³⁹ S/2012/235 第 12. A. 2 项禁止转让“为 1. A. 所述系统的贮运、控制、激活及发射用而设计或经改进的飞行器”。第 1. A. 1 项包括能把 500 公斤以上有效载荷投掷到 300 公里以上的“完整火箭系统”(包含弹道导弹系统、空间运载火箭、探空火箭)。S/2012/235 更新了 S/2006/815 的内容，近期为 S/2012/947 替代。

⁴⁰ S/2012/235 第 12. E. 1 项禁止转让用于研制、使用或生产此类飞行器的“技术”。

“朝鲜民主主义人民共和国林业部 Rim Mok General Trading Company, Limited”证明,“6 辆越野卡车(WS51200)是依照合同(合同号为 IME10S054)从武汉三江进出口有限公司(中国)进口的,是用于在朝鲜民主主义人民共和国运输木材的车辆。”武汉三江进出口公司和万山都是中国航天三江集团的子公司。

55. 中国航天三江集团的母公司,⁴¹即中国航天科工集团公司,于2010年10月19日宣布首次与外国某非政府客户签订了销售价值3000万美元的WS51200车辆出口协议(见附件十二,B和C部分)。该公司人员自2008年以来一直在与该客户谈判出口这一最新工艺水平的特种车辆技术,其中涉及军用技术改民用的事宜。⁴²

56. 联合国训练研究所业务卫星应用项目经过图像分析断定,在阅兵式上所见车辆的驾驶室前端和侧面、挡泥板、排气系统、燃料箱和轮胎的特征与万山宣传的WS51200系列车辆完全吻合。作出这一分析的依据是所有现有阅兵式图像,包括一副卫星图像,以及中国航天科工集团公司的公开商业资料(见附件十二,D和E部分中的照片)。

57. 根据现有资料,专家小组认为,最有可能的情况是,朝鲜民主主义人民共和国故意违反它正式向万山作出的最终用户保证,将WS51200型卡车改装成运输竖起发射装置。虽然决议中没有任何规定禁止向朝鲜民主主义人民共和国出口木材运输车,但这一交易的具体情况仍不明确,专家小组将继续进行调查。

58. 专家小组强调,第2094(2013)号决议第22段呼吁会员国即便在得到正式保证的情况下也要拒绝向朝鲜民主主义人民共和国出口它们确定可能有助于该国核计划或导弹计划的任何物项。

朝鲜民主主义人民共和国采购计算机数控机床和技术

59. 2013年3月,金正恩正式命令将计算机数字控制(数控)技术用于朝鲜民主主义人民共和国原子能工业,此部门还负责发展核武器。⁴³朝鲜民主主义人民共和国还确定,计算机数控技术在其军事工业中、特别是在弹道导弹计划中具有战略重要性。某些具有核或弹道导弹相关应用的计算机数控机床目前已列入决议禁止

⁴¹ <http://www.sanjspace.com>。

⁴² 专家小组2名成员认为,该公司发布的新闻稿说明,军用技术被用于制造木材运输车,而不是吸收用于民用卡车性能。

⁴³ 金正恩指出,“应在原子能工业领域的设备和生产流程中采用数控技术和无人技术”。“金正恩在2013年3月朝鲜劳动党中央委员会全体会议上的报告”,《劳动新闻》,2013年4月2日。

的进出口物项清单。⁴⁴ 不过，技术专家一致认为，朝鲜民主主义人民共和国可能在其非法计划中有效利用当前参数范围以外的机床。

图十五

金正日视察朝鲜民主主义人民共和国慈江道熙川某个采用计算机数控机器的工厂(2009年5月)。



来源：美联社/朝中社经朝鲜通讯社报道

60. 专家小组的研究表明，朝鲜民主主义人民共和国过去曾向设在中国台湾省的公司非法采购计算机数控机床和有关设备。这些机器和设备归为战略性高技术物项，法律禁止向朝鲜民主主义人民共和国出口这些物项。专家小组通过其在网上获得的法庭文件，确证了媒体报道的所有事件。这些记录提供了有关事件的细节：

- Royal Team Corporation于2006和2007年出口各种物项，包括工业计算机⁴⁵
- Ching Hwee International贸易有限公司于2006年6月向第2087(2013)号决议指认的莲河机械合营会社出口一个卧式机床加工中心⁴⁶
- Ho Li Enterprises Limited于2010年6月出口了3台计算机数控机床(见S/2012/422第61段)⁴⁷

⁴⁴ 计算机数控机床具有各种核应用和导弹应用，比如制造固体推进剂电机喷嘴或再入飞行器鼻锥。

⁴⁵ 中国台湾省台北地区法院2008年3月24日作出的刑事判决。2008财政年(Y)381号判决书，<http://jirs.judicial.gov.tw>。

⁴⁶ 中国台湾省台中地区法院2007年8月15日作出的刑事判决。2007财政年第3665号判决书，<http://jirs.judicial.gov.tw>。

⁴⁷ 中国台湾省士林地区法院2012年2月29日作出的刑事判决。2011财政年(SJ)1281号判决书，<http://jirs.judicial.gov.tw>。

61. 朝鲜民主主义人民共和国还涉嫌向美国采购先进机床。⁴⁸ 2013年5月6日，美国起诉了两名个人，⁴⁹ 他们被控在2008年和2009年洗钱以及合谋向朝鲜民主主义人民共和国出口用于生产大规模毁灭性武器的机床。专家小组将对这一事件进行调查。

62. 朝鲜民主主义人民共和国继续设法采购受限制物品和技术，2011年的一次未遂企图说明了这一点(见S/2012/422第62段)。朝鲜民主主义人民共和国这次利用一个中介，企图获得一个用于导弹用途的5轴机床加工中心。专家小组了解到，朝鲜民主主义人民共和国也在其他地方寻找先进设备和专门技术知识。例如，朝鲜民主主义人民共和国驻德国外交官曾企图在该国采购各种计算机数控机床。⁵⁰

63. 朝鲜民主主义人民共和国寻求技术资料的行为比其采购设备的努力更难查明和预防。2010年和2011年(以及可能在此前和此后)，居住在国外的朝鲜族自动化技术专家代表一个与朝鲜民主主义人民共和国有关的实体共同对各种高端计算机数控机器进行了技术评估。⁵¹ 尽管这些专家可能仅采用可公开获得的商业资料来了解技术，但如果确定此资料有助于被禁止的计划，他们的活动就可能违反决议。

64. 该国的本国工业制造和出口计算机数控机器。莲河机械会社(专家小组已确定，这是最近被指认的莲河机械合营会社(见第136段)使用的别名)在朝鲜民主主义人民共和国刊物上宣传其供出口到其他国家的计算机数控机床。专家小组得到的小册子上展示了各种产品，但未说明其详细规格(见附件二十一B部分)。专家小组怀疑产品质量低下，但不知这些机器是否在安全理事会规定的规格范围内。

65. 专家小组认为，朝鲜民主主义人民共和国从国外吸收或向国外转让计算机数控机器和专门技能，包括具有违禁物项清单上所列参数范围之外的参数的机器和专门技能，可能有助于违禁计划，并造成重大风险。专家小组敦促会员国适当尽责，并酌情利用第2094(2013)号决议第22段的全面管制规定。

日本扣押的涉嫌与核有关的货物

66. 2013年3月，日本向委员会报告称，日本于2012年8月在东京港检查了一批货，其中有从朝鲜民主主义人民共和国发出的涉嫌与核有关的铝合金。专家小

⁴⁸ “美利坚合众国诉 Hsien Tai Tsai (别名 ‘Alex Tsai’) 的刑事控诉”，美国地区法院，伊利诺伊北部地区东区，A0 91 (REV. 5/85) 号刑事控诉，2012年10月23日，<http://dig.abclocal.go.com/wls/documents/alex-tsai-complaint.pdf>。

⁴⁹ 被起诉的两名人员是中国台湾省居民；一人于2009年被美国财政部指认，理由是他向朝鲜矿业发展贸易公司供应具有武器生产能力的物品。《美国联邦公报》，第74卷，第22号，第6085页。

⁵⁰ “与德国联邦宪法保护办公室主任 Heinz Fromm 的访谈”，《产经新闻》，2009年4月1日。

⁵¹ 专家小组掌握的机密资料。

组尚未检查这些物项或进一步获得有关实体的资料。专家组将适时向委员会报告其调查结果。

朝鲜民主主义人民共和国与其他国家的合作

67. 专家组关切地注意到，2012年9月，朝鲜民主主义人民共和国与伊朗伊斯兰共和国签订了科学和技术合作协议，据报告当时因参与伊朗伊斯兰共和国核活动或弹道导弹活动而被第1747(2007)号决议指认的伊朗副总统兼伊朗原子能组织负责人费雷敦·阿巴西-达瓦尼以及国防和武装部队后勤部部长Ahmad Vahidi在场。⁵² 这两个国家运作与生产核武器相关的敏感核计划，以前曾在发展导弹方面合作。

68. Dair Alzour场址很有可能曾为在朝鲜民主主义人民共和国援助下修建的一座核反应堆，针对与该场址有关的未得到解决的问题，原子能机构多次要求阿拉伯叙利亚共和国充分合作，但由于该国不予合作，本报告所述期间没有取得任何进展。⁵³ 专家组强调，在其调查的所有与大规模毁灭性武器和军火有关的不遵守决议的事件中，阿拉伯叙利亚共和国参与了其中三分之一事件（见本报告第44至46段、第86至89段和第121段，S/2012/422第57、65和66段，以及S/2010/571第62段）。这些事件证明这两个国家之间长期存在密切联系，这一点仍令人严重关切。

69. 在美国总统巴拉克·奥巴马于2012年11月访问缅甸之前，缅甸政府宣布将在《全面保障监督协定附加议定书》上签字，考虑到朝鲜民主主义人民共和国与缅甸在传统上具有密切的军事关系，以及过去可能曾违反制裁，这是迈出了重要一步。专家组计划与缅甸政府进行接触，以讨论该国执行与朝鲜民主主义人民共和国有关的决议的情况。

B. 执行军火禁运措施

70. 专家组了解到，早些时候的1次违规行为涉及一大批火箭引信货物，近期可能发生的2次违规行为涉及潜水艇和飞机零部件。专家组完成了对其中一起案件和以前报告的不遵守决议事件的调查。其他调查正在进行中。

1. 本任期内结束的调查工作

2008年3月扣押的火箭引信

71. 2012年6月，专家组获得某会员国提供的资料，其中称该国于2008年3月扣押了两个集装箱的火箭引信，这些引信是从朝鲜民主主义人民共和国发出

⁵² 见“朝鲜与伊朗签订的谅解备忘录”，朝中社，2012年9月2日。专家组指出，伊朗媒体没有报道这两名人员在场。见“Supreme Leader: Iran, N. Korea Have Common Enemies”，法斯通信社，2012年9月1日。

⁵³ 原子能机构总干事在2012年6月、9月和11月以及2013年3月理事会会议上以及2012年举行的原子能机构大会上的发言，可查阅：www.iaea.org。

的，违反了第 1718(2006)号决议第 8(b)段的规定。⁵⁴ 由于报告货物检查和扣押情况仅在第 1874(2009)号决议通过后才变为项规定，当时并没有向委员会报告的义务。

72. 这批货物是从朝鲜民主主义人民共和国发出的，申报的最后目的地为伊朗伊斯兰共和国阿巴斯港。这批货物被运往中国大连，然后转到某个大型海运公司运营的一艘集装箱船上，这对从南浦港发货的集装箱来讲是通常的做法。由于文件发生变化，无人知道这批货来自朝鲜民主主义人民共和国。

73. 发货人和收货人分别为名为 New Hap Heng Investment and 贸易有限公司和 Arshia Trading Company 的实体。该会员国称，前者附属于朝鲜矿业发展贸易公司，该公司因参与军火和弹道导弹转让活动而于 2009 年 4 月被委员会指认。后者附属于沙希德·巴盖里工业集团，该集团因参与伊朗伊斯兰共和国弹道导弹计划而被安全理事会根据第 1737(2006)号决议指认。

74. 这批货按“发电机零部件”申报，其中有用于无制导火箭的 5 000 点引爆引信和有关物资，比如定置装置和用于连接点火装置的电缆(见图十六)。这些引信与 2009 年 12 月在曼谷扣押的一批军火中的引信相同(见第 75 至 79 段)。值得注意的是，在这两个例子中，有些引信的标识被破坏(见图十七)，其目的可能是防止识别出生产商。

图十六

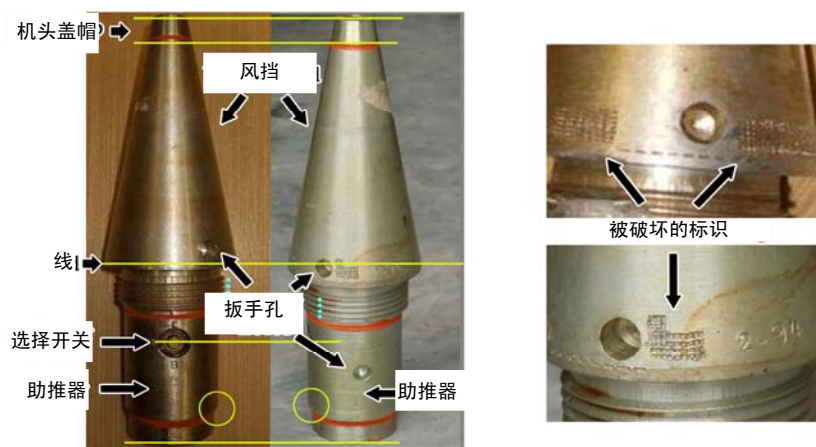
2008 年 3 月扣押的火箭引信和有关物资



来源：专家小组

⁵⁴ 该段禁止朝鲜民主主义人民共和国出口《联合国常规武器登记册》所界定的大口径火炮系统、导弹或导弹系统，或包括备件在内的有关物资。

图十七
2008年3月(左)和2009年12月(右)扣押的引信



来源：专家小组

2009年12月泰国扣押的一批军火

75. 2009年12月11日，泰国扣押了一架 IL-76 飞机上装载的一批军火，专家小组完成了对这批货物的调查。这架飞机从顺安国际机场(朝鲜民主主义人民共和国)起飞，申报机上载有 145 箱“机械零部件”。经检查发现，这批货物中有大约 35 吨常规武器和弹药，其中包括 240 毫米火箭、火箭榴弹和便携式防空系统，价值超过 1 600 万美元(见图十八)。这仍然是在执行制裁朝鲜民主主义人民共和国制度方面扣押的规模最大的一批货物。这批货物显然违反了第 1874(2009)号决议第 9 段关于禁止朝鲜民主主义人民共和国出口各种军火和有关物资的规定。

图十八
在 4L-AWA 飞机上发现的货物



来源：专家小组

76. 这批货物和飞机的所有权链很复杂，需要长时间的调查。专家小组要求 12 个会员国直接或通过国际刑警组织提供资料，并要求调查该案的研究人员和记者提供资料。向阿拉伯联合酋长国(2011 年)和中国(2012 年)提出的要求仍未得到答复。

77. 虽然专家小组无法证实朝鲜民主主义人民共和国实际发货人和伊朗收货人的身份，但专家小组获得的大量证据显示哈萨克斯坦国民 Aleksandr Viktorovich Zikov 及与其长期有联系的乌克兰国民 Iurii Lunov 和 Igor Karev-Popov 在这一非法转让活动中发挥了积极作用并对其负责(见附件十三，B 部分中的护照复印件)。

78. 大量具体案情显示，这些人员协助安排这批货物，以避免其被发现，这证实他们认识到转让活动属于非法性质。East Wing 航空公司经理 Aleksandr Zikov 安排多次更改飞机所有权，以遮掩其实际所有权，其实通过他的妻子 Svetlana Zykova 和他的同伙的公司 SP Trading 持有控制权。与这批货物和该航班有关的文件显示有无数不可能被忽视的不合规定之处，除非 Iurii Lunov 和 Igor Karev-Popov 特意如此。更多详情可见附件十三，A 部分，调查期间收集的书面证据见附件十三，C 至 J 部分。

79. 从整体上看, 专家小组通过研究证据必然得出如下结论: 这三人认识到转让活动属于非法性质, 他们的行动有助于决议禁止的活动。因此, 根据第 2094 (2013) 号决议第 27 段的规定, 专家小组建议委员会指认 Aleksandr Viktorovich Zykov、Iurii Lunov 和 Igor Karev-Popov。该段要求委员会指认协助决议所禁止活动的个人, 包括在第 2094 (2013) 号决议获得通过之前协助这些活动的个人。

据称 2011 年 5 月在印度洋扣押的火箭

80. 曾有新闻报道称, 2011 年 5 月拦截了一艘据称从朝鲜民主主义人民共和国出发且运有火箭或爆炸物的船只(见S/2012/422 第 68 段)。专家小组确定, 此报道有误。专家小组与东非某国当局证实, 该国当局当时怀疑运往厄立特里亚的货物中有来自朝鲜民主主义人民共和国的违禁物项, 因此检查了这批货物。集装箱由于没有装载任何此类物项(见图十九), ⁵⁵ 因此被归还航运公司(见附件十四中的货物清单)。

81. 会员国在有合理理由认为出入朝鲜民主主义人民共和国的货物中有违禁物项时依照其检查货物的义务行事, 在检查后归还这些物项也是正确的。不过, 会员国没有按要求立即向委员会提交报告。有些会员国错误地认为, 第 1874 (2009) 号决议第 15 段与安全理事会其他制裁制度一样, 仅要求它们报告导致违禁物项被扣押的检查工作, ⁵⁶ 而不是一切检查工作。

图十九

检查后准许运往厄立特里亚的货物



来源: 专家小组

⁵⁵ 经检查, 发现集装箱装有运给公共技术服务中心的若干机床和有关设备, 该实体与厄立特里亚政府农业部有关。技术分析认为, 这些机床和设备都不是第 1718 (2006) 号和第 1874 (2009) 号决议禁止的物项。

⁵⁶ 例如, 第 1907 (2009) 号决议第 9 段要求任何会员国仅“在发现禁止供应、销售、转让或出口的物项时”向厄立特里亚制裁委员会提交报告。

2. 正在进行的调查

据称在 2011 年年初扣押的潜水艇零部件

82. 专家组从多种来源获得关于 2011 年截获的潜水艇零部件的资料，这些零部件以空运方式从东欧某国运往东南亚某国，朝鲜民主主义人民共和国一个实体涉嫌参与这一事件。专家组了解到某会员国正在对该案进行调查，并将继续询问情况。

企图从蒙古采购喷气式战斗机零部件

83. 据报告，2012 年 11 月，朝鲜民主主义人民共和国控诉蒙古从未交付其购买的喷气式战斗机零部件。蒙古当局启动了调查，该国反腐败机构从新闻报道中了解到，蒙古空军前指挥官于 2011 年签订了一项 150 万美元的合同，内容是向朝鲜民主主义人民共和国提供大约 20 架废弃不用的米格-21 喷气式飞机的发电机、其他备件和废料。⁵⁷ 反腐败机构还发现，发动机和零部件已发货，但从未抵达目的地。专家组与蒙古取得联系以确证这一报道，并指明禁止归还朝鲜民主主义人民共和国所付资金的相关制裁规定，蒙古立即作出了回应。

84. 第 2094(2013)号决议第 11 段规定，会员国应冻结受其管辖的与有助于违反或规避各项决议所规定措施的活动有关的任何金融或其他资产或资源。向朝鲜民主主义人民共和国销售喷气式战斗机零部件的行为将违反第 1874(2009)号决议第 10 段的规定。如果得到证实，专家组还将争取通知可能已参与这项活动的其他人员，这批喷气式战斗机发动机和零部件应予以扣押和处置，以阻止朝鲜民主主义人民共和国采购。

85. 这一可能的事件令人想起以前向专家组提供的资料，其中称，2009 年，某会员国怀疑有飞机运往朝鲜民主主义人民共和国，从而阻止了销售 32 架退役喷气式战斗机的活动(见 S/2012/422 第 74 段)。

2010 年 11 月法国扣押的与军火有关的物资

86. 2013 年 2 月，专家组检查了 2010 年 11 月在旧金山桥号上扣押的货物(见 S/2012/422 第 67 段)。这批货物被申报为“铜条和铜板”(见附件十五. A 部分中的提单)。经检查发现了军事专用物项(黄铜圆片)和其他可能军用的物项(铝合金棒和铜条)(见图二十)。

87. 法国当局向专家组通报，实验室检测和其他分析结果表明，1 800 个含硅的黄铜圆片的唯一用途是生产炮弹弹壳筒。专家组正在寻找关于圆盘的进一步资料，包括说明圆盘是在朝鲜民主主义人民共和国还是在其他国家生产的资料(见附件十五. B 部分中的技术证书)。

⁵⁷ “蒙古将军因企图向北朝鲜销售战斗机而接受调查”，美联社，2013 年 4 月 12 日。

图二十
法国所扣押物项的图片



来源：专家小组

88. 提单显示，发货人为Jing Huan贸易有限公司；法国当局向专家小组说明，该公司设在中国丹东(在平壤设有办事处)，是委员会于2009年4月指认的实体朝鲜永邦总公司的幌子公司。⁵⁸ 法国当局同样确定收货人为Company of Metallic Constructions and Mechanical Industries，其别名为Handasieh，是阿拉伯叙利亚共和国科学研究中心的幌子公司，该中心是一个与以前发生的不遵守决议事件有关的实体(见第46段)。⁵⁹ 此外，法国当局向专家小组解释说，货运单据提到一个合同号，据知其中涵盖朝鲜民主主义人民共和国军事合同(见附件十五，C部分)。

89. 专家小组设法追踪这批货物，迄今已追查到中远物流公司。该公司是大连的一个货运代理，据知该公司已进入朝鲜民主主义人民共和国市场。这一信息更有可能说明这批货物是从该国发出的。专家小组请会员国协助证实这一结论，并确定收货人的身份。

⁵⁸ 尽管“Ryongbong”不是名单所列的Ryonbong的别名，并且在朝鲜语中这两个名字的拼写不同，但很多执行制裁措施的会员国把“Ryongbong”这一拼法与“Ryonbong”交换使用，二者均指朝鲜永邦总公司(Korea Ryonbong General Corporation)。媒体文章也经常以一种拼写代替另一种拼写。

⁵⁹ Handasieh已被欧洲联盟(理事会2011年12月1日第1244/2011号执行条例)和美国(关于增加对阿拉伯叙利亚共和国的制裁措施的概况介绍，美国财政部，2012年7月18日)指认。

企图出口便携式防空系统

90. 2012年7月，Michael Ranger在大不列颠及北爱尔兰联合王国被判犯有于2008年企图向阿塞拜疆销售70至100套朝鲜民主主义人民共和国生产的便携式防空系统和其他物项的罪行。⁶⁰ 专家小组在与Ranger先生面谈时获得的法庭文件和资料使其难得地了解到朝鲜民主主义人民共和国销售军火的做法。

91. Ranger先生告诉专家小组，他自2004年以来与Hesong贸易公司代表做生意，若干会员国已确定该公司是朝鲜矿业发展贸易公司的子公司(见附件十六.A部分)。他通过电子邮件与他在Hesong公司的主要联系人O Hak-Chol(见附件十六.B部分中的外交护照)定期通信，并偶尔在朝鲜民主主义人民共和国设有大使馆的第三国的公共场所(旅馆、餐馆和酒吧)与他和另外两名朝鲜民主主义人民共和国代表见面。⁶¹ Ranger先生表示，在见面时，他们从未提及他们代表谁，也从未提及上级的姓名。这些特工人员对商业伙伴守口如瓶和实行克制，这表明在获得可靠资料以了解非法转让活动的细节和参与实体方面存在挑战。

92. 由于在数量和分期交货方面存在不可逾越的分歧，Ranger先生无法达成便携式防空系统协议。⁶² 谈判中的无争议部分显示，如果达成协议，将采用一架包租的货机(IL-76)或客机(IL-18)运送这批军火，估计费用为250 000美元至300 000美元。

93. 在该国盘算条款时，运输费用占有显著位置。在调查Ranger过程中获得的资料显示，朝鲜民主主义人民共和国认真审核底线，并拒绝数量小的订单，原因是其单位制造和(或)运输成本更高。专家小组获悉，该国与主流航运公司的直接联系有限，这对最后完成有些协议构成了主要障碍。朝鲜民主主义人民共和国不得不采用包租的接驳船将货物运至邻国的区域中心，这么做增加了军火运输成本。为了降低成本，该国坚持利用附近港口进行转运，这些港口在距离上不远于中国香港或中国台湾省高雄。

94. Hesong公司代表告诉Ranger先生，可供销售的产品包括现代和老式小武器和轻武器、全球定位系统干扰器、多管火箭系统，(特别情况下包括)射程最远为3 500公里的弹道导弹。⁶³ 在购买前从未向他出示武器样品。Ranger先生指出，朝

⁶⁰ 为了不影响Ranger先生随后上诉的结果，专家小组推迟了部分调查工作，不久将继续进行调查。2013年3月，Ranger先生对法院裁决提出的上诉被否决。

⁶¹ Ranger先生说，他在尼泊尔和马来西亚与他的主要联系人O Hak-Chol和其他人员见面。获得的其他资料显示，O Hak-Chol曾在朝鲜民主主义人民共和国驻古巴、秘鲁和也门大使馆任职。

⁶² 买方坚持采购样品批量的10套便携式防空系统，并在阿塞拜疆测试，然后再保证进一步购买，而朝鲜民主主义人民共和国坚持在其领土上进行测试，并且买方要保证订70套系统。

⁶³ Ranger先生称，中程弹道导弹的单价超过1亿美元，每次销售数量不少于3个，组合为1个长距和2个中距导弹或1个中距和2个长距导弹。

鲜民主主义人民共和国近期开始以欧元而不是美元标出武器价格。Ranger先生说，在他获得的武器中，他从未遇到从朝鲜民主主义人民共和国以外的国家采购的任何武器。⁶⁴

95. 专家小组建议委员会指定 Hesong 贸易公司和 O Hak-Chol 应受第 1718 (2006) 号决议第 8 (d) 和 8 (e) 段所定措施限制，原因是其从事决议禁止的活动。

2009 年 11 月南非扣押的与军火有关的货物

96. 专家小组虽然尚未有机会检查南非于 2009 年 11 月扣押的货物 (见 S/2012/422 第 71 段)，但获得了有关在这批货物被扣押之前的早些时候朝鲜民主主义人民共和国交付与军火有关的物资的进一步细节。尽管已经过去很长时间，但海运和空运公司均设法提供了相关货运单据，这些单据显示，这三批货物全部从中国发出或通过中国转运。海运和空运公司均不知道朝鲜民主主义人民共和国与货物之间的联系。

97. 埃塞俄比亚航空公司与设在北京的海翔国际运输有限公司订约，利用定期客机航班将一批货物从北京首都国际机场运至刚果 (见附件十七，A 部分中的提单)。海翔公司与高丽航空公司⁶⁵ 有联系，这些物项有可能从苏南机场发货，在北京仅仅是转运。专家小组请中国就这一分析和发货人提供资料。所运物项数量很大，不少于 5 吨，包括主战坦克和装甲车发动机等物项，其数量和性质值得注意 (见附件十七，C 部分)。

98. 有两批海运货物被申报为“推土机备件”或其他非违禁物项，专家小组还收到 CMA CGM 提供的关于这些货物的补充资料 (见附件十七，B 和十七，C 部分)。第一批货物的发货人为一个名为广州浪驰船舶服务有限公司的公司，承运人在黄埔港 (中国) 接管这批货物。第二批货物是中成国际运输公司大连办事处安排的。后者有可能从南浦发货，在大连转运。不过，朝鲜民主主义人民共和国可能在中国采购第一批货物中的物项，并直接在中国发货。专家小组正在寻找说明发货人身份的资料。

99. 专家小组获得的其他文件显示，朝鲜民主主义人民共和国驻刚果大使馆参赞 Song Chang-Sik 代表朝鲜民主主义人民共和国国防委员会人民武装部队部军事合作总司，积极参与这两批货物的合同谈判 (见附件十七，B 和 D 部分)。与军火有关的特定零部件和材料是机械进出口公司 (Machinery Export and Import Corporation) 提供的，该实体的经理为 Jong Yong-Kyong。Kim Kwang-Nam 大校 (见

⁶⁴ 一个为收藏者和电影业购买大量老式小武器和轻武器 (日本和俄罗斯于第二次世界大战和朝鲜战争期间制造) 的协议没有达成。

⁶⁵ 参见朝鲜民主主义人民共和国当局向欧洲商业协会提供的高丽航空公司代表名单，网址为 www.eba-pyongyang.com。

附件十七, D 和 E 部分)全面负责维修业务项目和管理来自朝鲜民主主义人民共和国的 40 名技术员。

100. 法兰西银行拒绝接受与这项合同有关的一笔电汇款, 这笔电汇款是从刚果银行汇至朝鲜民主主义人民共和国驻北京大使馆商务专员 Kim Kyong-Ho 持有的账户的(见附件十七, F 部分)。此后, 向以“朝鲜大使馆军事代表办公室”名义在刚果银行开立的账户存入资金。专家小组继续寻找资料, 以了解可能已经从该账户转出的资金的去向, 这是其发现和揭露涉及朝鲜民主主义人民共和国的非法金融网络的工作的一部分。该案说明朝鲜民主主义人民共和国如何利用其外交官员开展违禁活动, 谈判和订立合同, 利用银行账户使非法资金转移活动规避银行的尽职调查程序。

