

IMPLEMENTING ARRANGEMENT  
USG-RKG-022  
BETWEEN  
UNITED STATES FORCES KOREA  
AND  
THE REPUBLIC OF KOREA MINISTRY OF NATIONAL DEFENSE  
CONCERNING  
EXPENSE SHARING  
AND  
OPERATIONS MANAGEMENT OF  
THE THEATER AUTOMATED COMMAND AND CONTROL  
INFORMATION MANAGEMENT SYSTEM (TACCIMS)

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. TACCIMS was developed in accordance with the Memorandum of Agreement between the United States Forces Korea and the Ministry of National Defense of the Republic of Korea for the Mutual Participation in the Theater Automated Command and Control Information Management System (TACCIMS), signed 4 May 1987. This IA further implements Article V, paragraph 4, of that agreement.

ARTICLE II - PURPOSE

The parties to this agreement are United States Forces Korea (USFK) and the Republic of Korea Ministry of National Defense (ROK MND). The purpose of this IA is to set out the mechanism by which command and control communications support is provided to the parties and to the ROK-US Combined Forces Command (CFC). This IA establishes expense sharing rules and the procedures and responsibilities related to the sustainment, operation, management, maintenance, and improvements of CFC's primary automated command and control system including Video Teleconference capability (VTC), hereafter referred to as "TACCIMS".

#### ARTICLE III - IMPLEMENTATION AUTHORITY DESIGNATION

1. ROK MND: Authority to place orders and receive support under this IA is delegated to the ROK JCS, J6. The ROK JCS, J6 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 IA is delegated to the 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 applicable laws and regulations. Appointed officers are empowered to sign blocks 15 and/or 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 PROVISIONS

1. Annexes and amendments to this IA are fully binding parts of the IA.
2. If the name "TACCIMS" is changed, this IA will remain in effect and fully binding.
3. The parties are bound by appropriate laws and agreements when contracting for TACCIMS support and therefore will consider both US and ROK companies when soliciting competitive bids.

#### ARTICLE V - RESPONSIBILITIES OF THE PARTIES

1. Mutual responsibilities of USFK and ROK MND.
  - a. Management of TACCIMS is a mutual responsibility of the parties and will be carried out by the CFC staff subject to the approval of the C3. A ROK-US Combined Operations Coordination Committee (COCC) will be formed in accordance with Annex B with the C3 as chairman and decision authority.
  - b. The parties will exchange references, operating instructions, and other information as needed for each party to fully participate in the operation of the system, unless prohibited by other agreements or by law. The mutual exchange of classified information will comply with appropriate regulations and procedures.

c. Each party shall be responsible for facilitating access for all authorized maintenance and/or operations personnel to all buildings, spaces, rooms and other areas under its control containing TACCIMS equipment and/or components thereof, in accordance with appropriate security access regulations.

d. The parties will share information regarding the location and primary users of TACCIMS workstations in order for C6-Information Systems Division (C6-IS) to maintain an accurate count and maintain security and configuration control.

2. Specific responsibilities of USFK.

a. Chief, J6-Information Systems Division (J6-IS), is responsible for the Combined Network Operation Center (CNOC) and the day-to-day operations of TACCIMS.

b. USFK will continue its commitment to the development of an English-to-Hangul Machine Assisted Translation System (MAT, also known as the Hangul-English Support System, or HESS) by the US Defense Advanced Research Program Agency(DARPA). If placed into operation on TACCIMS, MAT/HESS and all operation and maintenance (O&M) expenses associated with it will become a shared responsibility of the parties, subject to the terms of this IA.

c. USFK will be responsible for negotiating and concluding all O&M contracts in support of TACCIMS.

3. Specific responsibilities of the ROK MND.

a. ROK MND will provide personnel to the CNOC in accordance with appropriate CFC manning documents to ensure TACCIMS mission accomplishment. These personnel will possess the technical expertise required to fulfill this support mission.

b. ROK MND will reimburse USFK for its share of specified TACCIMS-related expenses accrued since 1 October 1997 and all future expenses in accordance with this IA.

