

IMPLEMENTING ARRANGEMENT USA-RKA-003  
FOR RAILROAD LOGISTICAL SUPPORT

BETWEEN

HEADQUARTERS

UNITED STATES FORCES KOREA

AND

REPUBLIC OF KOREA

MINISTRY OF NATIONAL DEFENSE

This document is an implementing arrangement as contemplated by Article II, paragraph b of the Mutual Logistics Support Agreement between the United States of America, represented by the Secretary of Defense, and the Government of the Republic of Korea, represented by the Minister of National Defense, dated 8 Jun 98, and is subject to all other provisions of that agreement.

1. PURPOSE: The purpose of this IA is to establish policies and procedures for mutual provision of excess railroad logistical support between US Forces Korea and ROK Military Forces in the Republic of Korea.

2. APPLICABILITY: Use of this general IA should be considered only if the complexity of proposed transactions, e.g., unusually high dollar value or extensive price determination or analysis, does not exceed the expertise available to the individuals designated to place and accept orders.

3. DEFINITIONS:

a. Logistic Support. Food, billeting, transportation (except aircraft), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto less major construction), project storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and air and seaport services.

b. General implementing arrangement. Type of arrangement that is characterized by the use of orders to identify and define requirements and cost data.

c. Reimbursable transaction. Payment required for supplies and services provided.

d. USFK. US Forces Korea.

e. ROK MND. Republic of Korea Ministry of National Defense.

4. IMPLEMENTATION AUTHORITY AND DESIGNATION OF ORDERING INDIVIDUALS.

Authority to implement this arrangement is delegated as follows:

a. MND: ROK MND is the authority to implement this arrangement. MND will appoint in writing those individuals authorized to initiate and accept orders under this implementing arrangement.

b. USFK: Authority to implement this arrangement is delegated by USFK CS through the USFK ACofS, J4 to Cdr, 25th Trans Cen (MC). Individuals authorized to initiate and accept orders under this implementing arrangement will be appointed in writing by the Cdr, 25th Trans Cen (MC).

c. General Instructions: Appointment letters will state the authority is the Mutual Logistical Support Agreement entered into by USFK and ROK MND on 8 Jun 88. Individuals delegated such authority shall be selected so as to have the necessary knowledge and experience to carry out authorized transactions in accordance with applicable laws and regulations (i.e., someone with transportation knowledge). A copy of all appointments letters will be provided to HQ USFK, ATTN: DJ-P-G, APO SF 96301-0009, and HQ MND, ATTN: Logistics Planning Division, Seoul, ROK.

5. SUPPORT PROCEDURES:

a. The party requesting logistic support will provide the potential providing party with a written request, to include USFK Form 209EK, Mutual Logistic Support Order/Receipt, completed in accordance with paragraph 1, Annex B. USFK Form 209EK will be used by the parties to define rail transportation requirements or establish liability in accordance with the terms of this arrangement and conditions contained therein. Request for support will be initiated as follows:

(1) When MND requires railroad logistical support, the Logistics Bureau of MND will forward the request to the Cdr, 25th Trans Cen (MC).

(2) The procedures of approval for support requesting and for request accepting will be controlled by each nation's internal laws and regulations. Railroad assets which are provided under the provisions of this IA will be used to satisfy only military requirements of ROK MND, USFK, or combined operations in the Republic of Korea.

b. The party in receipt of the request will respond expeditiously to the requesting party. If the requested support cannot be provided, the request

will be returned to the originating activity with a statement that the support cannot be provided. If the requested support can be provided, the providing party will make additional entries on the MLS Order/Receipt and forward copies to the requesting party in accordance with paragraph 2, of Annex B.

c. Support commitments will be binding when blocks 15 and 25 of USFK Form 209EK are signed. A sample USFK Form 209EK is found at Annex A. If unforeseen difficulties preclude performance of support, the requestor will be notified without delay.