C. 执行奢侈品禁令

101. 专家小组调查了大量奢侈品事件, 包括日本自 2012 年 5 月以来向委员会报告的 9 次事件。新近报告的案件汇总情况见表 1(见附件十八提供的进一步细节)。此外, 专家小组检查了日本于 2012 年 9 月 18 日扣押的一张光盘。专家小组已经就早些时候的 6 起案件要求中国提供资料。

102. 日本提供的资料证实, 朝鲜民主主义人民共和国继续违反安全理事会的奢侈品禁令。朝鲜民主主义人民共和国采用虚假发货单和报关单、通过手持或电汇利用中介付款等隐瞒办法规避制裁。有两次虚报最终用户为驻平壤外交使团。

103. 日本当局称, 大连全球团结船务代理积极参与了 8 起案件, 并涉嫌参与另一起案件。正如以前强调的那样(见 S/2012/422 第 80 段), 供应商是朝鲜民主主义人民共和国的最终用户介绍给大连全球团结船务代理的中间商的, 该公司就有关货物和交易如何能免受日本执行奢侈品禁令的影响作出了具体指示。中国海关官员告诉专家小组, 小组 2012 年报告所述案件中的货物未被视为奢侈品。专家小组将继续进行调查。

表 1
自 2012 年 5 月以来日本报告的奢侈品案件

类别	采购的朝鲜民主主义人民共和国实体	协助者
酒精饮料	■ Korea Kyong Hung Trading Company	■ 大连全球团结船务代理(中国)
烟草和烟草产品	■ Korea Kyong Hung Trading Company	■ 大连全球团结船务代理(中国)
电子产品	■ Korea Computer Center ■ Pyongyang Information Center ■ Pyongyang office of Secoro Corporation	■ 大连全球团结船务代理(中国)
车辆	■ Lyonghung Trading ■ Korea Sangmyong General Trading Corporation	■ 大连全球团结船务代理(中国) ■ 沈阳市星宇鑫汽车配件商行(中国) ■ Doctor Logistics Company Limited(大韩民国)
化妆品	■ Korea Rungra 888 Trading Company ■ Korea Koryo Simcheong Company ■ Korea Moogwansei Company	■ 中成国际运输(大连)有限公司(中国) ■ 大连万景贸易有限公司(与大连全球团结船务代理有关)(中国)

来源：专家小组

104. 根据委员会公布的执行援助通知，为便于会员国执行该项决议的此项规定，可能需要确定奢侈品的定义，这属于会员国国家的责任。尽管第 2094(2013)号决议通过提供基准定义有助于促进加强一致性，但与对违规行为的解释一样，会员国对“奢侈品”一词的解释仍然各有差异，并且存在争议。

七. 阻截

105. 朝鲜民主主义人民共和国仍然依赖于进口核计划和弹道导弹计划所需的敏感物项，并且继续出口军火和其他违禁物项以产生收入，以便为此类计划提供资金。朝鲜民主主义人民共和国能够得到政治支持，可能是得益于该国能够提供敏感物项以支持其他国家的武器计划。

106. 安全理事会关于检查、扣押和处置货物的措施，是会员国打击朝鲜民主主义人民共和国非法活动可以采用的最有效工具之一。这些措施可大大提高查获的可能性，迫使其采用费用高昂的藏匿手段。第 2094(2013)号决议进一步提高了这些措施的效力，特别是将阻截确定为对会员国有约束力的义务，而且不仅要阻截运往或发自朝鲜民主主义人民共和国的货运，还要阻截朝鲜民主主义人民共和国

或其国民担任中介或给予协助的货运。朝鲜民主主义人民共和国与国际运输网络的联系包括公路、铁路、空运和海运；只有后两种方式报告了阻截问题。

A. 朝鲜民主主义人民共和国的机群和船队

107. 在本报告所述期间，专家小组继续监测朝鲜民主主义人民共和国的机群和船队。这些机群和船队在近几年没有重大变化。在朝鲜民主主义人民共和国注册的所有民航飞机仍然都是高丽航空拥有和运营的。2011 年以来，高丽航空从古巴国家航空公司采购了第五架伊留申-76 型飞机，并采购了一架新的安东诺夫-148 型飞机(最多可再购买两架)。高丽航空目前的机组清单见表 2。这些飞机中有的已经老化，⁶⁶ 可能只有有限数量的飞机目前能够运营。

表 2
高丽航空机组

飞机设备型号	数量	航程(公里)	最大有效负荷(吨)	最大载客数
客机				
AN-24	5	750-2 400	5.5	44-50
IL-18	4	4 300-6 400	13.5	100
IL-62	5	7 550-10 000	23	168-186
TU-134	2	1 900-3 300	8.6	84
TU-148	1	3 500-6000	9	80
TU-154	3	2 800-3 900	18	180
TU-204	2	4 400-9 250	21	214
货机				
IL-76 TD	3	3 700-9 400	50	
共计	25			

来源：斯德哥尔摩国际和平研究所和空运数据库。

108. 截至 2013 年 4 月，朝鲜民主主义人民共和国拥有的船队也与专家小组上次报告所述的情况基本相同。特别是，货运船队仍然基本都是普通货船(约 180 艘)，有的有集装箱能力，有的没有集装箱能力，此外还有若干散装货船和集装箱货船。⁶⁷ 增加的新船中最值得注意的是，采购了一艘 Global Nampo 号小型集装

⁶⁶ AN-24 和 IL-18 机龄在 40 年以上，TU-134 和 TU-154 机龄在 30 年左右。

⁶⁷ 少量渔船、客船、油轮、冷藏船和滚装船为朝鲜拥有，挂该国船旗。还有些外国实体拥有的船只也挂该国船旗。这些船一般在地中海和黑海航行，数量逐渐减少。普通货船略有增加(2000 年报告有 150 艘)，是因为投入使用和退出使用的船只之比为正值，另外还增加了 2010 年尚未确定是朝鲜实体运营的船只。

箱船(IMO 9000766, 见图二十二),⁶⁸ 在南浦和大连之间作为补给船运营。该船增加了朝鲜民主主义人民共和国运输密封标准海运集装箱的能力。⁶⁹

图二十一

Global Nampo 号, 原 Ji Xiang Shan 号(2007 年)



来源: Ivan Meshkov/www.shipspotting.com。

109. 象 Global Nampo 号这样挂朝鲜民主主义人民共和国以外船旗航行的船只非常少。2010 年, 朝鲜民主主义人民共和国拥有而挂外国船旗(主要是柬埔寨、蒙古、巴拿马和塞拉利昂)航行的船只总数估计有 20 至 25 艘。这个数字没有显著增加。只有一艘普通货船, 即 Bu Yon 2 号(现为 Vitory 2 号, IMO 8312227), 最近列入蒙古船籍, 而并未报告所有权或管理权发生变化。该船仍为 Korea Buyon 航运有限公司拥有和运营。

110. 涉及前 Light 号(现为 Vitory 3 号, IMO 8415433)的事件有力说明, 朝鲜民主主义人民共和国可能在使用外国公司作为幌子所有人和(或)运营商。直到 2006 年, Light 号(当时为 Bu Yon 1 号)为 Korea Buyon 航运有限公司拥有和运营, 挂朝鲜民主主义人民共和国船旗。2006 年中期, 该船转给在大连和香港注册的实体——Dalian Sea Glory 航运有限公司(管理人)和 Ever Ocean 航运代理(所有人), 改挂伯利兹船旗。但在 2011 年 5 月, 当美国海军船只征得伯利兹许可拦截 Light 号对其检查时, 船长回答说这是朝鲜民主主义人民共和国船只, 并拒绝检查人员登船。此事发生之后, Light 号随即被转给在香港注册的另一家船务管理公司——Sea Star

⁶⁸ 该船能装运最多 200 个 20 英尺标准集装箱。2011 年以来, 该船为朝鲜 Korea Miyang 航运有限公司拥有和运营。该船目前挂塞拉利昂船旗航行。

⁶⁹ 另有两艘船为朝鲜拥有并挂该国船旗。然而, 只有 O Hak San 号(IMO 8735924)在运营。Kum Rung 7 号(IMO 8208892)自 2010 年中期以来似未在运营。大多数被发现载有非法货物的集装箱是由 Song Hoa 2 号从南浦运到大连的; 这是一艘普通货船, 具有较低集装箱能力(70 个 20 英尺标准集装箱), 为朝鲜拥有并挂该国船旗航行。

船务有限公司，并列入塞拉利昂船籍。专家小组已请中国提供关于这三个实体和 Light 号在事件发生时所载货物的资料。

111. 进一步分析最近退出朝鲜民主主义人民共和国船籍的案例发现，还有少量该国拥有的船只可能已被转给幌子外国所有人和(或)运营商，数量有限但值得注意。专家小组找出至少 5 艘船(见表 3)退出朝鲜民主主义人民共和国船籍，模式与 Light 号相似。⁷⁰ 它们都有如下特点：(a) 所有权和管理权转给新成立或注册的公司；(b) 这些公司拥有或管理的其他船只很少或不存在；(c) 这些船只改挂众所周知的方便旗(如蒙古、巴拿马和塞拉利昂)；(d) 这些船只继续经常在朝鲜民主主义人民共和国港口靠港。根据第 2094(2013)号决议，会员国须向委员会提供关于朝鲜民主主义人民共和国飞机或船只可能为规避制裁而转让、改名或易旗的资料。

表 3

可能仍受朝鲜民主主义人民共和国控制的船只

IMO 编号	现用名	曾用名	现船旗	新运营商国籍	挂朝鲜民主主义人民共和国船旗和(或)受其控制的时期
8403258	Guang Hai	Kwang Hae	巴拿马	中国(香港)	2009-2011
8410603	Chon Won 65	Hye Song 2	蒙古	朝鲜民主主义人民共和国	2005-2011
9536272	New Hunchun	Ji Song 11	塞拉利昂	中国	2009-2010
8217685	Sunshine	Hua Seng	塞拉利昂	中国(香港)	2003-2009
8651219	Karo Bright	Dong Fang	塞拉利昂	中国(香港)	2012

来源：Seasearcher 和 Equasis。

112. 除前 Light 号之外，上述船只没有被报告可能涉及不遵守决议的事件。此外，专家小组还不能确定这些变化是为规避制裁而操作的。

B. 规避制裁的模式

海运

113. 报告给委员会或提请专家小组注意的大多数不遵守决议事件仍然涉及海运。目前还不完全清楚，这是因为空运非法货物较少，还是因为非法空运转移由于可收集情报并计划阻截的时间短而更难查获。

⁷⁰ 专家小组尚未找到关于 Fu Hong 号(8687536)和 Faith 号(8225436)新的所有人和运营商的任何资料。这两艘船分别是 2012 年 11 月和 2013 年 4 月退出朝鲜船籍的。

114. 大多数记录的海运非法货物涉及集装箱货物，这是成本效益最高和藏匿非法物项最有效的航运方法。这对全球航运公司是一个特别挑战，它们经常发现无意载运了违禁物项，有时严重危及其雇员和资产。

115. 由于没有国际航运公司在朝鲜民主主义人民共和国港口靠港，所有来自或发往朝鲜民主主义人民共和国的集装箱都是通过区域运输枢纽处理的。在转运过程中更改航运资料，往往使航运公司意识不到其载运的货物来自朝鲜民主主义人民共和国。根据箱位租用或空间租用协议以其他承运人名义运输的集装箱，进一步减少了海运公司可以掌握的信息。在此类情况中，专家小组发现，被查出载有违禁物项的船只的运营公司无法查阅集装箱的提单。因此，海运公司在邻近朝鲜民主主义人民共和国的港口装载集装箱时，应特别予以警惕，特别是对已知涉及朝鲜民主主义人民共和国市场的货运代理安排的航运，以及在提单信息不能充分证明实际托运人和(或)发货人时。

116. 会员国和私营公司两方面都采取了一些举措，以预防性措施加强其查出高风险货运的能力。例如，毒品和犯罪问题办公室集装箱管制方案培训海关官员按照非法货物高风险的具体标准检查货物。另外，根据法国海运群组签署的《行为守则》(见附件十九)，其成员承诺检查带有高风险迹象的货运，如托运人的国籍和装货港口，并促进与国家当局的交流。

117. 专家小组建议，会员国鼓励其货运业运营商采取措施，加强查出高风险货运的能力，并分享关于可疑货物的信息。

空运

118. 虽然大多数已知阻截案例涉及海运，但是专家小组有证据说明，朝鲜民主主义人民共和国也利用常规货运服务和包机货运来运输违禁物项。常规货运服务比包机的费用低，使用客运或定时货运飞机来往于大型枢纽。这种航班成本效益更高，但也受到更多安全管制。因此，使用这种航班取决于货物能否经得起严格检查。虽然武器弹药无法通过，但不是那么紧要的物项，包括武器相关材料，可能会通过。例如，朝鲜民主主义人民共和国用埃塞俄比亚航空公司货运服务，向刚果发运了 5 吨用于坦克和装甲车等的发动机和备件(见第 97 段)。因此，从 5 个国际机场向平壤提供经常货运服务的货运商和航空公司(见第 123 段)，应密切监测所有来自或发往朝鲜民主主义人民共和国的所有货物。

图二十二
高丽航空 IL-62 型飞机在外国机场的经常定时航班(2006 年 7 月)



来源：Joseph K. K. Lee/Airliners.net。

119. 专家小组指出，航空公司和其他涉及航空货运业者可能会不正确地解释国际民航组织对“危险物品”的定义，⁷¹ 将其等同于第 1874(2009)号决议具体所称的“所有武器及相关物资”。事实上，不是“所有武器及相关物资”都存在安全危险。因此，航空公司可能会同意运输国际民航组织标准许可但受到决议禁止的物项。但如果航空公司这样做，就可能被依照第 2094(2013)号决议第 27 段指认为定向制裁对象，因为其中规定，协助各项决议禁止的活动或协助规避这些决议所定措施的个人或实体可受到指认。专家小组打算与国际民航组织和国际航空运输协会进一步探讨如何提高货运商和航空公司对决议适用范围的认识。

120. 如在曼谷扣押的武器和企图出口的便携式防空系统(见第 75 和 92 段)显示，运输敏感性或价值更高的物项或商品值得花费较高的空运费，因此主要采用非定时或包机航班。这两批货运价值估计各自都在 1 600 万美元以上。专家小组认为，对发自或开往朝鲜民主主义人民共和国的所有非定时航班都应进行仔细检查，特别是军用类型运输飞机运营的航班。

⁷¹ 国际民航组织对无论在任何情况下禁止空运的危险货物的定义为“在正常的运输状态下易爆炸、发生危险反应、产生火焰或危险的热量，或危险释放毒性、腐蚀性或易燃气体或蒸气的任何物品或物质”，国际民航组织，《危险物品安全航空运输技术细则》，2011-2012 年版(蒙特利尔)。

121. 在这方面, 专家小组认为, 2012 年 9 月, 伊拉克拒绝高丽航空报称载有“民用商品”的 IL-76 飞机越过该国飞往阿拉伯叙利亚共和国是谨慎之举(见附件二十)。这个航班表现出许多风险指标, 包括无任何明显的经济理由。专家小组指出, 第 2094(2013)号决议第 18 段现在呼吁会员国, 在有情报提供合理理由令人相信飞机上载有违禁物项时, 不让飞机从其领土起飞、在其领土降落或飞越其领土, 并将对关于此类情况的报告保持警惕。

122. 2012 年, 专家小组请斯德哥尔摩国际和平研究所帮助其理解发往或来自朝鲜民主主义人民共和国的货运动向, 特别是包机货运的动向。专家小组将在下面简要介绍研究的主要结果, 并重点提供能够帮助会员国执行第 2094(2013)号决议第 18 段的新措施的信息。

航班规律

123. 斯德哥尔摩国际和平研究所从各国民航管理局和国际组织收集数据, 总结出 2005 年至 2012 年开往或来自朝鲜民主主义人民共和国的定期和包机空运及货运航班的综合情况。关于普通航班, 该研究所根据国际民航组织、航班追踪数据库和各国民航管理局提供的资料, 列出了这几年定时航班的综合情况。2005 年至 2012 年, 只有两个航空公司运营开往或来自朝鲜民主主义人民共和国的定时航班, 即中国国际航空公司和高丽航空。中国国航在平壤和北京之间运营定期航班(2013 年为每周两班)。⁷² 高丽航空定时航班的目的地数量逐年减少。⁷³ 目前, 高丽航空在平壤和五个国际目的地之间运营航班(很可能实际航班少于定期安排的数量):⁷⁴

- (a) 北京(每周三次);
- (b) 中国沈阳(每周两次);
- (c) 吉隆坡(每周两次);
- (d) 俄罗斯联邦符拉迪沃斯托克(每周一次);
- (e) 曼谷(每周一次)。

124. 关于包机, 斯德哥尔摩国际和平研究所联系的大多数民航管理局未给予合作, 所以不能汇编提供完整综合情况所需的数据。在整个 2005 年至 2012 年期间, 研究所得以确认的只有极少数飞往或来自朝鲜民主主义人民共和国的包机货运

⁷² 时刻表见 www.airchina.us/en/timetables.html。

⁷³ 以前有到中国大连、莫斯科、俄罗斯联邦哈巴罗夫斯克、中国澳门和中国深圳的定时航班; 还有一些目的地在若干年前已经取消。

⁷⁴ 高丽航空的时刻表(见 www.airkoryo.com.kp)没有列出到吉隆坡和曼谷的航班, 但这两个机场的时刻表都有列明。

或客运航班，其中有三个似为对朝鲜民主主义人民共和国的人道主义援助货运，两个涉及第 75 段所述的曼谷扣押。但研究所确认，在这一期间，高丽航空的飞机(如IL-62 和IL-76)经常在已知的定时航班活动之外开到外国机场。⁷⁵ 因此，可以肯定包机航班比确认的要多，而且将来还会有更多包机航班。

图二十三

高丽航空 IL-76 飞机的非定时航班在某外国机场着陆(而 2012 年 7 月)



来源: Maksimov Maxim/www.airliners.net。

风险因素

125. 研究报告着重指出，最值得关切的非法航运是包机航班；包机具有若干不同于一般情况的特点，简要介绍见表 4。会员国应参照这些指标，确定是否批准有关朝鲜民主主义人民共和国的航班从其领土起飞、在其领土降落或飞越其领土的申请。

表 4

风险指标简表

指标	风险指标	会员国应问的检查问题
包机航班	包机航班费用远远高于定时航班，说明货物的价值或敏感性更高。	货物是否本可用定时航班而不用包机服务来运输？
飞机类型	飞往或来自武器禁运国家的军用类型飞机应检查是否有军事装备。	是否涉及军用货运飞机？ 飞机是否飞往受制裁国家？
航班路线	如果技术性停靠的机场使路线增加很多里程，或避开了可能提供更廉价燃油	运营商是否本可选择更有效益的路线？

⁷⁵ 2005 年以来，发现高丽航空 IL-62 飞机大约 60 次，IL-76 飞机大约 15 次。

指标	风险指标	会员国应问的检查问题
	和(或)技术服务的机场,就不符合经济规律,因而可能是掩盖非法活动。	路线是否避开了重要转运点? 航班过境国是否与朝鲜民主主义人民共和国有已知的军事关系?
所有权	飞机的所有权和资产运营历史可以显示从事非法活动的公司之间的资产交换。	飞机在不久前是否有违反制裁或武器禁运记录的公司所有?
航班许可证	没有适当的航班运营许可证和飞机在“方便旗”国家注册可能说明运营商和(或)飞机涉及非法活动。	运营商和飞机是否具有所有必要的许可证? 飞机的旗国是哪个?

126. 会员国还应考虑朝鲜民主主义人民共和国飞机的航空安全和保险额度。2006年,出于对安全标准和朝鲜民主主义人民共和国有关当局对航空公司监督不力的关切,高丽航空除图波列夫-24型以外的所有飞机被禁止在欧洲联盟领空飞行。⁷⁶ 保险额度方面也有类似关切。目前,高丽航空似在朝鲜民主主义人民共和国朝鲜国家保险公司投保,但弄不清楚这家保险公司是否有足够的再保险来承保严重事故。斯德哥尔摩国际和平研究所接触的多名保险经纪人指出,他们不向朝鲜国家保险公司提供再保险,因此弄不清楚高丽航空目前有任何声誉良好的外国保险商承保。

改进收集和分享信息的建议

127. 斯德哥尔摩国际和平研究所的研究报告证明,如果区域各国、特别是朝鲜民主主义人民共和国的邻国之间不经常交流信息,就无法取得关于朝鲜民主主义人民共和国的准确和全面的空运数据,尤其是关于包机航班的数据。实际上,在研究所和(或)专家小组联系的58个民航管理局中,只有两个确认了从其监测领空通行的航班(另有22个国家的官员提供了背景资料,但没有确认航班情况)。另外,该区域没有类似欧洲航空安全组织的航空管制机构,对可能的规避制裁者带来可乘之机。

128. 专家小组建议,为促进决议执行工作,该区域各国民航管理局应改进彼此之间以及与第三方(如专家小组)分享数据的程序。

129. 专家小组还指出,大多数航空管理局不存储两年、有时甚至是90天以上的航班数据记录。因此,在数据丢失之前与有关各方(如专家小组)分享有用信息十分重要。

⁷⁶ 2006年3月欧盟委员会(EC)第474/2006号条例制定了欧盟议会和理事会(EC)第2111/2005号条例第二章所述的在欧盟禁止运营的航空公司名单,《欧洲联盟官方公报》。

八. 旅行禁令和财产总结

130. 第 2087(2013) 号和第 2094(2013) 号决议指认了 7 名个人和 8 个实体，使个人和实体总数分别达到 12 名和 19 个。⁷⁷ 迄今为止，还没有会员国向委员会报告拒绝被指认个人或家庭成员入境或过境的情况，或向委员会请求不适用有关规定。⁷⁸ 专家小组建议，会员国在自愿和保密基础上向专家小组提供资料，介绍根据旅行禁令的规定采取的行动。

131. 专家小组认为，在执行旅行禁令方面，需要更加严格检查和提高警惕，特别是在入境或过境港以及向朝鲜民主主义人民共和国国民签发护照时。与朝鲜民主主义人民共和国有免签证协议的国家需要特别注意。^{79、80}

132. 朝鲜民主主义人民共和国国民使用外国护照从事非法或可疑活动的问题也应引起注意。专家小组确认，目前正在接受调查的某事件所涉朝鲜民主主义人民共和国两名个人获得了基里巴斯签发的护照，⁸¹ 后来又更换为塞舌尔签发的护照。

133. 第 2094(2013) 号决议第 24 段呼吁各国加强对朝鲜民主主义人民共和国外交人员的警惕。这起事件说明，各国还应当审慎注意商务人士。特别是，各国应仔细审查朝鲜民主主义人民共和国国民购买护照的申请，因为这项技术被用来掩盖借以规避制裁的第三国幌子公司的所有权。

134. 安全理事会或委员会没有强行要求会员国提交关于可能下令冻结的财产的报告，也没有任何国家自愿提交此类报告或请求不适用有关规定。虽然没有什么证据，但是专家小组认为，财产冻结正在发挥预期效力。

⁷⁷ 指认的个人和实体名单见委员会网址：www.un.org/sc/committees/1718/pdf/List_Entities_and_Individuals.pdf。

⁷⁸ 第 1718(2006) 号决议第 10 段。

⁷⁹ 根据恒理环球顾问事务所对国际航空运输协会数据所作的研究，朝鲜的护照持有者可面签证进入 39 个国家。见 www.henleyglobal.com/citizenship/visa-restrictions。

⁸⁰ 专家小组了解到，朝鲜与若干国家对外交和公务护照持有者有相互免签协议，包括白俄罗斯、保加利亚、中国、埃及、印度尼西亚、伊朗伊斯兰共和国、吉尔吉斯斯坦、老挝人民民主共和国、马来西亚、蒙古、缅甸、俄罗斯联邦、新加坡、塔吉克斯坦、乌克兰和越南。朝鲜与老挝人民民主共和国、马来西亚和越南有访问不超过 30 天免签订的协议。

⁸¹ 在 2013 年 3 月的电视频道采访中，基里巴斯总统阿诺特·汤承认基里巴斯向朝鲜国民出售过护照。但他说，2004 年已经停止了这种做法。“基里巴斯护照卖给北朝鲜人：总统”，澳大利亚国际频道新闻，2013 年 3 月 7 日。

135. 令专家小组感到关切的是，有些被指认的实体(如端川商业银行和朝鲜矿业发展贸易公司)继续向海外办事处派设工作人员。⁸² 另外还注意到，有些被指认实体(如朝鲜永邦总公司，可能还有其子公司)似仍然能够参加合资。⁸³ 第 2087(2013) 号和第 2094(2013) 号决议通过的措施，至少将被指认实体与合资商业伙伴之间的交易定为涉嫌危险交易。

136. 专家小组的调查经常发现所涉朝鲜民主主义人民共和国实体新的或未经认定的名称，非常需要会员国协助将这些实体与被指认实体联系起来。专家小组对最近被指认的实体的研究发现，最近使用莲河机械合营会社的名称是在 2008 年早些时候的朝鲜民主主义人民共和国出版物中。因此，这家公司在运营中的名称是莲河机械公司，“Ryonha”有时在别名中拼为“Ryonhwa”。这家公司在营销产品时还采用叫Unsan的名称。莲河机械合营会社使用的别名和识别名称清单增加的内容见附件二十一。专家小组强调，关于朝鲜民主主义人民共和国的别名清单无法穷举，原因包括将朝鲜文名称译为其他语文有多种变通办法。⁸⁴

137. 为提高强制执行指认的有效性，应帮助避免合法假象，专家小组建议：

(a) 委员会应更新指认清单的信息，补充关于莲河机械合营会社使用的别名和识别名称的资料；

(b) 委员会应以实体或个人在经常开展业务中使用的所有语文列出被指认实体和个人的名称和已知别名；

(c) 委员会应请会员国向委员会和专业小组提供关于代表已经被指认的个人和实体或按其指示行事的所有个人和实体以及由他们拥有或控制的实体的补充资料，并在可能范围内向所有会员国提供此类资料。

138. 专家小组认为，第 2094(2013) 号决议中金融措施的执行工作，可以改善评估遵守决议情况和旅行禁令及财产冻结措施效力的前景。专家小组建议，会员国在自愿和保密基础上向专家小组提供资料，介绍根据财产冻结的规定采取的行动(第 1718(2006) 号决议第 8(d) 段和第 2094(2013) 号决议第 8 段)，并继续每年提供资料，特别是提供事件记录及所涉总金额。

⁸² 见对端川商业银行代表 Kim Kwang-Il 和 Ra Kwang-Su 的任命，美国联邦纪事，第 78 卷，第 24 号，第 8221-8222 页；另见对端川商业银行代表 Mun Chong Chol 和朝鲜矿业发展贸易公司代表 Yon Chong-Nam 和 Ko Chol-Chae 的任命，美国联邦纪事，第 78 卷，第 57 号，第 17996-17997 页。

⁸³ 会员国对联合国指认的执行情况报告经常拼写为“Ryongbong”，虽然这种拼法没有被列为永邦(Ryonbong)总公司的别名。还有些新闻报道似互相替换使用两种拼法。

⁸⁴ 专家小组敦促会员国特别注意名称看似与被指认实体相像的实体进行的交易。专家小组审查的文件显示，朝鲜实体经常不完整填写要求全名、地址和联系信息的项目，这应引起警惕并对货运和金融交易进行更密切调查。

九. 金融措施

139. 虽然只有一些会员国提交了关于制裁执行情况的详细报告，但是这当中包括了大多数在国际金融系统中具有重要地位的国家。专家小组非常有信心，各项决议的金融措施总体上正在得到主要银行的有效执行。但专家小组关切的是，监管机构不够有力的国家的银行能力较差，还有些没有充足资源来有效遵守规定，以查出和预防涉及朝鲜民主主义人民共和国的非法交易(见第 100 段)。

140. 专家小组继续与反洗钱金融行动任务组密切合作，并与类似反洗钱金融行动任务组的区域机构进行接触。2012 年 2 月，反洗钱金融行动任务组通过一项关于扩散的定向金融制裁的建议，这是其订正国际金融标准的新内容之一。反洗钱金融行动任务组很快将定出指导文件，以帮助各国理解各项决议的金融规定。⁸⁵

141. 2013 年 2 月，由于朝鲜民主主义人民共和国在反洗钱方面存在严重不足，反洗钱金融行动任务组决定在公开声明中继续保留该国(见附件二十二)。关于朝鲜民主主义人民共和国的交易，反洗钱金融行动任务组敦促成员的金融机构采取反措施，包括加强应有注意，并敦促银行慎重考虑相关成本及其名誉风险。鉴于最近几项决议对与朝鲜民主主义人民共和国进行金融交易增加了更大力度的新限制，今后更多公司可能会决定避免这种交易。

