

MEMORANDUM OF UNDERSTANDING, INTERNATIONAL

FB52CX-MOUI-2046

BETWEEN

THE UNITED STATES AIR FORCE

AND

THE REPUBLIC OF KOREA AIR FORCE

CONCERNING

LIQUID OXYGEN SUPPORT

MOUI BETWEEN USAF AND ROKAF CONCERNING LOX SUPPORT

I. AUTHORITY TO ENTER INTO AGREEMENT

Pursuant to Articles II and IV of the Mutual Defense Treaty between the Republic of Korea and the United States of America, effective 18 November 1954, and Articles V and XVI of the Agreement Under Article IV of the Mutual Defense Treaty Between the Republic of Korea and the United States of America Regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea (hereafter referred to as the "Status of Forces Agreement (SOFA)"), effective 9 February 1967, the following agreement is entered into by representatives of the United States Air Force (USAF) and the Republic of Korea Air Force (ROKAF). This Memorandum of Understanding, International (MOUI) supersedes FB52CX-MOUI-2046 (공전 1-021) dated 25 April 1998.

II. - PURPOSE

The purpose of this agreement is to provide liquid oxygen (LOX) cross-servicing support to USAF and ROKAF aircraft at ROKAF and USAF bases in Korea, specifically:

1. USAF - LOX servicing to ROKAF carts or tanks at USAF Air Bases.
2. ROKAF - LOX servicing to USAF carts or tanks at ROKAF Air Bases.

III. MUTUAL COOPERATION ORGANIZATION

A Joint Coordinating Group (JCG) will be appointed to coordinate ROKAF and USAF responsibilities under the terms and conditions of this agreement. The Director of Logistics (AA-4), ROK Air Force Operations Command (AFOC) and the Director of Logistics (A-4), Seventh Air

Force (7 AF) are appointed as joint chairpersons of the JCG. The JCG chairpersons shall appoint individuals from their respective services as required to serve as members of the JCG (e.g. logistics plans, maintenance, supply and fuels). This group will maintain close interaction and coordination to ensure that the spirit and intent of this agreement are maintained and to resolve problems that are beyond the capabilities of the base to solve. Meetings will be convened as required. The joint chairpersons will notify members of meeting times and places.

IV. RESPONSIBILITIES OF THE USAF

USAF will provide LOX from USAF production plants located at USAF bases in Korea:

1. To ROKAF aircraft.
2. To ROKAF LOX carts and tanks.
3. For as long as possible during deployments, exercises, and contingencies when ROKAF aircraft are deployed to USAF bases. AFOC/LGM will coordinate LOX support requirements with 607 ASUS/LGS 30 days before required usage, when feasible.
 - a. If it is not possible for USAF to supply ROKAF with LOX, USAF will notify AFOC/LGM.
 - b. If a USAF plant is inoperable, USAF will not purchase LOX locally solely to meet ROKAF requirements.
 - c. USAF will share results of purity sample testing.
 - d. USAF will authorize ROKAF to collect periodic samples for testing at ROKAF facilities.

V. RESPONSIBILITIES OF THE ROKAF

ROKAF will provide LOX from ROKAF production plants:

1. To USAF aircraft.
2. To USAF LOX carts and tanks.
3. For as long as possible during deployments, exercises, and contingencies when USAF aircraft are deployed to ROKAF bases. 607 ASUS/LGS will coordinate LOX support requirements with AFOC/LGM 30 days before required usage, when feasible.
 - a. If it is not possible for ROKAF to supply USAF with LOX, ROKAF will notify 607 ASUS/LGS.
 - b. If a ROKAF plant is inoperable, ROKAF will not purchase LOX locally solely to meet USAF requirements.
 - c. ROKAF will share results of purity sample testing.
 - d. ROKAF will authorize USAF to collect periodic samples for testing at USAF facilities.

VI. PROPERTY INVOLVED

The USAF LOX plants and associated equipment remain the property of the USAF and the USAF will have the right of access thereto. The LOX plants or associated equipment shall not be considered to be set aside or reserved for any use except the above stated purpose. USAF may remove a USAF-owned LOX plant to meet USAF requirements. USAF will discuss any proposed LOX plant move with ROKAF 30 days in advance, when possible.

VII. CLAIMS

Claims arising from this agreement shall be handled in accordance with Article XXIII of the Status of Forces Agreement (SOFA).

VIII. RESOLUTION OF CONFLICTS UNDER THIS AGREEMENT

This MOUI is written in Korean and English and both versions are equally authentic, in conformity with each other, and both texts have the same substantive meaning. Any conflicts that cannot be resolved by the JCG co-chairs will be reported to the Commander, 7 AF and Commander, AFOC for resolution.

IX. REVISION AND MODIFICATION OF THE AGREEMENT

Each party will review this agreement every three years. If there are no changes, each reviewing party will inform the other party in writing that the MOUI is still accurate. If changes are required, the reviewing party will submit their recommendations in writing to the JCG co-chairs for consideration. All revisions and modifications to this MOUI must have mutual written consent of the JCG co-chairs and must be attached in sequentially-numbered addenda.

X. EFFECTIVE DATE AND DURATION

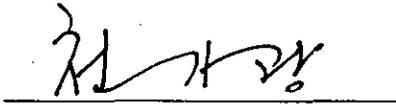
This agreement shall become effective on the date of the latest signature of the appropriate representative of the ROKAF and USAF. This agreement shall continue indefinitely from the effective date. It shall also remain effective at all times, including during deployments, exercises, and contingencies and implementation of any Operation Plan or Contingency Plan. This agreement may be canceled at any time by mutual consent of both parties or unilaterally when either party gives 90 days written notice to the other party.

For the Republic of Korea

For the United States

Air Force

Air Force



CHUN, KI KWANG

GARRY R. TREXLER

Lieutenant General, ROKAF

Lieutenant General, USAF

Commander

Commander

Air Force Operations Command

Seventh Air Force

Date : 12. NOV. '04

Date : 6 Dec 04