ARTICLE VI - FUNDING AND EXPENSE SHARING

1. USFK will pay all TACCIMS expenses initially. ROK MND will reimburse USFK for the ROK share of the expenses in accordance with the following provisions of this article and the procedures in Annex C.

2. TACCIMS expenses include:

- a. Leased communications and equipment
- b. Technical training of O&M personnel
- c. O&M contracts, including all user training
- d. Infrastructure component replacement
- e. System upgrades
- f. VTC system, including component replacement and O&M contracts.

3. TACCIMS expenses fall into two general categories: VTC-related and all other. The ROK share of VTC-related expenses will initially be 50 percent but may decrease in future years to not less than 19 percent. The ROK share of all other expenses will be set at 15 percent. ROK operational participation in TACCIMS will be consistent with its share of expenses.

a. ROK share of VTC-related expenses will remain at 50 percent until the ROK begins to assume financial and technical responsibility for its own VTC locations which can occur only after ROK VTC infrastructure becomes interoperable with TACCIMS and meets all SECRET ROK-US security requirements. The six ROK VTC sites are: FROKA, SROKA, TROKA, VII CORPS, NCC Chinhae, and the B1 Bunker.

b. For each ROK-only site converted in accordance with paragraph 3.a. above, the ROK share of VTC-related expenses will be decreased by 5.17 (one-sixth of the difference between 50 and 19 percent) , until the minimum level of 19 percent has been met. In no case will the ROK share of VTC expenses be less than 19 percent.

4. The agreed-upon ROK workstation ratio for US Fiscal Year 1998 (FY98) is equal to 18.55 percent. ROK MND will reimburse USFK a total of \$2,716,045 for the period 1 October 1997 through 30 September 1998 (FY98). Upon execution of this IA, ROK MND will issue an MLS Order/Receipt for TACCIMS support for FY98. ROK MND payments for FY98 TACCIMS services will be made as follows: one-half payable no later than 30 April 1999 and one-half payable no later than 1 October 1999.

5. TACCIMS services to ROK MND were suspended as of 1 October 1998 pending negotiation of this IA. Upon execution of this IA, ROK MND will submit an MLS Order/Receipt for TACCIMS services for a period commencing on that date and ending 1 October 1999. Thereafter, ROK MND will request and USFK will provide TACCIMS support to the ROK in one-year increments from 2 October of each year through 1 October of the following year. The ROK MND request and payment, and the USFK billing, for TACCIMS services will be made in accordance with the following procedures and the instructions detailed in Annex D. The term "quarter," when used below, refers to a quarter of the US Fiscal Year (FY).

a. ROK MND will submit an MLS Order/Receipt to USFK requesting one year of "TACCIMS Support," to begin on 2 October every year. This will be done within 30 days of the first day of support, or no later than 1 November every year.

b. Once the year of support is completed, USFK will bill ROK MND during the first calendar month following the quarter in which the final day of service falls, in accordance with the MLSA. Therefore, because the last day of support falls in the 1st Quarter of the FY, USFK must bill ROK MND no later than 31 January of the following calendar year.

c. ROK MND will have 30 days after receipt of the bill to pay the bill in full. For example, If ROK MND receives the bill on 15 January, full payment is due no later than 14 February. If ROK MND receives the bill on 31 January, full payment is due no later than 2 March.

6: ROK MND has the right to request receipts or other reasonable documentation supporting specific expense amounts claimed on the MLS Order/Receipt.

7. Except for system-wide upgrades, funding for the procurement of new equipment (i.e., workstations, printers, and other peripheral devices) and/or modifications to existing equipment shall be provided by the user (user-purchased equipment). Requests for user-purchased equipment will be submitted on a Requirements Change Request (RCR) to C6-IS for approval and/or action. Users may procure the equipment in either of two ways:

a. Users may provide the necessary funds to C6-IS and have C6-IS procure equipment on their behalf.

b. Users may purchase their own user equipment after obtaining the approval of C6-IS for the exact make, model number, specifications and other requirements of the equipment. Upon receipt of the equipment, users will coordinate with C6-IS for installation and proper hand receipts.

