

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMANDER, U.S. JOINT FORCES COMMAND

AND

THE JOINT CHIEFS OF STAFF

OF THE REPUBLIC OF KOREA

REGARDING

RECIPROCAL EXCHANGE OF MILITARY PERSONNEL

국무총리실 (Seal)

City/County of Worfolk
 Commonwealth of Virginia
 I certify this to be a complete, exact and true
 copy of the original document. Certified this
4th day of JANUARY, 2010.
[Signature] Notary Public
 My commission expires 31 AUGUST 2008

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PREAMBLE

The United States Joint Forces Command and the Republic of Korea, Joint Chiefs of Staff (each referred to herein individually as a "Party" and together as the "Parties"), recognizing that the Mutual Defense Assistance Agreement, with Annexes, signed in Seoul on January 26, 1950; the Mutual Defense Treaty, signed at Washington, D.C. on October 1, 1953, and entered into force on November 17, 1954; the United States/Republic of Korea Status of Forces Agreement (SOFA), signed at Seoul on July 9, 1966 and entered into force February 9, 1976; and subsequent Exchange of Letters that entered into force on February 1, 1991; and the Memorandum of Understanding on Defense Technological and Industrial Cooperation, signed at Seoul on June 8, 1988, and entered into force on June 8, 1988, apply to this Agreement, and desiring to establish formal liaison between the Parties in connection with Theater Effects Based Operations (TEBO), multinational transformation, coalition exercises and training, hereby agree to the following terms and conditions regarding the assignment of individuals to serve as Exchange Officers to the other Party.

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this MOU (MOU), the following terms shall have the following meanings when used herein:

1.1 "Classified Information" shall mean information that is generated by or for the Governments of the United States of America or the Republic of Korea or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security of that government and that is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or in documentary form, or in the form of material including, equipment or technology.

1.2 "Contact Officer" shall mean a U.S. Department of Defense (DoD) official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign Exchange Officers who are assigned to, or are visiting, a DoD component or subordinate organization.

1.3 "Controlled Unclassified Information" shall mean unclassified information of a Party to which access or

distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4 "Host Government" shall mean the national government of the Host Party.

1.5 "Host Party" shall mean the Party to which the Exchange Officer acts as an Exchange Officer pursuant to an assignment by a Parent Party under Article III.

1.6 "International Visits Program (IVP)" shall mean the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative agreements (e.g., date, time and place) for the visit or assignment are provided.

1.7 "Exchange Officer" shall mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or agreements of interest to the Party Governments.

1.8 "Parent Government" shall mean the national government of the Parent Party.

1.9 "Parent Party" shall mean the Party that assigns an Exchange Officer pursuant to Article III.

ARTICLE II
SCOPE

2.1 This MOU establishes the terms and conditions by which the Parent Party may assign a military member or civilian employee of its armed forces to serve as a Exchange Officer to the Host Party to fulfill the Host Party operational requirements and missions while providing work experience and proficiency maintenance to the Exchange Officer. The Exchange Officer shall gain operational expertise and technical knowledge while providing operational support to Host Party as an integrated member of the

staff. In addition the Exchange Officer shall provide updates to and present the views of the Parent Party on issues and developments where both Host Party and the Parent Party have mutual interest. The Exchange Officer may be assigned only to positions established in Annexes to this MOU. Annexes to this MOU shall be an integral part hereof and may include additional conditions and prerequisites specific to particular assignments.

2.2 The establishment of each Exchange Officer position under this MOU and its Annexes shall be based upon demonstrated need for, and the mutual benefit of, such position to the Parties. Once established, each Exchange Officer position shall be subject to review by both Parties twelve (12) months prior to the completion of the Exchange Officer's assignment to ensure that the position continues to be required by, and of benefit to, the Parties. If a Party determines that an Exchange Officer position is no longer required and is not of benefit, the Exchange Officer's position may be terminated as provided for in Article X of this MOU.

