

## DEFENSE

### Facilities and Areas and the Status of United States Armed Forces

Agreement Between the  
**UNITED STATES OF AMERICA**  
and the **REPUBLIC OF KOREA** for  
Special Measures relating to Article V of the  
Agreement under Article IV of the  
Mutual Defense Treaty

Signed at Seoul February 2, 2014

*with*

Implementation Arrangement

*and*

Exchanges of Notes and Correcting Notes



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: Facilities and Areas and the  
Status of United States Armed Forces**

*Agreement for special measures relating to Article V  
of the agreement under Article IV of the  
Mutual Defense Treaty.*

*Signed at Seoul February 2, 2014;*

*Entered into force June 18, 2014.*

*With implementation arrangement and  
exchanges of notes and correcting notes.*

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE  
REPUBLIC OF KOREA CONCERNING SPECIAL MEASURES RELATING  
TO ARTICLE V OF THE AGREEMENT UNDER ARTICLE IV OF THE  
MUTUAL DEFENSE TREATY BETWEEN THE UNITED STATES OF  
AMERICA AND THE REPUBLIC OF KOREA REGARDING FACILITIES  
AND AREAS AND THE STATUS OF UNITED STATES ARMED FORCES IN  
THE REPUBLIC OF KOREA**

The United States of America and the Republic of Korea (hereinafter referred to as "the Parties") have agreed to take the following special measures relating to Article V of the Agreement under Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea Regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea (hereinafter referred to as "the Status of Forces Agreement"), signed at Seoul on July 9, 1966, as amended, which sets forth the principles on the sharing of expenditures incident to the maintenance of the United States Armed Forces in the Republic of Korea, in recognition of the goal of a strong and mutual commitment to the United States of America - Republic of Korea alliance.

#### **Article I**

The Republic of Korea shall bear, for the duration of this Agreement, as a special measure relating to Article V of the Status of Forces Agreement, a part of the expenditures associated with the stationing of the United States Armed Forces in the Republic of Korea. The contribution of the Republic of Korea shall be categorized into Labor Cost Sharing, Logistics Cost Sharing, and Republic of Korea Funded Construction (ROKFC). Implementation of this Agreement shall be in accordance with a separate implementation arrangement between the concerned authorities of the Parties.

The Parties shall put in utmost efforts to enhance accountability and transparency for implementation of this Agreement. In this regard, the Exchange of Notes on System Improvements shall be adopted and enter into force at the same date as this Agreement.

## Article II

This Agreement shall determine the contribution of the Republic of Korea for 2014 through 2018. The contribution of the Republic of Korea for 2014 is 920 billion Korean Won. The 2015 through 2018 contributions shall be determined by increasing the contribution of the previous year by the inflation rate (Consumer Price Index) published by Statistics Korea using the 2013 rate for the 2015 contribution, the 2014 rate for 2016, the 2015 rate for 2017, and the 2016 rate for 2018. Further, the inflation rate used for any given year shall not exceed four percent.

## Article III

The Labor Cost Sharing contributions shall consist of cash support and the Logistics Cost Sharing contributions shall consist of in-kind support. Republic of Korea Funded Construction shall consist of cash contributions and in-kind contributions. In this regard, the Exchange of Notes on ROKFC Implementation Principles shall be adopted and enter into force on the same date as this Agreement. If unexecuted in-kind contributions remain at the end of the year, those contributions shall roll over to the next year. The concerned authorities of the Parties shall put in their utmost efforts to minimize unexecuted contributions.

Each year's Labor Cost Sharing payments shall be made in three equal payments on or before April 1, June 1, and August 1 of that year. ROKFC cash contributions shall be paid on March 1 of each program year.

#### Article IV

All materials, supplies, equipment, and services provided as part of the in-kind contribution shall be exempt from Republic of Korea taxes, or provided on an after-tax basis. Such materials, supplies, equipment, and services procured by the Government of the Republic of Korea shall be exempt from individual consumption taxes and value added taxes. In the case of value added taxes, the zero rate shall be applied. If taxes are levied against any such materials, supplies, equipment, or services, payment of such taxes shall not be made from cost-sharing funding.

#### Article V

This Agreement shall enter into force upon the date of the exchange of written notifications by the Parties that their respective domestic legal procedures necessary for the entry into force of this Agreement have been completed, and shall remain in force until December 31, 2018.

The termination of this Agreement shall not affect the carrying out of any Logistics Cost Sharing contributions or Republic of Korea Funded Construction projects which are selected every year in accordance with the agreed procedures under this Agreement, and not fully executed as of the date of termination of this Agreement.

**Article VI**

The Parties may consult on all matters regarding this Agreement through the Joint Committee provided for in Paragraph 1 of Article XXVIII of the Status of Forces Agreement, or through the Joint Cost-Sharing Committee, which is composed of representatives appointed by the Parties.

**Article VII**

This Agreement may be revised and amended by written agreement of the Parties. Such amendments shall enter into force pursuant to the process provided in Article V.

IN WITNESS WHEREOF, the undersigned, duly authorized for the purpose, have signed this Agreement.