142. 专家小组对可能违反制裁的事件的调查显示，朝鲜民主主义人民共和国通过幌子公司和经纪人，利用基于贸易的洗钱办法，为非法采购支付资金，并转移出售武器和与大规模毁灭性武器相关的物项而获得的收益。该国利用开设公司的经纪人，在依照法律难以或无法确定实际所有人的地点设立海外公司。该国可能经常更换公司秘书和挂名经理，而在另一个国家以类似名称运营办事处和开展银行业务。第 2094(2013)号决议第 11 段提及大笔现金问题，这反映出的关切是，据报朝鲜民主主义人民共和国目前越来越多地利用现金携带者，以避开金融机构之间的转账。

143. 银行提高警惕是防止欺诈的第一道防线，特别是已经纳入全面遵守程序的“了解客户”做法。专家小组在一起案例中了解到，某银行意识到账户活动与其客户的业务不相符；银行提交了嫌疑交易报告，使当局得以及时防止大型非法交易。如在泰国扣押武器和企图购买豪华游艇事件中，在掌握金融线索时，专家小组能够提出更多重要证据。尽管如此，大多数会员国对指称不遵守决议事件的调查没有尝试“顺着钱查”的办法，而是依赖于收集的关于违反出口管制的证据。

⁸⁵ 在第 2094(2013)号决议中，安全理事会欢迎反洗钱金融行动任务组建议中关于扩散的定向金融制裁的建议 7，并敦促会员国适用这条建议的解释性说明和反洗钱金融行动任务组的有关指导文件。

双管齐下进行调查是一项建议的最佳做法，对侦查和切断涉及朝鲜民主主义人民共和国的非法金融网络是不可或缺的。

144. 第 2094(2013)号决议制定了关于银行业务的新措施，简要情况见附件一。朝鲜民主主义人民共和国的金融机构非常缺乏透明。为帮助会员国执行这些新措施，专家小组在附件二十三中列出了其知道或认为截至 2013 年 3 月 7 日在运营的银行。

十. 制裁的意外影响

A. 平民

145. 各项决议强调，制裁的意图不是对朝鲜民主主义人民共和国的平民产生不利的人道主义后果。虽然制裁制度一般可能会无意伤害平民引起关切，但是专家小组指出，由于无法访问该国，因此仍然很难调查这个问题。专家小组以前各自报告也指出了这一点。

146. 专家小组继续与在朝鲜民主主义人民共和国开展工作的非政府组织和联合国机构进行协商。虽然这些方面共同的经验、了解的内部情况和报告提供了关于该国总体人道主义状况的信息，但是专家小组很难在执行联合国制裁与对平民的任何不利影响之间建立关联。

B. 外交使团

147. 第 1874(2009)号、第 2087(2013)号和第 2094(2013)号决议反复强调，所有会员国执行第 1718(2006)号决议第 8(a)(三)和 8(d)段时，根据《维也纳外交关系公约》，不应影响驻朝鲜民主主义人民共和国外交使团活动。若干会员国向委员会和专家小组报告，其代表团在业务中遇到安全理事会关于朝鲜民主主义人民共和国的决议造成的困难。其中部分原因是，外国私营部门金融和其他实体不愿向驻该国的外交使团提供货物和服务。

148. 专家小组会见了几位驻朝鲜民主主义人民共和国外交使团的团长，⁸⁶ 并研究了会员国提供的资料。委员会还询问在朝鲜民主主义人民共和国设有常驻外交代表团的会员国，它们的活动是否因为实施制裁受到妨碍，并请其对肯定回答提供详细情况。专家小组正在审议提供的资料，并将向委员会提交评估。

十一. 建议

149. 专家小组向委员会和会员国提出如下建议：

⁸⁶ 俄罗斯联邦大使 Valery Sukhinin(2011 年 9 月)、德国大使 Gerhard Thiedemann(2011 年 12 月和 2013 年 2 月)以及大不列颠及北爱尔兰联合王国大使 Karen Wolstenholme(2012 年 1 月)。

A. 专家小组对委员会的建议

建议 1

专家小组建议委员会指认下列实体和个人：⁸⁷

(a) 按照第 1718(2006)号决议第 8(d)和 8(e)段(后一段涉及下面第(一)分段), 以及第 2094(2013)号决议第 8 和 27 段, 涉及参与和协助朝鲜民主主义人民共和国核计划的(见本报告第 21 和 22 段):

- (一) 原子能工业省(원자력공업성);
- (二) 原子能工业相, 待提名后;

(b) 按照第 1718(2006)号决议第 8(d)和 8(e)段(后一段涉及下面第(一)和(二)分段), 以及第 2094(2013)号决议第 8 和 27 段, 涉及参与和协助朝鲜民主主义人民共和国弹道导弹计划的(见本报告第 37-40 段):

- (一) 朝鲜劳动党中央委员会军火工业局(기계공업부); 又称军火生产局、军需工业局、机械工业局或机械制造工业局;
- (二) 国家宇宙开发局(국가우주개발국);
- (三) 朱奎昌(주규창, Ju Kyu-Chang), 朝鲜劳动党军火工业局局长; 又名 Chu Kyu-Chang; 生于 1928 年 11 月 25 日;
- (四) 全炳浩(전병호, Jon Pyong-Ho), 朝鲜劳动党军火工业局前局长; 生于 1926 年 3 月 20 日;
- (五) 朴道春(박도춘, Pak To-Chun), 朝鲜劳动党军火工业局书记; 生于 1944 年 3 月 9 日;
- (六) 洪承武(홍승무, Hong Sung-Mu), 朝鲜劳动党军火工业局副局长;
- (七) 崔春植(최춘식, Choe Chun-Sik), 第二自然科学学院院长;
- (八) 李雄元(리웅원, Ri Ung-Won), 国家科学院第一书记;

(c) 按照第 1718(2006)号决议第 8(d)和 8(e)段, 以及第 2094(2013)号决议第 8 和 27 段, 涉及参与决议所述违禁活动的(见本报告第 75-79 段):

- (一) Aleksandr Viktorovich Zykov, 哈萨克斯坦; 生于 1960 年 7 月 12 日;
- (二) Iurii Lunov, 乌克兰护照号 EE095459; 生于 1960 年 5 月 8 日;

⁸⁷ 朝鲜文、中文和日文信息摘自朝鲜资料来源。

(三) Igor Karev-Popov, 乌克兰护照号 EC499624; 生于 1977 年 10 月 11 日;

(d) 按照第 1718(2006)号决议第 8(d)和 8(e)段(后一段涉及下面第(二)分段), 以及第 2094(2013)号决议第 8 和 27 段, 涉及第 1718(2006)号决议第 8(b)段和第 1874(2009)号决议第 9 段所述违禁活动的(见本报告第 90-95 段):

(一) Hesong 贸易公司(혜성무역회사); 地址: 朝鲜民主主义人民共和国平壤市中央区胜利街 61-76 号(61-76 Sungri Street, Central District, Pyongyang City, Democratic People's Republic of Korea;

(二) O Hak-Chol(오학철), 朝鲜民主主义人民共和国外交护照号 D 554110028(过期); 生于 1968 年 9 月 16 日。

建议 2

专家小组建议委员会按如下方式更新已有的指认个人与实体清单:

(a) 更新安全理事会第 2087(2013)号决议指认的朝鲜莲河机械合营会社使用的别名清单, 增加下列别名和识别名称(见本报告第 136 和 137 段以及附件二十一详细资料):

英文: Ryonha Machinery Corporation、Ryonha Machinery、Ryonha Machine Tool、Ryonha Machine Tool Corporation、Ryonha Machinery Corp.、Ryonhwa Machinery Joint Venture Corporation、Ryonhwa Machinery JV、Huichon Ryonha Machinery General Plant、Unsan 以及 Unsan Solid Tools

朝鲜文: 련하기계무역회사、련하기계、조선련하기계합영회사

中文: 莲荷机械合营公司、莲河机械、熙川莲河机械综合工厂

日文: 蓮河機械会社、朝鮮蓮河機械合营会社、蓮河機械、蓮花機械合弁会社、熙川蓮河機械総合工場

地址: 朝鲜民主主义人民共和国平壤市中央区童安栋(Tongan-dong, Central District, Pyongyang, Democratic People's Republic of Korea)

电邮地址: ryonha@silibank.com; sjc-117@hotmail.com; millin@silibank.com

电话号码: 850-2-18111; 850-2-18111-8642; 850-2-18111-3818642

传真号码: 850-2-381-4410

(b) 以实体或个人在经常开展业务中使用的所有语文列出被指认实体和个人的名称和已知别名(见本报告第 137 段)；

(c) 请会员国向委员会和专业小组提供关于代表已经被指认的个人和实体或按其指示行事的所有个人和实体以及由他们拥有或控制的实体的补充资料，以改进财产冻结规定的执行情况(第 1718(2006)号决议第 8(d)段和第 2094(2013)号决议第 8 段)；并在可能范围内向所有会员国提供此类资料(见本报告第 137 段)。

建议 3

专家小组建议委员会认定下列物项和材料应受第 1718(2006)号决议第 8(a)(二)段所施加措施的制裁，采用的技术参数如附件八所述(见本报告第 28 段)：

- (a) 马氏体时效钢；
- (b) 频率变换器(又称变频器或转换器)；
- (c) 高强度铝合金；
- (d) 纤维状或丝状材料和预浸料；
- (e) 绕丝机及有关设备；
- (f) 环形磁铁；
- (g) 薄条状半硬磁合金。

B. 专家小组对会员国的建议

建议 4

专家小组建议会员国适当尽责并根据第 2094(2013)号决议第 22 段中的全面管制规定，防止转让能被用于朝鲜民主主义人民共和国被禁止的方案之物项，包括决议规定禁止该国进出口的任何主要构件，以及规格低于控制清单门槛但构成严重威胁之物项(见本报告第 29、33、58 和 65 段)。

建议 5

专家小组建议会员国鼓励其货运业运营商采取措施，加强查出高风险货运的能力，并分享关于可疑货物的信息(见本报告第 113-117 段)。

建议 6

专家小组建议会员国参照专家小组针对朝鲜民主主义人民共和国航班的风险指标，按照第 2094(2013)号决议第 18 段评估从其领土起飞、在其领土降落或飞越其领土的许可申请(见本报告第 125 段和表 4)。

建议 7

专家小组建议会员国在自愿和保密基础上向专家小组提供资料，介绍根据财产冻结的规定采取的行动(第 1718(2006)号决议第 8(d)段和第 2094(2013)号决议第 8 段)，并继续每年提供资料，特别是提供事件记录及所涉总金额(见本报告第 138 段)。

建议 8

专家小组建议会员国在自愿和保密基础上向专家小组提供资料，介绍根据旅行禁令的规定(第 1718(2006)号决议第 8(e)段和第 2094(2013)号决议第 10 段)和全面管制规定(第 2094(2013)号决议第 22 段)采取的行动(见本报告第 130 段和建议 4)。

Annex I Overview of United Nations sanctions measures relating to the Democratic People's Republic of Korea*

<i>Resolutions</i>	<i>1718 (2006)</i>	<i>1874 (2009)</i>	<i>2087 (2013)</i>	<i>2094 (2013)</i>
1. Prohibited programmes				
	All nuclear, other WMD and ballistic missile programmes (paras. 5-7).	No change.	No change.	No change.
2. Prohibited trade and services (export to or import from DPRK)				
Conventional arms	Battle tanks, armoured combat vehicles and aircraft, large calibre artillery systems, attack helicopters, warships, missiles or missile systems, or related materiel (para. 8(a) (i) and 8(c)).	Extended to all arms and related material (except import of small arms and light weapons and their related materiel) (paras. 9-10).	No change.	No change.
Nuclear related items	S/2006/814* (para. 8(a) (ii) and 8(c)) * <i>Superseded.</i>	Updated with the items listed in INFCIRC/254/Rev.9/Part. 1a and INFCIRC/254/Rev.7/Part 2a (para. 23). [[CO]]	Updated with INFCIRC/254/Rev.11/Part 1 & INFCIRC/254/Rev.8/Part 2 (para. 5(b)) [[CO]]	Added 2 items: (1) <i>perfluorinated lubricants</i> ; (2) <i>UF6 Corrosion Resistant Bellow-sealed Valves</i>
Ballistic missile related items	S/2006/815* (para. 8(a) (ii) and 8(c)) * <i>Superseded.</i>	Updated by S/2009/205 on 15 April 2009. On 16 July 2009, the Committee added two items (S/2009/364): (1) <i>Graphite designed or specified for use in Electrical Discharge Machining (EDM) machines</i> ; and (2) <i>Para-aramid fiber (Kevlar and other Kevlar-like), filament and tape.</i>	Updated by S/2012/947 (para. 5(b))	Added 5 items: (1) <i>Special corrosion resistant steels</i> , (2) <i>ultra high-temperature ceramic composite materials in solid form</i> , (3) <i>pyrotechnically actuated valves</i> , (4) <i>measurement and control equipment usable for wind tunnels</i> , (5) <i>sodium perchlorate.</i>

* This table is a non-exhaustive summarization of major sanctions measures included in the resolutions.

<i>Resolutions</i>	<i>1718 (2006)</i>	<i>1874 (2009)</i>	<i>2087 (2013)</i>	<i>2094 (2013)</i>
Other WMD related items	S/2006/816 (para. 8(a) (ii) and 8(c)) *Updated by S/2006/853 on 7 November 2006	No change.	No change.	Added 1 item: <i>vacuum pumps with a manufacturer's specific maximum flow-rate greater than 1 m³/h</i>

<i>Resolutions</i>	<i>1718 (2006)</i>	<i>1874 (2009)</i>	<i>2087 (2013)</i>	<i>2094 (2013)</i>
Luxury goods <i>(export to DPRK)</i>	Luxury goods (undefined) (para. 8(a)(iii)).	No change.	No change.	Provides a non-exhaustive list of luxury goods (para. 23) : 1. Jewelry: (a) Jewelry with pearls; (b) Gems; (c) Precious and semi-precious stones; (d) Jewelry of precious metal or of metal clad with precious metal. 2. Transportation items: (a) Yachts; (b) Luxury automobiles; (c) Racing cars.
Services	Technical training, advice, services or assistance related to above items (except luxury goods) (para. 8(c)).	Technical training, advice, services or assistance related to all arms or related materiel (except small arms and light weapons) (paras. 9-10). Bunkering services (servicing of vessels) if reasonable grounds to believe that the vessel is carrying prohibited items (para. 17). Specialized training of DPRK nationals of disciplines which could contribute to prohibited activities (para. 28).	No change.	Notes that Member States are required to prevent the transfer of prohibited items from one Member States to another, if brokered or intermediated by the DPRK or its nationals (para.7).
Catch-all provision	None.	None.	Clarify measures imposed include any items when designated individual or entity is originator, recipient or facilitator (para. 9)	States are called upon to prevent the transfer of any items that they determine may contribute to (i) the DPRK's prohibited programmes, (ii) prohibited activities or (iii) the evasion of the sanctions (para. 22).

<i>Resolutions</i>	<i>1718 (2006)</i>	<i>1874 (2009)</i>	<i>2087 (2013)</i>	<i>2094 (2013)</i>
3. Interdiction regime				
	Calls upon States to take cooperative action, including through inspection of cargo to and from the DPRK, as necessary (para. 8(f)).	Calls upon States to inspect all cargo to and from the DPRK if reasonable grounds to believe it contained prohibited items (parass. 11-13). Items may be seized and disposed of (para. 14)	Clarifies methods of disposal including destruction, rendering inoperable, storage or transferring to another State (para. 8)	Broadens the measures by allowing interdictions in cases when cargo was brokered by the DPRK or its nationals, not only cargo transferred to or from the DPRK (para. 16). States are called upon to deny landing, take-off or overflight rights to any aircraft if they have information that provides reasonable grounds to believe it may contain prohibited items (para. 18).
4. Financial sanctions				
	None.	<p>Calls upon States to prevent the provision of financial services or transfer of financial resources that could contribute to prohibited programmes or activities, including by freezing assets (para. 18).</p> <p>Calls upon States and banks not to enter into new commitments for grants or concessional loans to the DPRK (except humanitarian and developmental purposes) (para. 19).</p> <p>Calls upon States not to provide public financial support for trade with the DPRK where it could contribute to prohibited programmes (para. 20).</p>	<p>Calls upon States to exercise enhanced vigilance in regard to DPRK financial institutions and those acting with them or on their behalf (para. 6).</p>	<p>Expands the prohibition on the provision of financial services to cases where the financial assets could contribute to prohibited activities or the evasion of sanctions (para. 11).</p> <p>Clarifies that transfers of bulk cash are covered by the financial sanctions (para. 14).</p> <p>Calls upon States to prevent (i) the opening of branches of DPRK banks in their territories, (ii) the opening of branches of their national banks in the DPRK, (iii) new joint ventures and ownership interests of DPRK banks in their jurisdiction, if reasonable grounds to believe that these activities could contribute to prohibited programmes, activities or the evasion of the sanctions measures (paras. 12-13).</p> <p>Expands the prohibition on the provision of public financial support for trade from resolution 1874 to cases where the financial support could contribute to prohibited activities or the evasion of sanctions (para. 15).</p>

<i>Resolutions</i>	<i>1718 (2006)</i>	<i>1874 (2009)</i>	<i>2087 (2013)</i>	<i>2094 (2013)</i>
5. Designations				
Designation List	None.	In 2009 and 2012, the Committee designated a total of 5 individuals and 11 entities (S/2009/222, S/2009/364 and S/2012/287).	Designates 4 individuals and 6 entities (para. 5(a)).	Designates 3 new individuals and 2 new entities (paras. 8-9).
Who can be designated?	Persons or entities engaged in or providing support for, including through other illicit means, DPRK's nuclear-related, other WMD-related and ballistic missile-related programmes, or by persons acting on their behalf or at their direction (para. 8(d) and (e)). Family members of such persons may also be designated for the travel ban.	No change.	Expands the designations criteria to include entities and individuals that have assisted the evasion of sanctions or in violating the provisions of resolutions 1718 and 1874 (para. 12).	Expands the designations criteria to include individuals and entities that have contributed to (i) the DPRK's prohibited programmes, (ii) activities prohibited by the resolutions or (iii) the evasion of sanctions (para. 27).
Travel ban	Prevent the entry or transit of designated persons, together with their family members (para. 8 (e))	No change.	Calls on States to exercise vigilance and restraint regarding the entry into or transit through their territories of individuals working on behalf of designated entities or individuals (para. 12).	Travel ban measures are extended to any individual whom a State determines is working on behalf or at the direction of a designated individual or entity or individuals assisting the evasion of sanctions or violating the resolutions. If the individual is a DPRK national, the State shall expel such individual consistent with applicable national and international law (para. 10).
Assets freeze	Freeze immediately the funds, other financial assets and economic resources that are owned or controlled, directly or indirectly, by the persons and entities designated or by persons or entities acting on behalf or acting at the direction of designated persons or entities (para 8(d)).	No change.	Clarifies that no item may be transferred to designated entities or individuals (not only prohibited items) (para. 9).	Assets freeze is automatically extended to (i) any individual or entity acting on behalf of or at the direction of the designated individuals or entities, and (ii) to entities owned or controlled by them, including through illicit means (para. 8).

<i>Resolutions</i>	<i>1718 (2006)</i>	<i>1874 (2009)</i>	<i>2087 (2013)</i>	<i>2094 (2013)</i>
Diplomatic personnel	None.	None.	None.	Calls upon States to exercise enhanced vigilance over DPRK diplomatic personnel so as to prevent them from contributing to the DPRK's prohibited programmes or activities, or to the evasion of sanctions (para. 24).
6. Reporting by Member States				
Reporting on implementation	States are called upon to report to the Security Council within 30 days of adoption of the resolution on steps taken to implement para. 8 (para. 11).	States are called upon to report to the Security Council within 45 days of adoption of the resolution on concrete measures taken to implement para. 8 of 1718 and paras. 9, 10, 18, 19 and 20 of this resolution (para. 22).	Calls upon Member States to report and submit any additional information on implementing the resolutions (para. 10).	States are called upon to report to the Security Council within 90 days of adoption of this resolution on concrete measures taken to implement it (para. 25). Calls upon States to supply information at their disposal regarding non-compliance with the resolutions (para.26).
Reporting on inspections	None.	Reporting of inspections, seizures and disposals must be submitted promptly to the Committee (para. 15). Reports of inspections that failed due to the lack of cooperation of the flag state (para. 16).	No change.	Report if any vessel refuses to allow an inspection where reasonable grounds existed to believe embargoed goods were aboard (para. 17).
Reporting on other matters	None.	Sale, supply or transfer of small arms or light weapons to the DPRK shall be notified to the Committee at least 5 days prior to selling (para. 10).	No change.	Calls upon States to communicate to the Committee any information available on transfers of DPRK aircraft or vessels to other companies that may have been undertaken in order to evade the sanctions, including renaming or re-registering (para. 19).
7. Other				
Force majeure	None.	None.	No claim shall lie in connection with any contract where its performance was prevented by the sanctions measures (para. 13).	No change (para. 30).

Annex II Nuclear, other weapons of mass destruction and missile-related items subject to the measures imposed by paragraph 8 (a) (b) and (c) of resolution 1718 (2006) as of 12 May 2013

Nuclear-related items
<ol style="list-style-type: none"> 1. All items listed in INFCIRC/254/Rev.11/Part1. 2. All items listed in INFCIRC/254/Rev.8/Part2. 3. Perfluorinated Lubricants. 4. UF6 Corrosion Resistant Bellow-sealed Valves.
Missile-related items
<ol style="list-style-type: none"> 1. All items listed in S/2012/947. 2. Graphite designed or specified for use in Electrical Discharge Machining (EDM) machines. 3. Para-aramid fiber (Kevlar and other Kevlar-like), filament and tape. 4. Special corrosion resistant steels — limited to steels resistant to Inhibited Red Fuming Nitric Acid (IRFNA) or nitric acid, such as nitrogen stabilized duplex stainless steel (N-DSS). 5. Ultra high-temperature ceramic composite materials in solid form (i.e. blocks, cylinders, tubes or ingots) in any of the following form factors: <ul style="list-style-type: none"> ○ Cylinders having a diameter of 120 mm or greater and a length of 50 mm or greater; ○ Tubes having an inner diameter of 65 mm or greater and a wall thickness of 25 mm or greater and a length of 50 mm or greater; or ○ Blocks having a size of 120 mm x 120 mm x 50 mm or greater. 6. Pyrotechnically Actuated Valves. 7. Measurement and control equipment usable for wind tunnels (balance, thermal stream measurement, flow control). 8. Sodium Perchlorate.
Other WMD-related items
<ol style="list-style-type: none"> 1. All items listed in S/2006/853* and S/2006/853/CORR.1. 2. Vacuum pumps with a manufacturer's specified maximum flow-rate greater than 1 m³/h (under standard temperature and pressure conditions), casings (pump bodies), preformed casing-liners, impellers, rotors, and jet pump nozzles designed for such pumps, in which all surfaces that come into direct contact with the chemicals being processed are made from controlled materials.

Note: All the lists included in the table above are available on the Committee website (http://www.un.org/sc/committees/1718/xportimport_list.shtml)

Annex III List of the Panel's missions and meetings

Below is a list of participation by the Panel in conferences, seminars, fora and meetings during the reporting period, listed by document number of the report to the Committee (which can be slightly different from date order).

Activities from 13 May 2012 until 12 May 2013

2012

- Conference: *Financing of Proliferation of WMD*, organized by the Government of the Republic of Korea, Seoul, Republic of Korea, 17-18 May 2012.
- Seminar: *Implementing Sanctions: Prospects and Problems* organized by the International Institute for Strategic Studies, Nairobi, Kenya, 23-24 May 2012.
- Meetings: *Consultations with the Government of Djibouti*, Djibouti, 26-28 May 2012.
- Meetings: *Consultations with the Government of Chile*, Santiago, Chile, 29-30 May 2012.
- Meetings: *Consultations with the Government of Brazil*, Brasilia, Brazil, 1 June 2012.
- Conference: *ICAO-WCO (International Civil Aviation Organization -World Customs Organization) - Singapore Joint Conference on Enhancing Air Cargo Security and Facilitation*, Singapore, 4-6 July 2012.
- Meetings: *Consultations with the Government of the United Kingdom*, London, United Kingdom, 12 July 2012.
- Meetings: *Consultations with the Government of Sweden*, Stockholm, Sweden, 16 July 2012.
- Conference: *Stockholm International Peace Research Institute*, Solna, Sweden, 17 July 2012.
- Forum: *APG (Asia Pacific Group) 15th Annual Meeting and Annual Forum on Technical Assistance and Training*, Brisbane, Australia, 16-20 July 2012.
- Meetings: *Consultations with the Government of the United States*, Washington D.C., USA, 29-30 July 2012.
- Meetings: *Consultations with the Government of the Republic of Korea*, Seoul, Republic of Korea, 29 July-2 August 2012.
- Inspections: *Inspection visit to Busan Customs Office*, Busan, Republic of Korea, 1 August 2012.

- Meetings: *Meetings with the Government of Japan and other experts*, Tokyo, Japan, 3, 6-10 & 15 August 2012.
- Meetings: *Meetings with the Government of the United Kingdom*, London, United Kingdom, 9 August 2012.
- Conference: *Working Group on Evaluations and Implementation of FATF (Financial Action Task Force)*, Paris, France, 4-7 September 2012.
- Meetings: *Meetings with Mr. Keiichi Shirato of the Mainichi Shimbun newspaper and with other experts*, Washington D.C., USA, 13 September 2012.
- Meetings: *Interview with Mr. Michael Ranger, a UK arms dealer convicted of attempting to sell DPRK-produced Man Portable Air Defence Systems (MANPADS)*, London, United Kingdom, 17 September 2012.
- Meetings: *Consultations with the Government of Estonia*, Tallinn, Estonia, 24-25 September 2012.
- Conference: *7th Annual PICARD (Partnership in Customs Research and Development) Conference*, Marrakech, Morocco, 25-27 September 2012.
- Meetings: *Consultations with the Government of the Netherlands*, The Hague, Netherlands, 27-28 September 2012.
- Conference: *World Customs Organization*, Brussels, Belgium, 1 October 2012.
- Meetings: *Consultations with the Government of the Republic of Korea*, Seoul, Republic of Korea, 4-9 October 2012.
- Conference: *Financial Action Task Force Plenary meeting*, Paris, France, 17-19 October 2012.
- Meetings: *Consultations with the Government of the Republic of Uruguay*, Montevideo, Uruguay, 22 October 2012.
- Conference: *Meetings led by the Counter-Terrorism Committee Executive Directorate*, Amsterdam, Netherlands, 22-24 October 2012.
- Conference: *Managing Trade in Strategic Goods and Technologies*, Manila, Philippines, 23 October 2012.
- Meetings: *Consultations with the Government of Paraguay*, Asunción, Paraguay, 24 October 2012.
- Meetings: *Consultations with the Government of Japan*, Tokyo, Japan, 28-29 October 2012.
- Conference: *Seminar on Monitoring Illicit Arms Flows, organized by Stockholm International Peace Research Institute*, Addis Ababa, Ethiopia, 30-31 October 2012.
- Meetings: *Consultations with the Government of Ethiopia*, Addis Ababa, Ethiopia, 1 November 2012.

- Conference: *16th Meeting of the Council for Security Cooperation in Asia Pacific Study Group on Countering the Proliferation of Weapons of Mass Destruction in the Asia Pacific*, Ho Chi Minh City, Vietnam, 7-8 November 2012.
- Conference: *Korea Global Forum 2012 organized by the Ministry of Unification*, Seoul, Republic of Korea, 12-14 November 2012.
- Conference: *Plenary meeting of the Caribbean Financial Action Task Force (CFATF)*, Roadtown, British Virgin Islands, 12-15 November 2012.
- Conference: *World Customs Organization Conference on Strategic Trade Controls Enforcement*, Brussels, Belgium, 14-16 November 2012.
- Conference: *Maintaining the Momentum and Supporting the Facilitator - Prospects for a Zone Free from Weapons of Mass Destruction in the Middle East*, Amman, Jordan, 13-14 November 2012.
- Conference: *11th Jeju Conference on Disarmament and Non-Proliferation*, Jeju Island, Republic of Korea, 3-4 December 2012.
- Meetings: *Consultations with the Government of the Republic of Korea*, Seoul, Republic of Korea, 6 December 2012.
- Meetings: *Consultations with the Government of Austria*, Vienna, Austria, 10 December 2012.
- Meetings: *Consultations with the Commission for the Nuclear Test Ban Treaty Organization (CTBTO), International Atomic Energy Agency (IAEA), Organization for Security and Cooperation in Europe (OSCE) and United Nations Office on Drugs and Crime (UNODC)*, Vienna, Austria, 11-12 December 2012.
- Conference: *17th Annual Conference on the Nuclear Non-Proliferation Regime*, Wilton Park, United Kingdom, 10-14 December 2012.
- Meetings: *Inter-sessional meetings of the Financial Action Task Force (FATF) Working Group on Evaluations and Implementation (WGEI)*, Luxembourg, Luxembourg, 10-14 December 2012.
- Meetings: *James Martin Centre for Non-proliferation Studies of the Monterey Institute of International Studies and meetings with various experts*, Monterrey, California, USA, 17 December 2012.