8. Expendable supplies (i.e. paper, toner, office supplies) and/or the costs thereof are the responsibility of the using party or agency.

9. Funding for improvements of current TACCIMS infrastructure, projects designed to improve overall TACCIMS operations, or purchases of replacement equipment for pre-existing locations shall be shared by both parties in accordance with this IA. If expenses for such a project exceed \$1 million, ROK participation in the project is subject to the approval of the ROK JCS J6.

10. TACCIMS is a theater command and control system intended for deployment down to Corps (Wing, Fleet, or Marine Expeditionary Force) level. All expenses associated with the extension of TACCIMS below Corps level, including equipment, installation, and O&M expenses, will be paid for by the unit or party desiring the extension. The unit or party will fund the equipment and installation in accordance with paragraph 7 above. O&M expenses for extensions of TACCIMS below Corps level shall be the responsibility of the unit or party.

#### ARTICLE VII – OWNERSHIP AND HANDLING OF PROPERTY AND DATA

1. For the purposes of accountability and overall system control, all TACCIMS equipment will be maintained on the C6-IS hand receipt with associated sub-hand receipts to the using agencies. C6-IS is the sole agency authorized to configure, grant access for, and load software onto TACCIMS equipment.

2: User-purchased TACCIMS equipment, as described in Article VI, paragraph 7, is considered to be owned solely by the purchasing party or user. However, as long as it is used on the TACCIMS network, it will be subject to all C6-IS controls and restrictions.

3. In the event of dissolution of this IA, final distribution of user-purchased equipment will be at the discretion of the owning party or user. All other TACCIMS equipment is considered partially owned by both parties and final distribution of such equipment will be determined by the COCC in accordance with expense share percentages described in Article VI, paragraph 3.

4. Neither party shall sell, transfer, or destroy any TACCIMS equipment, technical data or documentation under its physical control without the prior written consent of C6-IS.

#### ARTICLE VIII – DISAGREEMENTS

1. Disagreements regarding the interpretation or application of this IA that cannot be resolved will be referred to the COCC for formal resolution. Disagreements that cannot be resolved by the COCC to the satisfaction of both parties shall be presented to the party executive agents for resolution.

2. Executive Agents.

a. The executive agent for the Commander, USFK, for all matters affecting the terms and conditions of this IA is the USFK Chief of Staff.

b. The executive agent for the ROK MND for all matters affecting the terms and conditions of this IA is the ROK Joint Chief of Staff J6.

3. Under Article V, paragraph 1 of the MLSA, the COCC and 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.

#### ARTICLE IX - AMENDMENTS AND REVIEW

1. Amendments to this IA may be made in writing with the consent of both parties at any time. Requests for amendment shall be made by the requesting party at least 60 days in advance of the desired effective date of the amendment.

2. Combined reviews of this IA and/or any of its annexes will be conducted by the COCC at the written request of either party.

#### ARTICLE X - ENTRY INTO FORCE, SUPERSESION, AND TERMINATION

1. This IA shall enter into force upon the date it is signed by both USFK and ROK MND representatives.

2. TACCIMS was originally conceived and established as the CFC command and control system under the Memorandum of Agreement (MOA) between the United States Forces Korea and the Ministry of National Defense of the Republic of Korea for the mutual participation in the Theater Automated Command and Control Information Management System, dated 4 May 1987. Pursuant to Article V, paragraph 4 of that MOA, the parties agreed that when TACCIMS was in place and fully operational, an expense-sharing agreement would be negotiated and entered into. This IA is that expense-sharing agreement. Upon execution of this IA by the parties, the MOA dated 4 May 1987, shall no longer have legal force and effect, and this IA constitutes the complete agreement and statement of the rights and duties of the parties with respect to TACCIMS.

