

**Mutual Logistics Support Agreement  
Implementing Arrangement USA - RKF - 001  
Concerning  
Transfer of and Replacement - In - Kind  
Of JP-8, Diesel and MOGAS Fuel  
Between  
Eighth United States Army  
And  
Republic of Korea Air Force**

**Article I Authority.**

This document is an Implementing Arrangement (hereinafter referred to as IA) as contemplated by Article III, paragraph 2 and defined by Article II, paragraph b of the Mutual Logistics Support Agreement (hereinafter referred to as MLSA) between the Government of the United States of America and the Government of the Republic of Korea dated 8 June 1988 as amended and is subject to all other provisions of that agreement.

**Article II Purpose.**

The purpose of this arrangement is to establish procedures and the responsibilities for transfer and replacement-in-kind (RIK) of JP8, Diesel and Mogas fuels between Eighth United States Army (EUSA) and Republic of Korea Air Force (ROKAF) hereinafter referred to as 'parties'. This IA does not include packaged fuels or lubricants.

**Article III Primary Administrators.**

1. EUSA  
HQ, Eighth United States Army  
ATTN: Assistant Chief of Staff, G4  
Unit #15236, ATTN: EAGD-P-POL  
APO AP 96205-0009  
DSN: 723-2317, COMM: 02-7913-2317

2. ROKAF  
Republic of Korea Air Force Headquarters  
Chief, Logistics Materiel Management (LOMM/Supply Division)  
Taejon, Korea  
Telephone (commercial): 042-552-4180

3. Supplementary or additional administrators at the unit level may be designated by the parties at their own discretion to assist in the administration of this IA.

#### **Article IV General Terms and Conditions.**

1. The parties understand that this IA 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.

2. The Mutual Logistic Support (MLS) Order/Receipt Form, USFK Form 209EK, (hereinafter referred to as "MLS Order/Receipt Form") and ROKAF Form 24-3-65-1 will be used to document support provided and received as outlined in this IA.

3. Equipment or services may not be re-transferred to a third party (or agent thereof) unless approved in writing by a representative of the issuing government.

4. This IA may be used to satisfy only mission essential requirements. It may also be used during exercises and contingencies.

#### **Article V Specific Responsibilities.**

1. A request for fuel under this agreement will be initiated as follows:

a. When requesting fuel support, the EUSA will prepare a MLS Order/Receipt Form and the ROKAF will prepare a ROKAF Form 24-3-65-1 completed IAW Annex A and C. Both parties will use the MLS Order/Receipt Form and ROKAF Form 24-3-65-1 to execute the transfer of services IAW the terms and conditions contained herein. In the event MLS Order/Receipt Form and ROKAF Form 24-3-65-1 are not available to record transactions, a national service substitute may be used.

b. The MLS Order/Receipt Form and the ROKAF Form 24-3-65-1 will be forwarded to the Operation Officer or other official designated by their government to accept requests for MLS at the airfields listed in Article V, paragraph 3 below, from which the fuel support is desired.

c. Airfield Operation Officer or other designated official will respond expeditiously to requests from the other party for fuel support. If the requested support cannot be provided, the request will be returned to the other party with a statement that the support cannot be provided. If the requested support can be provided, the party providing the requested support will make additional entries on the MLS Order/Receipt Form or ROKAF Form 24-3-65-1 and return copies to requesting party in IAW Annex A and C.

d. Each nation's internal laws and regulations will control the approval procedures for requesting and providing support.

e. Support commitments will be binding when either blocks 15 and 25 of the MLS Order/Receipt Form or the signature of POL attendant and signature of requisitioner blocks of ROKAF Form 24-3-65-1 are signed. If unforeseen difficulties preclude performance or support, the party requesting support will be notified without delay.

f. Any changes, supplementary requests, or additional items of support that become necessary will be coordinated as soon as possible between EUSA and ROKAF. Such changes will be documented as a modification to the applicable MLS Order/Receipt Form or ROKAF Form 24-3-65-1 prior to providing support.

2. The EUSA and the ROKAF will ensure that fuels utilized under this IA conform to the military specifications as stated in Article VI, paragraph 1. Further, JP8 refueling trucks, units or hot fuel points used to service aircraft shall be equipped with serviceable filter separators.

3. JP8 aircraft servicing locations will be used as follows:

**EUSA AIRFIELDS**

H-210, Uijongbu  
H-220, Tongduchon  
A-511, Pyongtaek

**ROKAF AIRFIELDS**

K-2, Taegu  
K-1, Kimhae  
K-18, Kangnung  
K-99, Sangdong Kotar Range

Note: At Tongduchon, H-220, a minimum two days prior notification is required before receiving fuel. Utilization of other airfields will be accomplished only after prior coordination with unit Aviation Operation Officer or other designated official. Emergency requests for support will be provided on a case by case basis.

4. In the event ROKAF requires JP-8 fuel issues at primary airfields outside of the ROK, the US Administrator will be notified in advance the estimated requirements. This notification shall include ROKAF aircraft tail numbers, US bases where refueling is requested, date of refueling, and the estimated amount of fuel requested for each location.

5. Diesel and Mogas fuel issue/receipt locations will be established by coordination between the primary administrators.

6. The EUSA and ROKAF agree that JP8, Diesel, and Mogas fuel will be RIK.

**Article VI Repayment.**

1. The method of payment will be RIK. Fuel used IAW with this IA shall be replaced with fuel of the same kind and military specification, i.e., JP8 with JP8, Mogas with Mogas, and Diesel with Diesel. The following specifications apply:

| <u>Grade of Product</u> | <u>Specification</u> |
|-------------------------|----------------------|
| JP8                     | MIL-T-83133D         |
| DIESEL                  | MIL-F-16884          |
| MOGAS                   | MIL-G-3056           |

2. Issues and receipts of fuel through this IA will be documented on the MLS Order/Receipt Form or ROKAF Form 24-3-65-1. Monthly summaries of fuel transactions will be based on the MLS Order/Receipt Form and ROKAF Form 24-3-65-1. Upon mutual approval of balances by the primary administrators, fuel replacement will be scheduled. Processing procedures for these forms are at Annex A, B and C.

3. Reconciliation of fuel transactions shall be on a monthly basis utilizing the monthly reconciliation summary sheet at Annex D. Reconciliation should be completed no later than the 20<sup>th</sup> calendar day of the month following the transaction month. MLS Order/Receipt Form or ROKAF Form 24-3-65-1 will be attached as supporting documents to the monthly reconciliation summary sheet.

4. As much as possible, zero balance on all products shall be achieved by August of each year to allow EUSA units to fund replacements or obtain credits within that current US Fiscal Year.

5. Replacements will be accomplished at least quarterly. Replacements may be made more frequently if a significant imbalance develops. As used in this IA, the term "Significant Imbalance" means that either party owes more than 20,000 US gallons of any one product.

6. The party required to replace fuel utilized pursuant to this IA will deliver the replacement fuel to locations as designated and scheduled by the primary administrators. All costs to include costs for transportation in connection with replacement of fuel used IAW this agreement shall be borne by the party required to provide RIK fuel. Replacement will be documented on MLS Order/Receipt Form and ROKAF Form 24-3-65-1.

7. Qualified military or commercial fuel laboratory will test replacement fuel contained in tanks, trucks, or rail cars to ensure products meet military fuel requirements. After testing, all covers and outlets of the tank, truck, or rail car shall be sealed with a numbered tamperproof seal similar to those normally used by the commercial oil companies and the 19<sup>th</sup> Theater Army Area Command (TAACOM), EUSA. Seal numbers shall be annotated on the laboratory test report, a copy of which shall accompany the shipment.

8. Laboratory testing of replacement fuel may be waived if shipment is direct from commercial refinery stocks conforming to appropriate specifications as stated in

Article VI, paragraph 1. Shipment quality control testing may also be waived if the shipment is direct from any of the petroleum terminals operated and under the control of the 19<sup>th</sup> TAACOM, EUSA. All costs of testing fuels will be borne by the party required to provide RIK.

