

**MUTUAL LOGISTICS SUPPORT AGREEMENT**

**IMPLEMENTING ARRANGEMENT USG-RKG-001**

**BETWEEN**

**UNITED STATES FORCES KOREA**

**AND**

**REPUBLIC OF KOREA MINISTRY NATIONAL DEFENSE**

**CONCERNING**

**SUBSISTENCE SUPPORT TO CERTAIN ROK/USFK PERSONNEL**

**Mutual Logistics Support Agreement**  
**Implementing Arrangement USG-RKG-001**  
**Between**  
**United States Forces Korea**  
**and**  
**Republic of Korea Ministry National Defense**  
**Concerning**  
**Subsistence Support to Certain ROK/USFK Personnel**

**Article I - Authority**

This document is an Implementing Arrangement (IA) based on 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 purposes of this general IA are to: Establish procedures and the responsibilities for certain ROK military/civilian personnel and US forces military/civilian personnel to receive meals on the same basis as their supplying party, and whereby reimbursement for food cost and surcharges are to be made to the supplying party through prescribed billing procedures, and by individual cash payment. Subsistence support for KATUSAs to include ROKA NCOs assigned to USFK units as KATUSA staff is a US government responsibility and is specifically addressed in EUSA regulations. US support to the ROK contingent to the UNC Honor Guard is addressed in a separate agreement.

## **Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

This document supersedes the Memorandum of Agreement Between Assistant Chief of Staff, J4 Headquarters USFK Representing the Commander USFK and Director, Logistics Bureau, MND Representing Minister of National Defense, ROK (MND) Concerning Subsistence to Certain ROK Personnel, dated 4 August 1989.

### **Article III - Implementation Authority and Designation of Ordering/Accepting Individuals**

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

Director, Logistics Bureau of ROK MND  
ATTN: Supply Division  
Seoul, Korea.  
Telephone: 748-5722 or commercial 99-748-5722

Logistics Bureau of ROK MND, Chief Supply Division will appoint in writing those individuals authorized to initiate and accept orders under this IA. This appointment authority may be delegated to each of the ROK MND military services headquarters and/or other agencies as deemed appropriate by Logistics Bureau of ROK MND.

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

Headquarters, United States Forces Korea  
Assistant Chief of Staff, J4  
ATTN: FKJ4-MS-SF  
APO AP 96205-0010  
Telephone: 723-4457/4451 or commercial 02-7913-4457/4451

USFK, ACofS, J4, Chief, Materiel Support Division will appoint in writing those individuals authorized to initiate and accept orders under this IA.

3. Appointment letters will state that the authority is the USG-RKG 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 HQ, USFK, ACofS, J4, ATTN: FKJ4-MS-SF, UNIT #15237, APO AP 96205-0010 and Director, Logistics Bureau of ROK MND ATTN: Supply Division, Seoul 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).

## **Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

### **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 will be used to document support provided and received as outlined in this IA.
3. The subsistence support 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. When a unit of the party requiring subsistence support is under time constraints that do not permit prior written approval of the requesting party's final authority, ROK units will get telephonic approval from MND logistics Bureau and US units will get telephonic approval from USFK Materiel Support Division by providing the following information: Unit that is seeking subsistence support, number of personnel to be fed, and duration of the subsistence support required. The authority of the requesting party to place orders designated in Article III of this IA will notify the authority of the supplying party that the support for subject meals can be billed to the receiving party. The authority for accepting orders will provide the supporting unit authorization to provide the food services.
2. Billing procedures are as follows:
  - a. The party requesting subsistence support will prepare a Mutual Logistic Support Order/Receipt (USFK FORM 209EK) IAW Annex A. The MLS Order/Receipt will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.
  - b. The USFK Form 209EK will be forwarded to the supplying party's authority for receiving orders as specified in Article III of this IA.
  - c. The supplying party's authority for accepting orders will respond expeditiously to requests from the other party for subsistence 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 in accordance with Annex A and return copies to requesting party.

