AMENDMENT TO THE MUTUAL LOGISTICS SUPPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA

The Government of the United States of America and the Government of the Republic of Korea (hereinafter referred to as "the Parties"),

Desiring to amend the Mutual Logistics Support Agreement between the Parties signed on June 8, 1988 (hereinafter referred to as "the Agreement") in order to broaden their logistics cooperation,

Have agreed as follows:

ARTICLE I

1. Paragraph 1 of Article I (APPLICABILITY) of the Agreement shall be deleted and replaced by the following:

"1. This Agreement shall apply to the provision of logistic support, supplies and services by the military forces of one Party to the military forces of the other Party in return for the provision of logistic support, supplies and services by the military forces of the other Party, regardless of where such provision of logistic support, supplies and services by either Party is performed."

2. The second sentence in Paragraph 2, Article I (APPLICABILITY) of the Agreement shall be deleted and replaced by the following:

"All activities of the Parties under this Agreement shall be carried out in accordance with the respective laws and regulations of the Parties and are subject to annual budgetary limitations established by the Parties' respective laws and regulations. If there are no available funds for such purposes, the Parties shall not prepare or implement support requests, and any support cannot exceed the approved funds of the Parties."

3. The following sentence in Paragraph 2, Article I (APPLICABILITY) of the Agreement shall be deleted:

/ Annual ROK

"Annual U.S. and ROK monetary limitations do not apply during periods of active hostilities."

4. Paragraph 3 of Article I (APPLICABILITY) of the Agreement shall be deleted and replaced by the following:

"3. Excluded from acquisition or transfer shall be major end items of equipment, initial quantities of replacement parts, and spares associated with the initial order quantity of major items of organizational equipment covered in tables of allowances and distribution, tables of organization and equipment, or equivalent documents. Other specific items may be excluded from acquisition or transfer by the Parties' respective laws, directives, or policies."

5. Paragraph a. of Article II (DEFINITIONS) of the Agreement shall be deleted and replaced by the following:

"a. Logistic Support, Supplies, and Services: Food, water, billeting, transportation (including airlift), petroleum, oil, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and airport and seaport services. Such term also includes the temporary use of general purpose vehicles and other items of nonlethal, non-significant military equipment."

6. Paragraph f. of Article II (DEFINITIONS) of the Agreement shall be deleted.

7. The third sentence in Paragraph 2 of Article III (BASIC TERMS AND CONDITIONS) of the Agreement shall be deleted and replaced by the following:

/ Implementing arrangements

"Implementing arrangements may be negotiated on the part of the US by the United States Forces Korea(USFK) Commander, USFK Component commanders, or designee as authorized by the USFK Commander or USFK Component commanders, when operations are conducted within the Pacific Command (PACOM) or with PACOM units, and on the part of the ROK by the Director, the Logistics Bureau, Ministry of National Defense (MND), chiefs of staff of individual ROK military services, or designee as authorized by Minister of National Defense or chiefs of staff of individual ROK military services. When operations are conducted outside PACOM, implementing arrangements may be negotiated on the part of the US by authorized US commanders in coordination with the PACOM Commander."

8. "USFK Component Command" in the last sentence of paragraph 3, Article III (BASIC TERMS AND CONDITIONS) of the Agreement shall be deleted and replaced by "Component Command".

Article II

All other provisions of the Agreement shall remain unchanged.

Article III

This Amendment shall enter into force on the date the Parties have notified each other in writing that their internal legal requirements for the entry into force of this Amendment have been fulfilled.

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

/ Done in

Done in duplicate at Seoul on this 23rd day of February 2004, in the English and Korean languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

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