DONE at Seoul this 2nd day of February 20 14, in duplicate, in the English and Korean languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA



FOR THE REPUBLIC OF KOREA



아메리카합중국과 대한민국 간의

상호방위조약 제 4 조에 의한

시설과 구역 및 대한민국에서의 합중국군대의 지위에 관한 협정

제 5 조에 대한 특별조치에 관한 대한민국과 미합중국 간의 협정

미합중국과 대한민국 (이하 “당사자”라 한다)은 1966년 7월 9일 서울에서 서명되고 이후 개정된 「대한민국과 아메리카합중국 간의 상호방위조약 제 4조에 의한 시설과 구역 및 대한민국에서의 합중국군대의 지위에 관한 협정」 (이하 “주한미군지위협정”이라 한다) 중 주한미군의 유지에 수반되는 경비의 분담에 관한 원칙을 규정한 제 5 조와 관련하여, 한·미 동맹에 대한 굳건하고 상호적인 의지라는 목표를 인식하면서 다음과 같은 특별조치를 하기로 합의하였다.

#### 제 1 조

대한민국은 이 협정의 유효기간 동안 주한미군지위협정 제 5 조와 관련된 특별조치로서 주한미군의 주둔에 관련되는 경비의 일부를 부담한다. 대한민국의 지원분은 인건비 부담, 군수비용 부담, 그리고 대한민국이 지원하는 건설 항목으로 구성된다. 이 협정의 이행은 당사자 관계당국 간의 별도의 이행약정에 따른다.

당사자는 이 협정의 이행의 책임성과 투명성을 제고하기 위하여 최대의 노력을 기울인다. 이와 관련하여, 제도 개선에 관한 교환각서가 채택되어 이 협정과 같은 날에 발효한다.

## 제 2 조

이 협정은 2014년부터 2018년까지의 대한민국의 지원분을 결정한다. 2014년의 대한민국의 지원분은 9,200 억원이다. 2015년, 2016년, 2017년, 2018년 지원분은 전년도 지원분에 대한민국 통계청이 발표한 물가 상승률(소비자물가지수)만큼의 증가금액을 합산하여 결정되며, 2015년 지원분은 2013년도 물가 상승률을, 2016년 지원분은 2014년도 물가 상승률을, 2017년 지원분은 2015년도 물가 상승률을, 2018년 지원분은 2016년도 물가 상승률을 적용하여 결정된다. 다만, 모든 해당 연도에 적용되는 물가 상승률은 4 퍼센트를 초과하지 아니한다.

## 제 3 조

인건비 분담은 현금 지원이며, 군수비용 분담은 현물 지원이다. 대한민국이 지원하는 건설은 현금 지원과 현물 지원으로 구성된다. 이와 관련하여 대한민국이 지원하는 건설의 이행 원칙에 관한 교환각서가 채택되어 이 협정과 같은 날에 발효한다. 연도 말에 미집행 현물 지원분이 남아있을 경우 이 지원분은 다음 연도로 이월된다. 당사자의 관계당국은 미집행 지원분을 최소화하기 위하여 최대의 노력을 기울인다.

각 연도의 인건비 분담금은 3 회 균등 분할하여 해당 연도의 4 월 1 일이나 그 이전, 6 월 1 일이나 그 이전, 그리고 8 월 1 일이나 그 이전에 지급된다. 대한민국이 지원하는 건설의 현금 지원분은 각 사업 연도의 3 월 1 일에 지급된다.

#### 제 4 조

현물 지원의 일부로 제공되는 모든 물자·보급품·장비 및 용역은 대한민국의 조세로부터 면제되거나 납세 후 금액을 기준으로 제공된다. 대한민국 정부가 조달하는 그러한 물자·보급품·장비 및 용역은 개별소비세 및 부가가치세가 면제된다. 부가가치세의 경우에는 영세율을 적용한다. 그러한 물자·보급품·장비 또는 용역에 대하여 조세가 부과되는 경우, 그러한 조세 지불은 비용 분담 재원으로부터 이루어지지 아니한다.

#### 제 5 조

이 협정은 당사자가 이 협정의 발효를 위하여 필요한 그들 각자의 국내법적 절차를 완료하였다는 서면 통고를 교환하는 날에 발효하며, 2018 년 12 월 31 일까지 유효하다.

이 협정의 종료는 이 협정하에서 합의된 절차에 따라 매 연도에 선정되었으나 이 협정 종료일에 완전하게 이행되지 않은 모든 군수 지원 또는 대한민국이 지원하는 건설 사업의 이행에 영향을 미치지 아니한다.

#### 제6조

당사자는 주한미군지위협정 제28조 제1항에 규정된 합동위원회나 당사자가 임명하는 대표로 구성되는 방위비분담공동위원회를 통하여 이 협정에 관한 모든 문제를 협의할 수 있다.

#### 제7조

이 협정은 당사자의 서면 합의에 의하여 개정되고 수정될 수 있다. 그러한 수정은 제5조에 규정된 절차에 따라 발효한다.

이상의 증거로, 아래 서명자는 이 목적을 위하여 정당하게 권한을 위임받아 이 협정에  
서명하였다.

2014년 2월 2일 서형에서 동등하게 정본인 영어 및 한국어로 각 2부를 작성하였다.

미합중국을 대표하여



대한민국을 대표하여



## **Implementation Arrangement for the Special Measures Agreement**

## **Implementation Arrangement for the Special Measures Agreement**

This arrangement shall be used to implement the Agreement between the United States of America and the Republic of Korea concerning Special Measures Relating to Article V of the Agreement under Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea regarding Facilities and Areas and the Status of United States of America Armed Forces in the Republic of Korea (hereinafter referred to as "SMA"), signed on February 2, 2014, and the Exchange of Notes on System Improvements and the Exchange of Notes on ROKFC Implementation Principles under the Agreement concerning Special Measures relating to Article V of the Agreement under Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea both exchanged on February 26, 2014 (hereinafter referred to as "Exchange of Notes on System Improvements" and "Exchange of Notes on ROKFC Implementation Principles," respectively).

