

Mutual Logistics Support Agreement
Implementing Arrangement USN-RKN-004
Concerning
Support of P-3 Aircraft
Between
The Republic of Korea Navy
and
The United States Navy

ARTICLE I - AUTHORITY

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

ARTICLE II - PURPOSE

The purpose of this IA is to establish procedures and responsibilities for reciprocal Replacement-In-Kind (RIK) provision of P-3 aircraft support (hereinafter referred to as aircraft support) between the Republic of Korea Navy (ROKN) and the United States Navy (USN), hereinafter referred to as the "Parties". The intent of this IA is to support air operations and combined exercise participation by making aircraft support available to a party in circumstances where provision of organic support is impractical or not reasonably available. This IA is designed to meet the requirements for aircraft support of both parties. It is the intent of the parties under this agreement to furnish approximately equal amounts and values of aircraft support to each other on a reciprocal RIK basis.

ARTICLE III - THE SCOPE OF MUTUAL SUPPORT

The following types of aircraft services support may be provided

1. Spare parts
2. Oil and lubricants (OL)
3. Use of facilities and airport services
4. Under Sea Warfare (USW) expendable limited to ammunition (flares and pyrotechnics only) by the parties.

ARTICLE IV - IMPLEMENTATION AUTHORITY AND DESIGNATION OF ORDERING INDIVIDUALS

1. ROK Navy: Authority to place orders and receive support under this IA is delegated to

Commander, Air Wing Six
(COMAIRWINGSIX)
NAS Pohang, Korea

COMAIRWINGSIX will appoint in writing those individuals authorized to initiate and accept orders under this IA.

2. USN: Authority to place orders and receive support under this IA is delegated to

Commander, Task Force Seven Two
(CTF 72)
Kamiseya, Japan

CTF 72 will appoint in writing those individuals authorized to initiate and accept orders under this IA.

3. Appointment letters will cite the Basic Agreement and this IA. Copies of all appointment letters will be provided to CTF 72(N4), USFK J-4(FKJ4-IPR-PG), and CNFK(N4) for the United States and COMAIRWINGSIX(N4), DCNO for Logistics, Chief of Supply, and Chief of Naval Ship Policy for the ROK Navy.

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

ARTICLE V. - GENERAL TERMS AND CONDITIONS

1. The MLS Order/Receipt will be used to document support provided and received as outlined in this IA.

2. Support obtained under this IA may not be transferred to a third party (or agent thereof) unless approved in writing by a representative of the issuing party.

ARTICLE VI - PROCEDURES OF AIRCRAFT SUPPORT SERVICES AND SPECIAL RESPONSIBILITIES

1. A request for aircraft support services under this IA will be initiated as follows:

a. The party requesting support will prepare a MLS Order/Receipt in accordance with (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 MLS Order/Receipt will be forwarded to the Operations Officer or other official designated by the supplying party to accept requests for MLS at the air facilities from which the aircraft support is desired. In the case of planned exercises or cross-country training flights, requests will be provided at least 14 days in advance, if possible, and will include the anticipated dates of arrival and departure and the specific support requested.

c. The Air Operation Officer or other official will respond expeditiously to requests from the other party for aircraft support. If the requested support cannot be provided, the request will be returned to the requesting 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 and return copies to the requesting party in accordance with Annex A.

d. The procedures of approval for support requests, and for request acceptance 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 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 parties. Such changes will be documented as a modification to the applicable MLS Order/Receipt prior to the providing of support.

2. Once the transaction between the parties is completed.

a. One copy of the MLS Order/Receipt will be forwarded by CTF-72 to the Commander Naval Forces Korea, N41 (ATTN: Mutual Logistics Support Officer, Unit #15250, APO AP 96205-0010) for accounting purposes.

b. One copy of the MLS Order/Receipt will be forwarded by the COMAIRWINGSIX to the Deputy Chief of Staff for Logistics. Headquarters Republic of Korea Navy. ATTN: Chief of Naval Ship Policy for accounting purposes.

3. Air stations/air facilities at which aircraft support will be provided are those U.S. Navy and Republic of Korea Navy facilities within the USPACOM area of responsibility (AOR)

ARTICLE VII - REIMBURSEMENT PROCEDURES

1. The method of payment will be RIK. If replacement in kind is not provided within 12 months, the RIK transaction will be converted to a reimbursable transaction and will be governed by Article III, paragraph 4 of the Basic Agreement.

