

**Mutual Logistics Support Agreement**  
**Implementing Arrangement USF-RKF-004**  
**Concerning**  
**Transfer of and Replacement-in-Kind**  
**of Jet Fuel Between**  
**United States Air Forces Korea**  
**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 Jet Fuels between United States Air Forces Korea

and Republic of Korea Air Force. This Implementing Arrangement does not include packaged fuels or lubricants. This IA supersedes Memorandum of Understanding FB52CX-MOUI-2011 between The United States Air Force and The Republic of Korea Air Force Concerning Jet Fuels Replacement-in-Kind, dated 31 Oct 88 and all its Amendments.

### **ARTICLE III - PRIMARY ADMINISTRATORS**

1. ROKAF: Authority to place orders and receive support under this arrangement is delegated to:

Republic of Korea Air Force  
Director of Management, Logistics  
Republic of Korea Air Force Headquarters  
Tae Jon, Korea  
Telephone: 772-920-4210

ROKAF, Director of Management, Logistics may appoint in writing those individuals authorized to initiate and accept orders under this IA.

2. USAFK: Authority to place orders and receive support under this arrangement is delegated to:

United States Air Forces Korea  
Director of Logistics, Chief, Fuels Management  
ATTN: 7AF/LG Unit 2047 APO AP 96278-2047  
Telephone: 784-2223

Director of Logistics may appoint in writing those individuals authorized to initiate and accept orders under this IA.

3. Appointment letters will state that 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 appointment letters will be provided to United States

Air Forces Korea, ATTN: LGSF, UNIT 2047, APO AP 96278-2047 and HQ ROKAF, ATTN: ROKAF, Director of Management, Logistics, Tae Jon, Korea.

4. Appointed ordering officers are empowered to initiate and accept orders.

#### **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. 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.

#### **ARTICLE V - SPECIFIC RESPONSIBILITIES**

1. USAFK will:

A. Act as U.S. Administrative Agent to this IA. The U.S. Administrator acts as the central consolidating monitor to effect one countrywide, consolidated USAFK debit/credit balance/replacement with ROKAF. 7AF/LGSF will act as the U.S. Administrator to this IA.

B. Provide and document jet fuel issued to ROKAF aircraft and refueling equipment. Issue quantity will be U.S. gallons as determined by refueling unit/fill stand meters. Minimum information required on each issue document is identified in Attachment 1.

C. Ensure each USAF base fuels officer prepares and maintains a monthly summary (Attachment 2) of issues to ROKAF aircraft/refueling equipment. This summary will be forwarded to the U.S. Administrator not later than 10 calendar days after end of month processing.

D. Provide the ROKAF Administrator with a monthly reconciliation (Attachment 3) summarizing all issues and replacements (USAFK/ROKAF) in accordance with this

IA in determining the debit party. This monthly summary will be signed by both the USAFK and ROKAF administrators.

E. Provide 51 FW/LGSF with one copy of each ROKAF issue document and the signed reconciliation summary for processing.

F. Locations which make multiple daily non-aircraft issues to ROKAF will consolidate all transactions on Attachment 4, Record of Replacement-In-Kind Non-Aircraft Issues in lieu of using individual AF Form 1995/USFK Form 209EK. One consolidated daily AF Form 1995/USFK Form 209EK will be completed matching the total quantity reflected on Attachment 4. All documentation will be signed by both USAFK and ROKAF representatives and one copy of each forwarded to the USAFK Administrator.

2. ROKAF will:

A. Act as ROK Administrative Agent to this IA. HQ ROKAF/LOM will act as the ROKAF Administrator to this IA.

B. Provide and document aviation fuel issued to USAFK aircraft and refueling equipment. Issue quantity will be in U.S. gallons as determined by refueling unit/fill stand meters. Minimum information required on each issue document is identified in attachment 1.

C. Document issues on ROKAF Forms 24-3-65-1. One copy of the issue document will be provided to the individual signing for the fuel.

D. Each ROKAF base fuels officer will forward 2 copies of each issue document to the ROKAF Administrator.

E. Locations which make multiple daily non-aircraft issues to USAFK will consolidate all transactions on Attachment 4 in lieu of using individual ROKAF Forms 24-3-65-1.

3. The United States Air Forces Korea and the Republic of Korea Air Force will ensure that fuels utilized under this IA conform to the military specifications as stated in Article VI, paragraph 1. Further, jet refueling trucks, units or hot fuel points used to service aircraft, shall be equipped with serviceable filter separators.
4. All USAFK/ROKAF airfields within the boundaries of the Republic of Korea will be available to support mutual jet fuel refueling during contingencies, exercises, and aircraft cross-servicing under this IA.
5. In the event ROKAF requires jet fuel issues at USAF airfields outside of the boundaries of the Republic of Korea, the USAFK Administrator will be advised of the estimated requirement at least 30 days in advance. This notification shall include the ROKAF aircraft tail numbers, USAF base(s) where refueling(s) are requested, date(s) when refueling(s) will be required, and the estimated amount of fuel requested at each location.
6. The party receiving support agrees to Replace-In-Kind the jet fuel received from other party. Further the receiving party agrees that as to fuel which has not been replaced by 31 December following the annual reconciliation, the MLS transaction will be deemed reimbursable and governed by Mutual Logistics Support Agreement between the Government of the United States of America and the Government of the Republic of Korea as modified by Article VI, paragraph 9. Price of the fuel provided will be established based upon the date the Replacement-In-Kind was to have taken place.

