

**Mutual Logistics Support Agreement**

**Implementing Arrangement**

**USG-RKG-018**

**Between**

**United States Forces Korea**

**and**

**Republic of Korea Ministry of National Defense**

**Concerning**

**Mutual Logistics Support During**

**ROK-US Combined Forces Command Exercises**

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**Article I - Authority**

This document is an Implementing Arrangement (IA) based on Article III, paragraphs 2 and 3, 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 IA is to establish procedures and responsibilities concerning the mutual support of logistics support, supplies and services required for carrying out the exercise control functions of the Combined Forces Headquarters during all major combined exercises (TEAM SPIRIT, RSOI, ULCHI FOCUS LENS and FOAL EAGLE) organized by the US-ROK Combined Forces Command.

**Article III - Implementation Authority Designation**

1. MND: Authority to place orders and receive support under this arrangement is delegated to the Director, Doctrine and Training, J3, ROK JCS. The Director, Doctrine and Training, J3, ROK JCS will appoint in writing those individuals authorized to initiate and accept orders under this IA.
2. USFK: Authority to place orders and receive support under this arrangement is delegated to USFK, ACofS, J3. The USFK, ACofS, J3 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 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,

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ACofS, J3, ATTN: Exercise Division and ROK, JCS, J3 ATTN: Exercise Division.

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

## **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 logistics 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 MLS Order/Receipt will be used to document support provided and received as outlined in this IA.
3. Logistics support, supplies and services may not be re-transferred to a third party (or agent thereof) unless approved in writing by a representative of the issuing government.

## **Article V - Responsibilities**

1. Both parties will decide on the support items by taking into consideration the combined exercise schedule, concept, region, size of participating forces, estimated exercise cost, and allocated budget.
2. For each exercise, the Director, Doctrine and Training, J3, ROK JCS and the USFK ACofS, J3, shall conclude a mutual support and reimbursement MOA, an ordering document, setting out the support items, support procedures, reimbursement, and other details related to that exercise no later than 60 days before the beginning of the exercise. Appointed ordering officers will complete the MLS Order/Receipt after the mutual support and reimbursement MOA is signed.
3. After the support items have been decided, the requesting party will prepare a MLS Order/Receipt IAW Annex A, which will be forwarded to the supplying party's authority.

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4. The supplying party's authority will respond expeditiously to requests from the other party. 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 IAW Annex A and return copies to the requesting party.
5. The procedures to approve support requests and to accept support requests will be controlled by each nation's internal laws and regulations.
6. If there is no available budget, the parties will not prepare or implement support requests, and any other support cannot exceed the approved budgets of both parties for the current fiscal year.
7. 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 requesting party will be notified without delay.
8. Any changes, supplementary requests, or additional support items 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.
9. Once the transaction is complete, one copy of the completed MLS Order/Receipt will be forwarded to both HQ, USFK, ACoFS, J3, ATTN: Exercise Division and ROK, JCS, J3 ATTN: Exercise Division.
10. The supplying party will allow the perusal of specific support details and related documentary evidence at all times if a request is made by the requesting party.

### **Article VI - Reimbursement**

1. Both parties must decide on the reimbursement procedure and reimbursement price IAW the MLSA Article III, paragraph 4 before preparing the MLS Order/Receipt.
2. The receiving party will reimburse the supplying party in the supplying party's currency, the amount agreed upon by the parties.
3. Each party's collecting office/paying office is as follows:

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a. USFK: 176th Finance Battalion, ATTN: EAFK-FO-D, APO, AP 96205-0072  
Checks will be made payable to the U.S. Treasurer and will be sent or delivered to the  
Finance Officer. Checks will be annotated with the statement: "For reimbursement of  
CFC expenses incurred by USFK on behalf of ROK forces during exercise 'name of  
exercise'."

b. ROK: Headquarters Commandant, CFC, ATTN: Finance Office

4. Reimbursement will be made within 30 days upon receipt of the invoice 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. But in all cases, the invoice will be settled no later than 12 months after the  
end of the exercise.

5. Article IV (Excluded Charges) of the MLSA will apply to this IA.

6. The 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, J3.

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, Doctrine and Training, J3, ROK JCS.

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 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 negotiation between  
executive agents.

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**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.

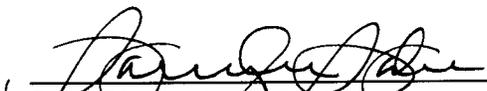
**Article IX - Entry into Force, Amendments, Termination**

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 6 months 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, Doctrine and Training, J3, ROK, JCS and the Assistant Chief of Staff, J3, 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.

**Annex A:**

Mutual Logistics Support Order/Receipt Form.

FOR UNITED STATES FORCES KOREA      FOR MINISTRY OF NATIONAL DEFENSE

  
\_\_\_\_\_  
BARRY D. BATES

Brigadier General, USA  
Assistant Chief of Staff, J4

Date: 10 February 1998  
Seoul, Korea

  
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CHUNG, JOONG MIN

Major General, ROKA  
Director, Logistics Bureau, MND

Date: 1998. 2. 11  
Seoul, Korea

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Mutual Logistics Order/Receipt Form  
 USFK Form 209EK

1. REQUEST NUMBER 요청번호		3. FROM FROM		5. IMPLEMENTING ARRANGEMENT NUMBER 시행 약정 번호	
2. DATE OF REQUEST 요청 일자		4. TO TO		6. DATE OF REQUESTED DELIVERY 요청 일자	
7. STOCK NUMBER 품목번호	8. DESCRIPTION 품목명	9. UNITS 단위	10. QUANTITY 수량	11. UNIT PRICE 단가	12. TOTAL PRICE 총액
13. ISSUING INDIVIDUAL 발급인	14. NAME 성명	15. GRADE 직급	16. SIGNATURE 서명	17. DATE 일자	18. ORGANIZATION 조직
19. METHOD OF REIMBURSEMENT 보상 방법	20. PROPOSED AMOUNT 제안 금액	21. TOTAL AMOUNT CLAIMED 총 청구액	22. PAYABLE TO 지급처	23. TO BE FORWARDED TO 전송처	24. AUTHORIZED LENDING OFFICER 인원
25. RECEIVED, INSPECTION AND ACCEPTED 일수, 검사 및 수령	26. PLACE OF DELIVERY 제출처	27. RECEIPTS/TRANSACTIONS CODES 제출 코드	28. NAME 성명	29. GRADE 직급	30. SIGNATURE 서명
31. DATE 일자	32. NAME 성명	33. GRADE 직급	34. SIGNATURE 서명	35. DATE 일자	36. ORGANIZATION 조직

USFK Form 209EK  
 Edition of 1 Dec 98 is obsolete.