2013

- Meetings: *Discussions related to DPRK missile programmes, including outcomes of December 2012 launch with Professor Robert Schmucker and Dr. Markus Schiller*, Munich, Germany, 5 February 2013.
- Meetings: *Consultations with the Government of France*, Paris, France, 6 February 2013.

- Inspections: *Inspection of seized materials*, Draguignan, France, 7 February 2013.
- Meetings: *Roundtable with Non-government experts, organized by Johns Hopkins SAIS*, Washington D.C., USA, 11 February 2013.
- Meetings: *Consultations with the Government of the United States*, Washington D.C., USA, 12-13 February 2013.
- Conference: *The Evolution of Economic Sanctions: Increasingly Financial, Multilateral, and Robust, organized by Georgetown University Law School*, Washington D.C., USA, 13 February 2013.
- Meetings: *Plenary meeting of the Financial Action Task Force adopting technical and effectiveness compliance criteria with respect to targeted financial sanctions*, Paris, France, 18-22 February 2013.
- Conference: *20th Asian Export Control Seminar hosted by the Center for Information on Security Trade Control*, Tokyo, Japan, 26-27 February 2013.
- Meetings: *4th Session of the World Customs Organization (WCO) Capacity Building Committee meetings*, Brussels, Belgium, 25-27 February 2013.
- Meetings: *12th Session of the WCO Integrity Sub-Committee*, Brussels, Belgium, 28 February – 1 March 2013.
- Meetings: *Consultations with Government of Japan*, Tokyo, Japan, 6-8 March 2013.
- Meetings: *Consultations with the Government of Namibia*, Windhoek, Namibia, 15 March 2013.
- Conference: *UN Sanctions on North Korea: Prospects and Problems, organized by the International Institute for Strategic Studies*, Johannesburg, South Africa, 19 March 2013.
- Meetings: *Consultations with the Government of South Africa*, Pretoria, South Africa, 20 March 2013.
- Conference: *Private Sector Engagement Strategies Conference, hosted by Project Alpha and the Centre for Science and Security Studies at King's College London*, London, United Kingdom, 21 March 2013.
- Meetings: *Consultations with the Government of the United Kingdom*, London, United Kingdom, 22 March 2013.
- Meetings: *Government and private contacts regarding the Michael Ranger case*, London, United Kingdom, 22 March 2013.
- Meetings: *Johns Hopkins University SAIS, United States Korea Institute (USKI) to discuss matters regarding DPRK satellite imagery*, Washington D.C., USA, 26 March 2013.
- Meetings: *Consultations with the Government of the Republic of Korea*, Seoul, Republic of Korea, 3-4 April 2013.

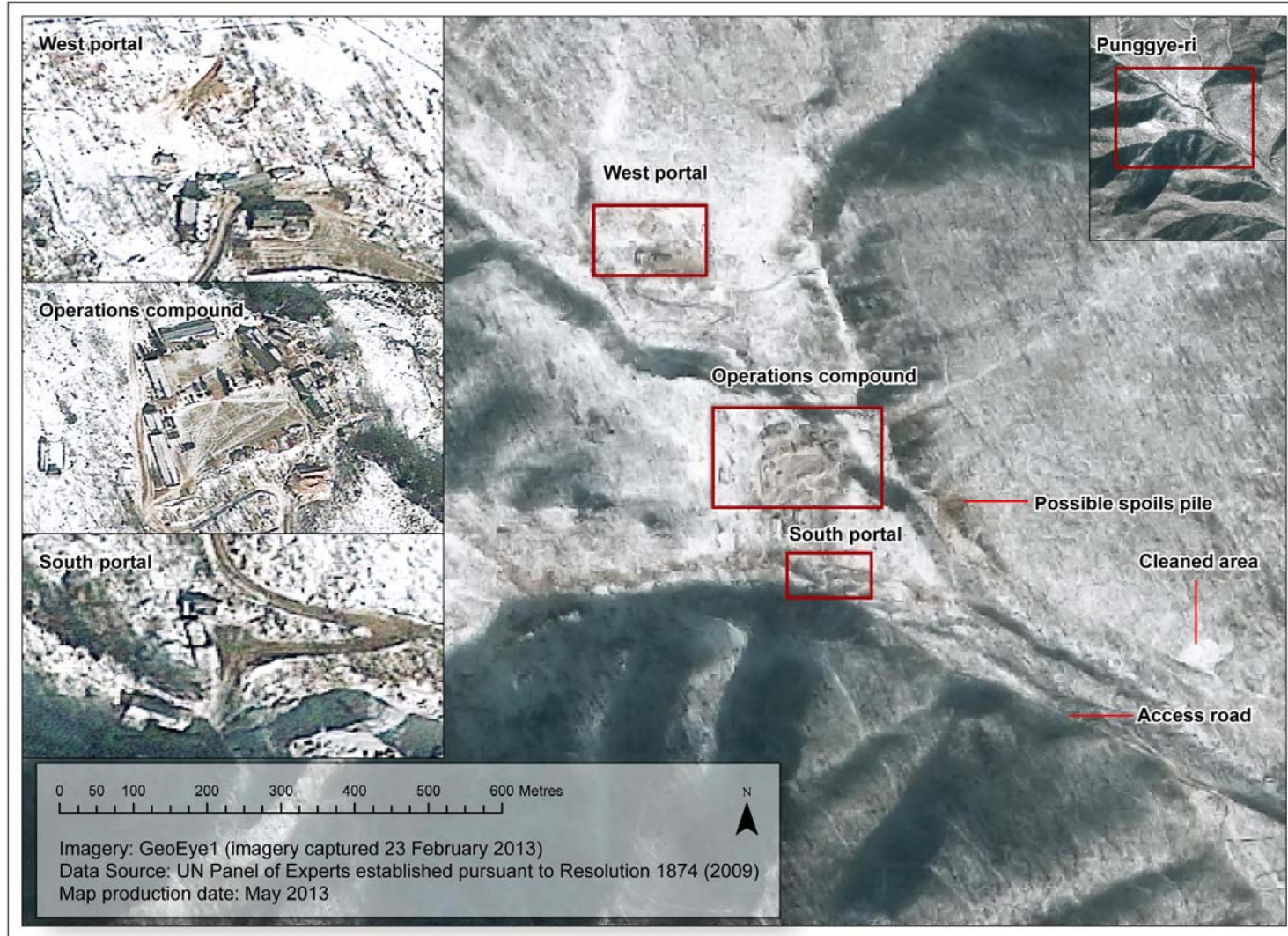
- Inspections: *Inspection of the UNHA-3 rocket debris from the DPRK's 12 December 2012 launch*, Daejeon, Republic of Korea, 5 April 2013.
- Meetings: *Discussions on Stopping Black-Market Nuclear Technology Networks and on issues related to the implementation of UN sanctions on the DPRK*, Washington D.C., USA, 10-11 April 2013.

Planned forthcoming activities:

- Conference: *2013 World Customs Organization IT Conference and Exhibition*, Dubai, United Arab Emirates, 12-15 May 2013.
- Meetings: *Caribbean Financial Action Task Force XXXVII Plenary Meeting*, Managua, Nicaragua, 27-31 May 2013.
- Conference: *Council for the Security Cooperation in the Asia Pacific*, Manila, Philippines, 2-3 June 2013.
- Meetings: *Financial Action Task Force XXIV Plenary Meeting*, Oslo, Norway, 17-21 June 2013.
- Conference: *UN Sanctions on North Korea: Prospects and Problems” organized by the International Institute for Strategic Studies*, Dubai, United Arab Emirates (tbc), September 2013.
- Conference: *UN Sanctions on North Korea: Prospects and Problems” organized by the International Institute for Strategic Studies*, Hong Kong (tbc), December 2013.

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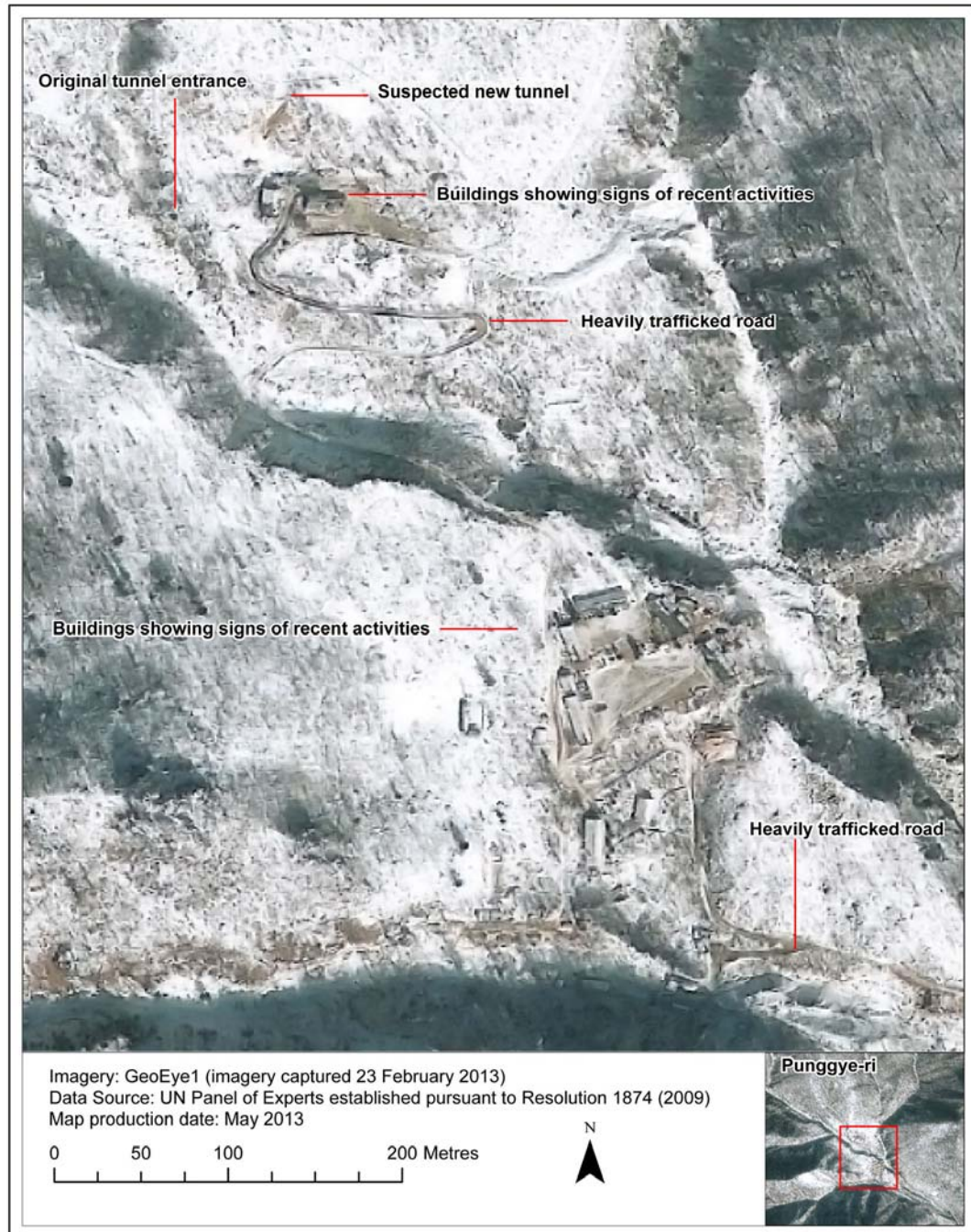
Annex IV Imagery of suspected nuclear test site in the Democratic People's Republic of Korea (Punggye-ri)



Map No. 4503.1
May 2013

Department of Field Support
Cartographic Section

Annex V Imagery of ongoing activities at the suspected nuclear test site (Punggye-ri)



Map No. 4503.2
May 2013

Department of Field Support
Cartographic Section

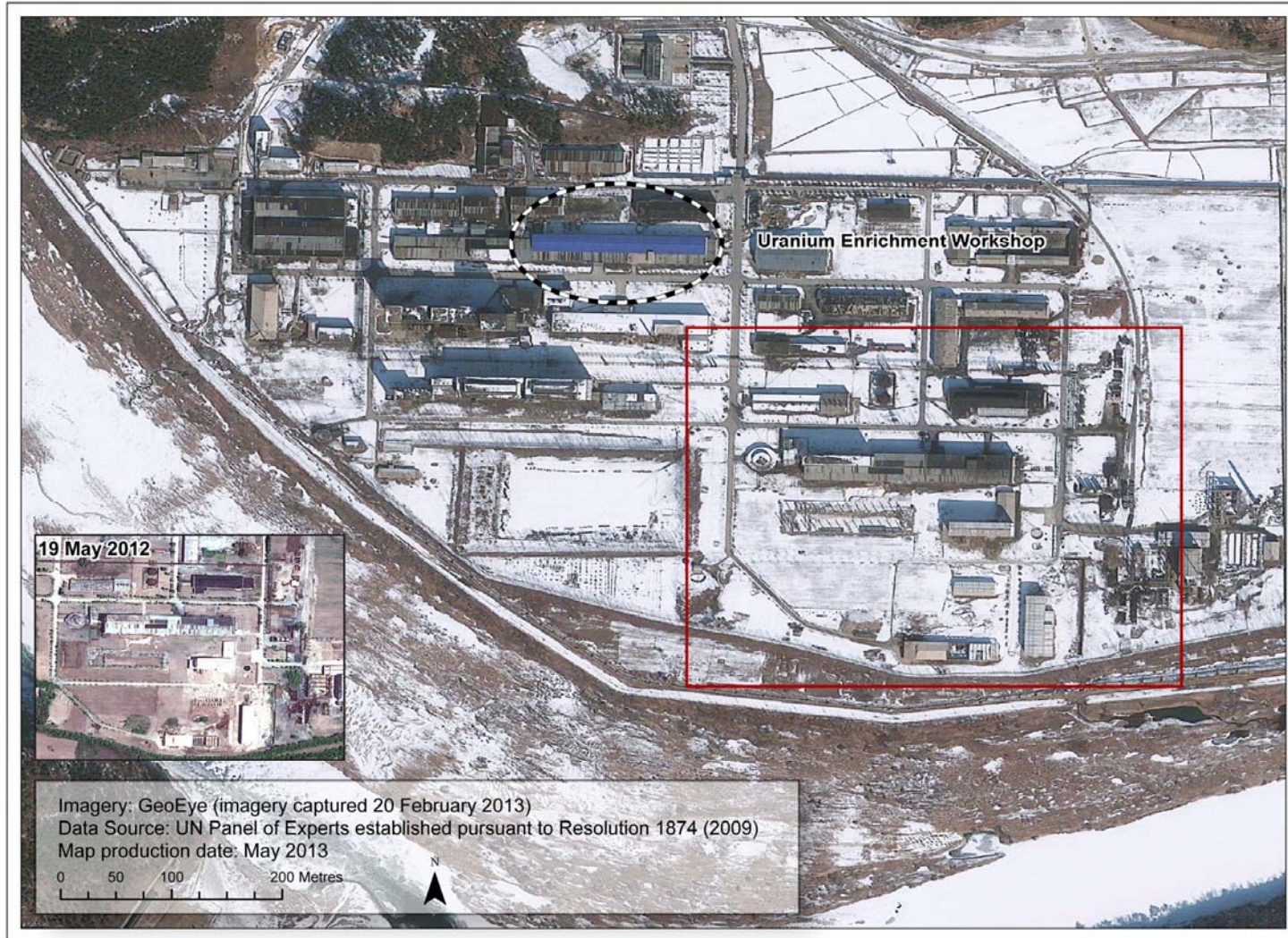
Annex VI Imagery of the Light Water Reactor Construction Site and 5 MWe Reactor



Map No. 4503.4
May 2013

Department of Field Support
Cartographic Section

Annex VII Imagery of the Fuel Fabrication Plant



Map No. 4503.3
May 2013

Department of Field Support
Cartographic Section

Annex VIII Parameters of items and materials recommended to be subject to the measures of paragraph 8 (a) (ii) of resolution 1718 (2006)

Maraging steel

- **Proposed parameters:** Maraging steel of any shape or form, ‘capable of’ an ultimate tensile strength of 1500 MPa or more at 293 K (20 degrees Celsius). (*Technical note:* The phrase ‘capable of’ encompasses maraging steel before or after heat treatment. The technical description above would ensure that 250-grade and higher maraging steel alloys are captured.)
- **Rationale:** *These items are essential for some gas centrifuge manufacturing activities. The Security Council’s list of prohibited items already covers specific parameters. The proposal captures 250-grade maraging steel alloys which can still provide sufficient strength for use in rotating components of centrifuges with lower rotational speeds and lower separative capacities.*

Frequency changers (also known as converters or inverters)

- **Proposed parameters:** Frequency changers having all of the following characteristics, and specially designed software therefor: a) multiphase frequency output; b) capable of providing a power of 40 W or greater; and c) capable of operating anywhere (at any point or more) within the frequency range of between 600 and 2000 Hz. (*Technical note:* The functionality specified above may be met by certain equipment described or marketed as electronic test equipment, AC power suppliers, variable speed motor drives, or variable frequency drives.)
- **Rationale:** *These items are essential for gas centrifuge plants. The Security Council’s list of prohibited items already covers specific parameters. The proposed 40W threshold is considered as the lowest power requirement to drive the smallest centrifuge.*

High-strength aluminium alloy

- **Proposed parameters:** Aluminium alloy, of any shape or form, ‘capable of’ an ultimate tensile strength of 460 MPa or more at 293 K (20 degrees Celsius). (*Technical note:* The phrase ‘capable of’ encompasses aluminium alloy before or after heat treatment.)
- **Rationale:** *These items are essential for some gas centrifuge manufacturing activities. The Security Council’s list of prohibited items already covers specific parameters but places an unnecessary constraint on its shape or form; this constraint is removed in this proposal. The items can be modified for making cylindrical rotating components, including rotor cylinders, end caps, and baffle plates.*

Fibrous or filamentary materials and preregs

- **Proposed parameters:** a) Carbon, aramid, or glass “fibrous or filamentary materials” having both of the following characteristics: a “specific modulus” exceeding $3.18 \times (10 \text{ to the power of } 6) \text{ m}$; and a “specific tensile strength” exceeding $76.2 \times (10 \text{ to the power of } 3) \text{ m}$; and b) preregs which are thermoset resin-impregnated continuous “yarns”, “rovings”, “tows” or “tapes” with a width of 30 mm or less, made from carbon, aramid, or glass “fibrous or filamentary materials” controlled in (a) above.
- **Rationale:** *These items are essential for gas centrifuge manufacturing activities. The proposal differs from the parameters controlled by the Security Council’s list of prohibited items in several aspects. First, it captures lower strength carbon fibers not controlled by this list but which can be used for centrifuge tubes within the controlled range. Second, it covers wider prepreg tape that can be used for acceptable rotor cylinders or other rotating components. These can be split into smaller widths with simple tape splitting machines, which fall within the controlled parameters. Third, the proposed parameters add aramid-based preregs applicable for centrifuge production (aramid fibres have different chemical basis than carbon and glass). Further, wider parameters of modulus and tensile strength for fibrous or filamentary materials would take account of the usefulness of these items for the manufacture of low-quality centrifuges.*

Filament winding machines and related equipment

- **Proposed parameters:** a) Filament winding machines having all of the following characteristics: having motions for positioning, wrapping, and winding fibers coordinated and programmed in two or more axes; specially designed to fabricate composite structures or laminates from “fibrous or filamentary materials”; and capable of winding cylindrical rotors of diameter between 75 and 400 mm and lengths of 300 mm or greater; b) coordinating and programming controls for filament winding machines specified in (a) above; and c) mandrels for filament winding machines specified in (a) above.
- **Rationale:** *These items are used for gas centrifuge rotating components. The Security Council’s list of prohibited items already covers specific parameters. The proposal adopts shorter lengths of cylindrical rotors and adds the phrase “mandrels.” Manufacture of centrifuges using shorter rotors and shorter rotor sections has already been investigated. The 300mm threshold is regarded as the shortest practicable length worth considering in this regard.*

Ring magnets

- **Proposed parameters:** Permanent magnetic materials in the shape of rings having both of the following characteristics: a) outside diameter between 30 mm and 90 mm; and b) made of any of the following magnetic materials of aluminium-nickel-cobalt, ferrites, samarium-cobalt, or neodymium-iron-boron.
- **Rationale:** *These items are essential for gas centrifuge manufacturing activities. The Security Council’s list of prohibited items does not cover ring magnets, other than in the context of the upper magnetic bearing suspension assembly of which ring magnets are a key component. The proposal covers dimensions and materials of direct proliferation concern.*

Semi-hard magnetic alloys in thin strip form

- **Proposed parameters:** Magnetic alloy materials in sheet or thin strip form having both of the following characteristics: a) thickness of 0.1 mm or less; and b) made of any of the following magnetic alloy materials of iron-chromium-cobalt, iron-cobalt-vanadium, iron-chromium-cobalt-vanadium, or iron-chromium.
- **Rationale:** *These items are essential for gas centrifuge manufacturing activities, but are not currently on the Security Council’s list of prohibited items. The proposed thickness and materials cover design feature components of the centrifuges that were distributed by a clandestine supply network.*

Annex IX Bill of Lading (missile-related shipment seized by the Republic of Korea)

Shipper

Shipper

Ports of loading and delivery



SA. NO. TSNLTK000333

中海集装箱运输股份有限公司
CHINA SHIPPING CONTAINER LINES CO., LTD.

Cable : 0001 Telex : 33800 CSCD CN
 Port-to-Port or Combined Transport

BILL OF LADING

RECEIVED In general agreement with rules and conditions, charter parties, notices, the rate system of carriage, of other packages or units shown in this Bill of Lading receipt, the shipper is certain the goods mentioned above which comprises the actual and available means of shipping and is not part of the Bill of Lading. One original Bill of Lading should be presented, unless stated otherwise, to the holder in due course of the bill. Receipt by the consignee or his duly authorized agent in due course of the bill of lading shall constitute receipt of the goods and shall be deemed to be the receipt of the goods for the purposes of the bill of lading. The receipt shall be valid for the goods and shall be deemed to be the receipt of the goods for the purposes of the bill of lading. WHEN the Place of Receipt of the Goods is not stated and it is stated therein, any notation of "ON BOARD", "SHIPPED ON BOARD" or words to like effect on the Bill of Lading shall be deemed to mean on board the vessel, and not, in other cases, elsewhere, as the case may be, in the place of receipt. SEE clause 1 on the back of this Bill of Lading (Terms) contained on the back hereof. Read Conditions.

COPY - NON NEGOTIABLE

1. Shipper
 DALIAN HAICHENG INTERNATIONAL
 FREIGHT AGENCY CO., LTD
 RM 1110 CHENGDA BLDG, 71 RENMIN RD
 ZHONGSHAN DIST DALIAN CHINA TEL:
 0411-82551163 FAX:0411-82555290

2. Consignee
 ELECTRIC PARTS COM
 ALEPPO STREET DAMASCUS SYRIATEL:
 00963-11-4471081

3. Notify Party (Carrier not to be responsible for telephone calls)
 ELECTRIC PARTS COM
 ALEPPO STREET DAMASCUS SYRIATEL:
 00963-11-4471081

4. Pre-carriage by	5. Place of Receipt	6. Place of Loading	7. Place of Delivery	15. Head destination of the goods on the ship
	TIANJIN	TIANJIN	LATTAKIA, SYRIA	LATTAKIA, SYRIA
8. Ocean Vessel Vessel No. XIN YAN TAI 0154 E	9. Port of discharge	14. Gross Weight kg		
LATTAKIA	LATTAKIA, SYRIA	CY / FO FREIGHT PREPAID S/C NO. GCE12503X2		
11. MARK & Nos. (optional) and Sigs NAM BSIU2538448 /20GP / C29693 1' X 20GP	12. No. of Containers or Packages or Pkgs. SHIPPERS LOAD & COUNT & SEAL 10 WOODEN CASES LEAD PIPE FREIGHT PREPAID	13. Kind of Packages - Description of Goods WOODEN CASES LEAD PIPE FREIGHT PREPAID	14. Gross Weight kg 12,155.00	15. Measurement CBM 6.864
16. Description of Containers for Shipper's Use Only (CARRIER NOT RESPONSIBLE)				
17. TOTAL NO. CONTAINERS OR PACKAGES (IN WORDS) SAY TEN WOODEN CASES ONLY				

Declared cargo

18. FREIGHT & CHARGES	19. Revenue Tons	20. Rate	21. Par	22. Prepaid	23. Collect
DETENTION (DEBARMENT) CLAUSE THE FREE TIME CALCULATED FROM THE DAY OF CONTAINER DISCHARGE AT DESTINATION FROM THE VESSEL OR OTHER CONVEYANCE UNTIL THE DAY THE CONTAINER IS REDELIVERED TO THE CONTAINER DEPOT OR THE DESTINATION PORT OR DESIGNATED LOCATION. FREE TIME INCLUDES SUNDAYS, SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS. 20' 40' FREE 11-18 DAYS USD 8.00/DAY USD 6.00/DAY 19-26 DAYS USD 10.00/DAY USD 8.00/DAY THEREAFTER USD 15.00/DAY USD 12.00/DAY FOR 20' 40' FREE 14 DAYS FREE 1-10 DAYS USD 20.00/DAY USD 15.00/DAY THEREAFTER USD 30.00/DAY USD 20.00/DAY WEIGHT AND NUMBER AS DECLARED BY SHIPPER. CONTAINERS DELIVERED TO SHIP CARRIER LOADED, COUNTED, STOWED, LASHED AND SEALED BY SHIPPER OR SHIP CARRIER HAVE NO ADEQUATE MEANS FOR CHECKING SAME AND HAVING TO SAY NAVIGATE. CARRIER IS NOT RESPONSIBLE FOR ANY LOSS IN NUMBER OR DIMENSION IN WEIGHT OF CONTENTS AS DECLARED. 24. E. No.					
24. E. No.	25. Prepaid at	26. Payable at	27. Place and Date of Issue		
	TIANJIN		May 12/2012 TIANJIN		

Annex XI List of countries hosting embassies, consulates general, permanent missions or trade representative offices of the Democratic People's Republic of Korea ¹

Embassy (43)	Asia (18)	Bangladesh * Cambodia China* (Consulate: Shenyang*, Hong Kong) India * Indonesia * Iran * Kuwait * Laos Malaysia * Mongolia * Myanmar Nepal Pakistan (Karachi*) Singapore * Syria * Thailand * Uzbekistan Vietnam *	Africa (10)	DR Congo Egypt * Equatorial Guinea Ethiopia * Guinea Libya Nigeria South Africa Tanzania Uganda *
	Americas (4)	Brazil (Sao Paolo*) Cuba * Mexico Peru *	Europe (11)	Austria Bulgaria * Czech * Germany * Italy Poland * Romania Russia *(Consulate: Nakhodka*) Sweden * Switzerland United Kingdom
Permanent Mission (3)		France, Switzerland (Geneva), USA (New York),		
Trade Representative Office (5)		Belarus, France, Venezuela, Zambia, Zimbabwe, Venezuela		

* Countries (or cities) where DPRK maintains trade/commercial offices attached to its Embassy or Consulate (25 Countries). DPRK has 6 trade offices in China (Beijing, Changchun, Dalian, Dandong, Guangzhou and Shenyang) and 4 in the Russian Federation (Moscow, St. Petersburg, Khabarovsk and Nakhodka).



Countries maintaining an Embassy in the DPRK (23 countries).

¹ This list was prepared by the Panel based on information obtained from various sources. The DPRK has established diplomatic relations with 163 countries.

Annex XII Transporter-erector-launchers observed during the April 2012 military parade

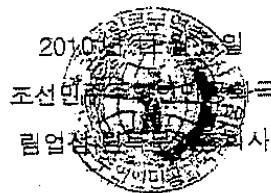
A. End-user certificate

최종사용자 증명서

END USER CERTIFICATION

조선민주주의 인민공화국 림업성 림목무역총회사는 중화인민공화국 무한산장수출입유한공사와 맺은 계약 (계약번호 IME10S054)에 따라 수입하는 림산용벌독은반대차 (WS51200) 6 대를 조선민주주의 인민공화국에서 목재운반용으로 사용한다는것을 확인한다.

D.P.R. KOREA FORESTRY MINISTRY RIM MOK GENERAL TRADING CO., LTD CERTIFICATES THAT THE 6 UNITS OF THE OFF-ROAD TRUCKS (WS51200) WHICH ARE IMPORTED FROM WUHAN SANJIANG IMP & EXP CO., LTD (P.R.CHINA) ACCORDING TO THE CONTRACT (CONTRACT NO: IME10S054) ARE THE VEHICLES FOR TRANSPORTING THE TIMBERS IN D.P.R.KOREA.