2.3 Commencement of such an assignment shall be subject to any requirements that may be imposed by the Host Party or its government regarding formal certification or approval of Exchange Officers. Exchange Officers to be assigned by their Parent Party to locations in the United States shall be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this MOU.

2.4 Unless otherwise mutually determined, the normal tour of duty for an Exchange Officer shall be 12 months, with the option to extend for an additional 12 months with consent of both Parties.

ARTICLE III DUTIES AND ACTIVITIES

3.1 A position description (PD) developed by the Host Party shall be approved by the Parties for each Exchange Officer position established and detailed in an Annex to this MOU. The Exchange Officer shall perform duties as set out in the PD, and perform related tasks as specified by the Host Party and as contemplated and permitted by this MOU. The Exchange Officer must possess the requisite grade, skill, training, academic qualifications, and security clearance described in the PD and the relevant Annex to this MOU. The Parent Party shall provide a career brief and biography of each potential Exchange Officer to the Host Party for approval three months prior to assignment. The Host Party shall disapprove assignment of any proposed Exchange Officer who does not meet the qualifications or who

cannot safely perform the duties of the position. This decision shall be within the sole discretion of the Host Party.

3.2 The Exchange Officer shall be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party shall assign a Contact Officer to provide guidance to the Exchange Officer concerning policies, procedures, laws and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this MOU.

3.3 The Host Party shall grant Exchange Officers access to facilities and work spaces in furtherance of this MOU, to the extent such access is consistent with the terms of any applicable annex, certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government.

3.4 The Exchange Officer shall be granted access to technical data and other information of the Host Party, whether or not classified, to the extent necessary to fulfill the Exchange Officer's functions and duties required in the applicable Position Description and provided for in an Annex to this MOU.

3.5 All information to which the Exchange Officer is granted access while serving as an Exchange Officer to the Host Party shall be treated as information provided to the Parent Government, in confidence, and shall not be further released or disclosed by the Exchange Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Exchange Officer shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in ARTICLE II of this MOU.

3.6 The Exchange Officer shall not be permitted to participate in exercises or operational deployments outside the territory of the Host Party and/or in contingency and wartime actions, unless expressly authorized to do so by both the Host and Parent Party.

3.7 The Host Party shall not place or keep an Exchange Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Party and Host Party, in writing.

3.8 The Exchange Officer shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify the Exchange Officer's nationality, rank and status as an Exchange Officer. The order of dress for any occasion shall

be that which most closely conforms to the order of dress for the particular organization of the Host Party where the Exchange Officer is located. The Exchange Officer shall be required to comply with the practices of the Host Party with respect to the wearing of civilian clothing.

**ARTICLE IV
FINANCIAL AGREEMENTS**

4.1 The Parent Party shall bear all costs and expenses of the Exchange Officer, including, but not limited to:

4.1.1 All pay and allowances of the Exchange Officer;

4.1.2 All change of station travel by the Exchange Officer and the Exchange Officer's dependents, including, but not limited to, transportation, per diem and other travel allowances when traveling to and from the Parent Party country and Host Party country when reporting for duty and at the conclusion of the assignment;

4.1.3 The costs of quarters, rations, medical and dental services for the Exchange Officer and dependents, unless specifically stated otherwise in an applicable international agreement;

4.1.4 The movement of the household effects of the Exchange Officer and his dependents;

4.1.5 Compensation for loss of, or damage to, the personal property of the Exchange Officer and his dependents;

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Exchange Officer or his dependent(s);

4.1.7 All expenses in connection with the return of a Exchange Officer and the Exchange Officer's dependents to the Parent Party country, including, but not limited to, transportation, per diem and other travel allowances when the assignment is terminated prior to normal completion date; and

4.1.8 All temporary duty and/or travel expenses when directed by or performing duties on behalf of the Parent Party.

4.2 The Host Party shall be responsible for the costs associated with and/or shall provide:

4.2.1 Such office facilities, equipment, supplies and services as may be necessary for the Exchange Officer to fulfill the purposes of this MOU;

4.2.2 The Exchange Officer's military instruction when such instruction is conducted for orientation, familiarization and unique aspects required for the assignment as specified in the appropriate Annex; and,

4.2.3 Temporary duty travel expenses when performed at the direction of and on behalf of the Host Party.

4.3 The assignment of the Exchange Officer pursuant to this MOU shall be subject to the Parent Party's authorization and availability of the Parent Party's funds for such purposes.