### **Article VII Executive Agents for Disagreements and Claims.**

1. Executive Agents:

a. The executive agent for the Commander, EUSA for all matters affecting the terms and conditions of this IA will be the Chief, POL and Water Branch, Assistant Chief of Staff, G4, EUSA.

b. The executive agent for the ROKAF for all matters affecting the terms and conditions of this IA will be the Assistant Chief of LOMM/Supply Division, ROKAF.

2. Under Article V, paragraph 1 of the MLSA, the executive agents 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. The executive agents will resolve all claims.

4. Matters not addressed in this IA will be resolved through appropriate channels.

### **Article VIII Audit.**

Both parties agree to allow their respective audit agencies to perform periodic evaluation of all documents and procedures specified under this IA.

### **Article IX Language.**

This IA is executed in two originals in the English language and two originals in the Korean language, each text being equally authentic.

### **Article X Entry into Force, Review, Amendments, Termination**

1. This IA enters into force herein on the date of the last signature below.

2. Both parties shall review this IA on 30 June of each year.

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

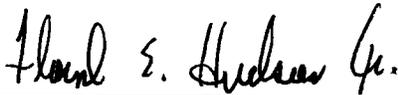
4. The parties may terminate this IA by mutual agreement or by either party giving the other no less than 180 day written notice of termination. This IA may also be terminated immediately by either party if the other party in arrears fails to settle an overdue account.

Four (4) Annexes

- A - Mutual Logistics Support Order/Receipt Form (with instructions).
- B - Procedures for Executing Replacement of Fuel Using the Mutual Logistic Support Order/Receipt Form.
- C - ROKAF Form 24-3-65-1
- D - Reconciliation Summary Sheet

FOR EIGHTH UNITED STATES ARMY:

FOR REPUBLIC OF KOREA AIR FORCE:



FLOYD E. HUDSON, JR  
LTC (P), OD  
Assistant Chief of Staff, G4



KANG SU GEUN  
Colonel, ROKAF  
Director, Supply  
DCofS Logistics, ROK Air Force

Date: 17 Nov 00  
Seoul, Korea

Date: 2000, 11, 6  
Taejon, Korea

**Sample Form USFK Form 209EK (Mutual Logistic Support Order/Receipt Form 209EK)**

| MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT<br>(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<br>지연 요망 일자                |   |                                      |                            |                                 |                         |   |                               |  |  |                             |  |
| 7. STOCK NUMBER<br>계고번호                                   | 8. DESCRIPTION (DETAILED DESCRIPTION<br>MAY BE ATTACHED)<br>품목명세(상세한 명세서는 별첨) | 9. UNITS<br>단위                       | 10. QUANT.<br>REQD.<br>요청량 | 11. QUANT.<br>DELIVERED<br>지원량  | 12. UNIT<br>PRICE<br>단가 | 13. TOTAL<br>총액                             | 14. ISSUING INDIVIDUAL<br>발출관 |  |  |                             |  |
| 1   |   |                                      |                            |                                 |                         |   | NAME 성명                       |  |  |                             |  |
| 2   |   |                                      |                            |                                 |                         |   | GRADE 계급                      |  |  |                             |  |
| 3   |   |                                      |                            |                                 |                         |   | SIGNATURE 서명                  |  |  |                             |  |
| 4   |   |                                      |                            |                                 |                         |   | DATE 날짜                       |  |  |                             |  |
| 5   |   |                                      |                            |                                 |                         |   | ORGANIZATION 소속               |  |  |                             |  |
| 6   |   |                                      |                            |                                 |                         |   |                               |  |  |                             |  |
| 7   |   |                                      |                            |                                 |                         |   |                               |  |  |                             |  |
| 15. AUTHORIZING OFFICER<br>승인관                            |   | 16. METHOD OF REIMBURSEMENT<br>상환 방법 |                            | 17. SCHEDULE FOR RIK<br>변환상환 일정 |                         | 18. TOTAL AMOUNT CLAIMED<br>총 청구액           |                               | 19. PAYABLE TO: 수납처                        |  | 20. TO BE FORWARDED TO: 수신처 |  |
| NAME 성명   |   | CASH<br>현금지불                         |                            | 17. SCHEDULE FOR RIK<br>변환상환 일정 |                         | AGREED<br>동의                                |                               | 21. LIABILITY LIMITATION<br>책임 부담제한        |  |                             |  |
| GRADE 계급  |   | REPLACEMENT-IN-KIND<br>변환상환          |                            |                                 |                         |   |                               |  |  |                             |  |
| SIGNATURE 서명  |   | DATE 날짜                              |                            |                                 |                         |   |                               |  |  |                             |  |
| 22. RECEIVED, INSPECTION AND ACCEPTED<br>검사, 검사 및 수령자     |   |                                      |                            | 23. PLACE OF DELIVERY 지원 계급 장소  |                         |   |                               | 25. AUTHORIZED LENDING OFFICER<br>인가된 대여관자 |  |                             |  |
| NAME 성명   |   |                                      |                            |                                 |                         |   |                               | NAME 성명                                    |  |                             |  |
| GRADE 계급  |   |                                      |                            |                                 |                         |   |                               | GRADE 계급                                   |  |                             |  |
| SIGNATURE 서명  |   |                                      |                            |                                 |                         |   |                               | SIGNATURE 서명                               |  |                             |  |
| DATE 날짜   |   |                                      |                            |                                 |                         |   |                               | DATE 날짜                                    |  |                             |  |
| 24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호                 |   |                                      |                            |                                 |                         |   |                               |  |  |                             |  |
| ORGANIZATION 소속   |   |                                      |                            |                                 |                         |   |                               |  |  |                             |  |

## Mutual Logistic Support Order/Receipt Form Instructions

### EXPLANATION OF ENTRIES

- |                               |  |
|-------------------------------|--|
| 1. Request Number             | Inserted by supplier   |
| 2. Date of Request            | Self-explanatory   |
| 3. From                       | Person/unit submitting request   |
| 4. To                         | Self-explanatory   |
| 5. IA Number                  | USA-RKF-001  |
| 6. a. Fund Cite               | Leave blank with a RIK Transaction   |
| 6. b. Requested Delivery Date | Self-explanatory. For services, it is the beginning date   |
| 7. Stock Number               | Identification of the supply item  |
| 8. Description                | Abbreviated description; detailed listing or description of services may be attached             |
| 9. Units                      | Unit of issue, i.e. gallon, barrel, etc. Applicable only to acquisitions or transfer of supplies |
| 10. Quantity Required         | Self-explanatory   |
| 11. Quantity Delivered        | Amount issued  |
| 12. Unit Price                | Per item   |
| 13. Total                     |  |
| 14. Issuing Individual        | Official of supplying nation issuing/providing the supplies or service                           |
| 15. Authorizing Officer       | Official who has authority to requisition supplies or services                                   |
| 16. Method of Reimbursement   | Replacement-In-Kind (RIK)  |
| 17. Schedule for RIK          | Specify the date when replacement or exchange will be made, not to exceed 90 days                |

|                                       |  |
|---------------------------------------|--|
| 18. Total Amount Claimed              | Total of all items in the currency of supplying nation                       |
| 19. Payable To                        | Leave Blank  |
| 20. To Be Forwarded To                | Leave Blank  |
| 21. Liability Limitation              | If a cost is not known, this is the "not to exceed" (NTE) 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/Transactions Codes        | Codes are for US Army use only   |
| 25. Authorized Receiving Officer      | Official of receiving nation who authorized the transaction                  |

Distribution of Forms: EUSA will distribute copies of the completed MLS order/Receipt Form IAW internal procedures. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying party.
- b. One copy will be returned to the requesting party.