NOV 05 2010

D.P.R.KOREA FORESTRY MINISTRY
RIM MOK GENERAL TRADING CO., LTD

B. Announced sale of WS51200 vehicles



The screenshot shows the website of the China Aerospace Science & Industry Corporation (CASIC). The header includes the CASIC logo and name in Chinese and English. A navigation menu lists various categories like '集团概况', '新闻动态', etc. The main content area features a news article with the following details:

九院：首次获大型非公路运输车批量出口订单

信息来源：中国航天科工集团公司 2010年10月19日 字体：【大】 【中】 【小】

近日，中国航天科工集团公司九院与某国用户达成WS51200大型非公路运输车出口协议，合同额达3000万元，目前已收到预付款1200万元，开创了WS系列超重型越野车民贸出口订单的先河。

九院高度重视超重型越野车军民两用技术应用和民贸的开发工作，积极推动军工技术服务民用产业，努力开拓国际市场。自2008年始，九院与某国用户针对该项目进行了多次沟通协调，组织技术人员进行详细的方案论证，最终以先进的特车技术和良好的服务理念赢得了用户的信任，获得出口订单。（文/张凤义）

（责任编辑：海容）

Source: www.casic.com.cn/n16/n1115/n2888/548509.html (accessed 17 April 2012)

The Ninth Academy: First-ever Bulk Export Order for Large Off-road Vehicles Source: China Aerospace Science and Industry Corporation, October 19, 2010

Recently, the Ninth Academy of the China Aerospace Science and Industry Corporation reached an agreement with a client in a certain country regarding the export of WS51200 large off-road vehicles, with the contract valued at 30 million RMB yuan, for which it has received an advance payment of 12 million RMB yuan. This marks the first-ever nongovernmental order that China has received for the WS series ultra-heavy-duty off-road vehicles.

The Ninth Academy has attached great importance to the application of dual-use technology and the development of nongovernmental trade related to the production of ultra-heavy-duty off-road vehicles, and has earnestly promoted the adaptation of military technology for civilian industrial use, while striving to explore the international market. Since 2008, the Ninth Academy had been conducting discussions and consultations on several occasions with a client in a certain country regarding the above-mentioned project, designating technical personnel to carry out a detailed assessment and demonstration to justify the project, before it won the client's confidence and trust with its state-of-the-art special vehicle technology and good concepts of service, thus obtaining the export order. (Text/Zhang Fengyi)

[Translation: United Nations]

C. Announced development of WS51200 vehicles



113年5月9日 星期四

当前位置：[网站首页](#) > [中央企业](#) > [央企要闻](#) > [技术创新](#) > 正文

中国航天科工研制成功国内最大越野运输车

时间：2011-05-26 文章来源：中国航天科工集团公司

日前，由中国航天科工集团公司九院独立自主研制的国内最长、装载质量最大的自行式超重型特种越野运输车——WS51200非公路运输车成功交付使用，填补了国内空白。

该型非公路运输车是九院万山公司根据用户需求，利用WS系列超重型底盘技术开发的全新超重型运输车，整车全长21米、最大总质量达122吨，是WS系列超重型车辆中外形尺寸及载重量最大的越野运输车。产品的研制成功，实现了九院超重型越野车产品型谱的实物化，是国内装载质量最大的自行式越野运输车。

该产品在交付用户进行的演示验收中表现良好，用于给予高度评价，并表示了进一步深入合作的意愿。

Source: www.sasac.gov.cn/n1180/n1226/n2410/n314319/13551197.html (accessed 19 April 2012)

China Aerospace Science and Industry Corporation has successfully developed the nation's largest off-road vehicle

Date: 26 May 2011 Source: China Aerospace Science and Industry Corporation

The WS51200 non-highway truck is a self-propelled ultra-heavy-duty special-use off-road vehicle with the longest body and largest payload mass of all such vehicles in China. It was independently developed by the Ninth Academy of the China Aerospace Science and Industry Corporation and its recent successful delivery to the client has filled a gap in this sector in China.

This off-highway truck is an entirely new type of super-heavy vehicle and was developed by the Wanshan Company of the Ninth Academy in accordance with the client's needs, using the WS series heavy-duty chassis technology. The vehicle has a body length of 21 metres and a maximum total mass of 122 tons, making it the largest off-road vehicle in terms of both physical dimensions and payload among all the WS series super-heavy vehicles. The successful development of this self-propelled off-road vehicle, which has the largest payload mass of all such vehicles in China, highlights the transition from design to production of the Ninth Academy's range of super-heavy-duty off-road vehicles.

This product performed well during the demonstration and acceptance process at the time of delivery. The client praised the product highly and expressed willingness for further cooperation.

[Translation: United Nations]

D. Public commercial brochure of WS51200 vehicles



沙漠车底盘系列



WS5522



WS5600



WS5650



WS51200

底盘参数对照表

序号	名称	车型	驱动形式	发动机	额定功率 (KW)	排放标准	最大扭矩 (N·m)	变速箱	总质量 (t)	整备质量 (t)	载重 (t)	外形规格 (mm)	轮胎规格
1	WS5402	8×8	美国卡特CAT	C15	354	国III	2169	美国艾里逊 Allison 47000 OPS	41	18	23	11435×3050×2930	1500×600-635
2	沙漠车底盘系列	8×8	美国康明斯 QSX15×2		403	国III	2508	美国艾里逊 Allison 4700×2	52	22	30	12800×3300×4300	1500×750-635
3	WS5600	8×8	美国康明斯 QSK19-650		485	国III	2981	德国ZF WSK440+16S251	60	20	40	14035×3050×2930	29.5R25
4	WS5650	12×10	美国卡特CAT	C18	470	国III	2766	美国艾里逊 Allison M9610AR	78	30	48	15290×3050×3150	1500×600-635
5	WS51200	16×12	美国康明斯 KTTA19-C700		522	国III	2731	德国ZF WSK440+16S251	122	42	80	20110×3350×3350	1600×600-685

三江航天·特种车辆

Vehicle type	Drive format	Engine	Rated power	Emission standards	Maximum torque
WS51200	16 x 12	KTTA19-C700	522 KW	National stage III	2731 N·m
Speed change box	Total weight	Curb weight	Load weight	External shape specification	Tire specification
ZF WSK440+16S251	122 tons	42 tons	80 tons	20110 x 3350 x 3350 mm	1600 x 600-685

[Translation: Panel of Experts]

E. Photo analyses of transporter-erector-launchers and WS51200 vehicles

8-axle transporter erector launcher and WS51200 vehicles as advertised by CASIC

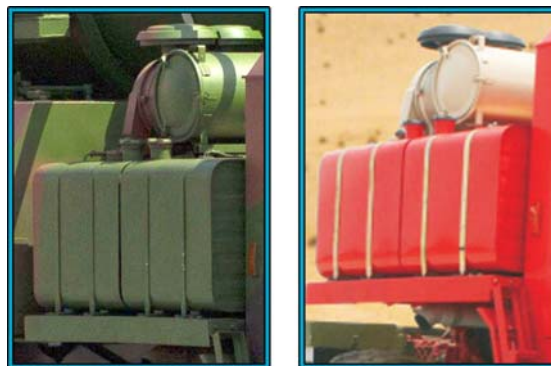


Sources: Bobby Yip/Reuters and public commercial brochure

Comparison of the paraded TEL (top) and WS51200 (bottom) fenders showing similar head and fog lights, tow cable hooks, bolts and fender bottom plate.²



Comparison of the paraded TEL (left) and WS51200 (right) showing that the exhaust system and likely fuel tanks are identical.³



² Note in this figure the paraded TEL picture has been lightened to better show characteristics.

³ Note in this figure the paraded TEL picture has also been lightened and the contrast adjusted to better show characteristics.

Annex XIII Arms shipment seized by Thailand in December 2009

A. Additional information

Aircraft history

1. The Ilyushin 76 involved (Manufacturer's Serial Number 3426765) has a long record of being used for illicit arms transfers. Since 1997, the aircraft had been operated by various companies designated for sanctions by the Liberia Committee.⁴ In 2003, it was transferred to GST Aero, renamed East Wing around 2006 after being banned from flying into the EU (March 2006). Both names are well known to other UN Sanctions Panels.⁵

4L-AWA at Don Mueang airport, Bangkok



Source: Thai authorities

Aircraft ownership and management

2. Only a few weeks before the flight was impounded in Bangkok, its ownership was transferred to Overseas Cargo FZE, an entity based in the UAE and headed by Svetlana Zykhova, Aleksandr Zykhov's wife. This entity is also known to other UN Sanctions Panels.⁶ Overseas Cargo, in turn, leased the aircraft to Air West, an entity based in Georgia. The aircraft was registered in Georgia in September 2009.
3. The Panel believes that Air West was used by Zykhov as a ghost operator to circumvent the EU ban on East Wing (April 2009)⁷ and the subsequent EU ban on all air carriers registered in Kazakhstan (July 2009)⁸. Significantly, the aircraft was transferred to Overseas Cargo and Air West only after a previous attempt to use another Kazakh carrier as a front operator was thwarted by the EU ban on all carriers registered in that country.

⁴ These companies are Central African Airlines, Air Pass and Air Cess; see the assets freeze list available at www.un.org/sc/committees/1521.

⁵ In May 2007, an aircraft with GST Aero markings was observed unloading what were believed to be arms and ammunition in Chad (see S/2007/584, paragraph 135). In April 2008, pick-up vehicles suspected of being intended for one of Darfur's rebel groups were seized on board an East Wing Il-76 (See S/2008/647, paragraph 298).

⁶ GST Aero and Overseas were already part of a complex chain of ownership of an aircraft which delivered weapons to Somalia in 2006 (See S/2006/913, paragraphs 43-53 and annexes VII and VIII).

⁷ See EU Press Release dated 8 April 2009 (IP/09/560).

⁸ See EU Press Release dated 14 July 2009 (IP/09/1136).

4. It also had been established by a journalist who thoroughly investigated this case and shared information with the Panel that the crew manning the Bangkok flight had long worked for East Wing. The claim that the crew members were officially on leave from East Wing at the time of the flight is largely contradicted by the testimonies of their relatives.⁹
5. Further, Air West's claims that it is unrelated to Zykov's network are seriously undermined by the fact that it shared an email address and a fax number with SP Trading (see in annex XIII, sect. C, an extract of the official register of airlines published by the Russian government and copy of a SP Trading letter). According to Ukrainian authorities, the same fax number has been registered since 10 October 2011 for the company GST Ukraine, an entity that the Panel has reason to believe is related to Zykov.

Leasing of the aircraft at the time of the flight

6. According to documents which surfaced after the seizure in Bangkok, the aircraft was leased by Air West to SP Trading, an entity registered in New Zealand, which chartered it to Union Top Management (UTM), another entity based in Hong Kong, for a Pyongyang - Tehran flight transiting via Ukraine (flights number AWG 731 and AWG 732).
7. Investigations of UTM show that it is a shell company created days prior to the flight (see annex XIII, sect. D) whose purpose was to hide the identity of the parties involved. Incorporation documents indicate that the director of UTM was a male Spanish citizen who is also supposed to have signed the Charter Agreement with SP Trading on 4 December 2009 (see annex XIII, sect. F). However, the Panel confirmed that no identification card or passport was delivered by Spain for a man with this identity, nor lived at the address provided, and that the passport number corresponds to a Spanish passport delivered to a woman. Further, the Panel found no evidence of payments having been made by UTM to SP Trading prior to the flight as required by the contract, nor documentary evidence that SP Trading even communicated the necessary banking information to UTM.
8. SP Trading was registered in New Zealand in July 2009 in the names of nominee directors at the request of a UK agent. The London-based company formation agent was acting on behalf of Iurii Lunov and Igor Karev-Popov. SP Trading operated out of an office located in Ukraine (19-21 Frunze Street, Kiev).¹⁰ Its lease contract with Air West signed on 5 November 2009 (see annex XIII, sect. E) is as problematic as the charter contract with UTM. Only two legally registered air carriers can agree on a lease under Aircraft Crew Maintenance Insurance (ACMI) conditions. However, there is no evidence that SP Trading was a legally registered air carrier, as also suggested by the fact that the flight was undertaken using Air West's call sign (4L-AWA).

⁹ See Simon Shuster, "Shadowy Arms Deal Traced to Kazakhstan," *Associated Press*, 22 January 2010.

¹⁰ 19-21 Frunze Street is also the address of GST Ukraine previously mentioned.

9. Changes to the initial financial arrangements also raise suspicions.¹¹ On 10 November 2009, they both agreed that SP Trading would direct payment to the aircraft owner, Overseas Cargo, another indication that Air West was only to act as a ghost operator. In any event, the Panel's investigations established that SP Trading made no payment to Air West or Overseas Cargo from the bank account specified in the contract. SP Trading however had dealings suggestive of money laundering with a British Virgin Island-registered company.

Flight route

10. The official flight plan submitted to Thai authorities (see annex XIII, sect. G) does not indicate that the aircraft was supposed to immediately continue its route towards Mehrabad International Airport (Iran) after the stopover in Ukraine as required in the contract between UTM and SP Trading (see annex XIII, sect. F). This is a common clandestine delivery technique where aircraft land ostensibly in a declared delivery State but immediately depart that State using another flight plan to transfer the shipment to the real destination. It can safely be assumed that a chartered cargo aircraft whose flight plan would have directly connected the DPRK to Iran, two embargoed countries, would have attracted higher levels of scrutiny along its route.
11. Further, a more direct flight route would have saved considerable mileage on both legs and therefore greatly reduced the shipping costs. This circuitous route was probably chosen to avoid airports which pose higher risks of detection.

Documents relating to the cargo

12. The various documents relating to the cargo reveal multiple irregularities and contradictions. The air waybill (see annex XIII, sect. H) supplied by SP Trading is so deficient that the Panel can only conclude that it has no commercial or legal value. It is not numbered; shows no issuing carrier's name and address; no signatures or stamps; and no date or place of execution, as required by IATA regulations to authenticate it as genuine. Further, it contains no information about the aircraft, the flight number or its operator.
13. This air waybill, a packing list also supplied by SP Trading (see annex XIII, sect. I) and the request to land in Bangkok (see annex XIII, sect. J) provide the name of a consignee in Ukraine, Aerotrack Ltd, supposed to be located at the exact same Kiev address as SP Trading, but nowhere to be found by Ukrainian authorities in their official registries. According to these, the DPRK consignor was an entity named Korean General Trading Corporation.
14. Further, another set of more genuine shipping documents was found by Thai authorities in the plane (see annexes XIII, sect. K and L). Worse, the information contained in these documents is completely different. An Air Koryo air

¹¹ Only two amendments were referenced in the initial contract signed on 5 November 2009 regarding payment amount and procedure. Addendum No 1 established the cost of the ACMI hour to be charged by Air West to SP Trading. Addendum No 2 established the terms for payment and settlement.

waybill (see annex 13.12) provides the name of a different DPRK shipper (Korea Mechanical Industry Co. Ltd) and an intended recipient located in Iran (Top Energy Inst.). This last document is also inconsistent by indicating that the destination of the flight was Bangkok.

Unloading of arms discovered on board 4L-AWA



Source: Thai authorities

Conclusion

15. Any of the points mentioned above raise suspicions about the roles played by Aleksandr Viktorovich Zykov, Iurii Lunov and Igor Karev-Popov. Considered as a whole, the Panel concludes that these three individuals were highly complicit in this illicit transfer.

C. Extract of official register of airlines published by the Russian Federation and SP Trading letter

*Official Register of Airlines published by the Russian Federation
(dated 25 September 2009)*

25/09/2009		AIR		
AIR WEST a/k		ИКАО	ИАТА	Вн.код
AIR WEST		AWG		
Радиотелефонный ПОЗЫВНОЙ	WEST GEORGIA			
ООО "AIR WEST"				
Государство	ГРУЗИЯ			
Аэропорты базирования	Батуми	УГСБ	UGSB	ГРУЗИЯ
П/адрес	6000, Грузия, г. Батуми, ул. Казбеги, д. 21			
Ю/адрес	6000, Грузия, г. Батуми, ул. Казбеги, д. 21			
Телефон	+380 (44) 455-9306, +995 (222) 3-1422, +995 (222) 3-1438, +995 93 20 23 37			
Факс	+380 (44) 417-2376, +995 (222) 3-1438			
Е-mail	Levanikak@mail.ru uzh@i.com.ua			
Руководитель	Кабадзе Леван Нодарович			+995 (222) 3-1422
Главный бухгалтер	Патаридзе Елизавета Валерьяновна			

Air West Georgia
fax number and email
+380 (44) 417-2376
1Huzh@i.com.ua

*SP Trading letter to the Kazakhstan Embassy in Bangkok
(dated 13 December 2009)*

SP Trading Ltd.

TO:
Diplomatic mission of Kazakhstan in Bangkok

FROM:
"SP TRADING LTD"
Level 5, 369 Queen Street,
Auckland, New Zealand,
Registration #2289331

13.12.2009

SUBJECT: Air West Georgia IL76 at Bangkok on Dec 12th 2009

Dear Madams and Sirs,

We would like to inform you that "SP TRADING LTD" Company received an charter request from "Union Top Management LTD" Company, Hong Kong, union_top@topemail.com, CEO: Dario Cabrerus, contact person: Nataliya, tel. - 8522745493804 dd. 02.12.2009, for the general cargo carrying (oilfield equipment) on route Northern Korea - Ukraine (technical stop) Iran. Our Company demanded full packing list of the cargo to be carried, in order to ensure character of the transported cargo. The agreement has been signed on 04.12.2009. Air company "Air West LTD" has been involved by "SP TRADING LTD" on ACMI conditions, with reference to the Agreement # 5 11 2009/11 by and between "SP TRADING LTD" and "Air West LTD". Before applying requests for the over fly and landing permissions, our Company received AIRWAYBILL from "Union Top Management LTD", filled by Consignor in Northern Korea ("Korean General Trading Corporation"), where, with compliance to previously received packing list, oilfield equipment has been specified. Only after the above mentioned procedures "Air West LTD" Company proceeded to the flight planning, in accordance to the regulations of ICAO and IATA, mentioning character of the transported cargo. "SP TRADING LTD", "Air West LTD" and crew of the aircraft could not even imagine that the transported cargo doesn't match to those mentioned in packing list and AIRWAYBILL.

As per international transportation regulations, crew accepts cargo on board with reference to the documentation issued by the shipper and responsible ONLY for its safety. Crew has no right to open cargo package and check content. Air Charter Contract states that "Air West LTD" takes no responsibility for non-coincidence of the cargo to be carried with the documents provided on board. Being aware of aforementioned, by deception and forgery, "Union Top Management LTD" shifted responsibility on to "SP TRADING LTD", "Air West LTD" and crew of the aircraft.

Hereby, accordingly to the aforementioned, we declare that we do not consider ourselves guilty of what happened and kindly asking you to exempt "SP TRADING LTD", "Air West LTD" and our employees from juridical and other proceedings.

Best regards,
Representative of "SP TRADING LTD" in Ukraine
Iuri L. Uzh
Tel.: +38050 3307668
Fax: +38044 4172376
e-mail: uzh@i.com.ua; lub2009@mail.ru

Level 5, 369 Queen Street, Auckland, New Zealand

Same fax number
and email address

SP Trading Ltd Representative office in
Ukraine

fax number and email
+380444172376
0Huzh@i.com.ua

D. Union Top Management incorporation documents

Certificate of incorporation (dated 2 November 2009)

CR

No. 1386743
編號

CERTIFICATE OF INCORPORATION
公司註冊證書

I hereby certify that
本人謹此證明

UNION TOP MANAGEMENT LIMITED
聯高管理有限公司

is this day incorporated in Hong Kong under the Companies Ordinance
於本日在香港根據《公司條例》(第32章)

(Chapter 32) and that this company is limited.
註冊成為有限公司。

Issued on 2 November 2009.
本證書於二〇〇九年十一月二日發出。

Ms. Fanny Wing-chi LAM
for Registrar of Companies
Hong Kong
香港公司註冊處處長
(林詠芝 代行)

Note 註:
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.
公司名稱獲公司註冊處註冊,並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

Notification of change of Secretary (dated 10 November 2009)

CR 秘書及董事更改通知書(委任/離任) 表格 Form D2A
公司註冊處 Companies Registry (《公司條例》第156(4)、(4A)及(4B)條) (Companies Ordinance s. 156(4), (4A) & (4B))

存案 Filed

重要提示 Important Notes
• 填妥前請參閱《填表須知》。
• 請用黑色墨水列印。
• Please read the accompanying notes before completing this form.
Please print in black ink.

1 公司名稱 Company Name
聯高管理有限公司
UNION TOP MANAGEMENT LIMITED

2 更改詳情 Details of Change
A. 秘書/董事的離任 Cessation to Act as Secretary/Director
(如有超過一名秘書/董事離任,請用續頁A續報) Use Continuation Sheet A if more than 1 secretary/director ceased to act

身份 Capacity: 秘書 Secretary 董事 Director 候補董事 Alternate Director

代辦 Alternate to: N/A

個人秘書/董事的姓名 Name of Individual Secretary/Director
中文姓名 Name in Chinese: (Nil)
英文姓氏 Surname in English: (Nil)
英文名字 Other Names in English: (Nil)

身份證明 Identification: 香港身份證號碼 HK Identity Card Number / 護照號碼 Passport Number

或 OR

4 法人團體秘書/董事的中文及英文名稱 Chinese and English Names of Corporate Secretary/Director
悅泰發展有限公司 EASYTIME DEVELOPMENT LIMITED

離任原因 Reason for Cessation: 辭職/其他 Resignation/Others 去世 Deceased

離任日期 Date of Cessation: 日 DD 月 MM 年 YYYY

5 請說明上述離任董事/候補董事在離任日期後,是否繼續擔任公司
的候補董事/董事職位
Please indicate whether the director/alternate director who is ceasing to act will continue to hold office as alternate director/director in the company after the date of cessation. 否 No

6 商文人的資料 Presenter's Reference
姓名 Name: R & O MANAGEMENT CONSULTANCY
地址 Address: FLAT B, 7/F, EUROPEAN ASIAN BANK BUILDING, 749 NATHAN ROAD, KOWLOON.
電話 Tel: 2391 7737 傳真 Fax: 2789 3352
電郵地址 E-mail Address:
傳真 Reference:
附編號 2009 (887) (2008年7月) Form Number No. 2009 (Revised July 2008)

收件日期 RECEIVED 10 NOV 2009

200941939 03A 1386743 10/112009

資格 Form D2A 公司編號 Company Number 1386743

2. 更改詳情 Details of Change (填上頁 cont'd)
B. 個人秘書/董事的委任 Appointment of Individual Secretary/Director
(如委任超過一名個人秘書/董事,請用續頁B續報) (Use Continuation Sheet B if more than 1 individual secretary/director is appointed)

請在適用的表格內加上✓號。Please tick the relevant box(es).

(註 Note 11) 身份 Capacity: 秘書 Secretary 董事 Director 候補董事 Alternate Director

代辦 Alternate to: N/A

中文姓名 Name in Chinese: (Nil)

英文姓名 Name in English: CABREROS GARMENDIA DARIO
英文姓氏 Surname: CABREROS GARMENDIA 名字 Other Names: DARIO

前用姓名 Previous Names: (Nil)

別名 Alias: (Nil)

(註 Note 12) 地址 Residential Address: 480 GRAN VIA DEL CORTS CATALANES, 08015, BARCELONA, SPAIN. 國家 Country: SPAIN
(備註: 地址及郵政信箱號碼不可省略) Care of addresses and post office box numbers are not acceptable

(註 Note 13) 電郵地址 E-mail Address: (Nil)

(註 Note 14) 身份證明 Identification:
a. 香港身份證號碼 Hong Kong Identity Card Number: (Nil)
b. 護照 Passport: SPAIN Q499026
發給國家 Issuing Country: 號碼 Number

委任日期 Date of Appointment: 日 DD 月 MM 年 YYYY

(註 Note 15) 請說明董事/候補董事在獲得上述委任時,是否公司現任的候補董事/董事
Please indicate whether the director/alternate director whose appointment is reported above is already an existing alternate director/director in the company at the time of the above appointment. 是 Yes 否 No

(註 Note 16) 請注意 Advisory Note
所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本,並熟悉該指引所載的董事一般責任。
All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

(註 Note 16) 出任董事職位同意書 Consent to Act as Director
本人同意出任公司的董事/候補董事*,並確認本人已年滿18歲。
I consent to act as a director/alternate-director* of this company and confirm that I have attained the age of 18 years.
簽署 Signed: J. Caberos
*廢止不適用者 Delete whichever does not apply

第二頁 Page 2

E. Lease contract signed by Air West and SP Trading (5 November 2009)

AGREEMENT № 05-11-2009/01

"5" November 2009

Aircompany «Air West Ltd», further referred to as "the Lessor" in the person of its Director Mr. Kakabadze Levan, and aircompany "SP TRADING LTD" further referred to as "the Lessee" in the person of its director Lu Zhang, have entered into this Agreement as set forth below:

1. SUBJECT

1.1. The Lessor shall provide for leasing under ACMI without granted flight hours for operations under Lessee program IL-76T Reg. 4L-AWA , cargo aircraft, maximum lifting capacity 45 tons, further referred to as the "Aircraft"; the flight crew, having authority for international operation; and the maintenance crew to undertake the cargo conveyances.

The flights will be organized in keeping with the schedule coordinated by both the Lessor and the Lessee in the most satisfactory way. The flights schedule already coordinated can only be changed by the Lessor having due regard to the force majeure circumstances whichever may apply.

The Maximum payload cannot exceed the corresponding engineering and navigation estimation (45tons) and can only be reduced by the Aircraft captain depending on navigation circumstances.

2. GENERAL PROVISIONS

2.1. The Aircraft, spare parts, equipment and other assets which belong to the Lessor can under no circumstances be declared the property of the Lessee.

2.2 The Lessee should apply for the flight authorization on his own.

2.3 The Lessee should operate the aircraft in such a way so as to avoid any action which may cause the prohibition of the operation, arrest or confiscation of the aircraft or may bring to penalty imposed by official authorities either of Georgia or the country of sojourn.

2.4. The Lessee shall not transport the goods prohibited for transportation under the "Regulations on Cargo Air Conveyances", in particular, drugs.

3. THE AIRCRAFT

3.1. The aircraft specifications must correspond to all technical and commercial requirements made for the aircraft of such type and it also must be airworthy in all respects.

3.2. The aircraft must be airworthy and equipped with on-board kit in keeping with the technical standards adopted in Georgia and ICAO recommendation and it is required to have all documents necessary for the flight operation (board log, licenses, certificates, insurance policies, etc.) on board in compliance with the Air Code.

3.3 The Lessor ensures all necessary board documents for the aircraft and the documents required for the flight to be undertaken.

3.4. The aircraft has the Lessor's identification markings.

3.5. The Lessee ensures the documents for the transported cargo and also the documents for official registration of customs procedure.


4. THE CREW AND TECHNICAL PERSONNEL

4.1. The aircraft will be operated by the Lessor's crew in accordance with the requirements of national and international standards and rules acting in the country of aircraft's location and base.

4.2. The crew complement is determined by the «Aircraft Flight Manual» requirements and the Georgia Air Transport Department requirements and the maximum number of the crew members makes up 9 persons, 3 among them are assigned by the Lessor for the Aircraft maintenance work during the period of operation consistent with the program.

4.3. The substitution of crew or one of its members under the Lessor's initiative is made at the Lessor's expenses.

4.4. According to the normative rules adopted in Georgia, the crew must take a necessary rest before the flight. The crew will be provided with minimum 2 days-off per week in keeping with the scheme agreed upon by the aircraft's captain.



4.5. The aircraft's captain has the following rights:

- to postpone or cancel the departure having due regard to the meteorological conditions;
- to reduce the permissible payload in case of unfavorable meteorological conditions;
- to land, to stop for necessary repair, to change the route, or to stop operating the flight at all, having due regard for the air safety.

5. MAINTENANCE

5.1. The technical maintenance during the operation on the program is made by the Lessor in accordance with the Aircraft Technical Manual requirements and on the basis of the documents regulating the maintenance of the given type of aircraft in the sphere of Civil Aviation of Georgia.

5.2. During the term of the Agreement the Lessor provides technical equipment, spare parts and aggregates necessary for repair.

5.3. The Lessee shall provide the ground maintenance facilities when the aircraft is located in his airports and he shall bear expenses associated with it as well as pay the airport fees.

5.4. The Lessee shall meet the expenses associated with the aircraft refueling and provision of it with the lubricants and gases according to the Aircraft Technical Manual.

6. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Lessor's rights and obligations:

6.1.1. The Lessor shall on fixed day and time provide the Lessee with the Aircraft, which must be in good technical state for cargo conveyances.

6.1.2. The Lessor has the right to dissolve the Agreement and return the aircraft to the base, notifying the Lessee 10 days beforehand in the following cases:

- a) if the Lessee uses the aircraft with the purposes other than that indicated in the Clause 1.1. of this Agreement or in some other ways which are against the proper aviation operations or violate the Clause 2.4. of this Agreement;
- b) if the Lessee fails to effect all necessary payments set forth in this Agreement(in keeping with the Supplement 1 to this Agreement).

6.1.3. The Lessor controls the Aircraft flight and technical operation which is realized by his representative on board of the Aircraft and by the inspector, which is sent to the place of the Aircraft's location 1 times a month during the program term.

6.1.4. The Lessor cannot recall the Aircraft and crew back to the base until this Agreement is terminated (except of the cases envisaged by the Clause 6.1.3.)

6.1.5. The Lessor has the right to use spare cargo capacity for additional goods transportation and he can also use the Aircraft when it stands idle.

