

DEFENSE

Bases

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA**

Signed at Osan Air Base July 26, 2007



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

REPUBLIC OF KOREA

Defense: Bases

*Memorandum of understanding signed
July 26, 2007 at Osan Air Base;
Entered into force July 26, 2007.*



MEMORANDUM OF UNDERSTANDING INTERNATIONAL

FB52CX-MOUI-0042

BETWEEN

THE UNITED STATES AIR FORCE

AND

THE REPUBLIC OF KOREA AIR FORCE

CONCERNING

COLLOCATED OPERATING BASES

AT

GWANGJU, GIMHAE, SUWON, DAEGU,

AND CHEONGJU AIR BASES

ARTICLE I – AUTHORITY

Pursuant to the Mutual Defense Treaty, in particular Articles II and IV, between the Republic of Korea and the United States of America, effective 18 November 1954; and the Agreement under Article IV of the Mutual Defense Treaty Regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea (hereafter known as the “Status of Forces Agreement (SOFA)”), effective 9 February 1967, as amended and any related minutes, understandings, and implementing agreements, the following Memorandum of Understanding International (MOUI) is entered into by representatives of the United States Air Force (USAF) and the Republic of Korea Air Force (ROKAF).

ARTICLE II – PURPOSE

The purpose of this MOUI is to renew Gwangju, Gimhae, Suwon, Daegu and Cheongju Air Bases as Collocated Operating Bases (COBs) and to identify responsibilities of the USAF and ROKAF concerning the COBs.

ARTICLE III – MUTUAL RESPONSIBILITIES

1. The parties hereby agree Gwangju, Gimhae, Suwon, Daegu and Cheongju Air Bases will continue to be collocated operating bases (COBs). A COB is a Korean Air Base without a permanent USAF operational unit during armistice, but at which the USAF will maintain facilities and areas reserved for the exclusive use of USAF forces. Detailed information on maintenance of facilities and areas, material and equipment required for present and future support operations, and the responsibilities of ROKAF and USAF for COB operation will be clarified in separate Technical Arrangements executed for each COB. Issues related to the granting or return of facilities and areas will occur under appropriate provisions of the SOFA, to include the SOFA requirement for an annual joint survey of facilities and areas to determine whether there is a need to return the facility or area to the Republic of Korea.
2. Command authority of the COB bases will be retained by the Korean Air Force. The presence of United States Air Force units will not restrict or infringe upon the command authority of the Korean Air Force Base Commander; however, U.S. control over U.S. facilities and areas will be retained by the U.S. per Article III of the SOFA. USAF will retain

the right of command and control over its personnel, material, equipment, and supplies unless otherwise agreed.

3. The ROKAF and USAF will mutually agree on COB activation during armistice.
4. Appropriate authorities of the ROKAF and USAF will develop mutual agreements governing security, administration, access, and other matters of mutual interest.
5. Designation of real estate at the COBs, as USAF exclusive use, or joint use will be handled in accordance with the SOFA.

ARTICLE IV – USAF RESPONSIBILITIES

1. Provide support forces upon deployment of USAF operational units into the COBs.
2. Coordinate with the ROKAF at least 30 days in advance for approval for all exercises at the COBs.
3. Coordinate with the ROKAF in advance when bedding down a new unit on the COBs.
4. Negotiate and execute with the ROKAF separate Technical Arrangements and any annexes, appendices, amendments, or modifications thereto, for each COB.

ARTICLE V – ROKAF RESPONSIBILITIES

1. Command the COB bases.
2. Allow authorized members of the U.S. armed forces, civilian component and contractor's access to the COBs. ROKAF and USAF will take required actions for base access of USAF contractors and its employees for the maintenance of facilities, areas and logistic material under USAF control or converted to joint use status.
3. Negotiate and execute with the USAF separate Technical Arrangements and any annexes, appendices, amendments, or modifications thereto, for each COB.

ARTICLE VI – RESOLUTION OF CONFLICTS

A Combined Coordinating Group (CCG) is hereby established to resolve any disagreements that may arise over the application of this MOUI and any subsequent Technical Arrangements, with the exception of issues concerning grant or return of facilities and areas covered under the SOFA. The CCG shall be jointly chaired by the Commander of 607th Air Support Group and the Director of Operations and Plans, Republic of Korea Air Force Operations Command. Each

chairman may appoint three permanent members to the CCG and shall promptly notify the other co-chairman of those members' name, unit, and duty title. Depending on the nature of issues to be resolved, each co-chairman may also appoint special members to the CCG to provide technical expertise for the resolution of that issue. When either party becomes aware of a matter, it will call a meeting of the CCG by written notice to both committee chairs, describing the issue to be resolved. Unless the co-chairman agrees otherwise, the CCG shall meet within 30 days of the receipt of written notice. Situational conflicts that cannot be resolved by the CCG will be referred to the Commander, Seventh Air Force, and the Commander, Air Force Operations Command for resolution.

ARTICLE VII – PROPERTY

Nothing in this MOUI is intended to affect the property rights of either party. USAF and ROKAF resources will remain under their respective control. The property or personnel covered under this MOUI may not be used for any purpose except as permitted by this MOUI. The obligations of each participant under this MOUI are subject to the availability of funds for those purposes.

ARTICLE VIII – CLAIMS

The USAF and the ROKAF will resolve any claims arising under this MOUI pursuant to provisions of Article XXIII of the SOFA.

ARTICLE IX – REVISION, REVIEW, AND MODIFICATION

Each party will conduct a unilateral review every three (3) years beginning 180 days prior to the third anniversary of this MOUI's effective date. If no changes are required, the reviewing agency will notify the other party in writing that the review was accomplished and no changes were required. If at anytime either party believes revisions or modifications are necessary, they will be proposed in the form of sequentially numbered addenda to this MOUI at least 180 days prior to desired effective date. All addenda to this MOUI will come into effect upon mutual written approval of the 7AF and AFOC Commanders or their designated representatives, with the exception of matters concerning the grant or return of facilities and areas which require SOFA Joint Committee action.

ARTICLE X – EFFECTIVE DATE AND DURATION

This MOUI shall become effective upon the date of the last signature of the appropriate representatives of the USAF and ROKAF. This MOUI shall remain in effect for six (6) years. However, this MOUI may be terminated at anytime by mutual consent of both parties, or by either party unilaterally upon 180 days written notice to the other party.

ARTICLE XI – SUPERCEEDING AGREEMENTS

This MOUI supersedes Memorandum of Understanding, International (MOUI) FB52CX-MOUI-0042, between the USAF and ROKAF concerning COBs at Cheongju, Gimhae, Gwangju, Suwon and Daegu, dated 26 July 2001.

ARTICLE XII – LANGUAGE

This MOUI is written in both Korean and English. Both language texts are equally authentic and have been certified as being in conformity with each other and have the same meaning in all substantive respects.

For the Republic of Korea Air Force

For the United States Air Force

CHO, WON KUN
Lieutenant General, ROKAF
Commander, AFOC

STEPHEN G. WOOD
Lieutenant General, USAF
Commander, Seventh Air Force

Date: 26 July 2007

Date: 26 July 2007

Place: Osan AB, Korea

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