**Procedures for Executing Replacement of Fuel Received Using**  
**The Mutual Logistic Support Order/Receipt, USFK Form 209EK**

**EXPLANATION OF ENTRIES**

|                               |  |
|-------------------------------|--|
| 1. Request No.                | Take from the transaction that replacement-in-kind is being made                                 |
| 2. Date of Request            | Date that fuel was provided  |
| 3. From                       | Person/unit submitting request   |
| 4. To                         | Self-explanatory   |
| 5. IA Number                  | USA-RKF-001  |
| 6. a. Fund Cite               | Leave blank  |
| 6. b. Requested Delivery Date | Date that the replacement fuel is provided back to the supplier in the original transaction      |
| 7. Stock No.                  | Identification of the supply item  |
| 8. Description                | Abbreviated description; detailed listing or description of services may be attached             |
| 9. Units                      | Unit of issue, i.e. gallon, barrel, etc. Applicable only to acquisitions or transfer of supplies |
| 10. Quantity requested        | Leave blank  |
| 11. Quantity delivered        | Amount provided as replacement   |
| 12. Unit Price                | Leave blank  |
| 13. Total                     | Leave blank  |
| 14. Issuing Individual        | Official of nation providing the replacement fuel  |
| 15. Authorizing Officer       | Official of receiving nation in original transaction who is authorizing the replacement          |
| 16. Method of Reimbursement   | Replacement-In-Kind (RIK)  |
| 17. Schedule for RIK/Exchange | Leave blank  |

|                                       |   |
|---------------------------------------|---|
| 18. Total amount claimed              | Leave blank   |
| 19. Payable to                        | Leave blank   |
| 20. To be forwarded to                | Leave blank   |
| 21. Liability Limitation              | Leave blank   |
| 22. Received, Inspected, and Accepted | Individual authorized by the supplying nation to whom replacement is being made to accept, inspect and receive delivery of fuel                   |
| 23. Place of Delivery                 | Location and unit to which replacement will be made   |
| 24. Remarks/Transaction Codes         | Enter: Replacement-In-Kind of (JP8, Diesel, Mogas Fuels) received from (Location) on (Date)   |
| 25. Authorized Receiving Officer      | Official who has authority to receive supplies or services for the supplying nation in the original transaction to whom replacement is being made |

Distribution of Forms: EUSA will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying party.
- b. One copy will be returned to the requesting party.

**ROKAF Form 24-3-65-1**

|  |   |   |                            |     |
|--|---|---|----------------------------|-----|
|  |   | (        ) (        )<br>ISSUE        TURN-IN | No.                        |     |
| REQUISITIONER<br>(        ) A/C (        ) NON A/C |   | SIGNATURE OF POL ATTENDANT                    |                            |     |
| A/C(TYPE/MODE/SERIES)                              | SERIAL No.<br><br>NON-FLYING<br>ISSUE<br>CODE | AIR FORCE BASE OF<br>POL ATTENDANT            | DATE                       |     |
| ORGANIZATION                                       |   | COMMAND                                       | REFUELER OR<br>HYDRANT No. |     |
| COMMAND/COMMERCIAL                                 |   | SIGNATURE OF REQUISITIONER                    |                            |     |
| ADDRESS(NAME OF HOME BASE)                         |   |   |                            |     |
| GRADE OF POL                                       | U/I   | Q'TY  | U/C                        | T/C |
|  |   |   |                            |     |
|  |   |   |                            |     |

**EXPLANATION OF ENTRIES**

- |                           |  |
|---------------------------|--|
| 1. Issue/Turn-in          | Mark 'X' in appropriate heading                            |
| 2. No.                    | Enter document serial number                               |
| 3. Requisitioner          | Mark 'X' in appropriate heading                            |
| 4. A/C (type/mode/series) | Enter A/C type, model and serial number                    |
| 5. Serial No.             | Enter serial number of equipment (in the event of non-A/C) |
| 6. Organization           | Enter organization of refueled A/C or equipment            |

- |  |   |
|--|---|
| 7. Command/commercial                    | Enter command of refueled A/C or equipment            |
| 8. Address                               | Enter address of refueled A/C or equipment            |
| 9. Signature of POL attendant            | Enter rank, name and signature of POL attendant       |
| 10. Air force base of POL attendant/date | Enter Air Force base of POL attendant and issued date |
| 11. Command/Refueler                     | Enter Command of POL attendant and Refueler number    |
| 12. Signature of requisitioner           | Enter rank, name and signature of requisitioner       |
| 13. Grade of POL                         | Enter issued (provided as replacement) grade of POL   |
| 14. U/I                                  | Unit of issue   |
| 15. Q'ty                                 | Amount issued (provided as replacement)               |
| 16. U/C                                  | Leave blank   |
| 17. T/C                                  | Leave blank   |

Distribution of Forms: ROKAF will distribute copies of the completed ROKAF Form 24-3-65-1 IAW internal procedures. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying party.
- b. One copy will be returned to the requisition party.

Monthly Reconciliation Summary as of \_\_\_\_\_  
 (Date)

Quantities in US Gallons

EUSA Issues to ROK

| PRODUCT | Issues to ROK | Receipts from ROK | Previous Balance | Cumulative Balance |
|---------|---------------|-------------------|------------------|--------------------|
| Diesel  |               |                   |                  |                    |
| MOGAS   |               |                   |                  |                    |
| JP-8    |               |                   |                  |                    |

ROK Issues to EUSA

| PRODUCT | Issues to EUSA | Receipts from EUSA | Previous Balance | Cumulative Balance |
|---------|----------------|--------------------|------------------|--------------------|
| Diesel  |                |                    |                  |                    |
| MOGAS   |                |                    |                  |                    |
| JP-8    |                |                    |                  |                    |

I certify that this summary is true and correct. MLS Order/Receipt Form and ROKAF Form 24-3-65-1 are attached.

\_\_\_\_\_  
 EUSA Administrator

\_\_\_\_\_  
 ROKAF Administrator

CERTIFICATE OF AUTHENTICITY  
인 증 서

19 May 2000

I certify that the English and Korean texts of the "Mutual Logistics Agreement Implementing Arrangement USA-RKF-001 Concerning Transfer of and Replacement-In-Kind of JP-8, Diesel and MOGAS Fuel between Eighth United States Army and Republic of Korea Air Force" are in conformity with each other and that the texts have the same meaning in all substantive respects.

본인은 "JP8, 디젤 및 휘발유의 이양 및 현물 상환에 관한 한국공군과 미 8군 간의 상호 군수지원 협정 시행약정 USA-RKF-001" 의 영어 및 한글본이 서로 일치하며 실질적인 점에서 동일한 의미를 가짐을 확인합니다.



DANIEL Y. C. LEE

다니엘 와이.시. 리

GS-12, Program Analyst

미군속 12급, 계획 분석관

ACofS, J4, USFK

주한미군사 군수참모부

JP-8, 디젤 및 휘발유의  
이양 및 현물상환에  
관한  
한국 공군과 미8군  
간의  
상호군수지원 협정  
시행약정 USA-RKF-001

제1조 (근거)

USA-RKF-001-H4L.PDF

본 문서는 개정된 1988년 6월 8일자 한국정부 및 미국정부 간의 (MLSA) 의 제3조 2항에서 계획되고 제2조 나항에서 정의된 시행 상호군수지원 협정의 모든 다른 조항에 종속된다.

제2조 (목적)

본 약정의 목적은 한국 공군과 미8군간의 JP8, 디젤 및 휘발유의 이양 및 현물상환에 관한 절차 및 책임을 설정하는 것이다. 본 시행약정은 포장유류 또는 운할유를 포함하지 않는다.

제3조 (주관리관)

1. 미8군  
미8군  
군수참모부  
참조: EAGD-P-POL  
군우 APO AP 96205-0009  
미군전화 723-2317, 일반전화 02)7913-2317

2. 한국 공군  
한국 공군본부  
군수물자관리처장 (LOMM/보급처)  
대한민국 대전  
일반전화 042)552-4180

3. 양측은 이 시행약정의 행정을 지원하기 위해 재량에 따라 예비부대급 보조 또는 추가 관리관을 임명할 수 있다.

제4조 (일반 규정 및 조건)

1. 양측은 이 시행약정이 한측 또는 미측 민간업체로부터 합리적으로 가용하거나, 무기수출통제법에 의거한 대외군사 판매절차를 통하여 미국에서 획득한 모든 물자 및

용역에 대한 군수지원, 보급품 및 서비스의 정상적 또는 통상적 (조달 및 이양) 수단으로 사용될 수 없음을 양해한다.