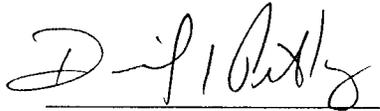
3. This agreement will remain in force until it is terminated or superseded by mutual consent of the parties. Either party may withdraw unilaterally from this IA six months following the issuance of written notice to the other party of its intention to terminate further participation. Upon issuance of a written notice of intent to withdraw, the parties will consult for the purpose of determining termination arrangements. Any amounts owing by ROK MND for TACCIMS services rendered before termination will be due and payable within 30 days following termination.

ARTICLE XI - SIGNATORIES

Done in duplicate this 26 day of Feb, 1999, at Seoul, Republic of Korea, in the English and Korean languages, both texts being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Parties, have signed this IA.

FOR THE UNITED STATES  
FORCES KOREA



DANIEL J. PETROSKY  
Lieutenant General, USA  
Chief of Staff, USFK

FOR THE REPUBLIC OF  
KOREA MINISTRY OF  
NATIONAL DEFENSE



KIM, SOO-YONG  
Major General, ROKA  
Director, Command, Control,  
Communication and Computers, J6, JCS

Attachments:

- Annex A - Sample USFK Form 209EK, MLS Order/Receipt
- Annex B - Combined Operations Coordination Committee(COCC)
- Annex C - Reimbursement Procedures
- Annex D - Instructions for USFK Form 209EK
- Annex E - Concept of Operations(CONOPS)

Annex A

Sample USFK Form 209EK, MLS Order/Receipt

MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT 상호군수지원 표준요청/수령서									
1. REQUEST NUMBER 요청번호		3. FROM : 요청자			5. IMPLEMENTING ARRANGEMENT NUMBER 시행약정번호				
2. DATE OF REQUEST 요청일		4. TO : 피요청자							
6a. FUND CITE 자금부호					6b. DATE OF REQUESTED DELIVERY 지원요청일자				
7. STOCK NUMBER 제고번호	8. DESCRIPTION (DETAILED DESCRIPTIONS ARE AS ATTACHED) 품목명세(상세한 명세서는 별첨)			9. UNITS 단위	10. QUANT REQD 요청량	11. QUANT DELIVERED 지원량	12. UNIT PRICE 단가	13. TOTAL 총액	14. ISSUING INDIVIDUAL 발출관
1									NAME 성명
2									GRADE 계급
3									SIGNATURE 서명
4									ORGANIZATION 소속
5									
6									
7									
15. AUTHORIZING OFFICER 승인관		16. METHOD OF REIMBURSEMENT 상환방법		PROPOSED 제안	AGREED 동의	18. TOTAL AMOUNT CLAIMED 총청구액			21. LIABILITY LIMITATION 책임부담제한
NAME 성명		CASH 현금지불				19. PAYABLE TO : 수신처			
GRADE 계급		REPLACEMENT-IN-KIND 현금상환				20. TO BE FORWARDED TO : 수신처			
SIGNATURE 서명		17. SCHEDULE OF RIK 현물상환 일정							
22. RECEIVED, INSPECTION AND ACCEPTED 접수, 검사 및 수령자		23. PLACE OF DELIVERY 지원재공장소				25. AUTHORIZED RECEIVING OFFICER 인가권 수령권자			
NAME 성명						NAME 성명			
GRADE 계급						GRADE 계급			
SIGNATURE 서명						SIGNATURE 서명			
						ORGANIZATION 소속			
		24. REMARKS / TRANSACTIONS CODES 비고 또는 처리부호							

USFK FORM 209EK

## Annex B

### Combined Operations Coordination Committee (COCC)

1. The COCC shall consist of:
  - a. C3 (US), Chairman
  - b. DC3 (ROK)
  - c. C6, CFC (ROK)
  - d. DC6, CFC (USFK)
  - e. Chief, C4I Management Center, C3 (USFK)
  - f. Deputy Chief, C4I Management Center, C3 (ROK)
  - g. Chief, C6-IS (US)
  - h. Deputy Chief, C6-IS (ROK)
  - i. ROK JCS representative
  - j. US JCS representative
  
2. The full COCC will meet formally at the request of the chairman. The various members of the COCC or their designated representatives will meet informally or in working groups as normal CFC staff operations dictate.
  