1. The Republic of Korea (ROK) Ministry of National Defense (MND) and U.S. Forces Korea (USFK) shall comprehensively review and assess the USFK allocation requirements for the three cost-sharing categories (Labor Cost Sharing, Logistics Cost Sharing (LCS), and ROK Funded Construction (ROKFC)), based on relevant documents and materials, through the Joint Cost Sharing Committee.

a. For the comprehensive review and assessment on the amount of allocations, USFK shall provide relevant materials no later than two (2) weeks prior to the Joint Cost Sharing Committee session. At this time, USFK shall provide ROK MND detailed materials that can serve as a basis for the allocations. Relevant materials for Labor Cost Sharing include the number of employees to be supported by SMA funds, estimated cost of these employees, and explanation of known adjustments to the number of employees and pay. Relevant materials for ROKFC include the draft project list and brief project descriptions. Relevant materials for LCS include the individual project list.

b. In accordance with this procedure, USFK shall provide ROK MND the 2014 allocation for each cost-sharing category within 45 days of the SMA entering into force. As for the allocations for each category from 2015 to 2018, USFK shall provide ROK MND the estimated amount of allocations for the three cost sharing categories by March 15 of the year before the year of execution. The final amount of allocations shall be provided by August 31 of the year before the year of execution taking into full consideration the aforementioned joint review and assessment. When the amount of allocation for each cost-sharing category is being determined, the allocation for Labor Cost Sharing shall be reviewed and assessed first.

2. The ROK SMA contribution shall be paid in Korean Won and distributed among the following categories:

a. Labor Cost Sharing.

Labor Cost Sharing contributions shall be paid in cash. Taking into consideration that a significant portion of SMA contribution is provided for labor cost sharing, USFK shall continue

to endeavor to enhance the welfare and well-being of its Korean National workforce and shall not terminate employment unless there is just cause or unless such employment is inconsistent with the military requirements of the U.S. Armed Forces. When military requirements make reductions necessary, USFK shall endeavor to minimize employee terminations to the extent possible. Contributions provided by the ROK shall be used solely for salaries and benefits of the USFK Korean National employees in the ROK. USFK shall provide an annual execution report for the previous year to the Programming and Budgeting Bureau of ROK MND (Director General of Programming and Budgeting Bureau) not later than March 1 for the previous year. The annual execution report shall include details such as the number of employees that received support from the SMA program, payment distribution by organization and pay category, distribution of employees by position, number of employees for each pay grade, and explanation of adjustments in the number of employees and pay. The total amount of the ROK contribution shall be no more than seventy-five (75) percent of the labor costs for USFK's Korean National work force.

b. Republic of Korea Funded Construction (ROKFC)

The ROKFC program is a cash and in-kind program. As stated in Principle 6 of the Exchange of Notes on ROKFC Implementation Principles, design and construction oversight, which average twelve (12) percent of the total project costs, are paid by the ROK in cash. Other ROKFC contributions shall be provided in-kind, in principle.

In accordance with Principle 9 of the Exchange of Notes on ROKFC Implementation, additional cash contributions for ROKFC shall be made available in exceptional cases where ROK MND and USFK agree through consultation that specific military facilities require U.S. construction award and implementation due to military needs and requirements and there is no sufficient cash reserve available for that purpose. ROK MND and USFK agree that the funds cannot be used to construct, expand, repair, or manage recreation facilities, such as clubs, golf courses, theaters, and bowling alleys.

Projects shall be initially selected and prioritized by the USFK Commander. ROK MND and USFK shall review and discuss ROKFC projects through the Joint Coordinating Group (JCG). USFK shall submit a draft construction projects list, initial project design list, and brief project descriptions to ROK MND by November 30 two years prior to the year of execution through a session of the JCG. USFK shall submit its final draft construction project list to ROK MND by August 31 of the year before the year of execution. Concerns may be elevated to the Joint Cost Sharing Committee no later than October 1 of the year before the year of execution. If unresolved, those concerns may be elevated to the Minister of National Defense and the USFK Commander for resolution no later than November 1 of the year before the year of execution. Based on, and incorporating the aforementioned consultation and coordination, USFK shall submit its final construction project list to ROK MND by November 30 of the year before the year of execution. Projects shall be planned, reviewed, and executed in accordance with the Exchange of Notes on System Improvements and the designated principles of in-kind funding implementation as memorialized in the Exchange of Notes on ROKFC Implementation Principles, dated February 26, 2014. ROK MND and USFK each shall appoint an appropriate senior level official to co-chair the Joint Coordinating Group. The cash contributions provided by

the ROK shall be used by the United States of America to supervise and execute design and construction of projects in the ROK for the use of the U.S. Armed Forces.

Korean materials shall be used to the maximum extent practicable, provided they meet applicable U.S. and Korean standards.

USFK shall provide an information copy of the draft project list within seven days of the USFK Commander approval. The final list shall be provided upon approval by U.S. authorities. Copies of all construction contracts and contract modifications awarded in the in-kind ROKFC program and quarterly execution reports shall be provided to the USFK Assistant Chief of Staff, Engineer. Copies of all construction contracts and contract modifications awarded with the cash ROKFC contribution and quarterly execution reports shall be provided to ROK MND (Director General of the Military Installations Planning Bureau). Quarterly execution reports shall be in accordance with the form developed by ROK MND and USFK.