ARTICLE V SECURITY

5.1 The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Exchange Officer shall be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit the Exchange Officer access to such information. The Exchange Officer's access to such information and facilities shall be consistent with, and limited by the terms of the assignment, the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Party may prohibit the Exchange Officer's right of access to any Host Party facility or require that such access be supervised by Host Party personnel. Nothing in this MOU shall be construed by the Participants to authorize unfettered access to Classified Information or CUI residing in the Host Participant's facilities or computer systems.

5.2 Security assurances shall be filed, through the Republic of Korea Embassy in Washington, D.C., stating the security clearances for the Exchange Officer being assigned. The security assurances shall be prepared and forwarded through the International Visits Program (IVP), as defined in paragraph 1.6 of this MOU.

5.3 The Parent Party shall ensure that each assigned Exchange Officer is fully cognizant of, and complies with, applicable Host Government laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), and Classified Information and Controlled Unclassified Information disclosed to the Exchange Officer. This responsibility shall apply both during and after termination of an assignment as an Exchange Officer. Prior to taking up duties as an Exchange Officer, the Exchange Officer shall be required to sign the certification at Annex A. Only individuals who execute the certification shall be permitted to serve as Exchange Officers with the U.S. Joint Forces Command.

5.4 The Parent Party shall ensure that the Exchange Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by an Exchange Officer during the assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any Exchange Officer who violates Host Government security laws, regulations, or procedures during the assignment.

5.5 All Classified Information made available to the Exchange Officer shall be considered to be Classified Information furnished to the Parent Party, and shall be subject to all the provisions and safeguards provided for under the Security Agreement between the Government of the United States of America and the Government of the Republic of Korea Governing the Protection of Classified Military Information, signed on September 18, 1987.

5.6 The Exchange Officer may take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), as permitted by the terms of the Host Party certification. Additionally, custody of classified material may be allowed for the following situation:

On-Site Storage. The Exchange Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility for the container and control of the container and its contents remains with the Host Party.

ARTICLE VI
TECHNICAL AND ADMINISTRATIVE MATTERS

6.1 The Host Party's certification or approval of an individual as an Exchange Officer shall not bestow diplomatic or other special privileges on that individual.

6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV of this MOU, the Host Party may provide such administrative support as is necessary for the Exchange Officer to fulfill the purposes of this MOU.

6.3 Exemption from taxes, customs or import duties, or similar charges for the Exchange Officer or the Exchange Officer's dependents shall be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.

6.4 If office space is provided to the Exchange Officer by the Host Party, the Host Party shall determine the normal working hours for the Exchange Officer.

6.5 The Exchange Officer may be granted leave according to entitlements under the regulations of the Parent Party, provided such leave is approved by the Parent Party and coordinated with the applicable Host Party's designated representative. Leave and holiday schedule for the Exchange Officer shall be commensurate with the Host Party's schedule.

6.6 The Exchange Officer and the Exchange Officer's dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable Host Government law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the Exchange Officer and the Exchange Officer's dependents is specified. For those personnel covered by such an agreement, care is generally provided free of charge. All Exchange Officers and the Exchange Officer's dependents not covered by a reciprocal agreement may be offered health care, on a reimbursable basis, in military facilities. Where military facilities are not available, the Exchange Officer shall be responsible for all medical and dental costs incurred by himself the Exchange Officer's dependents. The Parent Party shall ensure that the Exchange Officer and the Exchange Officer's dependents are physically fit prior to the Exchange Officer's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Exchange Officer and the Exchange Officer's