2. 상호군수지원 (MLS) 요청/수령서, 주한미군 양식 209EK (이하 MLS 요청/수령서라 칭함)와 한국공군 양식 24-3-65-1은 본 시행약정에 명시된 바에 따라 수불되는 지원을 문서화 하는데 사용된다.

3. 제공국 정부의 대표자가 서면으로 승인하지 않는 한, 장비 또는 서비스를 제3자 (또는 그 대리인)에게 재이양 할 수 없다.

4. 본 약정은 임무 필수 소요만을 충족시키는데 사용될 수 있으며, 연습 및 위기시에도 사용될 수 있다.

### 제5조 (세부 책임사항)

1. 본 약정하에서의 유류 요청은 다음과 같이 개시된다.

가. 유류지원 요청시, 미8군은 MLS 요청/수령서를, 한국공군은 공군양식 24-3-65-1을 부록 “가”와 “다”에 의거 작성한다. 양측은 본 시행약정의 규정 및 조건에 따른 서비스를 이양하기 위해 주한미군 양식 209EK와 한국 공군양식 24-3-65-1을 사용한다. 거래상 기록을 위해 주한미군 양식 209EK와 한국 공군양식 24-3-65-1이 가용하지 않을 경우, 다른 한국군 양식을 대용할 수 있다.

나. MLS 요청/수령서와 한국 공군양식 24-3-65-1은 MLS 요청을 수락할 수 있도록 아래 제5조 3항에 열거된 유류 지원요망 비행장의 운영장교 또는 정부지정 담당관에게 발송된다.

다. 비행장 운영장교 또는 기타 지정 담당관은 상대측의 유류 지원 요청에 신속히 응한다. 요청된 지원을 제공할 수 없을 경우, 지원이 불가함을 알리는 진술서를 첨부하여 요청서를 상대측에 반송한다. 요청된 지원을 제공할 수 있을 경우, 지원을 제공하는 측은 MLS 요청/수령서 또는 한국 공군양식 24-3-65-1에 추가 기재한 후 부록 “가”와 “다”에 의거 사본을 요청측에 반송한다.

라. 지원요청 및 요청 수락의 승인절차는 각국의 국내법 및 규정에 의해 통제된다.

마. 지원책임은 MLS 요청/수령서의 15번 및 25번 난 또는 한국 공군양식 24-3-65-1의 신청자란과 급유자란이 서명될 때 구속력을 가진다. 예기치 못한 장애로 지원수행에 차질이 있을 경우, 요청한 측에 즉시 통보한다.

바. 변경사항, 추가요청 또는 추가 지원품목의 필요시 미8군과 한국공군이 가능한 한 빨리 협조한다. 그러한 변경사항은 지원을 제공하기 이전에 해당 양식인 MLS 요청/수령서 또는 한국 공군양식 24-3-65-1의 수정안으로서 문서화 한다.

2. 한국공군과 미8군은 본 시행약정하에 사용되는 유류가 아래 제6조 1항에 명시된 군 규격을 준수하도록 한다. 또한, 항공기 주유에 사용되는 JP8 재급유 유조차, 유류부대 또는 온유 보급소는 사용 가능한 여과장치를 갖추고 있어야 한다.

3. JP8 항공기 주유소는 아래와 같다.

|                |                     |
|----------------|---------------------|
| <u>미8군 비행장</u> | <u>한국공군 비행장</u>     |
| H-210, 의정부     | K-2, 대구             |
| H-220, 동두천     | K-1, 김해             |
| A-511, 평택      | K-18, 강릉            |
|                | K-99, 상동 전술 공대지 사격장 |

주: 동두천 H-220에서 연료를 수령키 위해서는 최소 2일 전에 통보해야 한다. 기타 비행장은 부대 항공운영장교 또는 지정된 담당관과 사전 협조 후 사용한다. 긴급 지원요청은 사안별로 제공한다.

4. 한국공군이 한국외 주요 비행장에서 JP8 유류를 필요로 할 경우, 미측 관리관에게 예상 소요를 사전에 통보한다. 통보 내용은 한국공군의 항공기 꼬리번호, 재급유를 필요로 하는 미군 기지, 재급유 일자, 그리고 지역별로 요청된 예상 소요량을 포함한다.

5. 디젤 및 휘발유 불출/수령 지역은 주관리관 간의 협조를 통해 수립한다.

6. 미8군과 한국공군은 JP8, 디젤 및 휘발유는 현물상환 대상이라고 합의한다.

### 제6조 (상 환)

1. 지불방식은 현물상환이다. 본 시행약정에 따라 사용된 유류는 동일한 종류 및 군 규격의 유류, 즉, JP8은 JP8, 휘발유는 휘발유, 디젤은 디젤로 상환한다. 다음 규격이 해당된다.

|              |              |
|--------------|--------------|
| <u>제품 등급</u> | <u>규격</u>    |
| JP8          | MIL-T-83133D |
| 디젤           | MIL-F-16884  |
| 휘발유          | MIL-G-3056   |

2. 본 시행약정에 의한 유류의 불출 및 수령은 MLS 요청/수령서 또는 한국 공군양식 24-3-65-1에 문서화 한다. 월별 유류거래 요약기록은 MLS 요청/수령서 및 한국공군 양식 24-3-65-1을 기초로 한다. 주관리관들의 잔고에 대한 상호 승인을 근거로 유류 상환을 계획한다. 상기 양식에 대한 처리 절차는 부록 “가”, “나” 및 “다”에 있다.

3. 유류 거래에 대한 정산은 부록 “라”의 월간 정산 요약지를 이용하여 월별로 한다. 정산은 거래 익월 20일까지 완료되어야 한다. MLS 요청/수령서 또는 한국공군 양식 24-3-65-1을 증빙서류로 월간 정산 요약지에 첨부한다.

4. 미8군 부대들이 현행 미 회계년도내에 상환 자금을 배정하거나 대부를 받을 수 있도록 매년 8월까지 가능한 한 모든 유류에 대한 잔고정리가 이뤄져야 한다.
5. 상환은 최소한 분기별로 시행한다. 현저한 불균형이 나타날 경우, 상환은 더 자주 시행할 수 있다. 본 시행약정에 사용된 “현저한 불균형”이란 어느 한쪽이 어느 한 제품에 대해 20,000 갤런 이상을 차용한 경우를 의미한다.
6. 본 시행약정에 따라 사용된 연료의 상환을 요구받은 측은 주관리관들이 지정한 장소와 일정에 따라 상환유류를 인도한다. 본 약정에 따라 사용된 유류 상환과 관련하여 수송비를 포함한 일체의 비용은 현물상환 유류를 제공하도록 요청받은 측이 부담한다. 상환은 MLS 요청/수령서 및 한국공군 양식 24-3-65-1에 문서화 한다.
7. 제품이 군 유류 요건에 부합되는지를 확인하기 위해 자격을 갖춘 군 또는 민간 유류 실험실이 유조차, 유조트럭 또는 유조화차에 들어있는 상환유류를 검사한다. 검사후, 유조차, 유조트럭 또는 유조화차의 모든 덮개 및 배출구는 민간 정유회사 및 미8군 19전지사에서 통상적으로 사용하는 것과 유사한 번호가 매겨진 조작 방지용 봉인으로 밀봉한다. 봉인 번호는 실험실 검사 보고서에 주석으로 표시를 하고 사본 1부를 유류수송시 같이 보낸다.
8. 유류수송이 제6조 1항에 명시된 해당 사항에 부합되는 민간 정유사 재고로부터 직접 이뤄질 경우 상환유류의 실험실 검사는 면제될 수 있다. 미8군 19전지사가 운영하고 관리하는 유류 터미널에서 유류를 직접 수송할 경우, 운송 품질관리 검사 또한 면제될 수 있다. 유류 검사에 대한 일체의 비용은 현물상환을 제공하도록 요청받은 측에서 부담한다.

## 제7조 (의견 불일치 및 손해배상 집행 대리인)

### 1. 집행 대리인

가. 본 시행약정의 조건에 영향을 주는 제반사항에 대하여 미8군 사령관의 집행 대리인은 미8군 군참부 유류 및 식수 과장이다.

나. 본 시행약정의 규정 및 조건에 영향을 주는 제반사항에 대하여 한국공군의 집행대리인은 한국 공군본부 보급처장이다.