#### **ARTICLE VI - FUNDING AND REPAYMENT**

1. The method of payment will be Replacement-In-Kind. Replacement quantities will be determined from shipping documents as verified by joint (USAF/ROKAF) gauge readings corrected to 60 degrees Fahrenheit/15.6 degrees centigrade (replacement quantities received by rail car will be the quantity shipped at 60 degrees Fahrenheit as annotated on the DD Form 250). The debit party will bear the handling loss.

The following specifications apply:

**GRADE OF PRODUCT SPECIFICATION**

**JP4 MIL-T-5624L**

**JP8 MIL-T-83133D**

2. Issues and receipts of fuel through this IA will be documented on AF Form 1995/USFK Form 209EK. AF Form 1995/USFK Form 209EK are the recognized forms upon which monthly summaries of fuel transactions will be based.
3. Reconciliation of fuel transactions shall be on a quarterly basis utilizing the reconciliation summary at Attachment 2. Reconciliation should be completed no later than the 20th calendar day of the month following the last transaction month of the previous quarter. AF Form 1995/USFK Form 209EK will be attached as supporting documents to the quarterly reconciliation summary report.
4. If, as a result of the monthly or quarterly reconciliations, it becomes apparent that a significant imbalance is developing, the administrators will attempt to reduce the imbalance by appropriate scheduling of refueling activities. As used in this IA, the term "Significant Imbalance" means that either party owes more than 420,000 U.S. gallons of any one product.
5. At the time of the quarterly reconciliation for the quarter ending 30 June, the administrators will also conduct a reconciliation of all transactions for the year ending 30 June. Debits/credits for the year will be reduced to a zero balance through deliveries of replacement fuel, or through appropriate scheduling of refueling activities, not later than 31 August. Issues/receipts of fuel repayed in the year after 30 June which are used to repay debits/credits from the preceding year (prior to 30 June) will not be included in the reconciliation for the next year. For example, if USAFK owes ROKAF 100,000 gallons of fuel for the year ending 30 June 1994, and pays that debit through delivery of replacement fuel or through refueling activities in August 1994, that repayment will not be included in the reconciliation for the year ending 30 June 1995.

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 administrators. All costs to include costs for transportation in connection with replacement of fuel utilized in accordance with this IA shall be borne by the party required to provide Replacement-In-Kind fuel.
7. Fuel tank trucks or rail cars used 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 the tank truck or rail car shall be sealed with a numbered tamperproof seal similar to those normally used by the commercial oil companies. 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 United States Air Forces Korea. All costs of testing fuels will be borne by the party required to provide Replacement-In-Kind fuel.
9. Conversion to a reimbursable transaction. If replacement fuel due from the annual reconciliation is not received by 31 December of the year in which the annual reconciliation is made, the credit party will submit invoices to the debit party for the replacement fuel not received. Invoices will be paid within 90 days. In the price of fuel provided under this IA, the credit party will charge the same price it charges its own forces for identical logistics support, supplies, or services as of the date the replacement fuel was to have been provided to the credit party (i.e., 31 August). All other provisions of price determination and payment as contained in the Mutual Logistics Support Agreement between the Government of the United States of America and the Government of the Republic of Korea apply.

## **ARTICLE VII - DISAGREEMENT**

### **1. Executive Agents:**

A. The executive agent for the Commander, United States Air Forces Korea for all matters affecting the terms and conditions of this IA will be the 7AF Director of Logistics.

B. The executive agent for the Republic of Korea Air Force for all matters affecting the terms and conditions of this IA will be the Director of 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 IA. Resolution will be by negotiation and will not be referred to an international tribunal or third party for settlement.

3. 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, and agreed amendments thereto shall be bilingual (Korean and English) and both language texts are equally authentic.

## **ARTICLE X - ENTRY IN FORCE, AMENDMENTS, TERMINATION**

1. This IA will enter into force when signed by representatives of ROKAF and USAFK and will remain in force for six years. The IA may be terminated by mutual agreement or by either party giving 30 days advance notice in writing to the other party.

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

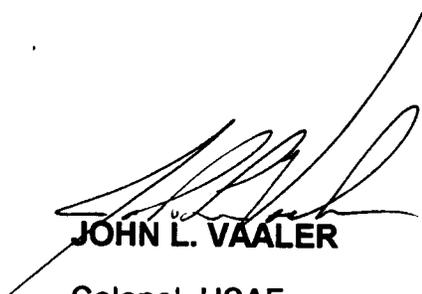
3. Should this IA be terminated in whole or part, the Director of Management, Logistics, ROKAF, and the 7AF Logistics Directorate will provide each other a detailed bill reflecting costs incurred or to be incurred as of the date of termination. Reimbursement or Replacement-In-Kind shall be effected in accordance with the procedures set out in paragraph 4, Article III of the MLSA.