d. New or unprogrammed support requirements should be requested at the time such requirements become known using USFK Form 209EK. The request will be considered in light of existing priorities and available resources. If requested support can be provided, the transaction will be documented, executed, and reimbursed in accordance with the standard procedures in this IA. If the requested support cannot be provided within the time required, the requiring force will withdraw the request.

e. Any changes, supplementary requests, or additional items of support will be coordinated as soon as possible between the requestor and the supplier. Such changes will be documented as a modification to the applicable USFK Form 209EK prior to the provision of support.

f. The providing party will be advised within 24 hours about any maintenance problems which occur to its rail cars through no fault of the user that would preclude their employment. The providing party will ensure that a replacement rail car, if available, is provided as soon as possible by executing EATC Form 81 (See Annex D) with the requesting party. The providing party will then ensure that the requesting party is not charged for the non-use period (from the time that the rail car became nonoperational to the time that it was replaced).

g. Each party understands that only excess railroad logistical support can be provided and changing requirements could necessitate the interruption or stoppage of this support with little advanced notice by the supporting organization. Upon request of the USFK ACofS, J4 or his designated representative for the return of any or all rail cars on loan, ROK MND will ensure the requested rail cars are sent back within seven days to the location specified on the USFK Form 209EK.

h. Article IV (Excluded Charges) of the US-ROK Mutual Logistics Support Agreement will apply to this IA.

i. Should this IA be terminated in whole or in part by mutual consent of both parties, ROK MND and USFK will provide each other a detailed bill reflecting costs incurred or to be incurred as a result of this termination. Reconciliation will occur IAW article V, paragraph 1 of the US-ROK Mutual Logistics Support Agreement.

6. PAYMENT:

a. During the first week of each month, USFK will combine all USFK Form 209EKs from the previous month and present one consolidated USFK Form 209EK to ROK MND for payment. All differences between USFK and ROK MND pertaining to information on the consolidated USFK Form 209EK must be settled prior to completion of Block 22 by ROK MND.

b. The method of payment will be by check to "175th FAO-Korea" within 30 days of receipt of the monthly bill (consolidated USFK Form 209EK) for the daily cost of maintaining railroad equipment plus surcharge (Total of 4,000 Won/Rail Car/Day) and will be so noted in block 16 of the MLS Order/Receipt prior to the execution of the transaction(s). The rates of payment may be affected by each nation's internal laws and regulations.

c. The present cost of 4,000 Won/Rail Car/Day is subject to change with 30 days written notice from USFK to ROK MND.

d. The USFK collecting office is Finance and Accounting Office, 175th FAO, ATTN: EAFC-D, APO 96301-0073. The ROK MND paying office is Finance Section, General Affairs Division, ROK MND, Seoul.

7. GENERAL PROVISION:

a. The parties understand that this arrangement will not be used as a normal or routine source (procuring or transferring) of logistic support, supplies, and services for any and all goods and services reasonably available from US or ROK commercial sources or acquired from the US through foreign military sales procedures under the Arms Export Control Act.

b. USFK Form 209EK, MLS Order/Receipt, will be used to document support provided and received as outlined in this IA.

c. Recipients of rail cars under this IA must return the rail cars in the same condition as they were when transferred, except for normal wear and tear.

d. Each rail car being loaned or returned from loan will be jointly inspected by designated representatives of USFK and ROK MND, and the results of each inspection recorded on EATC Form 81 (See Annex D).

e. Railroad logistical support may not be retransferred to a third party (or agent thereof) unless approved in writing by a representative of the issuing government.

f. Once USFK agrees to provide rail cars to the requester, ROK MND can then authorize use of these rail cars by the KNR only after ROK MND executes an implementing arrangement/order with KNR pursuant to the provisions of this IA.

g. Under article V, paragraph 1 of the US-ROK Mutual Logistics Support Agreement, the parties agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this IA. Resolution will be by negotiation and will not be referred to an international tribunal or third party for settlement.