## **Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

d. The procedures to approve support requests and to accept support requests/provide support will be controlled by each nation's internal laws and regulations.

e. Support commitments will be effective when blocks 15 and 25 of the MLS Order/Receipt 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 coordinated as soon as possible between the authorities of the requesting and supplying parties. Such changes will be documented as a modification to the applicable MLS Order/Receipt prior to providing that additional support.

g. Once the transaction is complete one copy of the completed USFK Form 209EK will be forwarded to both HQ, USFK, ATTN: FKJ4-MS-SF, UNIT #15237, APO AP 96205-0010 and ROK MND Logistics Bureau, ATTN: Supply Division, Seoul Korea.

3. All personnel authorized to use the supplying party's dining facilities will be instructed to show appropriate identification upon entry into the dining facility, and sign the Cash Meal Payment Sheet (DD Form 1544), or Signature Head Count Sheet (DA Form 3032), or Dining Hall Signature Record (AF Form 1339) or Meal Signature Record (NAVSUP Form 1291) or applicable headcount form prior to entering the serving line.

4. Individuals who fail to comply with regulations and policies issued with regard to this subject will be denied subsistence support.

### **ARTICLE VI - FUNDING AND REIMBURSEMENT**

1. Reimbursement for support rendered:

a. The receiving party will reimburse the supplying party in supplying party's currency the costs of the subsistence support, an amount agreed upon by the Parties at the time the MLS Order/Receipt Form (USFK FORM 209EK) is prepared.

b. Each party's collecting office/paying office is as follows:

(1) The USFK collecting and paying office is Centralized Pay and Accounting, 175th Theater Finance Command, ATTN: EAFC-CPA-AOO, Unit #15300, APO AP 96205-0073

(2) The ROK collecting and paying office is ROK Army Central Finance Accounting Group, Seoul, Korea.

c. Orders will not be initiated or implemented by either Party unless funds are available.

## **Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

d. Any transfer may not exceed current fiscal year (FY) ceiling authorization of either Party.

### **2. MLS Order/Receipt Form:**

a. The party requesting subsistence support will prepare a Mutual Logistic Support Order/Receipt (USFK FORM 209EK) IAW Annex A. The MLS Order/Receipt will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.

b. The USFK Form 209EK will be forwarded to the supplying party's authority to accept/receive orders as specified in Article III of this IA.

c. The subsistence support supplying party will indicate the proper collection office in block 19. The requesting party's paying office will make payment within 30 days upon receipt of the invoice with attached MLS Order/Receipt Form made payable in supplying party's currency to the organization/account stated in the invoice. In the event that the invoice is not paid within 30 days, the invoice will be referred to the executive agents of both parties for resolution.

3. Pricing will be IAW Article III, paragraph 4 of the USG-RKG MLSA.

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

5. Both Parties will maintain records of all transactions.

## **Article VII - Disagreements**

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

a. The executive agent for the Commander, United States Forces Korea, for all matters affecting the terms and conditions of this Implementing Arrangement will be the Assistant Chief of Staff, J4, USFK.

b. The executive agent for the Republic of Korea Ministry of National Defense for all matters affecting the terms and conditions of this Implementing Arrangement will be the Director, Logistics Bureau, Republic of Korea Ministry of National Defense.

2. Under Article V, paragraph 1 of the United States Government and 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 Arrangement. 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.

**Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

**Article VIII - 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 IX - Entry In Force, Amendments, Termination**

1. This IA enters into force when signed by representatives of MND and USFK and will remain in force until 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 Implementing Agreement be terminated in whole or part, the Director of Logistics Bureau MND, and the Assistant Chief of Staff J-4, USFK 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.