2. MLSA 제5조 1항에 의거, 양측 집행대리인은 본 시행약정의 해석 또는 적용에 관한 이견을 해소하기 위해 성실한 노력을 기울이기로 합의한다. 해결은 협상에 의해서 하며, 국제 재판소나 제3자에게 의뢰하지 않는다.

3. 집행 대리인은 모든 손해배상을 해결한다.

4. 본 시행약정에 언급되지 않은 사항은 해당 계통을 통해 해결한다.

## 제8조 (감 사)

양측은 각측의 감사기관이 본 시행약정에 명시된 모든 서류 및 절차에 대한 정기적인 평가를 실시하도록 하는데 동의한다.

## 제9조 (언 어)

본 시행약정은 한글본과 영어본을 각기 2부씩 작성하며, 각각의 원문은 동일하다.

## 제10조 (발효, 검토, 수정, 종결)

1. 본 시행약정은 아래 최종 서명일에 서명함으로 발효한다.
2. 양측은 매년 6월 30일에 본 시행약정을 검토한다.
3. 본 시행약정은 양측의 서면 동의에 의해 언제든지 수정 또는 개정할 수 있다.
4. 양측은 상호동의에 의해 또는 어느 한쪽이 180일 이전에 다른 한쪽에 서면으로 종결을 통보함으로써 본 시행약정을 종결시킬 수 있다. 지불기한을 넘긴 어느 한쪽이 만기가 지난 대금을 지불하지 않는 경우에도, 다른 한 쪽이 본 시행약정을 종결시킬 수 있다.

## 부록문서 4부

가. 상호군수지원 요청/수령서 (설명서 포함)

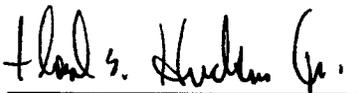
나. 상호군수지원 요청/수령서를 사용한 유류 현물상환 집행절차

다. 한국공군 양식 24-3-65-1

라. 정산 요약서

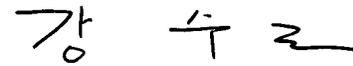
미8군을 대표하여:

대한민국 공군을 대표하여:



플로이드 E. 허드슨 2세  
병기과 중령 (진)  
미8군 군수참모부장

날짜: 17 Nov 00  
대한민국 서울



강 수 근  
한국 공군대령  
군수참모부 보급처장

날짜: 2000. 11. 6  
대한민국 대전

Sample Form USFK Form 209EK (Mutual Logistic Support Order/Receipt Form)

주한미군 양식 209EK (상호군수지원 요청/수령서) 견본

| MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT 상호 군수 지원 표준 요청/수령서<br>(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<br>지원 요청 일자                                   |   |                                      |                            |   |                         |   |                               |                                    |      |   |
| 7. STOCK NUMBER<br>재고번호  | 8. DESCRIPTION (DETAILED DESCRIPTION<br>MAY BE ATTACHED)<br>품목명세(상세한 명세서는 별첨) | 9. UNITS<br>단위                       | 10. QUANT.<br>REQD.<br>요청량 | 11. QUANT.<br>DELIVERED<br>지원량                        | 12. UNIT<br>PRICE<br>단가 | 13. TOTAL<br>AMOUNT                       | 14. ISSUING INDIVIDUAL<br>발출관 |                                    |      |   |
| 1  |   |                                      |                            |   |                         |   | NAME                          | 성명                                 |      |   |
| 2  |   |                                      |                            |   |                         |   | GRADE                         | 계급                                 |      |   |
| 3  |   |                                      |                            |   |                         |   | SIGNATURE                     | 서명                                 | DATE | 날짜  |
| 4  |   |                                      |                            |   |                         |   | ORGANIZATION 소속               |                                    |      |   |
| 5  |   |                                      |                            |   |                         |   |                               |                                    |      |   |
| 6  |   |                                      |                            |   |                         |   |                               |                                    |      |   |
| 7  |   |                                      |                            |   |                         |   |                               |                                    |      |   |
| 15. AUTHORIZING OFFICER<br>승인관   |   | 16. METHOD OF REIMBURSEMENT<br>상환 방법 |                            | 17. SCHEDULE FOR RIK<br>연봉상환 일정                       |                         | 18. TOTAL AMOUNT CLAIMED<br>총 청구액         |                               | 19. PAYABLE TO: 수납처                |      | 20. TO BE FORWARDED TO: 수신처               |
| NAME   |   | CASH<br>현금지불                         |                            | REPLACEMENT-IN-KIND<br>연봉상환                           |                         | AS RECD.<br>분의                            |                               | 21. LIABILITY LIMITATION<br>책임부담제한 |      | 25. AUTHORIZED LENDING OFFICER<br>인가된 대여관 |
| GRADE  |   | REPLACEMENT-IN-KIND<br>연봉상환          |                            | 17. SCHEDULE FOR RIK<br>연봉상환 일정                       |                         | 23. PLACE OF DELIVERY 지원 제공 장소            |                               | NAME                               |      | 성명  |
| SIGNATURE  |   | DATE                                 |                            | 22. RECEIVED, INSPECTION AND ACCEPTED<br>접수, 검사 및 수령자 |                         | 24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호 |                               | GRADE                              |      | 계급  |
| NAME   |   | DATE                                 |                            | 23. PLACE OF DELIVERY 지원 제공 장소                        |                         | 24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호 |                               | SIGNATURE                          |      | 서명  |
| GRADE  |   | DATE                                 |                            | 23. PLACE OF DELIVERY 지원 제공 장소                        |                         | 24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호 |                               | ORGANIZATION                       |      | 소속  |
| SIGNATURE  |   | DATE                                 |                            | 23. PLACE OF DELIVERY 지원 제공 장소                        |                         | 24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호 |                               | DATE                               |      | 날짜  |

USFK FORM 209EK  
1 OCT 92

Edition of 1 Dec 89 is obsolete.

## 상호군수지원 요청/수령서 작성요령

| <u>항 목</u>  | <u>항목 설명</u>                            |
|-------------|---|
| 1. 요청번호     | 공급자 기록사항                                |
| 2. 요청일      |   |
| 3. 요청자      | 요청서 제출자/부대                              |
| 4. 피요청자     |   |
| 5. 시행약정 번호  | USA-RKF-001                             |
| 6a. 자금부호    | 현물상환 거래시 공란처리                           |
| 6b. 지원요망일   | 용역의 경우, 개시일                             |
| 7. 재고번호     | 보급품 고유번호                                |
| 8. 품목명세     | 요약 설명. 용역에 대한 세부사항 및 설명은 별도 첨부가.        |
| 9. 단위       | 갤런, 배럴 등과 같은 불출단위. 보급품 획득 또는 이전에만 해당.   |
| 10. 요청량     |   |
| 11. 지원량     | 불출량                                     |
| 12. 단가      | 품목당                                     |
| 13. 합계      |   |
| 14. 불출관     | 보급품 또는 용역의 불출/제공국 요원                    |
| 15. 승인관     | 보급품 또는 용역의 요청권한을 가진 자                   |
| 16. 상환방법    | 현물상환                                    |
| 17. 현물상환 일정 | 90일을 초과하지 않는 범위내에서 상환 또는 교환이 이뤄질 날짜 명시. |
| 18. 총 청구액   | 제공국 통화로 표시된 전 품목의 총액                    |

- |                 |                                |
|-----------------|--------------------------------|
| 19. 수납처         | 기입불요                           |
| 20. 수신처         | 기입불요                           |
| 21. 책임부담 한계     | 비용이 알려지지 않은 경우는 “초과금지”액        |
| 22. 접수, 검사 및 수령 | 접수국에 의해 보급품 및 용역을 수령하도록 허가된 개인 |
| 23. 인도처         | 상환이 이뤄질 장소 및 부대                |
| 24. 비고/거래부호     | 미 육군만 해당                       |
| 25. 인가된 접수관     | 거래를 인가한 접수국 요원                 |

양식배포: 미8군은 내부절차에 따라 작성 완료된 MLS 요청/수령서 사본을 배포한다.  
최소 배포 소요량은 다음과 같다.

