

MUTUAL LOGISTICS SUPPORT
IMPLEMENTING ARRANGEMENT USA-RKA-005
FOR TRAINING AND EXERCISES
BETWEEN
EIGHTH UNITED STATES ARMY
AND
REPUBLIC OF KOREA ARMY

ARTICLE I - AUTHORITY

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.

ARTICLE II - PURPOSE

The purpose of this IA is to establish policies and procedures for mutual provision of logistic support between U.S. Army Forces and ROK Army Forces during any combined training and exercises.

ARTICLE III - IMPLEMENTATION AUTHORITY AND DESIGNATION OF ORDERING INDIVIDUALS

1. ROKA: Authority to place orders and receive support under this arrangement is delegated to ROKA, Deputy Chief of Staff for Logistics (DCSLOG). ROKA DCSLOG will appoint in writing those individuals authorized to initiate and accept orders under this IA.
2. EUSA: Authority to place orders and receive support under this arrangement is delegated to the commanders of EUSA major and major subordinate commands, assigned units, and units under EUSA operational command/control (as defined in EUSA regulations). These commanders will appoint in writing those individuals authorized to initiate and accept orders under this IA.

3. Appointment letters will state the authority is the US-ROK MLSA. Individuals delegated such authority shall be selected so as to have the necessary knowledge and experience to carry out authorized transactions in accordance with (IAW) applicable laws and regulations. Copies of all appointments letters will be provided to HQ EUSA, G4, ATTN: FKJ4-P-G, UNIT #15237, APO AP 96205-0010 and HQ ROKA, DCSLOG, Planning and Operations Division, Planning Branch, Taejon, Korea.

4. Appointed ordering officers are empowered to initiate and accept orders (i.e., to sign blocks 15 and 25 of the Mutual Logistic Support Order/Receipt, USFK Form 209EK, Annex A, hereafter referred to as MLS Order/Receipt).

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. Use of this general IA should be considered only if the complexity of proposed transactions, e.g., specified value over 5,000 US dollars unit price per line item or extensive price determination or analysis, does not exceed the expertise available to the individuals designated to place and accept orders. Only members of the ROK and U.S. Armies who are participating in combined training and exercises can use this IA.

2. 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 U.S. or ROK commercial sources or acquired from the U.S. through foreign military sales procedures under the Arms Export Control Act.

3. The MLS Order/Receipt will be used to document support provided and received as outlined in this IA.

4. Supplies may not be retransferred to a third Party (or agent thereof) unless approved in writing by a representative of the issuing government.

5. The MLS Order/Receipt procedures specified in Annex B will be followed when ordering and executing mutual logistics support.

ARTICLE V - SPECIFIC RESPONSIBILITIES

1. The Party requesting logistic support will provide the potential providing Party with a written request, to include the MLS Order/Receipt completed IAW paragraph 1, Annex B. The MLS Order/Receipt will be used by the Parties to execute change in ownership or establish liability IAW the terms of this IA and conditions contained therein. Request for support will be initiated as follows:

a. When ROKA is the requesting Party, the ROKA unit seeking support will forward the request to the U.S. Army unit or activity that has been identified as the potential source of support.

b. When EUSA is the requesting Party, the command, agency or activity seeking support will forward the request to the ROKA element identified as the potential source of supply.

c. The procedures of approval for support requesting and for request accepting will be controlled by each nation's internal laws and regulations.

d. If no unit or activity can be identified, the request will be forwarded to the addresses in sub-paragraph e.

e. Information copies of all transactions will be forwarded to HQ EUSA, ATTN: FKJ4-P-G, UNIT #15237, APO AP 96205-0010 and HQ ROKA, Planning and Operations Directorate, Planning Division, Taejon, Korea.

2. 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 return copies to the requesting Party in accordance with paragraph 2, of Annex B.

3. Support commitments will be binding when blocks 15 and 25 of the MLS Order/Receipt are signed. If unforeseen difficulties preclude performance of support, the requestor will be notified without delay.

4. New or unprogrammed support requirements should be requested using the MLS Order/Receipt at the time such requirements become known. 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 IAW the standard procedures in this IA. If the requested support cannot be provided within the time required, the requiring Party will withdraw the request.

5. Any changes, supplementary requests, or additional items of support becoming necessary will be coordinated as soon as possible between the requestor and the supplier. Such changes

will be documented as a modification to the applicable MLS Order/Receipt prior to the provision of support.

ARTICLE VI - FUNDING AND REIMBURSEMENT

1. The method of payment (reimbursement or replacement-in-kind) will be proposed by the requester and agreed to and determined by the supplier by completing block 16 of the MLS Order/Receipt Form prior to the execution of the transaction(s).