h. IAW "Rail Transportation Service Throughout Korea" Contract # DAJB03-88-D-3219 between 25th Trans Cen (MC) and KNR, each rail car's scheduled maintenance costs and normal running repair costs will continue to be assumed by USFK.

i. The liability of the owner of the rail assets will be limited only to damages caused by material and construction defects of the rail cars while the rail equipment is being used by the requester IAW the provision of this IA. The liability for either the repair or replacement of any rail assets which are damaged or destroyed while being used IAW the provisions of this IA will be assumed by the recipient.

j. MLS may not be used to provide certain specific types of logistics support, supplies, or services. See Annex C for restrictions.

#### 8. IMPLEMENTATION:

a. This IA becomes effective upon signature of both parties and will remain in effect until rescinded in writing 180 days in advance by either side.

b. This IA will be accomplished in two (2) originals in the English language and two (2) original in the Korean language, each text being equally authentic.

c. This IA may be amended or revised at any time by mutual written consent of both parties hereto.

d. This IA will be reviewed by both parties at least once every five years.

FOR USFK:

FOR ROK MND:

*Michael H. Wanner*

MICHAEL H. WONNER  
Colonel, US Air Force  
Acting ACoS, J4  
Headquarters, US Forces  
Korea

*Lee Keun Taek*

LEE, KEUN TAEK  
Major General, ROK Army  
Director, Logistics Bureau  
Ministry of National Defense

DATE:           - 2 FEB 1990          

DATE:           - 2 FEB 1990          

ANNEX A - USFK Form 209EK, Mutual Logistics Support Order/Receipt Form  
(with Instructions).

ANNEX B - Procedures for Executing and Ordering using USFK Form 209EK.

ANNEX C - Limitations on the Scope of Mutual Logistics Support.

ANNEX D - EATC Form 81, Rail Maintenance Spot Check Form.

MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT 상호 군수 지원 표준 요청/수령서  
(USFK REG 12-16)

1. REQUEST NUMBER 요청번호		3. FROM: 요청자		5. IMPLEMENTING ARRANGEMENT NUMBER 시행 약정 번호			
2. DATE OF REQUEST 요청일		4. TO: 피요청자					
6a. FUHD CITE 지급부호		6b. DATE OF REQUESTED DELIVERY 지원 요청 일자					
7. STOCK NUMBER 재고번호	8. DESCRIPTION (DETAILED DESCRIPTION MAY BE ATTACHED) 품목명서(상세한 명세서는 별첨)	9. UNITS 단위	10. QUANT. REQD. 요청량	11. QUANT. DELIVERED 지원량	12. UNIT PRICE 단가	13. TOTAL 총액	14. ISSUING INDIVIDUAL 결출관
1							NAME 성명
2							GRADE 계급
3							SIGNATURE 서명
4							ORGANIZATION 소속
5							
6							
7							
22. RECEIVED, INSPECTION AND ACCEPTED 전수, 검사 및 수령자		23. PLACE OF DELIVERY 지원 지급 장소		25. AUTHORIZED RECEIVING OFFICER 인가된 수령권자			
NAME 성명				NAME 성명			
GRADE 계급				GRADE 계급			
SIGNATURE 서명				SIGNATURE 서명			
		24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호		ORGANIZATION 소속			