Environmental issues are important. USFK and ROK MND shall make strong efforts to use the ROKFC contribution in constructing new facilities that take into account environmental protection.

Facilities constructed under the ROKFC program shall be granted to the United States under Article II of the Status of Forces Agreement. The facilities shall be considered as being "provided by the Republic of Korea" for purposes of the Agreed Minutes to Article IV of the Status of Forces Agreement and shall be returned to the Republic of Korea when they are no longer needed for the purposes of the Status of Forces Agreement.

Implementation of the ROKFC in-kind program shall be in accordance with a separate in-kind construction implementing agreement between the ROK MND and USFK.

#### c. Logistics Cost-Sharing (LCS)

The LCS contributions are provided in-kind.

Under the LCS program, the ROK MND Logistics Management Bureau shall furnish equipment, supplies, and services in categories such as: Single Ammunition Logistics System-Korea (SALS-K); Munitions Activities Gained through Negotiations under U.S. and ROK Memorandum of Understanding (MAGNUM); petroleum, oils, and lubricants distribution and storage; transportation; repair and maintenance services; certain agreed rents excluding family housing; a portion of base operations support; war reserve materiel maintenance; vehicle, equipment, and materiel purchases; and facility sustainment services. Projects and implementation details on the aforementioned categories shall be in accordance with a separate LCS implementing agreement between ROK MND and USFK. All projects to be executed in the year of execution shall be confirmed by USFK and thereafter be approved by ROK MND no later than December 15 of the year before the year of execution. ROK MND acknowledges there may be changes to the original project list based on unforeseen events during the execution year.

USFK shall order the equipment, supplies, and services based on contracts USFK solicits and negotiates. USFK makes contract source selection decisions, prepares contract documents, and submits to ROK MND for final approval. USFK shall issue the Inspection Report to the contractor after agreed-upon periods for each project. The contractor shall provide USFK the invoice, and USFK shall provide ROK MND the Inspection Report and the copy of the invoice. ROK MND shall exercise a carryover process of funds into the subsequent calendar year for work or products that are on a contract but cannot be delivered by December 31 of the program year. ROK MND and USFK shall agree upon a definition for the term "Korean contractor," and amend the LCS Implementing Agreement accordingly. The standing consultative mechanism shall share information on projects under the LCS program in planning or execution phase, and conduct joint review on the contract award and payment process. The standing consultative mechanism shall put in efforts to resolve hardships faced by Korean contractors and to improve procedures streamlining the administrative process. Implementation details of the standing consultative mechanism shall be in accordance with a separate implementing agreement between ROK MND and USFK.

3. The Joint Cost Sharing Committee, co-chaired by the Director General, International Policy Bureau, ROK MND, and the Assistant Chief of Staff, J-5, USFK, shall meet at the request of either party.

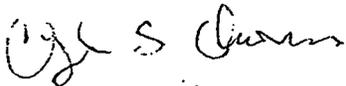
4. The successor command to USFK is provisionally named U.S. Korea Command (KORCOM). Upon activation of KORCOM, all references herein to USFK shall expressly apply to KORCOM.

5. To enhance information sharing, the format of materials USFK provides to ROK MND shall be determined through mutual agreement by the Joint Cost Sharing Committee.

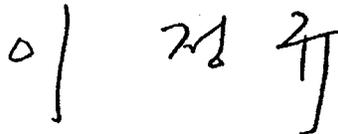
6. This Implementation Arrangement shall enter into force following signature by both Parties and upon exchange of written notification by the Republic of Korea and the United States of America that the SMA has been approved in accordance with their respective domestic legal procedures and shall remain in force for the duration of the SMA.

DONE at Seoul, Korea, this 18<sup>th</sup> day of June, 2014, in duplicate originals in the English and Korean languages, both texts being equally authentic.

FOR United States Forces Korea



FOR Ministry of National Defense



## 방위비분담금 특별협정에 대한 이행약정

## 방위비분담금 특별협정에 대한 이행약정

이 약정은 2014년 2월 2일 서명된 「아메리카합중국과 대한민국 간의 상호방위조약 제 4조에 의한 시설과 구역 및 대한민국에서의 합중국 군대의 지위에 관한 협정 제 5조에 대한 특별조치에 관한 미합중국과 대한민국 간 협정 (이하“특별협정”)」과 2014년 2월 26일에 교환된, 아메리카합중국과 대한민국 간의 상호방위조약 제 4조에 의한 시설과 구역 및 대한민국에서의 합중국 군대의 지위에 관한 협정 제 5조에 대한 특별조치에 관한 미합중국과 대한민국 간 협정에 의거한 「제도 개선에 관한 교환각서(이하 “제도개선 교환각서”)」 및 「대한민국이 지원하는 건설의 이행원칙에 관한 교환각서(이하 “건설의 이행원칙에 관한 교환각서”)」를 이행하는데 사용된다.

1. 대한민국 국방부(이하 “한국 국방부”)와 주한미군사령부(이하 “주한 미군사”)는 관련 문서 및 자료를 기초로 방위비분담공동위원회를 통해 3개 분담금 항목별 (인건비, 군수비용 분담, 대한민국이 지원하는 건설비 (군사건설비)) 배정 소요를 종합적으로 검토하고 평가한다.