3. The mission and purpose of the COCC is to develop strategy and plans for the continued successful operation of TACCIMS, to resolve disagreements concerning this IA, and to provide a forum for the members to provide input on the areas concerning TACCIMS listed below. Disagreements that cannot be resolved by the COCC shall be referred to the party Executive Agents as provided in Article VIII of this IA.
  - a. Measures for improving the overall performance of the TACCIMS network.
  - b. Interoperability with other command and control systems.
  - c. The vision for TACCIMS.
  - d. Workstation distribution.
  - e. Training programs.
  - f. O&M contracts and contractors.
  - g. Significant expansion, upgrade, reallocation, or removal projects.
  - h. Updating and maintaining the concept of operations at Annex E.
  - i. Other issues as approved by COCC Chairman.

Annex C

Reimbursement Procedures

1. ROK MND payments to USFK will be in U.S. Dollars, either by wire transfer via Korea Exchange Bank or check.
2. Wire transfers require the following information:
  - Beneficiary Account Number: DSSN 6411
  - Name: 176th Finance Battalion
  - Intermediary Financial Institution: Nations Bank of Texas N.A.  
Fort Sam Houston B.C.  
ATTN: Overseas Division  
San Antonio, TX 78208
  - Beneficiary's Financial Institution: D114017714, Overseas Division for  
credit to Nations Bank, Community Bank Korea.
3. Checks will be made payable to 176th FB, DSSN 6411. Checks will be sent or delivered to:

Centralized Pay Accounting  
175th Finance Command, Unit # 15300  
ATTN: EAFC-CPA-AOG  
APO AP 96205-0073

(or its designated agent during contingencies) with the following statement:

"For reimbursement of CFC expenses incurred by USFK on behalf of ROK forces for TACCIMS support."

4. POC is Chief, Internal Control and Analysis Division, Centralized Pay and Accounting Office, 175th Finance Command, 723-5466.

Annex D

Instructions for filling out USFK Form 209EK, MLS Order/Receipt

1. ROK MND requests for TACCIMS support by filling out the following blocks on the MLS Order/Receipt and submitting two copies to USFK:

<u>Block</u>	<u>Description</u>	<u>Entry or Instructions</u>
1.	Request Number	Sample: 001, 002, 003, etc.
2.	Date of Request	Current Date
3.	From	ROK JCS J6
4.	To	USFK J6
5.	IA Number	USG-RKG-022
6a.	Fund Cite	N/A (for "not applicable")
6b.	Date of Requested Delivery	Sample: 2 Oct 98 - 1 Oct 99
7.	Stock Number	N/A
8.	Description	TACCIMS Support
9.	Units	N/A
10.	Quant. Req'd.	N/A
15.	Authorizing Officer	Print name & grade Signature
16.	Method of Reimbursement	X in the "proposed/cash" block
17.	Schedule for RIK	N/A
24.	Remarks	Use as necessary

2. USFK completes the following blocks and returns one copy of the MLS Order/Receipt to ROK MND:

<u>Block</u>	<u>Description</u>	<u>Entry or Instructions</u>
16.	Method of Reimbursement	X in the "agreed/cash" block
23.	Place of Delivery	Per agreement
25.	Authorized Receiving Officer	Print Name, Grade & Organization Signature

3. Support commitments are binding once blocks 15 and 25 are signed. If unforeseen difficulties preclude the performance of support, USFK will notify the ROK immediately.

4. Once the TACCIMS support is complete for the year, the USFK office responsible for the billing completes the following blocks and provides the bill to ROK MND along with all necessary supporting documentation attached:

<u>Block</u>	<u>Description</u>	<u>Entry or Instructions</u>
11.	Quant. Delivered	N/A
12.	Unit Price	N/A
13.	Total	Total ROK share in US Dollars
14.	Issuing Individual	Print Name, Grade & Organization Signature
18.	Total Amount Claimed	Same as block 13
19.	Payable To	176th Fin Bn, DSSN 6411
20.	To Be Forwarded To	175th FINCOM, Unit # 15300 ATTN: EAFC-CPA-AOG APO AP 96205-0073
21.	Liability Limitation	N/A
24.	Remarks	Use as necessary

5. The ROK MND office responsible for monitoring and confirming the receipt of TACCIMS support completes Block 22 verifying acceptance and receipt of the support.