2. For RIK transactions:

a. The receiving Party will provide a replacement of identical or substantially identical nature to the supplying Party in accordance with the agreed replacement schedule (block 17 of the MLS Order/Receipt), not to exceed one year from the date of the initial transaction.

b. If the receiving Party does not replace-in-kind within the terms of the replacement schedule agreed to, the transaction will be deemed reimbursable and will be governed by the paragraph 3 below.

3. For reimbursable (cash) transactions:

a. The receiving Party will provide invoices and attached copies of completed MLS Order/Receipt forms to the organization and address cited in block 20 (To be Forwarded To). Invoice monetary value will only reflect the costs of actual deliveries made to the other Party. If the requested support has been provided from commercial sources, and the requested support has been cancelled by the requesting Party after a commercial contract is awarded, the invoice amounts will also reflect the compensation for the terminated contract.

b. Orders on a reimbursable basis will not be initiated by either Party unless funds are available.

c. Pricing will be IAW Article III, paragraph 4 of the US-ROK MLSA.

4. Article IV (Excluded Charges) of the US-ROK MLSA will apply to this IA.

5. Both Parties will maintain records of all transactions, and each Party will pay outstanding balances not less than quarterly.

a. The USFK paying and collecting office is Finance and Accounting Office, 175 FAO, ATTN: EAFC-D, UNIT #15300, APO AP 96205-0073.

b. The ROKA paying and collecting office is ROKA Revenue Collection Officer, Commander, Central Finance Corps, HQ ROKA.

6. It will be the responsibility of the receiving activity to indicate the proper paying office for their organization in block 19. The paying office will make payment within 90 days upon receipt of the invoice with attached MLS Order/Receipt Form made payable to the organization/account stated in the invoice and in the currency of the supplying country. In case the invoice is not paid within 90 days, the invoice be referred to the executive agents of both Parties for resolution.

7. Any acquisitions (buys) or transfers (sales) must not exceed current FY authorizations ceilings for both Parties.

ARTICLE VII - DISAGREEMENTS AND CLAIMS

1. Executive Agents:

a. The executive agent for HQ ROKA for all matters affecting the terms and conditions of this IA will be the Deputy Chief of Staff for Logistics, ROKA.

b. The executive agent for HQ EUSA for all matters affecting the terms and conditions of this IA will be the Assistant Chief of Staff, EUSA, G4.

2. Under Article V, paragraph 1 of the US-ROK MLSA, 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.

3. All claims will be resolved by the executive agents.

ARTICLE VIII - LANGUAGE

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.

ARTICLE IX - ENTRY IN FORCE, AMENDMENTS, TERMINATION

1. This IA becomes effective upon signature of both Parties and will remain in effect until terminated, in writing, 90 days in advance by either Party.

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

3. Should this IA be terminated in whole or part, ROK DCSLOG and EUSA G4 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 MLSA.

4 Annexes:

A - Mutual Logistics Support Order/Receipt Form (with Instructions)

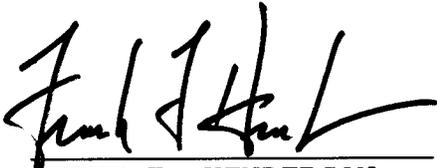
B - Procedures for Executing and Ordering Using the Mutual Logistic Support Order/Receipt Form.

C - Limitations on the Scope of Mutual Logistics Support.

D - Definitions

FOR EIGHTH UNITED STATES ARMY:

FOR REPUBLIC OF KOREA ARMY:



FRANK F. HENDERSON
Brigadier General, U.S. Army
Assistant Chief of Staff, G4
Headquarters, Eighth United States
Army

DATE: NOV 11 1992
Seoul, Korea



LEE, SOO IK
Major General, ROK Army
Deputy Chief of Staff for
Logistics
Headquarters, ROK Army

DATE: 1992. 11. 20
Taejon, Korea

ANNEX A

Mutual Logistics Support Order/Receipt Form (with Instructions)

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. FUND CITE 자금부호					6b. DATE OF REQUESTED DELIVERY 지원 요청 일자					
7. STOCK NUMBER 재고번호	8. DESCRIPTION (DETAILED DESCRIPTION MAY BE ATTACHED) 품목명세(상세한 명세서는 별첨)			9. UNITS 단위	10. QUANT. REQD. 요청량	11. QUANT. DELIVERED 지원량	12. UNIT PRICE 단가	13. TOTAL 총액	14. ISSUING INDIVIDUAL 발송관	
1									NAME 성명	
2									GRADE 계급	
3									SIGNATURE 서명	
4									ORGANIZATION 소속	
5										
6										
7										
15. AUTHORIZING OFFICER 승인관		16. METHOD OF REIMBURSEMENT 상환 방법		PROPOSED 제안	AGREED 동의	18. TOTAL AMOUNT CLAIMED 총 청구액		21. LIABILITY LIMITATION 책임부담제한		
NAME 성명		CASH 현금지불				19. PAYABLE TO: 수납처				
GRADE 계급		REPLACEMENT-IN-KIND 현물상환				20. TO BE FORWARDED TO: 수신처				
SIGNATURE 서명		17. SCHEDULE FOR RIK 현물상환 일정								
22. RECEIVED, INSPECTION AND ACCEPTED 접수, 검사 및 수령자			23. PLACE OF DELIVERY 지원 제공 장소				25. AUTHORIZED RECEIVING OFFICER 인가된 수령관자			
NAME 성명			24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호				NAME 성명			
GRADE 계급							GRADE 계급			
SIGNATURE 서명							SIGNATURE 서명			
							ORGANIZATION 소속			