가. 배정액의 종합적인 검토와 평가를 위해 방위비분담공동위원회 개최 2주 전까지 주한미군사는 관련 자료를 제출한다. 이때 주한미군사는 한국 국방부에 자금배정의 근거가 될 수 있는 세부 자료를 제출한다. 인건비 항목 관련 자료는 방위비 분담금으로 지원되는 고용원 수, 이들 인원에 지급되는 인건비 규모, 그리고 확인 가능한 인원·임금수준 변동사항에 대한 설명을 포함한다. 군사건설 항목 관련 자료는 사업 목록 초안 및 사업설명서를 포함한다. 군수지원 항목 관련 자료는 개별 사업목록을 포함한다.

나. 주한미군사는 이 절차에 따라 2014년 항목별 자금 배정액을 특별협정의 효력이 발생한 후 45일 이내에 한국 국방부에 제공한다.

2015년부터 2018년까지의 항목별 자금 배정과 관련하여, 주한미군사는 집행 연도의 전년도 3월 15일까지 잠정 배정액을, 집행연도의 전년도 8월 31일까지 방위비분담공동위원회를 통한 공동 검토 및 평가를 최대한 고려한 최종 배정액을 제공한다. 방위비분담금 항목별 자금 배정시, 인건비를 가장 먼저 검토 및 평가한다.

2. 대한민국이 제공하는 분담금은 원화로 지급되며, 다음 항목들에 배정된다.

#### 가.. 인건비

인건비 분담금은 현금으로 지급된다. 주한미군사는 방위비분담금의 상당부분이 인건비로 지원된다는 점을 고려하여 소속 한국인 근로자의 복지와 안녕의 증진을 위해 지속적으로 노력하며, 정당한 이유가 없거나 혹은 그러한 고용이 합중국군대의 군사상 필요에 배치되지 아니하는 경우에는 고용을 종료하여서는 아니 된다. 군사상 필요로 인하여 감원을 요하는 경우에는, 주한미군사는 가능한 범위까지 고용의 종료를 최소화하기 위하여 노력하여야 한다. 대한민국이 제공하는 인건비 분담금은 주한미군사가 고용한 한국인 고용원들의 급료와 후생복지비를 지불하기 위해서만 사용된다. 주한미군사는 3월 1일 이전에 전년도 연간 집행보고서를 한국 국방부 계획예산관실(계획예산관)에 제출하여야 한다. 이때 연간 집행보고서에는 방위비분담금으로 인건비가 지원된 지급 대상 고용원 수, 기관별·임금 항목별 인건비 내역, 직책별 고용원 분포, 직급별 인원수, 인원·임금수준 변동 사유 등 구체적 내용이 포함

되어야 한다. 대한민국이 분담하는 인건비의 전체규모는 주한미군사가 고용하는 한국인 고용원 인건비 전체의 75%를 초과하지 않는다.

#### 나. 대한민국이 지원하는 건설비 (군사건설비)

군사건설 사업은 현금 및 현물 사업이다. 「건설의 이행원칙에 대한 교환각서」 제 6항에 명시된 바와 같이 설계 및 시공감리는 총 사업비의 평균 12%를 차지하며 대한민국이 현금으로 지급한다. 이를 제외한 군사건설비는 원칙적으로 현물로 지원한다.

「건설의 이행원칙에 관한 교환각서」의 제9항에 따라, 특정 군사건설사업이 군사적 필요와 소요로 인해 미합중국이 계약 체결 및 건설 이행을 해야 하며 동 목적을 위해 가용한 현금 보유액이 부족하다고 한국 국방부와 주한미군사가 협의를 통해 합의하는 예외적인 경우에는 추가 현금지원이 이루어질 수 있다. 한국 국방부와 주한미군사는 동 자금이 회관, 골프장, 극장 및 볼링장과 같은 위락시설들을 건설, 확장, 수리 또는 관리하는데 사용될 수 없다는데 동의한다.

군사건설 개별사업은 주한미군사령관에 의해 처음 선정되고 우선순위가 매겨진다. 대한민국 국방부와 주한미군사는 합동협조단을 통하여

이를 검토하고 협의한다. 주한미군사는 합동협조단 회의를 통하여 집행연도의 전전년도 11월 30일까지 건설 사업 목록의 초안 및 초기 사업 설계 목록, 그리고 간략한 사업 설명서를 대한민국 국방부에 제출한다. 주한미군사는 최종 건설 사업 목록의 초안을 집행연도의 전년도 8월 31일까지 대한민국 국방부에 제출한다. 중요 관심 사항은 집행연도의 전년도 10월 1일까지 방위비분담공동위원회에 상정될 수 있다. 해결되지 않을 경우, 동 사항은 해결을 위하여 집행연도의 전년도 11월 1일까지 대한민국 국방부 장관과 주한미군사령관에게 상정될 수 있다. 주한미군사는 상기 협의 및 조정 결과에 기반하고 이를 통합하여 최종 건설 사업 목록을 집행연도의 전년도 11월 30일까지 대한민국 국방부에 제출한다. 군사건설 개별사업은 2014년 2월 26일 교환된 「제도개선 교환각서」 및 「건설의 이행원칙에 관한 교환각서」에 명시된 현물 이행 지침에 따라 건설계획이 수립되고 검토되며 집행된다. 대한민국 국방부와 주한미군사는 각각 적절한 고위급 인사를 합동협조단의 공동 위원장으로 임명한다. 대한민국이 제공하는 현금 분담금은 미군의 사용을 위한 대한민국 내 개별사업들의 공사감독, 설계 집행 및 건설을 위해 합중국군대에 의해 사용된다.

대한민국과 미합중국의 표준에 부합하는 한 한국산 자재를 가용한 범위에서 최대한 사용한다.