#### EXPLANATION OF ENTRIES

- |                                       |   |
|---------------------------------------|---|
| 1. Request No.                        | Inserted by owner of rail assets.   |
| 2. Date of Request                    | Self-explanatory.   |
| 3. From                               | Person/unit submitting request.   |
| 4. To                                 | Self-explanatory.   |
| 5. Implementing Arrangement Number    | Self-explanatory.   |
| 6a. Fund Designation                  | Fund citation or certification of availability.   |
| 6b. Requested Delivery Date.          | Self-explanatory. For services, it's the beginning date.  |
| 7. Stock No.                          | Identification of the rail assets.  |
| 8. Description.                       | Abbreviated description, detailed listing, or description of services may be attached. State inclusive dates of support requirements. |
| 9. Units.                             | Each.   |
| 10. Quantity requested                | Self-explanatory.   |
| 11. Quantity delivered                | Amount issued.  |
| 12. Unit price                        | 4,000 Won/Rail Car/Day (Subject to change with 30 days written notice)  |
| 13. Total unit cost                   | Per Item.   |
| 14. Authorized Issuing Representative | The official of supplying nation who issues/ provides the supplies or service.  |
| 15. Authorizing Officer               | The official who has authority to requisition supplies or services.   |
| 16. Method of Payment                 | Check   |

- |   |  |
|---|--|
| 17. Schedule for RIK/<br>Exchange       | NA   |
| 18. Total amount claimed                | Total of all items in the currency of<br>receiving nation.   |
| 19. Payable to                          | Designee to be identified on the remittance.   |
| 20. To be forwarded to                  | Finance Office to which remittance will be<br>sent.  |
| 21. Liability Limitation                | If a cost is not known, this is the not-to-<br>exceed amount.  |
| 22. Received, Inspected<br>and Accepted | The individual officially authorized by the<br>receiving nation to accept equipment and<br>verify that the information on the form is<br>both correct and final. |
| 23. Place of Delivery                   | Location at which rail cars will be returned.  |
| 24. Remarks/Transaction<br>Codes        | (Codes are for US Army use only).  |
| 25. Authorized Receiving<br>Officer     | The official of supplying nation who<br>authorized transaction.  |

ANNEX B

PROCEDURES FOR EXECUTING AN ORDER USING THE  
MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT, USFK FORM 209EK

1. The party requesting logistic support will initiate a transaction under this implementing arrangement by completing the following blocks of USFK FORM 209EK, MLS Order/Receipt:

a. Block 1-5; 6a (if applicable under the party's internal procedures); 6b-10; 12 (if known); 15; 16; 20 and 24 (Transaction Code only, if applicable under the party's internal procedures).

b. A minimum of two copies will be forwarded to the providing party in accordance with paragraph 5a of this implementing arrangement.

2. If the requested support can be provided, the party in receipt of the request will complete the following blocks of USFK Form 209EK, MLS Order/Receipt:

a. Block 6a (if applicable under the party's internal procedures); 12; 16; 19-20 (if applicable under the party's internal procedures); 23 and 25.

b. One copy of USFK Form 209EK will be returned to the initiating party.

3. At the time the logistic support is provided, the providing party will complete the following blocks: 11; 13; 14; 18; 17 and 23 (place and schedule for replacements).

4. The receiving party will complete block 22. His signature will verify that the information on the USFK Form 209EK is both correct and final.

5. Each party will receive a sufficient number of completed copies of USFK Form 209EK to satisfy internal requirements.

6. Each party will distribute copies of the completed USFK Form 209EK in accordance with internal procedures.

## ANNEX C

### LIMITATIONS ON THE SCOPE OF MUTUAL LOGISTIC SUPPORT

1. The following items may not be acquired or transferred by the US under the Mutual Logistic Support Agreement:

- a. Weapon systems
- b. Major items of equipment
- c. The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowance, or equivalent documents
- d. Cooperative airlift
- e. Guided missiles
- f. Naval mines and torpedoes
- g. Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition
- h. Cartridge and propellant-actuated devices
- i. Chaff and chaff dispensers
- j. Guidance kits for bombs or other ammunition
- k. Chemical ammunition, other than riot control

2. There is also a not to exceed value (NTE) set on end items as defined under the Trade Agreements Act of 1979. The value on the date this IA was signed is \$172,000.