가. 1부는 제공측에 송부한다.

나. 1부는 요청측에 반송한다.

상호군수지원 요청/수령서 (주한미군 양식 **209EK**)를 사용하여  
수령한 유류의 상환 시행절차

| 항 목            | 항목 설명                                 |
|----------------|---------------------------------------|
| 1. 요청번호        | 현물상환이 이뤄진 거래에서 취함.                    |
| 2. 요청일         | 유류 제공일자                               |
| 3. 요청자         | 요청서 제출관/부대                            |
| 4. 피요청자        | 설명 불요                                 |
| 5. 시행약정 번호     | USA-RKF-001                           |
| 6a. 자금부호       | 기입불요                                  |
| 6b. 요청 인도일     | 상환유류가 최초 거래상의 공급자에게 상환된 일자            |
| 7. 재고번호        | 보급품 고유번호                              |
| 8. 품목명세        | 요약 설명. 용역에 대한 세부 목록 및 설명은 별도 첨부가.     |
| 9. 단위          | 갤런, 배럴 등과 같은 불출단위. 보급품 획득 또는 이전에만 해당. |
| 10. 요청량        | 기입불요                                  |
| 11. 지원량        | 상환된 양                                 |
| 12. 단가         | 기입불요                                  |
| 13. 합계         | 기입불요                                  |
| 14. 불출관        | 상환유류 제공국 요원                           |
| 15. 승인관        | 상환을 인가하는 최초 거래상 접수국 요원                |
| 16. 상환방법       | 현물상환                                  |
| 17. 현물상환/교환 일정 | 기입불요                                  |
| 18. 총 청구액      | 기입불요                                  |

- |                 |  |
|-----------------|--|
| 19. 수납처         | 기입불요   |
| 20. 수신처         | 기입불요   |
| 21. 책임부담 한계     | 기입불요   |
| 22. 접수, 검사 및 수령 | 제공국에 의해 유류의 접수, 검사 및 수령이 인가된 개인                          |
| 23. 인도처         | 상환 장소 및 부대   |
| 24. 비고/거래부호     | (일자)에 (장소)로부터 수령한 (JP8, 디젤, 휘발유) 현물상환 기입                 |
| 25. 인가된 접수관     | 최초 거래상의 상환을 받기로 되어 있는 제공국을 대신하여 보금품 또는 용역을 수령할 권한이 있는 요원 |

양식배포: 미8군은 내부절차에 따라 작성 완료된 MLS 요청/수령서 사본을 배포한다. 최소 배포 소요량은 다음과 같다.

가. 1부는 제공측에 송부한다.

나. 1부는 요청측에 반송한다.



|        |        |
|--------|--------|
| 15. 수량 | 상환된 수량 |
| 16. 단가 | 기입불요   |
| 17. 총액 | 기입불요   |

양식배포: 한국공군은 내부절차에 따라 작성 완료된 한국공군 양식 24-3-65-1의 사본을 배포한다. 최소 배포 소요량은 다음과 같다.

가. 1부는 제공측에 송부한다.

나. 1부는 요청측에 반송한다.

분기별 정산 요약서 ( \_\_\_\_\_ 년 \_\_\_\_ 월 **20**일 현재)  
 갯런으로 표시된 수량

미8군이 한국에 제공

| 품목  | 한국에 제공 | 한국으로부터 수량 | 이전 잔량 | 누계 |
|-----|--------|-----------|-------|----|
| 디젤  |        |           |       |    |
| 휘발유 |        |           |       |    |
| JP8 |        |           |       |    |

한국이 미8군에 제공

| 품목  | 미8군에 제공 | 미8군으로부터 수량 | 이전 잔량 | 누계 |
|-----|---------|------------|-------|----|
| 디젤  |         |            |       |    |
| 휘발유 |         |            |       |    |
| JP8 |         |            |       |    |

본 요약서는 사실이며 틀림이 없음을 증명함. 주한미군 양식 209EK 및 한국공군 양식 24-3-65-1을 별첨함.

\_\_\_\_\_  
 미8군 관리관

\_\_\_\_\_  
 한국공군 관리관

Mutual Logistics Support Agreement  
Implementing Arrangement USA - RKF - 001  
Concerning  
Transfer of and Replacement - In - Kind  
of JP4, JP8, Diesel and MOGAS Fuel  
Between  
Eighth United States Army  
and  
Republic of Korea Air Force

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 Government of the United States of America and the Government of the Republic of Korea dated 8 June 1988 as amended and is subject to all other provisions of that agreement.

Article II - Purpose

The purpose of this arrangement is to establish procedures and the responsibilities for transfer and Replacement-In-Kind of JP4, JP8, Diesel and Mogas fuels between Eighth United States Army and Republic of Korea Air Force. This Implementing Arrangement does not include packaged fuels or lubricants.

Article III - Primary Administrators

1. ROKAF

Republic of Korea Air Force Headquarters  
Director, Materiel Management, Logistics  
Taejon, Korea  
Telephone : 042 - 552 - 4230

2. BUSA

Eighth United States Army

Assistant Chief of Staff, G-4

Chief, Materiel Support Division

ATTN : EADJ-MS-S

APO AP 96205-0009

Telephone : 723-4408

3. Supplementary or additional administrators at the unit level may be designated by the parties at their own discretion to assist in the administration of this IA.

#### Article IV - General Terms And Conditions

1. 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.
2. The MLS Order/Receipt(USFK Form 209EK) and ROKAF Form 24-3-65-1 will be used to document support provided and received as outlined in this IA.
3. Equipment or services may not be retransferred to a third Party (or agent thereof) unless approved in writing by a representative of the issuing government.
4. This IA may be used to satisfy only mission essential requirements. It may also be used during exercise and contingencies.

#### Article V - Specific Responsibilities

1. A request for fuel under this agreement will be initiated as follows :
  - a. When requesting fuel support, The EUSA will prepare a Mutual Logistic Support Order/Receipt (USFK Form 209EK) and the ROKAF will prepare a ROKAF Form 24-3-65-1 completed IAW Annex A and C. The MLS Order/Receipt and the ROKAF Form 24-3-65-1 will be used by the parties to execute the transfer of services IAW the terms of this IA and conditions contained herein. In the event USFK Form 209EK and ROKAF Form 24-3-65-1 are not available to record transactions, a national service substitute may be used.

- b. The USFK Form 209BK and the ROKAF Form 24-3-65-1 will be forwarded to the Operation Officer or other official designated by their government to accept requests for MLS at the Airfield listed in Article V, paragraph 3 below, from which the fuel support is desired.
  - c. Airfield Operation Officer or other designated official will respond expeditiously to requests from the other party for fuel support. If the requested support cannot be provided, the request will be returned to the other party with a statement that the support cannot be provided. If the requested support can be provided, the party providing the requested support will make additional entries on MLS Order/Receipt or ROKAF Form 24-3-65-1 and return copies to requesting party in accordance with Annex A and C.
  - d. The procedures of approval for support requesting, and for request accepting will be controlled by each nation's internal laws and regulations.
  - e. Support commitments will be binding when blocks 15 and 25 of the MLS Order/Receipt or when blocks signature of POL attendant and signature of requisitioner are signed. If unforeseen difficulties preclude performance of support, the party requesting support will be notified without delay.
  - f. Any changes, supplementary requests, or additional items of support becoming necessary will be cordinated as soon as possible between ROKAF and EUSA. Such changes will be documented as a modification to the applicable MLS Order/Receipt or ROKAF Form 24-3-65-1 prior to the providing of support.
2. The Eighth United States Army and the Republic of Korea Air Force will ensure that fuels utilized under this agreement conform to the military specifications as stated in Article VI, Paragraph 1. Further, JP4, and JP8 refueling trucks, units or hot fuel points used to service aircraft, shall be equipped with serviceable filter separators.
3. JP4/JP8 Aircraft Servicing locations will be utilized as follows :

| <u>EUSA AIRFIELDS</u> | <u>ROKAF AIRFIELDS</u>     |
|-----------------------|----------------------------|
| H-210, Uijongbu       | K-2, Taegu                 |
| H-220, Tongduchon     | K-1, Kimhae                |
| A-511, Pyongtaek      | K-18, Kangnung             |
|                       | K-99, Sangdong Kotar Range |

Note : At Tongduchon, H-220, a minimum two days prior notification required before receiving fuel. Utilization of other airfields will be accomplished only after prior coordination with unit Aviation Operation Officer or other designated official. Emergency requests for support will be provided on a case-by-case basis.