주한미군사는 주한미군사령관의 개별사업 목록 승인 후 7일 이내에 개별사업 목록 초안을 제공한다. 최종 목록은 미합중국 당국의 승인 후 제공된다. 현물 군사사업의 모든 계약서 및 수정계약서의 사본과 분기별 집행보고서는 주한미군사 공병참모부에 제공되어야 한다. 군사건설비 현금 분담금의 모든 건설 계약서 및 수정 계약서의 사본과 분기별 집행보고서는 한국 국방부(군사시설기획관)에 제공되어야 한다. 분기별 집행 보고서는 한국 국방부와 주한미군사가 개발한 양식에 따른다.

환경문제는 중요하다. 주한미군사와 한국 국방부는 군사건설비로 제공되는 새로운 시설이 환경보호를 고려하여 건설될 수 있도록 최선의 노력을 다한다.

군사건설비로 건설된 시설물은 주한미군지위협정(SOFA) 제 2조에 따라 미측에 공여된다. 이러한 시설물은 주한미군지위협정 제4조에 대한 합의의사록 목적에 따라 “대한민국에 의해 제공되는” 것으로 간주되며, 주한미군지위협정의 목적을 위해 더 이상 필요하지 않게 되면

대한민국에 반환된다.

현물군사건설사업의 이행은 한국 국방부와 주한미군사간 별도의 현물건설 이행 합의서에 따른다.

#### 다. 군수비용 분담

군수비용 분담은 현물로 지급한다.

한국 국방부 군수관리관실은 군수비용 분담 프로그램에 따라 장비, 보급품 및 용역을 지원한다. 이러한 지원은 한미 단일탄약군수체제(SALS-K), 한미 항공탄약 공동관리 양해각서(MAGNUM), 휘발유, 등유 및 윤활유 분배 및 저장, 수송, 수리 및 정비용역, 가족주택을 제외한 합의된 특정 임차료, 기지운영지원의 일부, 전쟁예비물자 유지, 차량, 장비 및 물자구입, 주한미군시설의 유지 용역과 같은 분야에서 이루어진다. 이러한 분야의 세부 사업 내용과 사업 이행에 대하여는 한국 국방부와 주한미군사간의 별도의 이행합의서에 규정한다. 사업 당해연도에 시행할 모든 사업은 사업시행 전년도 12월 15일까지 주한미군사가 확정하고, 한국 국방부가 승인한다. 한국 국방부는 사업목록이 집행년도간 발생

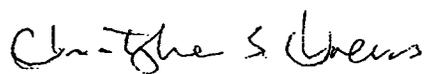
한 예측할 수 없는 상황으로 인해 수정 될 수 있음을 인정한다.

주한미군사는 주한미군사가 공고하고 협상한 계약에 근거하여 장비, 보급품과 용역을 발주한다. 주한미군사는 계약 대상 업체를 결정하고, 계약 문서를 구비하여 한국 국방부의 최종승인을 받는다. 주한미군사는 사업당 합의된 기간이 소요된 후 계약업체에 검수증명서를 발급하고, 계약업체는 주한미군사에 송장을 제공하며, 주한미군사는 한국 국방부에 검수증명서와 송장사본을 제출한다. 한국 국방부는 계약은 이루어졌으나 사업연도 12월 31일까지 이행되지 않은 용역과 물품의 예산은 다음 연도로 이월한다. 한국 국방부와 주한미군사는 “대한민국 계약업체”에 대한 용어의 정의에 합의하고 이를 군수비용 분담 이행합의서에 반영한다. 상설협의체는 군수비용 분담 프로그램으로 계획 및 진행 중인 사업정보에 대해 공유하고 계약발주 및 대금지급 과정을 공동 점검한다. 상설협의체는 대한민국 계약업체가 직면한 애로사항을 해결하고, 행정절차를 간소화하는 방안을 발전시키기 위해 노력한다. 상설협의체의 세부운영에 대해서는 한국 국방부와 주한미군사간의 별도의 이행합의서에 규정한다.

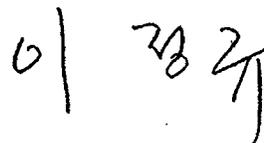
3. 방위비분담공동위원회는 한국 국방부 국제정책관과 주한미군사 기획참모부장을 공동위원장으로 하며, 어느 일방이 요청시 개최된다.
4. 주한미군사를 계승하는 사령부의 잠정 명칭은 미한국사령부 (US KORCOM) 이다. 미 한국사령부가 설립되면, 본 이행약정에서 주한미군사로 언급된 모든 내용은 미한국사령부로 명확히 적용된다.
5. 정보공유 증진을 위해 주한미군사가 대한민국 국방부에 제공하는 자료의 양식은 방위비분담공동위원회의 상호합의를 통해 결정된다.
6. 이 이행약정은 양국의 서명과 대한민국과 미합중국이 각국의 국내법 절차에 따라 특별협정이 승인되었다는 서면 통보를 교환함에 따라 효력을 발생하며, 특별협정의 기간 동안 유효하다.

2014년 6월 18일 대한민국 서울에서 동등하게 정본인 한국어본과 영어본으로 각 2부씩 작성하였다.

주한미군사를 대표하여



대한민국 국방부를 대표하여



No. 040

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to recent discussions between representatives of our two governments regarding the Agreement between the Republic of Korea and the United States of America Concerning Special Measures Relating to Article V 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 signed on February 2, 2014 (hereinafter referred to as "the SMA"), and proposes that the in-kind construction contributions shall be implemented in accordance with the following principles:

- (1) The Republic of Korea Funded Construction remains under the SMA.
- (2) The United States of America, after consultation with the Republic of Korea, selects and prioritizes construction projects based on military needs.
- (3) The Republic of Korea awards construction contracts and implements construction projects in accordance with the corresponding timeline as identified and developed during project design.
- (4) The United States is responsible for project design.