2. Transaction reconciliation meetings will be scheduled between parties, as required, at mutually agreed upon date(s). These meetings will occur a minimum of once per year.

3. Reimbursement for fuel will be processed IAW the Fuel Exchange Memorandum of Agreement Between United States Department of Defense and the Republic of Korea Navy, dated 28 April 1994 and effective 21 Dec 1993.

ARTICLE VIII - DISAGREEMENTS

1. Executive agents:

a. The executive agent for the United States Navy for all matters affecting the terms and conditions of this IA will be the Commander, Task Force Seven Two, and POC to Commander Naval Forces Korea, N41 (ATTN: Mutual Logistics Support Officer, Unit #15250. APO AP 96205-0010).

b. The executive agent for the Republic of Korea Navy for all matters affecting the terms and conditions of this IA will be Commander, Air Wing Six, and POC to the Deputy Chief of Staff for Logistics, headquarters Republic of Korea Navy (ATTN: Chief of Naval Ship Policy).

2. Under Article VI, paragraph 1 of the Basic Agreement, the executive agents agree to make a good faith effort to resolve any disagreements between the parties with respect to the interpretation or application of this Implementing Arrangement. Resolution will be made by negotiation, and disagreements 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 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. Entry into force. This IA shall be valid for 5 years and become effective on the day of the last signature below. After five years, the IA shall be extended unless both parties do not raise an objection.

2. Review. Each party shall separately review this IA annually during the anniversary month to determine if amendment of this IA is required

3. Amendments. This IA may be amended in writing at any time by mutual consent of the Parties

4. Termination.

a. This IA may be terminated by mutual agreement or by either Party giving not less than 180 days written notice of termination. This IA may also be terminated immediately by either Party if the Party in arrears fails to settle an overdue account.

b. In the event of termination, the parties will reconcile all accounts within three months after the date of termination. Settlement of these accounts will be completed not later than six months after the date of termination.

c. This IA shall be terminated automatically when the basic agreement is terminated.

Two(2) Annexes:

A - MLS Order/Receipt - Explanation of Entries

B - Limitations on the Scope of Mutual Logistics Support Definitions

FOR THE REPUBLIC OF
KOREA NAVY

FOR THE UNITED STATES
NAVY



6. MAR 1998

Rear Admiral Kim, Tae Il
DCNO for Logistics,
Republic of Korea Navy
Taejon, Korea



01 April 1998

Rear Admiral Michael L. Holmes
Commander, PATROL WINGS
U.S. Pacific Fleet
Barbers Point Hawaii, USA

ANNEX A

USFK FORM 209EK - Explanation of Entries

- | | |
|-------------------------------|--------------------------------------------------------------------------------------|
| 1. Request No. | Inserted by supplier. |
| 2. Date of request | Self-explanatory |
| 3. From | Person/unit submitting request. |
| 4. To | Self-explanatory |
| 5. IA Number | USN-RKN-004 |
| 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 No. | Identification of the supply item |
| 8. Description | Abbreviated description detailed listing or description of services may be attached. |
| 9. Units | Applicable only to acquisitions or transfer of supplies |
| 10. Quantity requested | Self-explanatory |
| 11. Quantity delivered | Self-explanatory |
| 12. Unit price | Self-explanatory |
| 13. Total unit cost | Self-explanatory |
| 14. Issuing Individual | Official of supplying nation who issues/provides the supplies or services. |
| 15. Authorizing Officer | Official who has authority to requisition supplies or services. |
| 16. Method of Payment | Replacement-In-Kind |

17. Schedule for RIK/ Exchange	Specify the date by which RIK/Exchange will be made, not to exceed 12 months.
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 where item(s) will be received.
24. Remarks/Transaction Codes	Codes are for U.S. Army use only
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. 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 Commander Naval Forces Korea,
N41, ATTN : Mutual Logistics Support Officer, Unit #15250,
APO AP 96295-0010.
- d. One copy will be forwarded to the Deputy Chief of Staff for
Logistics. Headquarters Republic of Korea Navy, ATTN: Chief
of Naval Ship Policy.

Annex B

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 replacements 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. Navy mines and torpedoes
 - g. Nuclear ammunition and associated items such as warhead, 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 R.O.K. law, directive or policy.