**Three (3) Annexes:**

- A - Mutual Logistics Support Order/Receipt Form (with Instructions).
- B - Limitations on the Scope of Mutual Logistics Support.
- C - Definitions

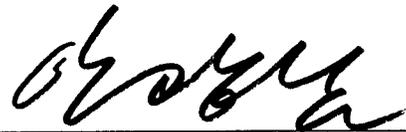
**FOR UNITED STATES FORCES KOREA**

**FOR MINISTRY NATIONAL DEFENSE**



MARIO F. MONTERO, JR.  
Brigadier General, USA  
Assistant Chief of Staff, J-4

Date: 16 Aug 95  
Seoul, Korea



AHN, KWANG NAM  
Major General, ROKA  
Director, Logistics Bureau, MND

Date: 16 AUG '95  
Seoul, Korea

**Annex A to Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

**Mutual Logistics Support Order/Receipt Form (With Instructions).**

**EXPLANATION OF ENTRIES**

- |                               |  |
|-------------------------------|--|
| 1. Request No.                | Inserted by requiring activity.  |
| 2. Date of Request            | Requisition date.  |
| 3. From                       | Person/unit submitting request.  |
| 4. To                         | Self-explanatory. (Supporting activity)                                      |
| 5. IA Number                  | USG-RKG-001.   |
| 6a. Fund Cite                 | TBA.   |
| 6b. Requested Delivery Date   | Self-explanatory. (period of support)  |
| 7. Stock No.                  | N/A  |
| 8. Description                | Meals (Breakfast, Lunch, Dinner or Night meals)                              |
| 9. Units                      | Meal   |
| 10. Quantity requested        | Number of meals requested.   |
| 11. Quantity delivered        | Number of meals provided   |
| 12. Unit price                | Cost of meal/surcharge.  |
| 13. Total                     | Total cost of meals.   |
| 14. Issuing Individual        | Official of supplying nation who issues/provides the subsistence or service. |
| 15. Authorizing Officer       | Official who has authority to requisition supplies or services.              |
| 16. Method of Payment         | Cash or government check.  |
| 17. Schedule for RIK/Exchange | Leave Blank  |
| 18. Total amount claimed      | Total of all items in the currency of supplying nation.                      |

**Annex A to Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

19. Payable to Centralized Pay & Accounting, 175th Theater Finance Command, Unit #15300, ATTN: EAFC-CPA-AOO, APO AP 96205-0073 (For support provided by US to ROK personnel).  
ROK Army Central Finance Accounting Group, Seoul, Korea (For support provided by ROK to US Forces personnel)
20. To be forwarded to HQ USFK, Assistant Chief of Staff, J4, ATTN: FKJ4-MS-SF, Unit #15237, APO AP 96205-0010 (For support provided by US to ROK personnel).  
Director, Logistics Bureau of ROK MND ATTN: Supply Division, Seoul, Korea (For support provided by ROK to US Forces personnel).
21. Liability Limitation N/A
22. Received, Inspected and Accepted N/A
23. Place of Delivery Location and unit where subsistence will be received.
24. Remarks/Transaction Codes Name of exercise/mission.
25. Authorizing Lending Officer Official of supplying nation authorized the transaction.

**Distribution of Forms:** 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 supplying Party.
- b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to HQ USFK, J4, ATTN: FKJ4-MS-SF, UNIT #15237, APO AP 96205-0010.
- d. One copy will be forwarded to Director, Logistics Bureau of ROK MND, ATTN: Supply Division, Seoul, Korea.