6. Reimbursement is accomplished IAW Annex C of this IA.

7. After completion of the transaction, copies of the completed form are provided to both parties. Both parties maintain records of all transactions.

## Annex E

### Concept of Operations

#### 1. MISSION.

The Theater Automated Command and Control Information Management System (TACCIMS) will support the Commander-In-Chief (CINC) Combined Forces Command (CFC), CINC United Nations Command (UNC), Commander US Forces Korea (USFK) and the CINC's Combined Battle Staff (CBS). TACCIMS will provide the capability for the receipt, processing, display and dissemination of timely, reliable information in support of combined and joint military operations in the Korean Theater of Operations.

Through TACCIMS, automated Command and Control (C2) support will be provided to the staffs in Command Post (CP) TANGO and Command Center (CC) Seoul, and other selected command centers in the Korean Theater of Operations (KTO). Communications links will provide connectivity between these facilities and subordinate/component commands throughout the KTO. TACCIMS will interoperate with other C2 and automated systems as required/determined by the COCC, to carry out the support of CFC, UNC, USFK and CBS missions.

#### 2. OBJECTIVE.

TACCIMS will support the CINC and staffs with timely, critical information for C2 among staff elements, component commands and external interfaces with supporting systems. TACCIMS will support C2 operations through the spectrum of potential conflict in the KTO to include exercise, armistice, crisis, war and transitions between any of these levels of conflict.

#### 3. COMMAND CENTERS.

TACCIMS supports CC Seoul, CP TANGO, HTACC, KCOIC, CP OSCAR and alternate command centers as directed by the CINC, as the primary C2 system. Other command centers throughout the KTO are supported as required to meet CINC requirements. Other CC's supported include components, ROK sites and other locations as determined by the CINC CFC/UNC, CFC/UNC staff and/or the COCC. Support for these sites is based on Article VI, paragraphs 9 and 10, of the IA.

#### 4. OPERATIONAL CONCEPT.

Operations of TACCIMS will support changes in missions throughout the spectrum of conflict: exercise, armistice, crisis, war and transitions. TACCIMS will support the CFC/UNC war plans with the C2 applications necessary to carry out these missions. TACCIMS will support staff C2 requirements across the spectrum of missions as implemented by the Initial Response Cell (IRC), the CFC/UNC Crisis Action Team(CAT) and/or the CBS.

#### 5. REVIEW.

This annex will be reviewed annually by the COCC for accuracy and currency as the requirements and missions of CFC, UNC, USFK and the CBS change.



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
HEADQUARTERS, EIGHTH UNITED STATES ARMY  
UNIT #15236  
APO AP 96205-0009

CERTIFICATE OF AUTHENTICITY  
인증서

EAIM-R-T

19 February 1999

I certify that the English and Korean texts of the "IMPLEMENTING ARRANGEMENT  
본인은 "전구 자동화 지휘통제 정보관리체계의 비용분담 및 운영관리에 관한  
USG-RKG-022 BETWEEN UNITED STATES FORCES KOREA AND  
대한민국 국방부와 주한미군사령부간의 이행협정서 USG-RKG-022"의  
THE REPUBLIC OF KOREA MINISTRY OF NATIONAL DEFENSE CONCERNING  
영어 및 한국어 판이 서로 일치하며, 양국어 판이 실질적인 점에서 동일한 의미를  
EXPENSE SHARING AND OPERATIONS MANAGEMENT OF THE THEATER AUTOMATED  
가짐을 확인합니다.  
COMMAND AND CONTROL INFORMATION MANAGEMENT SYSTEM (TACCIMS)" are  
in conformity with each other and the texts have the same meaning in all substantive respects.

  
JOHN J. GHEM  
SSG, USA

NCOIC, Translation Branch

김 준 흥

미 육군 하사

번역 실장