USFK 1 FORM DEC 89 209EK

ANNEX A

Mutual Logistics Support Order/Receipt Form (with Instructions)

EXPLANATION OF ENTRIES

- | | | |
|-----|-------------------------|---|
| 1. | Request No. | Inserted by supplier. |
| 2. | Date of Request | Self-explanatory. |
| 3. | From | Person/unit submitting request. |
| 4. | To | Self-explanatory. |
| 5. | IA Number | USA-RKA-005. |
| 6a. | Fund Cite | 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 supply item. |
| 8. | Description | Abbreviated description or detailed listing or description of services may be attached. |
| 9. | Units | Unit of issue, i.e., box, each, etc. Applicable only to acquisitions or transfer of supplies. |
| 10. | Quantity requested | Self-explanatory. |
| 11. | Quantity delivered | Amount issued. |
| 12. | Unit price | If a firm price cannot be established, a price should be indicated by using NTE (not to exceed) after the price in blocks (12), (13) and (18). The NTE amount is the maximum limit of liability (ceiling price) for the receiving Party |
| 13. | Total unit cost | Per Item. |
| 14. | Issuing Individual | Official of supplying nation who issues/provides the supplies or service. |

- | | |
|---|--|
| 15. Authorizing Officer | Official who has authority to requisition supplies or services. |
| 16. Method of Payment | RIK or CASH. |
| 17. Schedule for RIK/
Exchange | Specify date when replacement or exchange will be made, not to exceed 12 months. |
| 18. Total amount claimed | Total of all items in the currency of supplying nation. |
| 19. Payable to | Designee to be identified on the remittance. |
| 20. To be forwarded to | Finance Office to which remittance will be sent. |
| 21. Liability Limitation | If a cost is not known, this is the "not to exceed" amount. |
| 22. Received, Inspected
and Accepted | Individual authorized by the receiving nation to accept supplies or services. |
| 23. Place of Delivery | Location and unit to which replacement will be made. |
| 24. Remarks/Transaction
Codes | Codes are for U.S. Army use only; exercise name |
| 25. Authorized Receiving
Officer | Official of supplying nation who authorized the 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 IA by completing the following blocks: 1-4; 5 (enter USA-RKA-005) 6a (if applicable under the Party's internal procedures); 6b-10; 12 (if known); 15; 16 (proposed); 20 and 24 (Transaction Code, Exercise/Project Name).
2. If the requested support can be provided, the Party in receipt of the request will complete the following blocks: 6a; 12 (if not already done/verify); 16 (agreed); 17; 19-20; (if applicable under the Party's internal procedures); 23 and 25.
3. At the time the logistic support is provided, the providing Party will complete the following blocks: 11; 13; 14; 17; 18 and 23 (place and schedule for replacements).
4. The receiving Party will complete block 22.
5. Each Party will receive a sufficient number of completed copies of the MLS Order/Receipt Form to satisfy internal requirements.
6. Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are:
 - a. One copy will be forwarded to the providing Party.
 - b. One copy will be returned to the initiating Party.
 - c. One copy will be forwarded to HQ EUSA, G4, ATTN: FKJ4-P-G, UNIT #15237, APO AP 96205-0010
 - d. One copy will be forwarded to HQ ROKA, DCSLOG, Planning and Operations Division, Planning Branch, Taejon, Korea.

ANNEX C

LIMITATIONS ON THE SCOPE OF MUTUAL LOGISTIC SUPPORT

1. The following items may not be acquired or transferred by the U.S. 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 set on end items as defined under the Trade Agreements Act of 1979. The value on the date this IA was signed was \$172,000.

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

ANNEX D

DEFINITIONS

Logistic Support. Food, billeting, transportation (except airlift), 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.

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

Replacement-in-kind (RIK). The transfer of supplies or services in return for supplies or services of an identical or substantially identical nature within the specified time constraints, not to exceed one year.

Reimbursable transaction: Payment in cash required for logistics support, supplies or services provided.

EUSA. Eighth United States Army.

ROKA. Republic of Korea Army.

ROK MND. Republic of Korea Ministry of National Defense

USFK. United States Forces Korea