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

1. REQUEST NUMBER 요청번호 ROKDCSLOG 0001		3. FROM: 요청자 LTC Choi/Subsistence Officer, ROK DCSLOG		5. IMPLEMENTING ARRANGEMENT NUMBER 시행 약정 번호 USG-RKG-001	
2. DATE OF REQUEST 요청일 May 9, 1995		4. TO: 피요청자 HQ USFK/USA, APO AP 96205-0010 ATTN: FKJ4-MS-SF, APO AP 96205-0010		6b. DATE OF REQUESTED DELIVERY (100 troops daily) 지원 요청 일자 Lunch 10 May - Dinner 19 May 95	
6a. FUND CITE 자금부호		7. STOCK NUMBER 재고번호		14. ISSUING INDIVIDUAL 발급관 NAME 성명 JAMES BOND GRADE 계급 SFC	
8. DESCRIPTION (DETAILED DESCRIPTION MAY BE ATTACHED) 품목명서(상세한 설명)		9. UNITS REQD. 요정량		12. UNIT PRICE 단가	
11. QUANT. DELIVERED 지원량		13. TOTAL QUANT. 총액		15. AUTHORIZING OFFICER 승인관	
1	Breakfast	Meal 900	900	\$0.95	\$855.00
2	Lunch	Meal 1,000	1,000	\$1.90	\$1,900.00
3	Dinner	Meal 1,000	1,000	\$1.90	\$1,900.00
4	Night Meal	Meal 0	0	\$2.60	0
5					
6					
7					
16. METHOD OF REIMBURSEMENT 상환 방법		16. TOTAL AMOUNT CLAIMED 총 청구액		21. LIABILITY LIMITATION 책임 부담제한	
CASH 현금 NAME 성명 Choi, Kyu Sam GRADE 계급 LTC		AGREED 동의		34th Support Group	
GOV'T CHECK 정부지출 Gov't Check REPLACEMENT-IN-KIND 교체품 N/A		19. PAY TO: 수납처 CPA, 1st TFC, AITN: EAFC-CPA-AOO Unit #1533, APO AP 96205-0073		N/A	
17. SCHEDULE FOR RIK 변물상환 일정		20. TO BE FORWARDED 수신처 HQ USFK, ACOFS, J4, APO AP 96205-0010 Unit #15237, APO AP 96205-0010		SIGNATURE 서명 DATE 날짜 21 May 95	
22. RECEIVED, INSPECTION AND ACCEPTED 점수, 검사 및 수령자		23. PLACE OF DELIVERY 지원 제공 장소 34th Spt Gp #1 Dining Facility		25. AUTHORIZED LENDING OFFICER 인가된 대여관자	
NAME 성명 N/A		NAME 성명 MICHAEL J. WHITE		GRADE 계급 MAJ, USA	
GRADE 계급 N/A		GRADE 계급 SIGNATURE 서명		DATE 날짜 25 May 95	
SIGNATURE 서명 N/A		ORGANIZATION 소속 HQ USFK/EUSA, ACOFS, J4		ORGANIZATION 소속 HQ USFK/EUSA, ACOFS, J4	
24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호 RSOI 95 EXERCISE					

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

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

**Annex B to Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

**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 C to Mutual Logistics Support Implementing Arrangement USG-RKG-001 between USFK and ROK MND Concerning Subsistence Support for ROK/USFK Personnel**

**DEFINITION OF TERMS**

**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), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and air and seaport services.

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

**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.

**ROK MND:** Republic of Korea, Ministry of National Defense

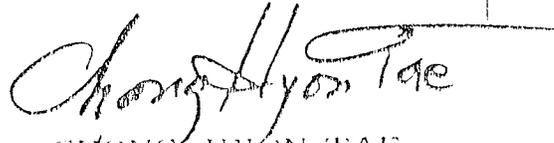
**USFK:** United States Forces, Korea

# CERTIFICATE OF AUTHENTICITY

인 증 서

I certify that the English and Korean texts of the "Mutual Logistics Support Agreement Implementing Arrangement USG-RKG-001 between United States Forces Korea and the Republic of Korea Ministry of National Defense concerning Subsistence Support to Certain ROK/USFK Personnel" are in conformity with each other and that texts have the same meaning in all substantive respects.

본인은 "특정 한국군/주한미군 요원의 급식지원에 관한 대한민국 국방부와 주한미군 간의 상호군수지원협정 시행약정 USG-RKG-001"의 영어 및 한글본이 서로 일치하며 실질적인 점에서 동일한 의미를 가짐을 확인합니다.



CHONG, HYON TAE

정 현 태

KGS-12

군속 12급

Translator, ACoS, J4, USFK/EUSA

주한미군/미8군 군수참모부 민의관