(5) The United States provides design specifications and a list of acceptable contractors to the Republic of Korea. Contractors shall be Republic of Korea companies selected from the United States Army Corps of Engineers Far East District's Pre-Qualified contractor list.

(6) Design and Construction oversight, which averages twelve (12) percent of the total project costs, is paid by the Republic of Korea in cash.

(7) Any bid savings shall be used for future projects.

(8) The United States and the Republic of Korea shall establish proper procedures to prevent unexecuted contributions. In the unlikely event that unexecuted contributions exist at the end of the year, those contributions shall roll over to the next year.

(9) An annual review system shall be established to ensure in-kind procedures are working. For the project or projects where it is determined in-kind procedures are not working, the Republic of Korea and the United States shall consult in an effort to resolve the problem, and take proper actions to complete the project or projects including providing cash to the United States. In this regard, the Republic of Korea Ministry of National Defense and U.S. Forces Korea may enter into implementation arrangements.

If the foregoing is acceptable to the Republic of Korea, the Embassy has the honor to propose that this note, together with the Ministry's reply, shall constitute an agreement

between the two governments, which shall enter into force at the same time as the SMA.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Korea the assurances of its highest consideration.

The Embassy of the United States of America

Seoul, February 26, 2014.





MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF KOREA

OZT-555

The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 040 dated February 26, 2014, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to recent discussions between representatives of our two governments regarding the Agreement between the Republic of Korea and the United States of America Concerning Special Measures Relating to Article V 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 signed on February 2, 2014 (hereinafter referred to as "the SMA"), and proposes that the in-kind construction contributions shall be implemented in accordance with the following principles:

- (1) The Republic of Korea Funded Construction remains under the SMA.
- (2) The United States of America, after consultation with the Republic of Korea, selects and prioritizes construction projects based on military needs.
- (3) The Republic of Korea awards construction contracts and implements construction projects in accordance with the corresponding timeline as identified and developed during project design.
- (4) The United States is responsible for project design.
- (5) The United States provides design specifications and a list of acceptable contractors to the Republic of Korea. Contractors shall be Republic of Korea companies selected from the United States Army Corps of Engineers Far East District's Pre-Qualified contractor list.

- (6) Design and Construction oversight, which averages twelve (12) percent of the total project costs, is paid by the Republic of Korea in cash.
- (7) Any bid savings shall be used for future projects.
- (8) The United States and the Republic of Korea shall establish proper procedures to prevent unexecuted contributions. In the unlikely event that unexecuted contributions exist at the end of the year, those contributions shall roll over to the next year.
- (9) An annual review system shall be established to ensure in-kind procedures are working. For the project or projects where it is determined in-kind procedures are not working, the Republic of Korea and the United States shall consult in an effort to resolve the problem, and take proper actions to complete the project or projects including providing cash to the United States. In this regard, the Republic of Korea Ministry of National Defense and U.S. Forces Korea may enter into implementation arrangements.

If the foregoing is acceptable to the Republic of Korea, the Embassy has the honor to propose that this note, together with the Ministry's reply, shall constitute an agreement between the two governments, which shall enter into force at the same time as the SMA.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Korea the assurances of its highest consideration.

The Embassy of the United States of America,

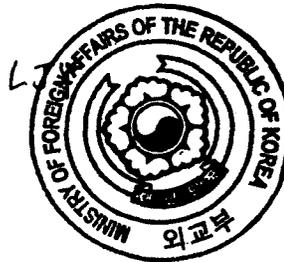
Seoul, February 26, 2014"

The Ministry of Foreign Affairs of the Republic of Korea has the honor to inform the Embassy of the United States of America that the proposals set forth in the Embassy's note are acceptable to the Republic of Korea and to agree that the

Embassy's note and this note shall constitute an agreement between the two governments, which shall enter into force at the same time as the SMA.

The Ministry of Foreign Affairs avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Seoul, February 26, 2014





MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF KOREA

OZT-556

The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the Embassy of the United States of America and has the honor to refer to recent discussions between representatives of our two governments regarding the Agreement between the Republic of Korea and the United States of America Concerning Special Measures Relating to Article V 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 signed on February 2, 2014 (hereinafter referred to as "the SMA"), and, in order to enhance accountability and transparency for implementation of the SMA, proposes the following system improvements:

**1. Reinforce Coordination on the Allocations for Cost-Sharing Categories and the Review of Requirements**

1-1. The Republic of Korea Ministry of National Defense (ROK MND) and U.S. Forces Korea (USFK) shall comprehensively review and assess the USFK allocation requirements for the three cost-sharing categories (i.e., Labor Cost Sharing, Logistics Cost Sharing (LCS), and Republic of Korea Funded Construction (ROKFC)), based on relevant documents and materials, through the Joint Cost-Sharing Committee. When necessary, the discussion may be elevated to the Minister of National Defense and the USFK Commander for further deliberation.

1-2. USFK shall complete estimation of the amount of allocations for the three categories by March 15 of the year before the year of execution. USFK shall take into full consideration the aforementioned joint review and assessment when submitting its final amount of allocations to ROK MND by August 31 of the year before the year of execution.

## **2. Establish an Effective Consultation Mechanism for ROKFC**

2-1. ROK MND and USFK shall establish through consultation each year's ROKFC program.