6.2 The Lessee's rights and obligations:

6.2.1. The Lessee has no right to pass his rights and obligations under this Agreement to other physical and juridical persons.


6.2.2. The Lessee shall in good time advise the Lessor's crew about the route changes so the flight could be properly undertaken.

6.2.3. The Lessee renders necessary assistance to the Lessor in purchasing of spare parts, equipment, aircraft engines on account of mutual settlements under this Agreement.

6.2.4. The Lessee makes commitment to arrange the airport service and handling for the crew and the aircraft in the airports and to bear expenses associated with it. In doing so he shall:

- provide his representative during the aircraft arrival and departure;
- provide communication of the crew with the airport services for the aircraft maintenance and handling;
- provide at his own expense the aircraft crew and specialists with the hotel accommodation (minimum 3- star hotel), per diem subsistence allowances in amount of 20 USD and three meals a day per each crew member and catering during the operation, standing for more than 3 hours, as stipulated in the schedule, in cases of unforeseen delays due to the reasons beyond the Lessor's control and in the airports where the aircraft is based.
- provide at his own expense the Lessor's experts with vehicles, ensure the medical examination of the crew members in the airports of departure and also provide first aid or other medical services as needed.
- provide contact phones and other codes for communication with the Lessee's representatives in the airports of arrival.

6.2.5. The Lessee shall pay any additional governmental and local taxes and dues which may be levied on the Lessor's experts during the first arrival, the last departure and during their stay in other countries.



- 6.2.6. The Lessee shall advise the Lessor about the transportation program termination minimum 3 days before.
- 6.2.7. The Lessee shall ensure the Aircraft, crew and cargo protection against the illegal intrusion acts in keeping with the Supplement 2 to this Agreement.
- 6.2.8. The Lessee undertakes to effect payment in due time in compliance with the Addendum No1 and No2 to this Agreement.
- 6.2.9. Starting time begins one hour prior to a start of the Aircraft and makes 14 hours.

7. THE PARTIES' RESPONSIBILITIES

- 7.1. The Parties bear responsibility for the non-performance or improper performance of the obligations taken upon according to this Agreement in compliance with legislation of Georgia and international law.
- 7.2. The Party that infringes its obligations under this Agreement shall indemnify the other Party's losses.
- 7.3. The Party that infringes its obligations under this Agreement is released from the responsibility for non-performance or improper performance of its obligations provided this non-performance or improper performance happens due to any force-majeure circumstances or due to the reasons beyond this Party's control.
- 7.4. If one of the Parties causes damage to the personnel or property of the other Party, it should indemnify for this damage.
- 7.5. The Parties undertake to keep this Agreement confidential and they bear responsibility in case of any violation of this undertaking.

8. FORCE - MAJEURE

- 8.1. The Parties are released from responsibility in case if the whole or partial non-fulfillment of this Agreement provisions if any force-majeure circumstances apply. Such circumstances include: natural calamities, embargo, military operations, except of those cases when the Lessee himself sends the aircraft into the military operation zones, blockades, also the adoption of the legislative acts, which capable to change the legal and economic situation, other calamities or god's acts, strikes; prohibition or the absence of the official authorization of the countries on the route to overfly or to stay on their territory; or any other circumstances which apply after the date this Agreement was entered and if such circumstances cannot be prevented by the parties.
- 8.2. Should any force-majeure circumstance apply for any of the Parties, that Party must inform the other Party immediately.
- 8.3. In case any of the above mentioned circumstances prevented the prompt fulfillment of obligations under this Agreement, the term of this obligation should be prolonged until the circumstance no longer apply.
- 8.4. If the obligation cannot be fulfilled because of the force-majeure circumstance within one month then each Party is entitled to withdraw on the whole or partially from further fulfillment of its obligations under this Agreement.
- 8.5. When the force-majeure does not apply any more the parties can either agree upon the terms of this Agreement to be continued or dissolved.

9. PAYMENT AND SETTLEMENT PROCEDURE UNDER THE AGREEMENT

- 9.1. The payment amount and procedure is stipulated in the Addendum No1 and No2 to this Agreement which is an integral part of this Agreement.

10. THE TERM OF AGREEMENT

- 10.1 This Agreement comes into force upon the date of both Parties' signatures.
- 10.2. The aircraft will depart to commence operation in keeping with this Agreement on the day of the down payment receipt in accordance with the Supplement 1.
- 10.3. The Agreement will be in force up to the end of the month (November 2010).

11. ARBITRATION

- 11.1. Should some arguments or contradictions occur between the Parties concerning any issue stipulated in this Agreement or related to it, the Parties must apply every possible effort to settle them by negotiation.
- 11.2. If the contradictions or arguments cannot be settled in the course of negotiation within 10 days then the matter is committed to the parity commission for consideration. This commission must consist of 4 persons (2 from each side).

Initial provision regarding payment only referenced two addendums



The parity commission is established within 5 days upon written request of one of the Parties. If the parity commission cannot settle the argument within 10 days since it was established or if one of the Parties can not assign its representatives into the commission within stated 5 days the matter will be considered according to the Law of Georgia by the International Commercial Court of Arbitration.

12. INSURANCE

- 12.1. The Lessor shall provide the insurance cover within the residual cost of the aircraft stated in the item 1.1. of this Agreement and the crew members insurance as well. Insurance copies must be kept on board of the aircraft.
- 12.2. The Lessor provides the Insurance of the aircraft, crew members in the stated limits of civil responsibility and the third party over for the whole term of Agreement.
- 12.3. The Lessee provides the cargo property cover (aviation cargo) passengers insurance and other covers stipulated by the UN and the Aviation Authorities of the states of location.
- 12.4. The flights cannot be undertaken unless there are all required insurances, set forth in the items 12.1. and 12.2.

13. OTHER TERMS

- 13.1. All Amendments and Addendums to the terms of this Agreement will be valid upon the signatures of both Parties' authorized representatives.
- 13.2. Any interactions of the parties which are not stipulated in this Agreement are regulated by the current legislation of Georgia.
- 13.3. All Supplements to the given Agreement, signed by both Parties are considered its integral part.
- 13.4. Any correspondence between the Parties must be sent to their juridical addresses.
- 13.5. If this Agreement is cancelled the Lessee shall provide the return flight of the aircraft within 7 days and he shall bear all expenses associated with this return.
- 13.6. The cancellation of this Agreement does not release any Party from any due payment or obligations under this Agreement.

14. CONCLUDING PROVISIONS

- 14.1 The Agreement is made in 2(two) copies each having equal value.
- 14.2. The Agreement can be canceled upon the consent of both Parties provided there is a prior written notification about such intention minimum 10 days before the scheduled expiration.

15. JURIDICAL ADDRESSES OF THE PARTIES AND SIGNATURES

THE LESSOR:
"AIR WEST LTD:
 Intermediary Bank:
 JP Morgan Chase Bank, New York, USA
 SWIFT: CHASUS33
 Account with Institution:
 Bank of Georgia, SWIFT: BAGAGE22
 3, Pushkin Street, 0105 Tbilisi, Georgia
 Beneficiary: AIR WEST LTD
 Account: 115742400

THE LESSEE:
"SP TRADING LTD"
 Beneficiary bank: Sanpo Bank
 (Danabank A/S Estonia Branch)
 IBAN: EE24 3300 3334 8055 0009
 Swift: FORE EE2X
 Intermediary bank:
 Correspondent Bank: Deutsche Bank
 Trust Company New York
 SWIFT codes: BKTR US33



Addendum to the contract signed by Air West and SP Trading


THE ADDENDUM № 1
To the Contract № 05-11-2009/01
dated 5 November 2009.

PAYMENT AND SETTLEMENTS

1. Cost of the ACMI hour is established by the Parties at a rate of 900 (nine hundred) US dollars per one ACMI hour.
2. Monthly guaranteed flight hours – without guaranteed flight hours.
3. "The Lessee" shall provide for crew full accommodation including HOTAC and catering.

Signed by a duly authorized representative for and on behalf of

<p>THE LESSOR: "AIR WEST LTD:</p> <p>Intermediary Bank: JP Morgan Chase Bank, New York, USA SWIFT: CHASUS33 Account with Institution: Bank of Georgia, SWIFT: BAGAGE22 3, Pushkin Street, 0105 Tbilisi, Georgia Beneficiary: AIR WEST LTD Account: 115742400</p>	<p>THE LESSEE: "SP TRADING LTD"</p> <p>Beneficiary bank: Sampo Bank (Danske Bank A/S Estonia Branch) IBAN: EE24 3300 3334 8055 0009 Swift: FORE EEXX Intermediary bank: Correspondent Bank: Deutsche Bank Trust Company New York SWIFT codes: BKTR US33</p>
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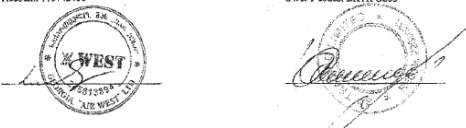
THE ADDENDUM № 2
To the Contract № 05-11-2009/01
dated 5 November 2009.

PAYMENT AND SETTLEMENTS

1. The payment should be done with reference to actual flight hours.
2. "The Lessee" has to provide information concerning the actual flight hours to aircompany not later than in one month.
3. "The Lessee" has to make payment for the actual flight hours not later than 90 days after its performance.
4. For its own account "The Lessee" pays all expenses on payments execution, including commissions of all banks through which the payments are processed.

Signed by a duly authorized representative for and on behalf of

<p>THE LESSOR: "AIR WEST LTD:</p> <p>Intermediary Bank: JP Morgan Chase Bank, New York, USA SWIFT: CHASUS33 Account with Institution: Bank of Georgia, SWIFT: BAGAGE22 3, Pushkin Street, 0105 Tbilisi, Georgia Beneficiary: AIR WEST LTD Account: 115742400</p>	<p>THE LESSEE: "SP TRADING LTD"</p> <p>Beneficiary bank: Sampo Bank (Danske Bank A/S Estonia Branch) IBAN: EE24 3300 3334 8055 0009 Swift: FORE EEXX Intermediary bank: Correspondent Bank: Deutsche Bank Trust Company New York SWIFT codes: BKTR US33</p>
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THE ADDENDUM № 3
To the Contract № 05-11-2009/01
dated 10 November 2009.

PAYMENT AND SETTLEMENTS

1. The payment for the actual flight hours (ACMI) agreed by the paragraph No.1 of the Addendum No.1 to the Contract No.05-11-2009/01 will be executed directly to the account of the owner of aircraft ("Overseas Cargo FZE").
2. Once CofA of IL76 was issued, 1000\$ reward has to be granted to the Lessor ("Air West LTD") per each month.
3. The Lessee is obliged to pay monthly, not later than 5th day of the month, salary for the crew.
4. The Lessor ("Air West LTD"), on his account, has to provide insurance of the crew and third party liability insurance.

Signed by a duly authorized representative for and on behalf of

<p>THE LESSOR: "AIR WEST LTD:</p> <p>Intermediary Bank: JP Morgan Chase Bank, New York, USA SWIFT: CHASUS33 Account with Institution: Bank of Georgia, SWIFT: BAGAGE22 3, Pushkin Street, 0105 Tbilisi, Georgia Beneficiary: AIR WEST LTD Account: 115742400</p>	<p>THE LESSEE: "SP TRADING LTD"</p> <p>Beneficiary bank: Sampo Bank (Danske Bank A/S Estonia Branch) IBAN: EE24 3300 3334 8055 0009 Swift: FORE EEXX Intermediary bank: Correspondent Bank: Deutsche Bank Trust Company New York SWIFT codes: BKTR US33</p>
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Provision stipulating that SP trading would direct payment to the aircraft owner (Overseas Cargo) and not its official operator (Air West)

F. Aircraft charter agreement signed by SP Trading and UTM (4 December 2009)

AIRCRAFT CHARTER AGREEMENT № 38/167-76

PARTIES

A. Carrier: *Company "SP TRADING LTD"*

B. Charterer: *Company "UNION TOP MANAGEMENT LTD"*

It is hereby agreed that Carrier named above ("Company") acting in the name of Director Mr. Lu Zhang will charter and the Charterer acting in the name of Mr. Dario Cabrerós named above ("Charterer") will take on charter the Aircraft (as defined below) for carry out flight or flights set out in the Schedule below on the terms and conditions contained, or referred to in this Agreement (as defined below).

THE SCHEDULE

1. Aircraft type: IL-76 Reg. 4L-AWA Flight: AWG731/732

2. Route: Pyongyang – Tehran (transit via Gostomel)

3. Payload and/or capacity chartered: 35'000 kg

4. Nature of cargo: oil industry spare parts

5. Flight for which the Aircraft is chartered, on the dates shown below (time UTC):

FLT Nbr	From	ETD	Date	To	ETA	Date
AWG 731	UKKM	07:30	07.12.2009	UBBB	10:40	07.12.2009
AWG 731	UBBB	14:20	08.12.2009	VCBI	23:00	08.12.2009
AWG 731	VCBI	00:30	09.12.2009	VTBS	05:00	09.12.2009
AWG 731	VTBS	17:00	09.12.2009	ZKPY	00:30	10.12.2009
AWG 732	ZKPY	05:30	10.12.2009	VTBS	13:10	10.12.2009
AWG 732	VTBS	01:00	11.12.2009	VCBI	05:30	11.12.2009
AWG 732	VCBI	07:00	11.12.2009	OMFJ	12:45	11.12.2009
AWG 732	OMFJ	01:40	12.12.2009	UKKM	07:30	12.12.2009
AWG 731	UKKM	10:00	12.12.2009	OIII	14:00	12.12.2009
AWG 732	OIII	16:00	12.12.2009	UBBB	17:10	12.12.2009

6. Charter Price:

- a. The monies have to be transferred by the "Charterer" in accordance with the invoice and put on to account of the "Company" before performance of the flight.
- b. The "Charterer" has to pay all bank transfer charges regarding transfer of the monies to the account of the "Company".

Note:
Refer to the table at the bottom of Annex 13.7 for the ICAO airport code.

7. Special Conditions:

- a. All the arrangements regarding the carrying of the passengers and for carriage of their luggage /security, customs, police and medicine/ is the responsibility and to the account of the "Charterer".
- b. The flight shall be performed only in the case when all overfly and landing permissions en route have been granted.
- c. The "Charterer" shall pay ROYALTIES, if any.
- d. The provision of the transportation of all special equipment (cranes, forklifts etc) for loading and offloading due to large or heavy cargo, storage/warehouses fees at the site of departure or arrival, charges for certificates, customs and cargo documentation or inspection charges which are caused by the carriage of the cargo, fitting cargo charges is the responsibility and to the account of the "Charterer".
- e. The Charterer has to have all necessary documentation confirming legal right to make such transportation and responsible for coincidence of cargo mentioned in documentation. The captain has the right to cancel the flight performance, without compensation, if mentioned above conditions were not met. The cargo given to the carriage should not be classified as military or forbidden.
- g. Any costs incurred by "Company" on behalf of the "Charterer" will be invoiced at cost and are payable on receipt of invoice.

8. Force-majeure:

- a. The Parties shall be dissolved of all and obligation under the present Agreement and shall bear no mutual responsibility in the circumstances when the terms and conditions of the present Agreement can not be performed due to force-majeure caused by natural calamities, unavailability of fuel in a/p of destination, unavailability and the delay of flight due to technical reasons or outcomes of governmental actions.
- b. If any of the above-mentioned circumstances directly affects performance of obligations in time stipulated by the present Agreement, the said time shall be correspondingly extended for a period of such circumstances duration.
- c. If inability of complete or partial obligations performance due to force-majeure persists over a one month period, each of the Parties shall have the right to deny further obligations performance under this Agreement, and in this case neither of the Parties shall be entitled to demand reimbursement from the other Party possible losses.

9. This Agreement is subject to the conditions of contract following which are especially incorporated into this Agreement.

Date: 04.12.2009.

SIGNED by a duly authorized Representative for and on behalf "SP TRADING LTD"

and by a duly authorized Representative for and on behalf of Charterer

Dario Cabrerós

G. 4L-AWA flight plan

2009 16:05 FAX

0001 Attachment

A/c: IL-76, reg.: 4L-AWA
PIC: ISSAKOV + 4

Schedule (time UTC):

AWG 731 ETD UKKM 1400 08 DEC'09 / FERRY
ETA UBBI 1820 08 DEC'09 / TECH. STOP

AWG 731 ETD UBBI 0200 09 DEC'09
ETA VCBI 1140 09 DEC'09 / TECH. STOP

AWG 731 ETD VCBI 1330 09 DEC'09
ETA ~~VTBS~~ 1800 09 DEC'09 / TECH. STOP
VTBS

AWG 731 ETD VTBS 2030 09 DEC'09
ETA ZKPY 0400 10 DEC'09 / ON LOAD

AWG 732 ETD ZKPY 0230 11 DEC'09
ETA VTBS 1010 11 DEC'09 / TECH. STOP

AWG 732 ETD VTBS 1230 11 DEC'09
ETA VCBI 1700 11 DEC'09 / TECH. STOP

AWG 732 ETD VCBI 1900 11 DEC'09
ETA OMFJ 0045 12 DEC'09 / TECH. STOP

AWG 732 ETD OMFJ 0140 12 DEC'09 ???? TBA
ETA UKKM 0730 12 DEC'09 ???? TBA

VCBI - Ceylon Petroleum
VTBS - Shell

Panel explanatory note: Airport codes and locations

Airport (ICAO)	Code	Airport name	Airport location
OIII		Mehrabad Airport	Tehran, Iran
OMFJ		Fujairah International	United Arab Emirates
UBBB		Heydar Aliyev Airport	Baku, Azerbaijan
UBBI		Nasosnaya Air Base	Azerbaijan
UKBB		Boryspil International Airport	Kiev, Ukraine
UKKM		Gostommel Airport	Kiev, Ukraine
VCBI		Bandaranaike International	Colombo, Sri Lanka
VTBS		Suvarnabhumi International	Bangkok, Thailand
ZKPY		Sunan Airport	Pyongyang, DPRK

H. Air waybill supplied by SP Trading

Blank template air waybill available on the internet

No air waybill number

No carrier's name

Consignee in Ukraine (same Kiev address as SP Trading)

No information on aircraft, flight number or operator

No name, signature or stamp

No date and place of execution

Shipper's Name and Address: Aerotrack Ltd, Kiev, Ukraine 254 000, 19-21 Frunzensk. Tel: +380 95 5336136

Consignee's Name and Address: SP Trading Ltd, Kiev, Ukraine 254 000, 19-21 Frunzensk. Tel: +380 95 5336136

Accounting Information: Freight Beyond, Notify: Aerotrack Ltd, Tel: +380 95 5336136

Handling Information: Total: 147 boxes, weight Gross: 3307.8 T, Shipment in transit

No of Pieces	Weight	Volume	Chargeable Weight	Rate	Class	Total	Remarks
87	260 kg						Geothermal kg 65x4x398x24
1	125 kg						Pack Big 1280x500x490
1	208 kg						Pack Big 560x570x440
1	676 kg						Multibag dr. 560x440x370
1	40 kg						Multibag Big 510x465x240
1	43 kg						Multibag G dr. 510x465x240
1	125 kg						Water dull 390x1000x1500
1	200 kg						Multibag dr. 560x1200x800

Charges: Freight AS arranged, Valuation Charge AS arranged

Signature of Shipper: AS arranged

Signature of Issuing Carrier or its Agent: (Blank)

Date and Place of Execution: (Blank)

I. Packing list supplied by SP Trading

Consignee in Ukraine (same Kiev address as SP Trading)

PACKING LIST
No.: 20091201/787
Date: 3/12/2009

DPRK shipper

Consignee: Aerotrack Ltd Address: Kiev 254080, 19-21, Frunze Str Tel: +38(095) 5336136 Ukraine Tel.: +38 (095) 5336136 Fax: +38 (044) 2348148 Notify: Victoria Doneckaya Tel.: +38 (095) 5336136		Shipper: Korean General Trading Corporation Mailto: 403hsd@co.chesin.com Tel: +850 2381 8344 Fax: +850 2381 4416		
Box Qty	Boxes content	Box Weight	Gross Weight	Dimensions
87 boxes	Geothermal Rigs spare parts – model MTEC6	30kg	2610kg	659mmX398mX265mm
1 box	Percussion drilling rig spare parts- model Buffalo 3000	125kg	125kg	1280mmX500mmX490mm
40 boxes	Rotary Drilling Rig spare parts – model Watertec 6	520kg	20800kg	5608mmX370mmX410mm

PACKING LIST
No.: 20091201/787
Date: 3/12/2009

13 boxes	Mid-range Watertec 40 spare parts	520kg	6760kg	5680mmX410mmX370mm
2 boxes	Mintec 6 spare parts - pumps	45kg	90kg	510mmX465mmX240mm
1 box	Mintec 12.8 drilling vales	43kg	43kg	510mmX465mmX240mm
1 box	Mintec 6 watr sleeves – spare parts	1250kg	1250kg	3900mmX1000mmX1500mm
2 boxes	Bespoke Mineral exploration Machine – spare parts	1000kg	2000kg	5600mmX1200mmX800mm
Total Weight: 33678T				

Declared cargo (various oil industry spare parts)

J. Landing request submitted to the Thai civil aviation authorities

```
*** INPUT *** MON 7 DEC 2009 08:20 ***
ZCZC BRA055 070821
GG VTBAYAYX VTBAYAYD.
041608 UKKKCPFX
FROM : ATS/PLANNING AND PROVIDING CENTRE
      SITA:IEVCPXH AFTN:UKKKCPFX E-MAIL:AEROTECH.MAIL(AT)GMAIL.COM
      FAX:++38-044-236-99-19 TEL:++38-044-2380322, 2372790

SUBJ : REQ TECH LAND PERM

A/CO : AIR WEST (AWG - ICAO CODE)
POST : KAZBEGI STR..21. BATUMI, GEORGIA
ACFT : IL-76 REG: 4L-AWA ACAS-II
CREW : ISSAKOV + 4, ALL UKRAINIAN
PURP : EMPTY FERRY FLIGHT VCBI-VTBS-ZKPY
      TRANSPORT OIL INDUSTRY SPARE PARTS. ZKPY-VTBS-VCBI
CNOR : KOREAN GENERAL TRADING CORPORATION
CNEE : AEROTRACK LTD, KIEV, UKRAINE

SKED : UTC
09 DEC '09 AWG731 ETO/VCBI0030 ETA/VTBS0500 - TECH LAND
09 DEC '09 AWG731 ETO/VTBS1700 ETA/ZKPY0030

10 DEC '09 AWG732 ETO/ZKPY0530 ETA/VTBS1310 - TECH LAND
11 DEC '09 AWG732 ETO/VTBS0100 ETA/VCBI0530


ROUTE: VIA ATS ROUTES AND CURRENT NOTAMS
```

Declared flight
purpose

Consignor and
consignee

K. Air West cargo manifest found on board 4L-AWA

Air West logo

CARGO MANIFEST 4/4 

I.C.A.O. ANNEX 9, APPENDIX 3

Owner or Operator: AIR WEST

Aircraft: 4L-76 4L-AWA Flight No: AW6-782 Date: 11.12.09

Point of Lading: PYONGYANG Point of Unloading: UKBB (UKRAINE)

Air Waybill Number	Number of Packages	Nature of Goods	For use by owner or operator only	For other use only
120-0018-8532	145 ps 35884 kg	MECHANICAL PARTS		
TTL	145 ps 35884 kg			

AT. SOO When
[Signature]

Prepared by: [Signature]

Flight number and date corresponding to SP Trading and UTM contract

Other airport in Ukraine indicated as place of unloading (see annex 13.7)

Air Koryo air waybill number (see annex 13.12)

Declared cargo

L. Air Koryo air waybill found on board 4L-AWA

Air waybill number 120-0018 8532

Official Air Koryo logo

Different DPRK consignor KORYO MECHANICAL INDUSTRY CO. LTD

Consignee in Iran TOP ENERGY ENST. MR. DASHIT, AIRPORT MAHRABAD

Flight number and date corresponding to SP Trading and UTM contract AW 732 / 13 DEC

Bangkok indicated as final destination

Declared cargo MECHANICAL PARTS

AWC 700.00

11 DEC 09 PYONGYANG AIRPORT

No. of Pieces	Weight	Rate Class	Chargable Weight	Rate / Charge	Total	Notes and Quantity of Units
145	35004.5	K Q	35004.5			MECHANICAL PARTS
145	35004.5					

Signature of Issuing Carrier or its Agent: 11 DEC 09 PYONGYANG AIRPORT

Signature of Consignee or its Agent: [Signature]

120-0018 8532

COPY II (FOR AGENT)

Annex XIV. Cargo manifest (inspection in an East African country)

Information
redacted by the
Panel

shamsw.txt

Pacific Intl. Lines
MANIFEST

INBOUND CARGO
03-May-2011 17:43 Page 1

Vessel Name : KOTA KARIM
Arrived 03-May-2011
Port of loading : SHANGHAI, CHINA
of discharge [REDACTED]
Captain name [REDACTED]

Voy No. KRM042
Port

B/L No. 2712, WANGJINGYUAN, CHAOYANG QU, BEIJING TEL: 1337177728
SHAMSW110000023
ASMARA, STATE OF ERITREA TEL: 291-8370846 FAX: 291-8370844

Shipper : GUANGCAIWEIXINMAOYI (BEIJING)
TEL: 1337177728
Consignee: PUBLIC TECHNICAL SERVICES CENTER
Notify : SAME AS CONSIGNEE

Issued on 15-Apr-2011 Movement FCL/FCL Terms CY/CY Received at : SHANGHAI, CHINA
Delivery at : MASSAWA, ERITREA

1 x 40HC Containers Gross wgt 15,990.000 KGS volume 26.960 MTQ

Marks and numbers	Goods description
N/M	6 CASES SLOTING MACHINE RADIAL DRILLING MACHINE VERTICAL MILLING MACHINE STEEL PLATE SHEAR AIR COMPRESSOR SHIPPER'S LOAD STOW COUNT & SEAL AL SHIPPED ON BOARD FREIGHT PREPAID

Pack ContainerNo. seal numbers
40HC PCIU9947947 034063

Annex XV Arms-related material seized by France in November 2010

A. Bill of lading

M245204202.TXT

Yangming Marine Transport Corporation
Bill of Lading M245204202 CTPREF: KSN02WSHALTK
Accp. Date: 20100806 08: 20100807 ISS: 20100807

Main Conv: SAN FRANCISCO BRIDGE 002W (KSN02W) B/L Conv: SAN FRANCISCO BRIDGE 002W (KSN02W)
P/Rec: DALIAN LOAD : DALIAN
Dish : PORT SAID EAST P/De1: LATAKIA

Shpr: JING HUAN TRADE CO.,LTD
Ntfy: SAME AS CONSIGNEE

Cnee: THE COMPANY OF MELALLIC
CONSTRUCTIONS AND MECHANICAL
INDUSTRIES.ADRA,P.O.BOX:1149,
DAMASCUS,SYRIA TEL:00963-11-5810719
FAX:00962-11-5810718

Conveyance :
21 58490S CNDLC TWKHH
22 KSN02W TWKHH EGPSE
30 EGPSE SYLTK

20 ft: 2 40 ft: 0 45 ft: 0 PKGS : 72 KGS : 37631 CBM : 77.2

----- Description -----
COPPER BARS & PLATES
CN:
CAIU2260170 20' DC YMLZ727016
FCIU2279872 20' DC YMLZ727079

----- Text -----
1. DELIVERY TERM : FREE OUT
2. ALL PORT HANDLING CHARGES,
DEMURRAGE, STORAGE, AND LOCAL
SHIPPER'S LOAD AND COUNT
DRAYAGE AFTER VESSEL ARRIVED AT
DISCHARGING PORT ARE AT RECEIVER'S
RISK, EXPENSES AND RESPONSIBILITY.
3. GP DEMURRAGE FREE TIME : 10
CALENDAR DAYS FROM THE FOLLOWING
DAYS AFTER THE VESSEL HAS COMPLETED
DISCHARGE.
4. DEMURRAGE CHARGE :
11TH TO 20TH DAY - USD 8/20'
USD 16/40' PER DAY
THEREAFTER - USD 15/20'

Page 1

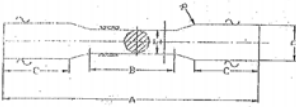
Shipper

Consignee

Declared cargo

Ports of loading and delivery

B. Technical certificate

TECHNICAL CERTIFICATE													
1. Name of Commodity & type: Brass Disc JIK-75-05 292.8X24 GOST B16520-70													
2. Lot Number: <i>042612</i>													
3. Date of Manufacture: <i>Apr. 26th. 2010</i>													
4. Quantity: <i>72</i> pcs													
5. Dimensions and weight:													
Test Item →	Diameter (mm)	Thickness (mm)	Weight (Kg)										
Standard Value	$292.8^{+0.08}$	$24^{+0.3}$	~ 13.830										
Measured Value	<i>292.8</i>	<i>24.0</i>	<i>13.83</i>										
6. Chemical composition:													
Test Item →	Basic Elements (%)			Impurities, not more than (%)									
	Cu	Si	Zn	Fe	Pb	P	Sn	As	Sb	Bi	S	Total	
Standard Value	74-77	0.40-0.80	rest	0.05	0.03	0.01	0.003	0.002	0.002	0.002	0.003	0.15	
Measured Value	<i>75.8</i>	<i>0.34</i>		<i>0.03</i>	<i>0.02</i>	<i>0.01</i>	<i>0.0003</i>	<i>0.0003</i>	<i>0.002</i>	<i>0.0003</i>	<i>0.004</i>		
7. Mechanical Specifications: Annealed, pickled													
Test Item →	Tensile Strength σ_B (Kg/mm ²)	Relative Elongation (%)											
		δ_{10}	δ_5										
Standard Value	33-40	not less than 50	not less than 55										
Measured Value 1	<i>35.5</i>	80											
Measured Value 2	<i>35.2</i>	90											
Measured Value 3													
Measured Value 4													
Measured Value 5													
Sketch of the Specimen for Tensile Strength Test:													
													