**SIX (6) ATTACHMENTS:**

- 1 - Minimum Issue/Defuel Document Information
- 2 - Reconciliation Statement
- 3 - USAFK/ROKAF RIK Reconciliation Schedule
- 4 - Record of Replacement-In-Kind Non-Aircraft Issues
- 5 - ROKAF Form 24-3-65-1
- 6 - USFK Form 209EK

**FOR UNITED STATES AIR FORCES KOREA:**

**FOR REPUBLIC OF KOREA AIR FORCE**



**JOHN L. VAALER**

Colonel, USAF

Director of Logistics, 7 AF

United States Air Forces Korea

Place: OSAN

Date: 29 June 95



**YU, SEUNG YUL**

Colonel, ROKAF

Director of Management, Logistics

Republic of Korea Air Force

Place: Tae Jon

Date: 95.6.22

ATTACHMENT ONE  
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MINIMUM ISSUE/DEFUEL DOCUMENT INFORMATION  
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(To be Written in English)  
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1. Type of Fuel.
2. Quantity Issued/Defueled in U.S. Gallons.
3. Aircraft Serial Number
4. Type of Aircraft.
5. Home Station of Aircraft and the Last Three-Digits of the Wing to Which Aircraft is Assigned.
6. Command Aircraft Assigned.
7. Issuing Base.
8. Organization Refueling Vehicle Assigned.
9. Signature of Refueling Unit Operator.
10. Printed Name and Grade of Recipient.
11. Signature of Recipients.
12. Date of Issue/Defuel.

ATTACHMENT TWO

MONTHLY RECONCILIATION STATEMENT

USAF/ROKAF ISSUING ORGANIZATION/BASE \_\_\_\_\_

SUPPORTED ORGANIZATION \_\_\_\_\_

MONTH \_\_\_\_\_

GRADE OF FUEL \_\_\_\_\_

1. USAF ISSUES TO ROKAF \_\_\_\_\_
2. ROKAF ISSUES TO :
  - a. USAF \_\_\_\_\_
  - b. FAA \_\_\_\_\_
  - c. TOTAL \_\_\_\_\_
3. USAF BLUK RECEIPTS FROM ROKAF (REPAYMENTS) \_\_\_\_\_
4. ROKAF BULK RECEIPTS FROM USAF (REPAYMENTS) \_\_\_\_\_

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USAF FUELS MGT OFFICER

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ROKAF FUELS MGT OFFICER

ATTACHMENT THREE

USAF/ROKAF RIK RECONCILIATION SCHEDULE

GRADE OF FUEL \_\_\_\_\_ MONTH \_\_\_\_\_

BASE (K-SITE)	US ISSUES TO ROKAF	ROKAF ISSUES TO U.S.	US REPAYMENTS TO ROKAF	ROKAF REPAY- MENTS TO U.S.	NET FUEL TO(ROKAF) US DURING MONTH
TOTAL					

\* IF NET POSITION REFLECTS USAF ISSUED OR REPAID MORE FUEL TO ROKAF THEN ENTER QUANTITY IN ( )



ATTACHMENT FIVE

항공유류 불출 / 반납서

항공유류 불출/반납서		( 불출 ) ( 반납 ) ISSUE TURN-IN		No. 번호
REQUISITION 신청자 ( ) A/C ( ) NON A/C 항공기 비행공기		SIGNATURE OF POL ATTENDANT 급유자 계급 성명 서명		DATE 일자
A/C(TYPE/MODE/SERIES) 항공기(종류형태)		AIR FORCE BASE OF POL ATTENDANT급유자 소유기지		
ORGANIZATION 소속부대		COMMAND 소속사령부명		REFULER OR HYDRANT NO. 급유차 번호
COMMAND/COMMERCIAL 소속 상급부대		SIGNATURE OF REQUISITIONER 신청자 계급 성명		
ADDRESS(NAME OF HOME BASE) 소속기지 주소				
GRADE OF POL 유종	U/I 단위	Q'TY 수량	U/C 단가	T/C 금액

## EXPLANATION OF ENTRIES

- |   |  |
|---|--|
| 1. Issue/Turn-in                            | Mark " X " in appropriate headings.                            |
| 2. No                                       | Enter document serial number.                                  |
| 3. Requisitioner                            | Mark " X " in appropriate headings.                            |
| 4. A/C (type/mode/series)                   | Enter A/C type, model and serial number.                       |
| 5. Serial No                                | Enter serial number or equipment<br>(in the event of non-A/C). |
| 6. Organization                             | Enter organization of refueled A/C of 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<br>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 (provide 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 MOUI. Minimum distribution requirements are :

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

1. FUEL OWED TO (USAF) (ROKAF) FIRST DAY OF MONTH \_\_\_\_\_

2. NET FUEL TO (USAF) (ROKAF) DURING MONTH \_\_\_\_\_

3. FUEL OWED TO (USAF) (ROKAF) LAST DAY OF MONTH \_\_\_\_\_

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USAF RIK ADMINISTRATOR

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ROKAF RIK ADMINISTRATOR