4. In the event ROKAF requires JP-4 or JP-8 fuel issues at USA airfields outside of the boundaries of the ROK, the USA administrator will be advised of the estimated requirements in advance. This notification shall include the ROKAF aircraft tail numbers, USA base where refueling are requested, date when refueling will be required, and the estimated amount of fuel requested at each location.
5. Diesel and Mogas fuel issue/receipt locations will be established by coordination between administrators.
6. The party receiving support agrees to Replace-In-Kind the JP4, JP8, Diesel and Mogas fuel received from other party.

## Article VI - Repayment

1. The method of payment will be Replacement-In-Kind. Fuel utilized in accordance with this Agreement shall be replaced with the same kind and military specification of fuel, that is JP4 with JP4, JP8 with JP8, Mogas with Mogas and Diesel with Diesel. The following specifications apply :

| <u>Grade of Product</u> | <u>Specification</u> |
|-------------------------|----------------------|
| JP4                     | MIL-T-5624L          |
| JP8                     | MIL-T-83133D         |
| DIESEL                  | MIL-F-16884          |
| MOGAS                   | MIL-G-3056           |

2. Issues and receipts of fuel through Agreement will be documented on USFK Form 209EK or ROKAF Form 24-3-65-1. USFK Form 209EK and ROKAF Form 24-3-65-1 are recognized form upon which monthly summaries of fuel transactions will be based. Upon mutual approval of balances by the primary administrators, fuel replacement will be scheduled. Processing procedures for these forms are at Annex A, B and C.

3. Reconciliation of fuel transactions shall be on a monthly basis utilizing the monthly reconciliation summary sheet at Annex E. Reconciliation should be completed no later than the 20th calendar day of the month following the transaction month. USFK Form 209EK or ROKAF Form 24-3-65-1 will be attached as supporting documents to the monthly reconciliation summary sheet.
4. As much as possible, zero balance on all products should be achieved during the month of August each year to allow EUSA units to fund replacements or obtain credits within the current U.S. Fiscal Year.
5. Replacements will be accomplished at least quarterly. Replacements may be made more frequently if a significant imbalance develops. As used in this Agreement, the term "Significant Imbalance" means that either party owes more than 20,000 US gallons of any one product.
6. The party required to replace fuel utilized pursuant to this Agreement will deliver the replacement fuel to locations as designated and scheduled by the administrators. All costs to include costs for transportation in connection with replacement of fuel utilized in accordance with this agreement shall be borne by the party required to provide Replacement-In-Kind fuel. Replacement will be documented on USFK Form 209EK and ROKAF Form 24-3-65-1.
7. Fuel tanks trucks or rail cars utilized for replacements shall have the contents tested by a qualified military or commercial fuel laboratory to ensure products meet military fuel requirements. After testing, all covers and outlets of tank truck or rail car shall be sealed with a numbered tamperproof seal similar to those normally used by the commercial oil companies and the 19th Support Command. Seal numbers shall be annotated on the laboratory test report, a copy of which shall accompany the shipment.
8. Laboratory testing of replacement fuel may be waived if shipment is direct from commercial refinery stocks conforming to appropriate specifications as stated in Article VI, Paragraph 1. Shipment quality control testing may also be waived if the shipment is direct from any of the petroleum terminals operated and under the control of the 19th Support Command, EUSA. All costs of testing fuels will be borne by the party required to provide Replacement-In-Kind fuel.

## Article VII - Disagreements And Claims

### 1. Executive Agents :

a. The executive agent for the commander, Eighth United States Army for all matters affecting the terms and conditions of this Implementing Agreement will be the Assistant Chief of Staff G-4, EUSA.

b. The executive agent for the Republic of Korea Air Force for all matters affecting the terms and conditions of this Implementing Agreement will be the Director, Materiel management, logistics, Republic of Korea Air Force.

2. Under Article V, paragraph 1 of the United States - Republic of Korea Mutual Logistics Support Agreement, the executive agents agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this Implementing Agreement. 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.

4. Matters not addressed in this IA will be resolved through appropriate channels.

## Article VIII - Audit

Both parties agree to allow their respective audit agencies to perform periodic evaluation of all documents and procedures specified under this agreement.

## Article IX - Language

This IA is executed two originals in the English language and two originals in the Korean language, each text being equally authentic.

## Article X - Entry In Force, Amendments, Termination

1. This IA enters into force when signed by representatives of ROKAF and EUSA. This IA will terminate five years from the effective date.

2. This IA may be amended or revised at any time by mutual written consent of both parties hereto. If either side considers it necessary to discontinue this agreement for compelling national reasons, written notice of termination shall be given to the other side of such decision. This IA will be reviewed by both parties on 30 June each year.

Five (5) Annexes

- A - Mutual Logistics Support Order/Receipt Form (with instructions).
- B - Procedures for Executing an Replacement of Fuel Using the Mutual Logistic Support Order/Receipt Form.
- C - ROKAF Form 24-3-65-1
- D - Definitions
- E - Reconciliation Summary Sheet

FOR EIGHTH UNITED STATES ARMY :

FOR REPUBLIC OF KOREA AIR FORCE :



BILLY W. SOLOMON

Brigadier General, U.S. Army  
Assistant Chief Of Staff, G-4  
HQS, Eighth United States Army

Date : 18 March 1994

Seoul, Korea



YU SEUNG YUL

Colonel ROKAF  
Director, Materiel Management, Logistics  
HQS, Republic of Korea Air Force

Date : 1994. 3. 9

Taejon, Korea

LOGICAL LOGISTIC SUPPORT ORDER/RECEIPT 양도 관수 지출 이은 조영/수영서  
(USFK REG 12-15)

|                                |  |   |  |   |  |                                       |  |
|--------------------------------|--|---|--|---|--|---------------------------------------|--|
| 1. REQUEST NUMBER (REQ#)       |  | 2. FISCAL YEAR  |  | 3. IMPLEMENTING ARRANGEMENT NUMBER (ARR#) |  |                                       |  |
| 4. DATE OF REQUEST (REQ#)      |  | 5. FISCAL YEAR  |  | 6. FUND CODE (REQ#)                       |  |                                       |  |
| 7. SIGN NUMBER (REQ#)          |  | 8. ORGANIZATION (ARRANGEMENT DEPARTMENT NAME AS APPLICABLE) (ARRANGEMENT NUMBER (ARR#)) |  | 9. QUANTITY OF GOODS                      |  | 10. UNIT PRICE                        |  |
| 1                              |  |   |  |   |  |                                       |  |
| 2                              |  |   |  |   |  |                                       |  |
| 3                              |  |   |  |   |  |                                       |  |
| 4                              |  |   |  |   |  |                                       |  |
| 5                              |  |   |  |   |  |                                       |  |
| 6                              |  |   |  |   |  |                                       |  |
| 7                              |  |   |  |   |  |                                       |  |
| 13. AUTHORIZING OFFICER (NAME) |  | 16. METHOD OF REIMBURSEMENT (ARR#)  |  | 18. TOTAL AMOUNT CLAIMED (ARR#)           |  | 21. LIABILITY LIMITATION (ARR#)       |  |
| NAME (ARR#)                    |  | CASH (ARR#)   |  | 19. PARALLEL TO: (ARR#)                   |  | 20. TO BE FORWARDED TO: (ARR#)        |  |
| GRADE (ARR#)                   |  | APPOINTMENT (ARR#)  |  |   |  |                                       |  |
| SIGNATURE (ARR#)               |  | 17. SCHEDULE FOR RISK (ARR#)  |  |   |  |                                       |  |
| NAME (ARR#)                    |  | 22. RECEIVED, INSPECTION AND ACCEPTED (ARR#)  |  | 23. PLACE OF DELIVERY (ARR#)              |  | 25. AUTHORIZED LENDING OFFICER (ARR#) |  |
| GRADE (ARR#)                   |  |   |  |   |  | NAME (ARR#)                           |  |
| SIGNATURE (ARR#)               |  |   |  | 24. REMARKS/TRANSACTIONS CODES (ARR#)     |  | SIGNATURE (ARR#)                      |  |
|                                |  |   |  |   |  | ORGANIZATION (ARR#)                   |  |

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- |   |   |
|---|---|
| 17. Schedule for RIK/Exchange           | Specify the date when replacement or exchange will be made.<br>not to exceed 90 days. |
| 18. Total amount claimed                | Total of all items in the currency of supplying nation.                               |
| 19. Payable to                          | Leave blank.  |
| 20. To be forwarded to                  | Leave blank   |
| 21. Liability Limitation                | If a cost is not known, this is the "not to exceed" (NTE) amount.                     |
| 22. Received, Inspected<br>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<br>codes        | Codes are for U.S. Army use only.   |
| 25. Authorized Receiving<br>Officer     | Official of receiving nation who authorized the transaction.                          |

Distribution of Forms : EUSA 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 supplying Party.
- b. One copy will be returned to the requesting Party.