Dimensions of the Specimen for Tensile Strength Test(mm):													
A	B	C	D	E	Section	R							
<i>86</i>	<i>60</i>	<i>10</i>	<i>16</i>	<i>10.02</i>	<i>78.8 mm²</i>	<i>3.5</i>							
TECHNICAL CERTIFICATE No. 3-3 Brass disc, JIK-75-05 292.8x24mm GOST B16520-70 ¹													

8. Flatness(Torsion):			
Standard Value	not more than 4mm		
Measured Value	<i>0.2</i>		
9. Hardness:			
Test Item →	Hardness	Diameter of Trace of Hardness Tester Cone (with weight of 1000Kg & Ball with diameter of 10mm)	
Standard Value	HB 55 ~ 85	3.8 ~ 4.67 mm	
Measured Value 1	<i>79.6</i>	<i>3.92</i>	
Measured Value 2			
Measured Value 3			
Measured Value 4			
Measured Value 5			
Measured Value 6			
Measured Value 7			
Measured Value 8			
Measured Value 9			
Measured Value 10			
10. Metallurgical Properties:			
Test Item →	Microstructure Type	Grain Size (mm)	
		Minimum	Maximum
Standard Value	α Brass	0.025	0.200
Measured Value		<i>0.029</i>	<i>0.073</i>
We hereby certify that according to sampling tests, the results of the above-mentioned tests fully comply with the specified technical conditions.			
Signature of the Inspector: <i>S J G</i>			
Date of Test: <i>May 12th 2010</i>			
TECHNICAL CERTIFICATE No. 3-3 Brass disc, JIK-75-05 292.8x24mm GOST B16520-70 ²			

C. Packing list

PACING LIST

Dimensions of Package ; 600 mm(L) × 340 mm(W) × 328 mm(H)

Package No; AK5-22/23 weight of Packag;G/W; 258kg

N/W; 246.8kg

Customer; _____

Contract No; 48/2008/90

Number known to cover DPRK
military contracts

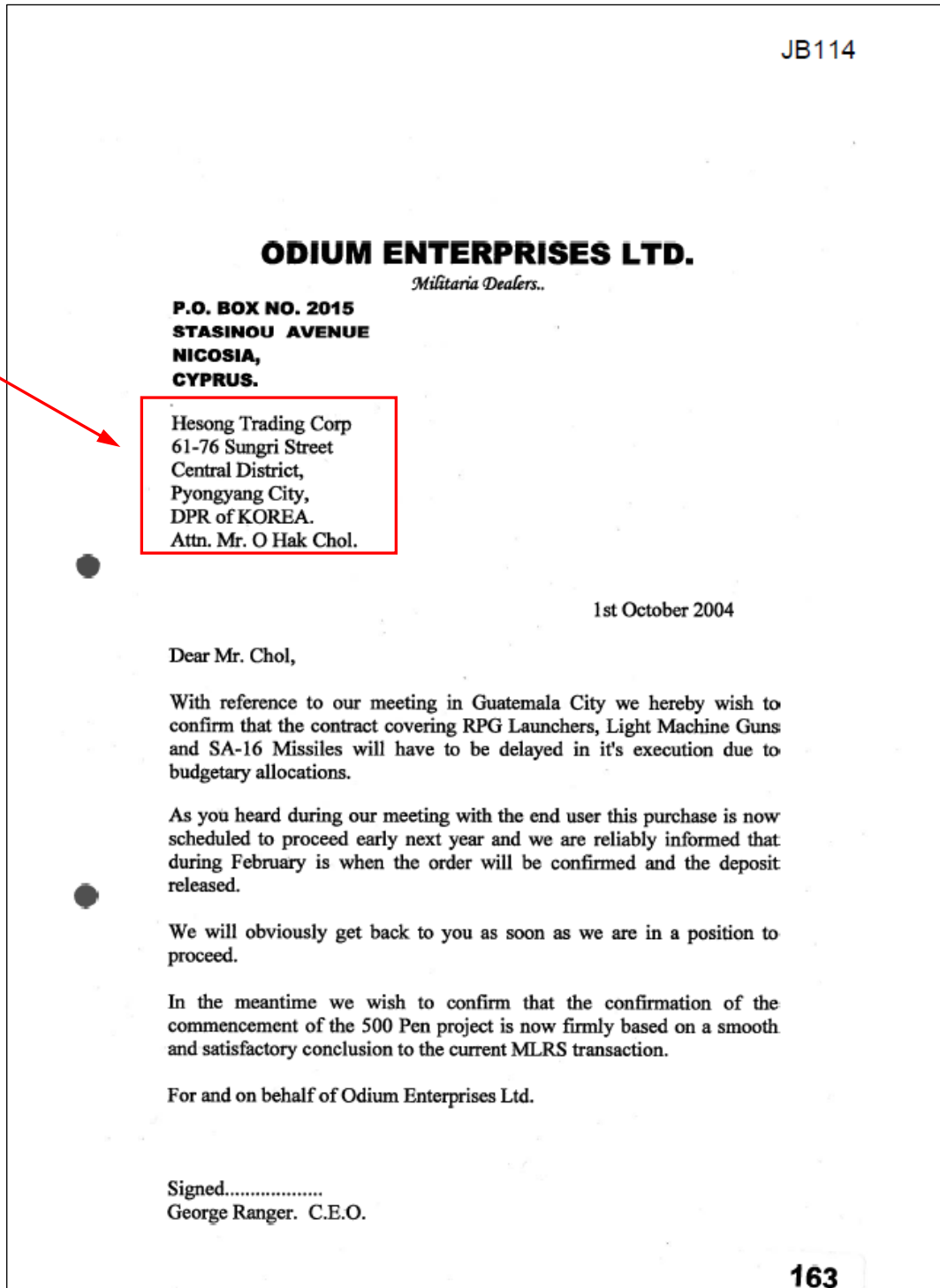
Ser. No	Item No.	Description of Goods (Type, Marck, Size)	Unit	Qty	Lot No.
22	3-1	P II - 11	kg	374	6-5-22

Manufactured by COST CO. Packer ; _____

Date; June. 25th. 2010

Annex XVI. Attempted exports of man-portable air defence systems

A. Letter to Hesong Trading Corporation



B. Passport of O Hak-Chol



Annex XVII. Arms-related shipment seized by South Africa in November 2009

A. Ethiopian airlines air waybill (undetected arms-related shipments to the Congo)

Shipper	071 PER 1563 2816 SEAJET COMPANY LIMITED B-804, SOHO NEW TOWN, 88 JIANGUO ROAD, CHAOYANG DISTRICT, BEIJING 100022 P.R. CHINA TEL:10-85803334 FAX:10-85803051/52	Air Waybill Issued by Ethiopian Member of International Air Transport Association Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.												
Consignee	D.G.E. CORP/TEL:00242 5011879 ST. MONK 30, 33POTO-POTO, BRAZZAVILLE, REP OF CONGO	Accounting Information: BEIJING FOREIGN AIRLINES SERVICE CORPORATION CARGO DEPT.												
Airports of loading (Beijing) and delivery (Brazzaville)	BEIJING FOREIGN AIRLINES SERVICE CORPORATION CARGO DEPT. Account No. 08-30658 0004 Account No. 08-3 0658 0004 Airport of Departure (A/Sr. of Flight Carrier) and Requested Routing CAPITAL AIRPORT	FREIGHT PREPAID BJS2007-22 Optional Shipping Information:												
Gross and chargeable weights (5067 kg)	<table border="1"> <thead> <tr> <th>No.</th> <th>By Flight Carrier</th> <th>Weight</th> <th>By Flight Carrier</th> <th>Weight</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>52</td> <td>BZY ET</td> <td>5067.0</td> <td>ET605</td> <td>5067.0</td> <td>10134.0</td> </tr> </tbody> </table> Airport of Destination: BRAZZAVILLE Date of Issue: Jun 25 Insurance: NIL Description of Goods: SPARE PARTS OF TOOL MACHINE MODEL HUICHONG Dimensions: 75X52X52X2, 75X50X42X1, 161X85X83X3, 138X54X36X2, 105X50X42X2, 64X52X40X2, 85X67X40X1, VOL:13.59CBM	No.	By Flight Carrier	Weight	By Flight Carrier	Weight	Total	52	BZY ET	5067.0	ET605	5067.0	10134.0	Declared Value for Carriage: NVD Declared Value for Customs: NCV Insurance: If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance"
No.	By Flight Carrier	Weight	By Flight Carrier	Weight	Total									
52	BZY ET	5067.0	ET605	5067.0	10134.0									
Declared cargo	Prepaid: 414784.62 Other Charges: AWC:50.00, MYC:22294.80, SC:5057.00 Total Charges Due: 27411.80 Total Prepaid: 442196.42 Executed on (date): 2008-06-25 Signature of Shipper or his Agent: [Signature]	BEIJING FOREIGN AIRLINES SERVICE CORP., CARGO DEPT. Signature of Issuing Agent: [Signature] 071-1563 2816												

B. CMA CGM bills of lading (undetected arms-related shipments to the Congo)



Name of Counsellor of DPRK Embassy
(see annex 17.4)


To: Song Chang Sik

Shipper

Consignee

Ports of loading and delivery

SHIPPER		BLN	
GUANGZHOU SURFINE SHIPPING SERVICE CO.,LTD TEL:0086 020-82386982 FAX:0086 020-82386972		GZPN082570 (VA0801505)	
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) LA CORPORATION DE D.G.E DU CONGO		 ASIA WEST AFRICA LINE SERVICE ORIGINAL	
NOTIFY PARTY (CARRIER NOT TO BE RESPONSIBLE FOR FAILURE TO NOTIFY) SAME AS CONSIGNEE			
Precedence by: <i>Handwritten</i>	Place of receipt (*): <i>Handwritten</i>	CONTAINERS STATUS: FCL-FCL	
Vessel: HONG TAI 1 V.080604	Port of loading: HUANGPU,CHINA	CONTAINERS STATUS: FCL-FCL	
Port of discharge: POINTE NOIRE	Place of delivery (*):		
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
Seal No: N/M	Marks and/or Non-Commarks No:	Number of Containers/Packages: 48	Kind of Packages: SHIPPER'S LOAD,COUNT & SEAL (1X40'HQ) CONTAINER S.T.C.
Description of Goods:	Gross Weight: 17,510.000KGS	Measurement: 68.000CBM	
CONTAINER/SEAL NO.: CMAU5333014/40'HQ/376162/243255	PACKAGES: 48	TYRE,STEEL RING OF TYRE,CARPET,MATTESS,LATHE,DRILL PRESS,MILLING MACHINE,DYNAMOTOR	
		<div style="border: 1px solid red; padding: 5px; display: inline-block;">Declared cargo</div>	
SHIPPING AGENT AT POINTE NOIRE: SDV CONGO AVENUE DE LOANGO BP 616 POINTE NOIRE CONGO TEL:242 94 13 10 FAX:242 94 02 64		SHIPPER'S SIGNATURE: HONG TAI 1 V.080604 JUN.04.2008	
SAY FORTY EIGHT PACKAGES ONLY			
FREIGHT & CHARGES (Indicate whether PREPAID or COLLECT) FREIGHT PREPAID		Received by the Carrier from the shipper in apparent good order and condition, unless otherwise noted herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation. It is further agreed that the Carrier is at liberty to stow any goods on deck without notice to the shipper. These goods will be considered as goods under-deck in regard to responsibility and limits of liability as well as general average.	
Payable at:		In accepting this bill of lading the Merchant expressly accepts and agrees to be bound by all its stipulations, terms, conditions and exceptions INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFFS stated herein whether printed, stamped or written, or otherwise incorporated, of which the Merchant is fully aware notwithstanding the non-signing of the bill of lading by the Merchant.	
Declared Value/Charges: For Declared value of:		Number: THREE(3)	
LAW AND JURISDICTION: Any claim or dispute against the Carrier arising under this Bill of Lading, including third party proceedings or those involving several defendants, shall be governed, for the maritime part of the carriage, either by the International Convention for the unification of certain rules relating to Bills of Lading dated Brussels, the 25th August 1924 as enacted in the country where the Bill of Lading is issued or, when the Convention is not compulsorily applicable, by the said Convention non-amended and, for the non-maritime part of the carriage, either by the provisions contained in any International Convention or National Law compulsorily applicable, or by the French Law applicable to the means of transport utilized and shall be determined in France by the Tribunal de Commerce du Havre.		IN WITNESS of the contract herein contained the number of original stated appear have been issued, each one being the authentic one, and date, one of which being accomplished the original to be void.	
FOR THE SHIPPER AND/OR THE CONSIGNEE		FOR THE CARRIER	

BILL OF LADING FOR PORT TO PORT SHIPMENT OR COMBINED TRANSPORT SHIPMENT			
SHIPPER COMPLANT INTERNATIONAL TRANSPORTATION (DALIAN) CO., LTD.		BILL NO: DND5008173	
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) D. G. A. CORPORATION, REPUBLIC OF CONGO TEL: 00242-5011879		 DELMAS ASIA WEST AFRICA LINE SERVICE: ORIGINAL	
NOTIFY PARTY (CARRIER NOT TO BE RESPONSIBLE FOR FAILURE TO NOTIFY) SAME AS CONSIGNEE			
Pre-carriage by: <i>Delmas GARDIN</i>	Place of receipt (*): <i>UIC 923/W</i>	CONTAINERS STATUS: FCL/FCL	
Vessel: CMA CCM OTELLO FL450W	Port of loading: DALIAN, CHINA		
Port of discharge: POINTE NOIRE	Place of delivery (*):		
CARRIER'S RECEIPT PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE			
Seal Nos	Marks and Nos./Containers Nos	Number of Containers/Packages - Kind of Packages	Description of Goods
			Gross Weight Measurement
		324PKGS	45440KGS
	N/M		
	20' GP MOLU2249262/M088879		
	20' GP ACLU2738266/M088892		
	20' GP SKYU2982722/M088871		
		SHIPPER'S LOAD & COUNT 3X20' GP SOC CONTAINERS SAID TO CONTAIN	
		SPARE PARTS OF BULLDOZERS BESC NO. : 78841	
		SHIPPED ON BOARD 29 JUN 2008	
		FREIGHT PREPAID	
		SAY: THREE HUNDRED AND TWENTY FOUR PKGS ONLY.	
FREIGHT & CHARGES (indicate whether PREPAID or COLLECT)		Received by the Carrier from the shipper in apparent good order and condition, unless otherwise noted herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation. It is further agreed that the Carrier is at liberty to stow any goods on deck without notice to the shipper. These goods will be considered as goods under-deck in regard to responsibility and limits of liability as well as general average.	
Payable at	Declared Value Charges	In accepting this bill of lading the Merchant expressly accepts and agrees to be bound by all its stipulations, terms, conditions and exceptions INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF stated herein whether printed, stamped or written, or otherwise incorporated, of which the Merchant is fully aware notwithstanding the non-signing of the bill of lading by the Merchant.	
	For Declared value of	Number of Original Bills	IN WITNESS of the contract herein contained the number of original stated opposite have been issued, each one being the same contents and date, one of which being accomplished the other(s) to be void.
		THREE (3)	
		Place of issue: DALIAN	
		Date of issue: 29 JUN 2008	
LAW AND JURISDICTION: Any claim or dispute against the Carrier arising under this Bill of Lading, including third party proceedings or those involving several defendants, shall be governed, for the maritime part of the carriage, either by the International Convention for the unification of certain rules relating to Bills of Lading dated Brussels, the 25 th August 1924 as enacted in the country where the Bill of Lading is issued or, when the Convention is not compulsorily applicable, by the said Convention non amended and, for the non maritime part of the carriage, either by the provisions contained in any International Convention or National Law compulsorily applicable, or by the French Law applicable to the means of transport utilised and shall be determined in France by the "Tribunal de Commerce du Havre."		COMPLANT INTERNATIONAL TRANSPORTATION (DALIAN) CO., LTD.	
FOR THE SHIPPER AND/OR THE CONSIGNEE			

Shipper

Consignee

Ports of loading and delivery

Declared cargo

C. List of items transported (undetected arms-related shipment to the Congo)

Example of items in the air shipment (September 2008)

Engines for main battle-tanks and armoured vehicles

Liste des pièces de rechange transportées par l'avion (Pyongyang - Brazzaville) (5 septembre 2008)		
1.	moteur du tank T-55,	1
2.	moteur du tank 62,	2
3.	moteur "bTP-60",	2
4.	tampons de frein du véhicule blindé	5
5.	robinets du distributeurs d'air,	1

Example of items in the sea shipments (June and September 2008)

Engines, radiator, shock absorbers for main battle-tanks and armoured vehicles

Liste des pièces de rechange des 3 Containers (le 15 Septembre 2008)			
Bordereau pour char			
1.	tableau d'appareils électriques (12.26.26)		3
2.	segment à pression (304-06-4)		100
3.	segment à huile (304-08-3)		30
4.	disque d'entraînement (5441.1)		3
126.	moteur (WR-23)		1
124.	moteur (WR-23)		1
128.	moteur (WR-23)		1
129.	moteur (T-62)		1
130.	amortisseurs (100MM CB08 T-59)		1
131.	récupérateur (100MM CB07 T-59)		1
132.	radiateur à eau (T-62)		1
Bordeaux, véhicule blindé			
1.	moteur		1
2.	moteur		1
3.	moteur		1
4.	pot d'échappement et couvercle		4
5.	appareil circulatoire de l'eau		4

D. Invoices signed by Song Chang-Sik and Kim Kwang-Nam (illicit refurbishment in the Congo)

조선민주주의인민공화국
 General Department of Military Cooperation, Ministry of People's Armed Forces,
 NATIONAL DEFENCE COMMISSION, D.P.R. OF KOREA
 General Department of Military Cooperation, Ministry of People's Armed Forces,
 NATIONAL DEFENCE COMMISSION, D.P.R. OF KOREA

FACTURE NO 016

Doit : Ministère de la Défense Nationale
 Objet : Travaux ou (fourniture)


Coûts des travaux, des salaires des experts coreens, des machines et outils.
 Tableau -I- artillerie Anti-aérienne et de campagne

No.	désignation	type	Unité	quantité	pt Euro	pt Euro	pt CFA(656)
1	82mm mortier		Pièce	1	510,00	510,00	334 560,00
2	120mm mortier		Pièce	7	570,00	3990,00	2617 440,00
3	122mm obusier	D-30	Pièce	16	6595,00	105 520,00	69221 120,00
4	122mm obusier	1938	Pièce	3	3270,00	9810,00	6435360,00
5	107mmLRM	B12	Pièce	3	1120,00	3360,00	2204160,00
6	122mmLRM	BM21	Pièce	4	5080,00	20320,00	13329920,00
7	canon	Oural	Pièce	1	3100,00	3100,00	2033600,00
8	100mm canon	BC-3	Pièce	7	3780,00	26460,00	17357760,00
9	14,5mmquadritube	56-4	Pièce	7	2360,00	16520,00	10837120,00
10	37mmmonotubeAA	55-1	Pièce	6	3340,00	20040,00	13146240,00
11	37mmbitube	65-2	Pièce	6	3500,00	21000,00	13776000,00

53 2800.00€ = 349516800,00 F. cfa

Arretée à la présente facture à la somme de un million neuf cent trente neuf mille deux cent (1939200,00) € soit un milliard deux cent soixante douze million cent quinze mille deux cent (1272115200,00) francs Cfa.

Pour la Direction General de la Cooperation Militaire de la du
 Ministère des Forces Armees Populaires de la Commission Nationale de la
 Defense de la Republique Populaire Democratique de Coree.

M. SONG CHANG SIK, 

Conseiller D'Ambassade de la République Populaire Démocratique de Corée
 avec sa Residence à Brazzaville

On behalf of the General Department of Military Cooperation of the Ministry of People's Armed Force of the National Defence Commission of the Democratic People's Republic of Korea ~~On behalf of the General Department of Military Cooperation of the Ministry of People's Armed Force of the National Defence Commission of the Democratic People's Republic of Korea~~
 Counsellor of the embassy of the Democratic People's Republic of Korea ~~with its Residence in Brazzaville~~ *(Signature)*

Counsellor of the embassy of the Democratic People's Republic of Korea with its Residence in Brazzaville

Facture. N° : 090401

Doit : Ministère de la Défense Nationale de la République Congolaise
Objet : Travaux ou fourniture

Coût des travaux, des formation, des salaires des Experts, Coûts de formation, etc.

Tableau : 1. Chars et véhicules blindés

N°	Désignation	Type	Unité	Qté	P.u (FCFA)	P.t (€)	P.t FCFA (656)
1	Char lourd (abandonné)	T-54	Pièce	2	121,150	242,300	158,948,800
2	Char léger (abandonné)	T-62	Pièce	1	99,750	99,750	65,436,000
3	Véhicule blindé (abandonné)	BMP-2	Pièce	1	89,750	89,750	58,876,000
4	Véhicule blindé	BMP-2	Pièce	1	69,750	69,750	45,756,000
5	Véhicule blindé (abandonné)	BTR-60	Pièce	2	54,600	109,200	71,635,200
6	Véhicule blindé	BTR-60	Pièce	2	24,600	49,200	32,275,200
Total						659,950	432,927,200

La présente facture est arrêté à la somme de un million cinq cent vingt quatre mille trois cent quatre vingt dix Euro (1,524,390€) soit neuf cent quatre vingt dix neuf million neuf cent quatre vingt dix neuf mille huit cent quarante FCFA (999,999,840 FCFA).

Pour la Direction Général de la Coopération Militaire du Ministère des Forces Armées Populaires de la Commission de la Défense Nationale de la République Populaire Démocratique de Corée

Général de brigade
KIM KWANG NAM

Représentant de la Direction Générale de la Coopération Militaire du Ministère des Forces Armées Populaires de la Commission de la Défense Nationale de la République Populaire Démocratique de Corée

On behalf of the General Department of Military Cooperation of the Ministry of People's Armed Forces of the National Defence Commission of the Democratic People's Republic of Korea

Senior Colonel
KIM KWANG NAM

Representative of the General Department of Military Cooperation of the Ministry of People's Armed Forces of the National Defence Commission of the Democratic People's Republic of Korea

F. Wire transfer order (illicit refurbishment in the Congo)

La somme de Francs CFA : *Huit cent quatre vingt dix millions quatre cent quatre vingt mille six cent quarante*
(890.480.640)

Contre valeur en Euro : *Un million trois cent cinquante sept mille cinq cent vingt huit euros quatre vingt dix huit*
(1.357.528,98)

Bénéficiaire : KIM KYONG HO

Adresse : *Attaché commercial in Korea Embassy in Beijing, District Chaoyang, Beijing*

Banque : INTERMEDIARY BANK: [REDACTED]

BENEFICIARY'S BANK: [REDACTED]
BIC: [REDACTED]
ACCOUNT N°: [REDACTED]

Adresse : BEIJING, DISTRICT XIDANG

Objet du transfert : *Remise en état des matériels militaires suivant décompte n°1 du 05/03/2008*

Information redacted by the Panel

Refurbishment of the military equipment according to invoice no. 1 of 05/03/2008

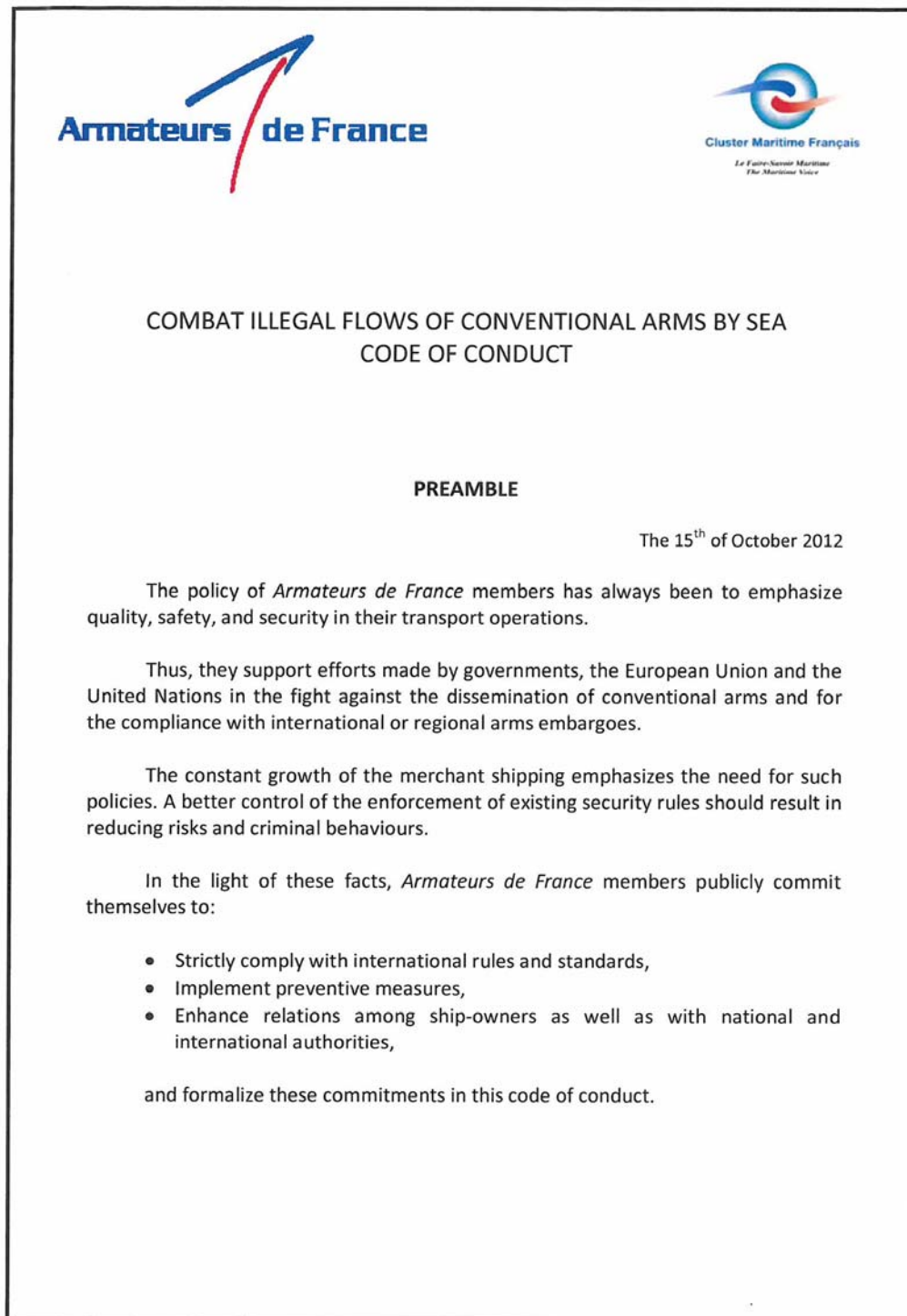
Annex XVIII Luxury goods incidents reported since May 2012 – additional information

1. Ten thousand rolls of tobacco and 12 bottles of sake (valued at ¥ 183,000) were illegally shipped from Moji port, Japan, to the DPRK via Dalian, China, on 25 December 2008. Japan prosecuted Kanai Shouji Inc. and KIM Jusop (CEO and President of Kanai Shouji Inc.), and identified the DPRK importer as Korea Kyong Hung Trading Co., and its intermediary as Dalian Global Unity Shipping Agency Co., Ltd., China. Japanese legal proceedings have been completed (see paragraph 77 (b) of S/2012/422).
2. A total of 202 notebook-style computers were illegally shipped from Yokohama port, Japan, to the DPRK via Dalian, China, on three shipments (27 February 2009, 28 March 2009, and 18 June 2009). Japan prosecuted Popura-Tec Inc. and RI Sungi (President and CEO of Popura-Tec Inc.), and identified the DPRK end-users as Korea Computer Center and Pyongyang Information Center, and its intermediary as Dalian Global Unity Shipping Agency Co., Ltd., China. Legal proceedings are completed. The Panel also learned of other illegal shipments to the DPRK of 496 notebook-style computers by Popura-Tec Inc. and RI Sungi. They were not prosecuted in connection with these incidents due to the statute of limitations (see paragraph 77 (e) of S/2012/422).
3. One notebook-style computer (valued at ¥105,800) was illegally transported by air from Narita International Airport, Japan, to the DPRK via Beijing airport, China, on 26 March 2009. Japan prosecuted Secoro Corporation, Advance KY Corporation, KIM Yongsong (who held executive positions in these two companies), PARK Kangpyong (former employee of Secoro), and LEE Jongmi (former part-time employee of Secoro), and identified the DPRK consignee as the Pyongyang Office of Secoro Corporation. Japanese legal proceedings have been completed.
4. A total of five used vehicles (valued at ¥ 6,111,000) were illegally shipped from Kobe port, Japan, to the DPRK via Dalian, China, on two shipments (20 May and 10 June 2009). Japan prosecuted Advance Auto, ABE Hideaki (a board member of Advance Auto), and KOMATSU Kiyoshi (owner of a company named Fukuyama Shoukai). Japan identified the DPRK end-users as Lyonghung Trading, and its intermediaries as Dalian Global Unity Shipping Agency Co., Ltd., China, and Shenyang Xingyuxin Auto Accessories Firm which Japan suspects as a front company addressed in China. Japanese legal proceedings have been completed (see paragraph 77 (d) of S/2012/422).
5. A total of two vehicles and a spring unit for a vehicle (valued at ¥ 2,690,000) were shipped from Yokohama port, Japan, to the DPRK via Busan port, ROK on two shipments (4 August and 23 October 2009). Japan prosecuted KJ Inc., Ltd., SONG Gwang-Sun (CEO of KJ Inc.), KIM Kum-Ryo (auditor of KJ Inc.), and SONG Myong-Gon (employee of KJ Inc.), and identified the DPRK end-users as Korea Sangmyong General Trading Corporation and its intermediary as Doctor Logistics Co., Ltd, ROK. This incident was revealed during the course of investigations by Japan into other shipments by the same entity and individuals of a large quantity of ceramics, porcelain, and interior wall papers to the DPRK in violation of Japan's unilateral sanctions against the DPRK. Japanese legal proceedings have been completed.
6. Various cargos (valued at ¥ 244,000,000) which included the luxury goods of powder foundation (cosmetics) (valued at ¥ 295,680) were illegally shipped from Osaka port, Japan, to the DPRK via

Dalian, China, on two shipments (14 February and 18 April 2010). Japan prosecuted Create Co., Ltd., LIN Mao (who runs a company named Nikka Shoukai), LEE Munryang (President and CEO of Create Co., Ltd.), and RYU Jongia (auditor of Create Co., Ltd.). Japan also identified the DPRK importers as Korea Rungra 888 Trading Co., Korea Koryo Simcheong Co., and Korea Moogwansei Co., and its official consignee in China as Complant International Transportation (Dalian) Co., Ltd. The cargos were received by a Chinese female from Dalian Wanjin Trade Co. Ltd., whom Japan identified as being linked to Dalian Global Unity Shipping Agency Co., Ltd. When she received the cargos, she possessed a letter of attorney issued by Complant International Transportation (Dalian) Co., Ltd. Japanese legal proceedings have been completed.