3. Other specific items may be excluded from acquisition or transfer by US or ROK law, directive, or policy.

RAIL MAINTENANCE SPOT CHECK

ATMO \_\_\_\_\_ TMO \_\_\_\_\_

APO \_\_\_\_\_

DATE: \_\_\_\_\_

CAR NUMBER: \_\_\_\_\_

LOCATION: \_\_\_\_\_

ITEM INSPECTED	SAT	UNSATISFACTORY WITH REMARKS
1. WHEELS		
2. JORNAL BOXES		
3. BRAKE SHOES		
4. BRAKE HOSE		
5. OUTLET VALVE AND TANK		
6. DOME LID BOLTS DRILLED FOR SEALS (3/8" HOLE)		
7. COUPLERS		
8. CAR FRAME		
9. BRAKE CYLINDER PISTON TRAVEL		
10. SIDE FRAMES & RIDE CONTROL		
11. CENTER CASTING		
12. ICE BUNKER HATCH WELDED		
13. DOOR MECHANISM (REEFER) & LOCKING HANDLES - HASP		
14. PAINT & STENCIL		
15. LADDERS, CATWALK, GRAB HANDLES		
16. ACTION TAKEN:		

REQUIRE IMMEDIATE ACTION  
CHECK REVERSE SIDE FOR SPECIFICS

INSPECTED BY \_\_\_\_\_

AMENDMENT ONE TO THE  
IMPLEMENTING ARRANGEMENT USA-RKA-003  
FOR RAILROAD LOGISTICAL SUPPORT

BETWEEN

UNITED STATES FORCES KOREA

AND

MINISTRY OF NATIONAL DEFENSE

1. The Parties to the original Implementing Arrangement USA-RKA-003, 2 February 1990, agree to amend it as follows:

a. Preamble is changed to read: "This document is an implementing arrangement (IA) as contemplated by Article III, paragraph 2 and defined by Article II, paragraph b of the Mutual Logistics Support Agreement (MLSA) between the United States of America, and the Government of the Republic of Korea, dated 8 Jun 88 and is subject to all other provisions of that agreement.

b. Paragraph 6b is changed to read: "The method of payment will be by check to 175 FAO-Korea within 30 days of receipt of the monthly bill (consolidated USFK Form 209EK) for the daily cost of maintaining railroad equipment plus surcharge as agreed upon in ITEM NO. 0008, Equipment Rental in Memorandum Of Agreement EATC-KNR-90-01 as amended and will be so noted in Block 16 of the MLS Order/Receipt Form prior to the execution of the transaction(s). The rates of payment may be affected by each nations internal law and regulations."

c. Paragraph 6c is changed to read: "The present cost as outlined in paragraph 6b above is subject to change with 30 days written notice from USFK to ROK MND."

d. Annex A, Explanation of Terms, Page A-2, Block 12, Unit Price, is changed to read: "The rate as determined in paragraph 6b of the basic implementing arrangement (Subject to change with 30 days written notice)".

2. ENTRY INTO FORCE, LANGUAGE:

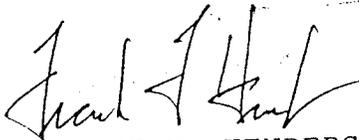
a. This amendment becomes effective upon signature of both parties and will remain in effect until all obligations are met by both sides.

b. This amendment will be accomplished in two (2) originals in the English language and two (2) originals in the Korean language, each text being equally authentic.

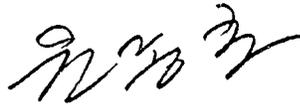
Signed this 25 day of JANUARY, 1992 at SEOUL, KOREA.

FOR UNITED STATES FORCES KOREA

FOR MINISTRY OF NATIONAL DEFENSE



FRANK F. HENDERSON  
Brigadier General, U.S. Army  
Assistant Chief of Staff, J4  
Headquarters, USFK



YOON, CHONG HO  
Major General, ROK Army  
Director, Logistics Bureau  
Ministry of National Defense