Procedures For Executing A Replacement of fuel Received Using  
The Mutual Logistic Support Order/Receipt, USFK Form 209EK

EXPLANATION OF ENTRIES

- |                               |   |
|-------------------------------|---|
| 1. Request No.                | Take from the transaction that replacement in kind is being made.                                 |
| 2. Date of Request            | Date that fuel was provided.  |
| 3. From                       | Person/unit submitting request.   |
| 4. To                         | Self-explanatory.   |
| 5. IA Number                  | USA-RKF-001.  |
| 6a. Fund Cite                 | Leave blank.  |
| 6b. Requested Delivery Date   | Date that the replacement fuel is provided back to the supplier in the original transaction.      |
| 7. Stock No.                  | Identification of the supply item.  |
| 8. Description                | Abbreviated description : detailed listing or description of services may be attached.            |
| 9. Units                      | Unit of issue, i.e, gallon, barrel, etc. Applicable only to acquisitions or transfer of supplies. |
| 10. Quantity requested        | Leave blank.  |
| 11. Quantity delivered        | Amount provided as replacement.   |
| 12. Unit price                | Leave blank.  |
| 13. Total unit cost           | Leave blank.  |
| 14. Issuing Individual        | Official of nation who is providing the replacement fuel.   |
| 15. Authorizing Officer       | Official of receiving nation in original transaction who is authorizing the replacement.          |
| 16. Method of Payment         | Replacement-In-Kind (RIK)   |
| 17. Schedule for RIK/Exchange | Leave blank.  |

|   |  |
|---|--|
| 18. Total amount claimed                | Leave blank  |
| 19. Payable to                          | Leave blank  |
| 20. To be forwarded to                  | Leave blank  |
| 21. Liability Limitation                | Leave blank  |
| 22. Received, Inspected<br>and Accepted | Individual authorized by the supplying nation to who<br>replacement is being made to accept, inspect and<br>receive delivery of fuel.                    |
| 23. Place of Delivery                   | Location and unit to which replacement will be made.   |
| 24. Remarks/Transaction<br>Codes        | Enter : Replacement-In-Kind of (JP4, JP8, Diesel,<br>MOGAS Fuel) received from (Location) on (Date)  |
| 25. Authorized Receiving<br>Officer     | Official who has authority to receive supplies or<br>services for the supplying nation in the original<br>transaction to whom replacement is being made. |

Distribution of Forms : EUSA 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 supplying Party.
- b. One copy will be returned to the requesting Party.

|  |   |   |          |                                  |          |          |
|--|---|---|----------|----------------------------------|----------|----------|
| 항공유류 불출 / 반납서  |   | 불출 ( ) ( )<br>ISSUE TURN-IN                 |          | No. 번호                           |          |          |
|  |   | SIGNATURE OF POL ATTENDANT<br>급유자 계급 성명 서명  |          |                                  |          |          |
| REQUISITIONER 신청자<br>( ) A/C ( ) NON A/C<br>항공기 비행장기 |   | AIR FORCE BASE OF POL ATTENDANT<br>급유자 소속기지 |          | DATE 일자                          |          |          |
| A/C (TYPE/MODE/SERIES)<br>항공기 (종류 형태)                | SERIAL No. 일련번호<br>NON-FLYING ISSUE CODE<br>비행장기 급유 | COMMAND 소속사령부명                              |          | REFULER OR HYDRANT No.<br>급유차 번호 |          |          |
| ORGANIZATION 소속부대                                    |   | SIGNATURE OF REQUISITIONER<br>신청자 계급 성명     |          |                                  |          |          |
| COMMAND/COMMERCIAL 소속 상급부대                           |   |   |          |                                  |          |          |
| ADDRESS (NAME OF HOME BASE) 소속기지 주소                  |   | GRADE OF POL 유종류                            | U / I 단위 | Q'TY 수량                          | U / C 단가 | T / C 금액 |
|  |   |   |          |                                  |          |          |
|  |   |   |          |                                  |          |          |

24-3-65-1  
 '84. 6. 1. 승인

190×134 (신문용지 54g/m<sup>2</sup>)  
 (공군교재청 인쇄)

EXPLANATION OF ENTRIES

1. Issue/Turn-in Mark 'X' in appropriate heading.
2. No. Enter document serial number.
3. Requisitioner Mark 'X' in appropriate heading.
4. A/C (type/mode/series) Enter A/C type, model and serial number.
5. Serial No. Enter serial number of equipment (in the event of non-A/C).
6. Organization Enter organization of refueled A/C or equipment.
7. Command/commercial Enter command of refueled A/C or equipment.
8. Address Enter address of refueled A/C or equipment.

- |  |  |
|--|--|
| 9. Signature of POL attendant            | Enter rank, name and signature of POL attendant.       |
| 10. Air Force base of POL attendant/date | Enter Air Force base of POL attendant and issued date. |
| 11. Command/Refueler                     | Enter Command of POL attendant and Refueler number.    |
| 12. Signature of requisitioner           | Enter rank, name and signature of requisitioner.       |
| 13. Grade of POL                         | Enter issued (provided as replacement) grade of POL.   |
| 14. U/I                                  | Unit of issue.   |
| 15. Q'ty                                 | Amount issued (provided as replacement).               |
| 16. U/C                                  | Leave blank.   |
| 17. T/C                                  | Leave blank.   |

Distribution of Forms : ROKAF will distribute copies of the completed ROKAF Form 24-3-65-1 IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are :

- a. One copy will be forwarded to the supplying party.
- b. One copy will be returned to the requesting party.

## DEFINITIONS

EUSA : Eighth United States Army.

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

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.

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.

ROKAF : Republic of Korea Air Force.

ROK MND : Republic of Korea, Ministry of National Defense

USFK : United States Forces, Korea

Monthly reconciliation Summary as of \_\_\_\_\_ 19\_\_\_\_\_  
 Quantities in US Gallons

EUSA Issues to ROK

| PRODUCT | Issues<br>to ROK | Receipts<br>from ROK | Previous<br>balance | Cumulative<br>balance |
|---------|------------------|----------------------|---------------------|-----------------------|
| JP-4    |                  |                      |                     |                       |
| Diesel  |                  |                      |                     |                       |
| MOGAS   |                  |                      |                     |                       |
| JP-8    |                  |                      |                     |                       |

ROK Issues to EUSA

| PRODUCT | Issues<br>to EUSA | Receipts<br>from EUSA | Previous<br>balance | Cumulative<br>balance |
|---------|-------------------|-----------------------|---------------------|-----------------------|
| JP-4    |                   |                       |                     |                       |
| Diesel  |                   |                       |                     |                       |
| MOGAS   |                   |                       |                     |                       |
| JP-8    |                   |                       |                     |                       |

I certify that this summary is true and correct. USFK Form 209EK and ROKAF Form 24-3-65-1 are attached.

\_\_\_\_\_  
 EUSA Administrator

\_\_\_\_\_  
 ROKAF Administrator