7. Two used automobiles (declared value of ¥ 7,000,000) were illegally shipped on 26 May 2010 from Osaka Nanko port to the DPRK via Busan, ROK, and Dalian, China. Japan arrested PAN Jong-thae, a DPRK national residing in Japan. Japanese legal proceedings are continuing.
8. Ten used notebook-type computers (valued at ¥100,000) were illegally shipped on 11 February 2011 from Yokohama port, Japan, to the DPRK via Busan, ROK, and Dalian, China. Implicated were Create Co., Ltd., LEE Munryang (President and CEO of Create Co., Ltd.), RYU Jongia (auditor of Create Co., Ltd.), and MORINO Kaoru (a board member of Glasses Garage Co., Ltd.). This incident was revealed during the course of investigations by Japan into other shipments by the same entity and individuals of used desktop-style computers (valued at ¥ 8,190,000) in violation of Japan's unilateral sanctions against the DPRK. Japan identified the DPRK importer as Korea Computer Center, and its official consignee in ROK as Yongsung Logistics Co., Ltd. The three individuals and the company were prosecuted for their violations of Japan's unilateral sanctions on the DPRK. Japanese legal proceedings have been completed.
9. A compact disc was shipped from Europe to the DPRK. It was seized by Japan during a transshipment in Tokyo on 18 September 2012.

Annex XIX Code of conduct signed by members of Armateurs de France



COMMITMENTS

Armateurs de France's members commit themselves to:

1/ Compliance with international rules and standards

- Strictly implement relevant international, European and national rules and standards related to maritime safety and security;
- Fully comply with provisions on embargoes and other restrictive measures decided at international, European and national levels;
- Inform all relevant actors of their respective companies and, as far as possible, their sub-contractors of the extent of these embargoes and other restrictive measures.

2/ Preventive measures

- Take all necessary measures in order to ensure that their partners fully comply with commitments included in the present charter;
- Take appropriate steps within their respective companies in order to prevent any cooperation with companies, entities or individuals under an international, European, or national embargoes and other restrictive measures, or having been involved in illegal arms trade;
- Take up specific vigilance measures for cargo transport from and to countries under embargo and other restrictive measures;
- Implement common early warning indicators in order to single out high-risk shipments. These could for instance be: the nationality of the shipper, the final destination of the cargo, the methods of payment or the ports of loading;

3/ Relations with national authorities

- Set up a point of contact within their companies for the dialogue with their respective national authorities;
- Promptly alert national and international authorities whenever there is a suspicion of illegal trade;

- Cooperate with those authorities in the implementation of measures aimed at ending this illegal trade, including possible rerouting of the vessel or unloading of the involved cargo.


Signature Armateurs de France

The *Cluster Maritime Français* and *Armateurs de France* undertake to promote this code of conduct with their foreign partners in order to share these best practices.


Signature Cluster Maritime Français


Signature Armateurs de France

Annex XX Overflight request denied by Iraq



조선민주주의 인민공화국
대 사 관

Embassy of the Democratic People's Republic of Korea

No 206

The Embassy of the Democratic People's Republic of Korea in the People's Republic of China presents its compliments to the Embassy of the Republic of Iraq in Beijing and has the honor to inform the latter that the Democratic People's Republic of Korea will send a flight to Damascus loaded with civil commodities which would pass through Iraqi airspace from 21-25 of September 2012.

Air Koryo of DPR Korea has submitted an application form for the airspace passing permit to Iraqi Air line side at 19:59 p.m. on 12 September 2012 under AFTN address.

Followings are information data of the Flight;

- Flight route: JS621/2
- Call sign: P-914
- Type of Aircraft: IL- 76



In this regard, the Embassy has the honor to request the Iraqi Embassy's assistance in coordinating with the appropriate Iraqi government agencies regarding the issuance of the necessary permits and overflight clearance for the Air Koryo flight JS621/2.

The DPRK Embassy avails itself of this opportunity to renew to the Embassy of the Republic of Iraq in the People's Republic of China the assurances of its highest consideration.

September 20, Juche 101(2012)



To: Embassy of Republic of Iraq
Beijing

Annex XXI Additional aliases and identifiers of Ryonha Machinery Joint Venture Corporation

A. Additional identifying information for Ryonha Machinery Joint Venture Corporation and link to Unsan Solid Tools

1. The Panel recommends the Committee update the list of aliases used by "Korea Ryonha Machinery Joint Venture Corporation", designated by Security Council resolution 2087 (2013), to include the following aliases and identifiers (see paragraph 137 of this report):

Ryonha Machinery Corporation; Ryonha Machinery; Ryonha Machine Tool; Ryonha Machine Tool Corporation; Ryonha Machinery Corp.; Ryonhwa Machinery Joint Venture Corporation; Ryonhwa Machinery JV; Huichon Ryonha Machinery General Plant; Unsan; and Unsan Solid Tools.

In Korean: 런하기계무역회사, 런하기계, 조선런하기계합영회사

In Chinese: 莲荷机械合营公司, 莲河机械, 熙川莲河机械综合工厂

In Japanese: 蓮河機械会社, 朝鮮蓮河機械合营会社, 蓮河機械, 蓮花機械合弁会社, 熙川蓮河機械総合工場

Address: Tongan-dong, Central District, Pyongyang, DPR Korea.

Email addresses: ryonha@silibank.com; sjc-117@hotmail.com; and millim@silibank.com

Telephone numbers: 850-2-18111; 850-2-18111-8642; and 850-2-18111-3818642

Facsimile number: 850-2-381-4410

2. The Panel's research of DPRK sources revealed that the name of Ryonha Machinery Joint Venture Corporation was no longer used in DPRK publications after early 2008. This name was replaced by Ryonha Machine Tool Corporation in 2008, and then further replaced by Ryonha Machinery Corporation in 2011. All three entities share the same contact information. The Panel also obtained information about a DPRK company named Ryonha Machine Tool which participated in the September 2012 Pyongyang International Commodities Fair.¹²
3. The Panel also identified from a DPRK source another variant alias used by Ryonha Machinery Corporation (蓮河機械会社), "Ryonhwa Machinery Joint Venture Corporation (蓮花機械合弁会社)." This company also advertised a CNC machine produced by Ryonha Machinery Corporation.¹³

¹² http://www.naenara.com.kp/ja/trade/trade_news.php?perior+automn-5 (accessed by the Panel on 15 April 2013).

¹³ See *Foreign Trade of the Democratic People's Republic of Korea*, Issue number 4, 2012 (Japanese version); <http://www.naenara.com.kp/ja/trade/> (accessed by the Panel on 4 April 2013); http://www.naenara.com.kp/ja/trade/trade_news.php?perior+automn-5 (accessed by the Panel on 15 April 2013).

4. Another DPRK source listed a DPRK factory named “Huichon Ryonha Machinery General Plant (熙川蓮河機械綜合工場)” as a factory being managed by Ryonha Machinery Corporation.¹⁴
5. In addition, a DPRK source portrayed Ryonha Machinery as a primary developer of CNC machines series since April 1995.¹⁵ However, the Panel could not find a single DPRK company named only Ryonha Machinery that had been operating since 1995.
6. The Panel obtained pamphlets of Ryonha Machinery Corporation from a participant in the China-DPRK Economic, Trade, Cultural and Tourism Expo held in Dandong, China in October 2012 where this DPRK entity displayed its products. One of the pamphlets included a name card of an individual working for a trading company based in Dandong who presented his title as “Ryonha Machinery China Sales Agent”, clearly indicating that the name “Ryonha Machinery” was used to mean Ryonha Machinery Corporation. On this pamphlet, the address of Ryonha Machinery Corp. was given as “Tongan-dong, Central District, Pyongyang, DPR Korea,” whereas its telephone number and email address were respectively given as “+850-2-18111” and “sjc-117@hotmail.com”.
7. The pamphlet also shows that Ryonha Machinery Corporation sold “Unsan Solid Tools,” indicating that Unsan appears to be a brand name utilized by Ryonha Machinery Corporation. The Panel further notes DPRK media advertising machining tools manufactured by Unsan manufacturing plant.

All these companies share an identical company logo and market the same product series. DPRK publications and media describe each entity as a leading company in the field of CNC machinery. In light of this evidence, the Panel concludes that the above mentioned DPRK entities sharing the name “Ryonha” or “Ryonhwa” are identical.¹⁶

¹⁴ “DPRK Trade Developing with the Industrial Revolution of a New Century (in Japanese)”, *NAENARA* (Japanese edition) accessed by the Panel on 2 April 2013 (http://www.naenara.com.kp/ja/news/news_view.php?0+42934).

¹⁵ “DPRK Trade Developing with the Industrial Revolution of a New Century (in Japanese)”, *NAENARA* (Japanese edition) accessed by the Panel on 2 April 2013 (http://www.naenara.com.kp/ja/news/news_view.php?0+42934).

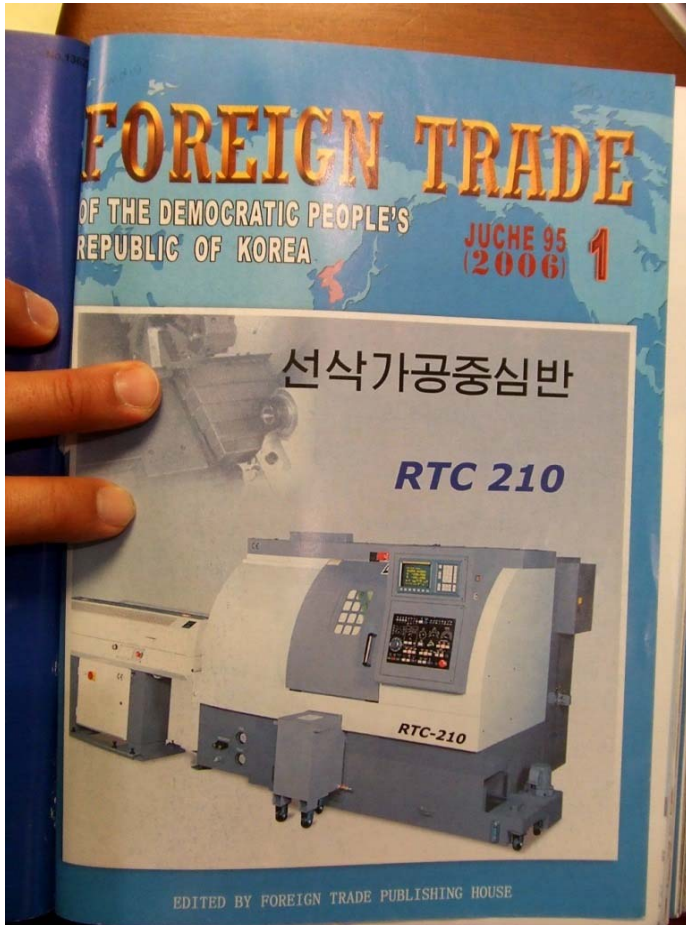
¹⁶ “Leading a construction of economic strong power with science and technology (in Chinese) [先导经济强国建设的科学技术]”, *NAENARA* (Chinese edition) accessed by the Panel on 4 April 2013 (http://naenara.com.kp/ch/news/news_view.php?6+219).

B. Evidence of identical identifying information of Ryonha-related entities in the Democratic People's Republic of Korea

Source: *Foreign Trade of the Democratic People's Republic of Korea*

<p>Ryonha Machinery Joint Venture Corporation Address: Central District, Pyongyang, DPR Korea Tel: 850-2-18111-<u>3818642</u> Fax: 850-2-381-4410 Email: ryonha@silibank.com</p> <p><i>See Foreign Trade of Democratic People's Republic of Korea, Issue 1, 2006</i></p>
<p>Ryonha Machinery Joint Venture Corporation Address: Central District, Pyongyang, DPR Korea Tel: 850-2-18111-<u>8642</u> Fax: 850-2-3814410 Email: millim@silibank.com</p> <p><i>See Foreign Trade of Democratic People's Republic of Korea, Issue 1, 2008</i></p>
<p>Ryonha Machine <u>Tool</u> Corporation Address: Central District, Pyongyang, DPR Korea Tel: 850-2-18111-8642 Fax: 850-2-3814410 Email: millim@silibank.com</p> <p><i>See Foreign Trade of Democratic People's Republic of Korea, Issue 2, 2008</i></p>
<p>Ryonha Machine Tool Corporation Address: Central District, Pyongyang, DPR Korea Tel: 850-2-18111-8642 Fax: 850-2-3814410 Email: ryonha@silibank.com</p> <p><i>See Foreign Trade of Democratic People's Republic of Korea, Issue 1, 2009</i></p>
<p>Ryonha <u>Machinery</u> Corporation Address: Central District, Pyongyang, DPR Korea Tel: 850-2-18111-<u>381</u>-8642 Fax: 850-2-381-4410 Email: ryonha@silibank.com (Publication: Issue number 2, <u>2011</u> (See annexes XX.))</p> <p><i>See Foreign Trade of Democratic People's Republic of Korea, Issue 1, 2011</i></p> <p>* This contact information was also used by Ryonha Machinery Joint Venture Corporation in 2006, as shown above.</p>

*Changes in contact information are highlighted with underlines.



CNC TURNING CENTER

RTC 350

RTC-350

RTC136 RTC 210 RV 30 RV 40

Specifications

Max. turning diameter	350mm
Diameter of workpiece	51mm
Stroke: X axis	195mm
Z axis	600mm
Spindle speed	45-4,500 rpm
Diameter of spindle bore	62mm
Number of tools on turret	12
Feeds: Rapid feed in X axis	20m/min
Rapid feed in Z axis	24m/min
Output of spindle motor	15kW
Weight	5,700 kg
Dimensions(LxWxH)	2,800x1,565x1,943mm

Ryonha Machinery Joint Venture Corporation
Central District, Pyongyang, DPRK
Tel: 850-2-18111-3818624
Fax: 850-2-3814410
E-mail: ryonha@silibank.com

Name as listed
by UNSCR 2087

Issue number 1, 2008

KCC Member News

RYONHA
TECHNOLOGICAL INNOVATIONS

Discharge Machine "RE 60"

- High-precision processing of R max 0,1 µm
- Discharge milling function by full simultaneous 3-axis control
- Compact structure and easy operation



Discharge Machine

RYONHA

RYONHA Machinery Joint Venture Corporation
Add: Central District, Pyongyang, DPR Korea
Tel: 850-2-18111-8642
Fax: 850-2-3814410
E-mail: milim@silbank.com

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Name as listed
by UNSCR 2087

Issue number 2, 2008

RYONHA
TECHNOLOGICAL INNOVATIONS

Vertical Machining Center

RV 35



Vertical Machining Center

RV-35

RYONHA

Vertical Machining Center

- Compact structure minimizing the installation area
- High-precision and long service life thanks to the complete ball guide system
- It is equipped with a standard screw conveyor for chips.
- 5-axis control by RYONHA 500M CNC
- Spindle speed of 8 000rpm (standard) and 10 000/12 000rpm (optional)

RYONHA Machine Tool Corporation
Add: Central District, Pyongyang,
DPR Korea
Tel: 850-2-3818624
Fax: 850-2-3814410
E-mail: milim@silbank.com

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Name as listed

KCC Member News

Voltage-frequency Stabilizer "RCVF 85"



System without a transformer
 Voltage stability range: 190 – 480V
 Frequency stability range: 20 – 70Hz
 Overlap transformation (DC), SVM
 inverse transformation
 Capacity: 45kVA

전압주파수안정기
RCVF 85
 전하기계

Some slide

Ryonha Machine Tool Corporation
 Add: Central District, Pyongyang
 DPR Korea
 Tel: 850-2-18111-8624
 Fax: 850-2-3814410
 E-mail: ryonha@silbank.com

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KCC Member News

CNC Vertical Machining Centre **RV40**



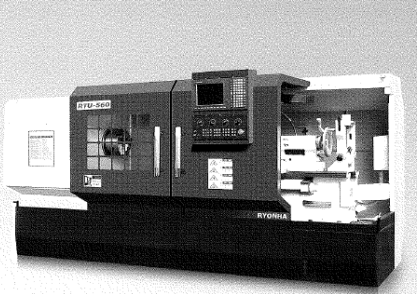
Technical specifications

Traverse (X/Y/Z)	1 800/600/300 mm
Table size	1 200x500 mm
Max. weight of workpiece	850 kg
Spiral speed	8 000 rpm
Swirl radius of spindle bearing	70 mm
Feed	
Rapid feed (X/Y/Z)	24/24/20 mm/min
Max. cutting feed	D/C system
A.T.C.	
Number of tools (holders)	29/24
A.T.C. time (seconds)	7.5 sec.
Motor: spindle motor	7.5 kw
X/Y/Z feed motor	20/13.5 kw
Height of machine	2 080 mm
Floor space	2 280x1 250 mm
Weight	5 420 kg
Power required	38 kVA

Ryonha Machinery Corporation
 Add: Central District, Pyongyang
 DPR Korea
 Tel: 850-2-18111-381-8624
 Fax: 850-2-381-4410
 E-mail: ryonha@silbank.com

Now slide

Pamphlet of Ryonha Machinery Corporation



RTU SERIES CNC LATHE

RTU series lathes are high performance and economic CNG lathes which are suitable for your all turning works.

RYONHA
TECHNOLOGICAL INNOVATIONS

RYONHA
TECHNOLOGICAL INNOVATIONS

RYONHA MACHINERY CORP.

Tongandong, Central District, Pyongyang, DPR Korea
Tel: 850-2-18111
Fax: 850-2-3814410
E-mail: ryonha@silibank.net.kp



云山整体刀具



UNSAN SOLID TOOLS

蓬河机械公司
RYONHA MACHINERY CORP.

련하기계회사
RYONHA MACHINERY CORP.
蓬河机械公司

조선민주주의인민공화국평양시중구역동안동
Tongan-dong, Central District, Pyongyang, DPR Korea
Tel: +850-2-18111
E-mail: sjc-117@hotmail.com

Annex XXII FATF Public Statement regarding the Democratic People's Republic of Korea



Democratic People's Republic of Korea (DPRK)

Since October 2012, DPRK has reached out to the APG regarding joining that body and has engaged directly with the FATF. The FATF urges the DPRK to enhance its engagement with these bodies to agree with the FATF on an action plan to address its AML/CFT deficiencies.

The FATF remains concerned by the DPRK's failure to address the significant deficiencies in its anti-money laundering and combating the financing of terrorism (AML/CFT) regime and the serious threat this poses to the integrity of the international financial system. The FATF urges the DPRK to immediately and meaningfully address its AML/CFT deficiencies.

The FATF reaffirms its 25 February 2011 call on its members and urges all jurisdictions to advise their financial institutions to give special attention to business relationships and transactions with the DPRK, including DPRK companies and financial institutions. In addition to enhanced scrutiny, the FATF further calls on its members and urges all jurisdictions to apply effective counter-measures to protect their financial sectors from money laundering and financing of terrorism (ML/FT) risks emanating from the DPRK. Jurisdictions should also protect against correspondent relationships being used to bypass or evade counter-measures and risk mitigation practices, and take into account ML/FT risks when considering requests by DPRK financial institutions to open branches and subsidiaries in their jurisdiction.

Source:

<http://www.fatf-gafi.org/topics/high-riskandnon-cooperativejurisdictions/documents/fatfpublicstatemnt22february2013.html#dprk>

Annex XXIII List of banks known or believed to be operating in the Democratic People's Republic of Korea

The DPRK does not publish a list of banks licensed to operate in its country and considers business information most other countries normally make available about banks to be a state secret. Various references and guides published with information about DPRK government, party, industry, and trade organizations provide information on some banks. The Panel is unaware of any commercially available comprehensive guide to DPRK banks. The list compiled here, including names in Korean and Chinese when known and appropriate, uses information from a variety of government, press, business and academic sources believed to be reliable and corroborated wherever possible. The Panel welcomes information that would help it further refine and improve the list.

<i>Institution (designated by the United Nations, the United States of America or the European Union)</i>	<i>Bank Identifier Code</i>	<i>A Other name(s)</i>	<i>Notes</i>
Amroggang Development Bank 압록강개발은행 (UN)	ADBKKPPYXXX		Associated with Tanchon Commercial Bank.
Bank of East Land, Pyongyang 동방은행 (UN)	BOELKPPYXXX	AKA: Dongbang Bank AKA: Tongbang Bank	Associated with Dongbang Economic Group; financial arm of Green Pine Associated Corporation (UN designated).
Tanchon Commercial Bank, Pyongyang 단천상업은행 (UN)	[CCBHKPPYXXX] (withdrew from SWIFT)	FKA: Changgwang Credit Bank FKA: Korea Changgwang Credit Banking Corporation	Under Second Economic Committee; financial arm of KOMID (UN designated).
Central Bank of the D.P.R. of Korea 조선중앙은행			Bank of issue; has stake in Hana Banking Corporation.
Foreign Trade Bank of the D.P.R. of Korea 조선무역은행 (US)	FTBDKPPYXXX	AKA: Mooyokbank AKA: Korea Trade Bank	Bank manages State foreign exchange transactions and diplomatic accounts; reportedly established Dandong, China, branch in 2002.
Chinese Commercial Bank, Rason 中华商业银行			Established in January 2013; new competitor of Golden Triangle Bank.
Credit Bank of Korea		AKA: Korea Credit Bank FKA: International Credit Bank	Associated with Heavy Industry Department of KWP; most likely different from First Credit Bank.
Daedong Credit Bank 대동신용은행	DCBKKPPYXXX	FKA: Perigrine-Daesong Development Bank	Joint venture with Korea Daesong Bank; majority stake recently acquired by a Chinese company.
First Credit Bank	KYCBKPPYXXX	FKA: Kyongyong Credit Bank, Pyongyang	Possible joint venture.

<i>Institution (designated by the United Nations, the United States of America or the European Union)</i>	<i>Bank Identifier Code</i>	<i>A Other name(s)</i>	<i>Notes</i>
First Trust Bank Corporation 제일신용은행		AKA: Cheil Credit Bank AKA: Jeil Credit Bank	Joint venture founded by Chosen Soren businessman to handle trade of foreign-invest DPRK firms with Russian Federation.
Golden Triangle Bank, Namsan 황금의삼각주은행	KGTBKPPYXXX	AKA: Golden Delta Bank	Until 2013, only bank servicing Rason Free Trade Zone.
Hana Banking Corporation	BRBKKPP1XXX	AKA: Hwaryo Bank (화려은행) AKA: Huali Bank (朝鲜华丽银行) AKA: Gorgeous Bank of North Korea FKA: Brilliance Banking Corporation, Ltd.	Joint stock company arranged between Central Bank of DPR Korea and Central Bank of China; operates branches in China and deals in RMB; had sought to open branch in Seoul but agreement not reached.
Ilsim International Bank 일심국제은행	ILSIKPPYXXX FTBDKPPYKBC	FKA: Korea Kumsong Bank FKA: Kumsong Bank (possible former FTB window)	Korea Kumsong Bank was reported to be associated with the Ministry of People's Armed Forces.
International Consortium Bank (ICB)	FHIBKPPYXXX (it is not known whether ICB retained SWIFT)	Probably FKA: Hi-Fund International Bank (capitalized by a large number of different DPRK and Chinese companies and also claimed by Malaysia Korea Partners (MKP))	Established by Malaysia Korea Partners Group of Companies (MKP).
International Telecom Bank, Pyongyang 국제통신은행	[ITBKKPPYXXX] (no longer valid)		Uncertain if this entity is active.
Industrial Development Bank			Associated with now defunct Taepung International Investment Group; uncertain if this entity is active.
The International Industrial Development Bank			Functions may now be performed by Korea National Development Bank; uncertain if this entity is active.
Korea Agricultural Investment Bank	KAIBKPP1XXX		Established to implement current 10-year plan.
Korea Daesong Bank 대성은행 (US) (EU)	KDBKKPPYXXX	AKA: Daesong Bank AKA: Taesong Bank AKA: Chosen Taesong Unhaeng	Part of Korea Daesong Economic Group and financial arm of Office 39 of the KWP; a subsidiary, Golden Star Bank, Vienna, was closed by Austria in 2004.

<i>Institution (designated by the United Nations, the United States of America or the European Union)</i>	<i>Bank Identifier Code</i>	<i>A Other name(s)</i>	<i>Notes</i>
Korea Joint Bank, Pyongyang 조선합영은행	KJBFKPPYXXX	AKA: Korea Joint Operation Bank AKA: Chosun Joint Operation Bank	Joint venture bank; established by Korea International General Joint Venture Company and Association of Korea Traders and Industrialists in Japan.
Korea Kwangson Banking Corporation 조선광선은행 (US) (EU)	KKBCKPPYXXX	AKA: 朝鲜光鲜金融会社 FKA: Korea Kwangson Finance Company	Associated with Foreign Trade Bank; supports Tanchon Commercial Bank; operates branch in Dandong, China, under its former name Korea Kwangson Finance Company.
Korea National Development Bank	KNDBKPP1XXX		Established to implement current 10-year plan.
Korea United Development Bank, D.P.R. of Korea 통일발전은행	KUDBKPPYXXX	FKA: Myohyangsan Bank FKA: Myonghyangsan Bank	Under direction of Cabinet.
Koryo Commercial Bank 고려상업은행	KCBKKPPYXXX	AKA: Korea Commercial Bank	Joint venture bank; established by DPRK and US residents; related to Kumgangsan International Group.
Korea Commerce Bank			Established by Commercial Banking Law adopted in 2006; reportedly took over some functions formerly handled by Central Bank.
Koryo Credit Development Bank	KGCBKPPYXXX	FKA: Koryo Global Trust Bank FKA: Koryo-Global Credit Bank FKA: 고려글로벌신용은행	Joint venture with Koryo Bank; foreign partner returned license; uncertain if this entity is active.
Koryo Bank, D.P.R. of Korea 고려은행	KORBKPPYXXX		Operated by Korea Myohyang Economic Group; joint venture partner in Koryo-Global Bank; possibly associated with Office 38 of the KWP.
Kumgang Bank 금강은행	KMBKKPPYXXX	Possible AKA: Kumgang Export and Import Bank	Associated with Korea Ponghwa General Corporation (under External Economic Committee of the Cabinet) and Korea Pyongyang Trading Company; described as a window of the Foreign Trade Bank.
North East Asia Bank 동북아시아은행	NEABKPPYXXX		Associated with Korea National Insurance Corporation.
Orabank	ORABKPPYXXX		Established by Egypt's Orascom Group of Companies.