- ROKFC projects shall be initially selected and prioritized by USFK.
- ROK MND and USFK shall review and discuss ROKFC projects through the Joint Coordinating Group (JCG). ROK MND and USFK each shall appoint an appropriate senior level official to co-chair the JCG. Details concerning the operations of the JCG shall be included in the Implementing Agreement for ROKFC In-Kind Projects.
- USFK shall submit a draft construction projects list, initial project design list, and brief project descriptions to ROK MND by November 30 two years prior to the year of execution through a session of the JCG.
- ROK MND and USFK should hold a ROKFC coordination meeting twice every month.
- USFK shall submit its final draft construction projects list to ROK MND by August 31 of the year before the year of execution.
- Concerns may be elevated to the Joint Cost-Sharing Committee no later than October 1 of the year before the year of execution. If unresolved, those concerns may be elevated to the Minister of National Defense and the USFK Commander for resolution no later than November 1 of the year before the year of execution.
- Based on, and incorporating the aforementioned consultation and coordination, USFK shall submit its final construction projects list to ROK MND by November 30 of the year before the year of execution.
- When and if a situation occurs that was not envisioned at the time of establishing the final construction projects list, USFK may substitute an emergent requirement into the final construction projects list to the minimum extent necessary based solely on military needs through and until August 31 of the year of execution.

2-2. ROK MND and USFK shall review comprehensively the previous, present, and future years' ROKFC program through a session of the JCG at least once a year. In preparation for this meeting, USFK shall provide ROK MND with a forecast for future ROKFC projects.

### **3. Improve the Working Methods and Procedures for the Logistics Cost Sharing (LCS) Program**

3-1. ROK MND and USFK shall agree upon a definition for the term "Korean contractor," taking into full consideration the concerns of the ROK Government regarding Korean entities, as well as relevant laws and regulations, and amend the LCS Implementing Agreement accordingly.

3-2. ROK MND and USFK shall establish a standing consultative mechanism to reinforce mutual efforts to: improve methods and procedures to streamline administrative processes for all Korean contractors, including small and medium sized enterprises; improve methods of tracking and monitoring contract award and payment; improve program information sharing; and improve measures to promptly resolve difficulties faced by Korean contractors under the LCS program.

### **4. Enhance Transparency Regarding Labor Cost Sharing**

4-1. USFK shall continue to endeavor to enhance the welfare and well-being of its Korean National workforce. In this regard, the review and assessment of SMA allocation by the Joint Cost-Sharing Committee shall start with Labor Cost Sharing.

4-2. USFK shall provide ROK MND with detailed information concerning implementation of the Labor Cost Sharing program, in addition to the SMA Comprehensive Annual Execution Report presented at the Korea-U.S. Integrated Defense Dialogue (KIDD).

### **5. Enhance Information Sharing**

5-1. ROK MND may share the result of the Joint Cost-Sharing Committee's discussion about allocations for the three categories with the Republic of Korea National Assembly.

5-2. ROK MND and USFK shall prepare the SMA Comprehensive Annual Execution Report on the contributions across the three categories each is respectively responsible for executing during the previous year, and submit it to the KIDD co-chairs by April

of the year after the year of execution.

5-3. USFK shall provide ROK MND with a detailed status report of unexecuted ROKFC cash contributions twice each calendar year.

5-4. ROK MND may share the information from the aforementioned reports and other periodic execution reports with the Republic of Korea National Assembly in a manner that would not compromise military security.

If the foregoing proposal is acceptable to the United States of America, the Ministry has the honor to propose that this note, together with the Embassy's note in reply, shall constitute an agreement between the two governments, which shall enter into force on the same date as the SMA.

The Ministry of Foreign Affairs of the Republic of Korea avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Seoul, February 26, 2014



No.041

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to the latter's Note No. OZT-556 of February 26, 2014, the content of which, states as follows:

"The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the Embassy of the United States of America and has the honor to refer to recent discussions between representatives of our two governments regarding the Agreement between the Republic of Korea and the United States of America Concerning Special Measures Relating to Article V 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 signed on February 2, 2014 (hereinafter referred to as "the SMA"), and, in order to enhance accountability and transparency for implementation of the SMA, proposes the following system improvements:

**1. Reinforce Coordination on the Allocations for Cost-Sharing Categories and the Review of Requirements**

1-1. The Republic of Korea Ministry of National Defense (ROK MND) and U.S. Forces Korea (USFK) shall comprehensively review and assess the USFK allocation requirements for the three cost-sharing categories (i.e., Labor Cost Sharing, Logistics

Cost Sharing (LCS), and Republic of Korea Funded Construction (ROKFC)), based on relevant documents and materials, through the Joint Cost-Sharing Committee. When necessary, the discussion may be elevated to the Minister of National Defense and the USFK Commander for further deliberation.

1-2. USFK shall complete estimation of the amount of allocations for the three categories by March 15 of the year before the year of execution. USFK shall take into full consideration the aforementioned joint review and assessment when submitting its final amount of allocations to ROK MND by August 31 of the year before the year of execution.

## **2. Establish an Effective Consultation Mechanism for ROKFC**

2-1. ROK MND and USFK shall establish through consultation each year's ROKFC program.

- ROKFC projects shall be initially selected and prioritized by USFK.
- ROK MND and USFK shall review and discuss ROKFC projects through the Joint Coordinating Group (JCG). ROK MND and USFK each shall appoint an appropriate senior level official to co-chair the JCG. Details concerning the operations of the JCG shall be included in the Implementing Agreement for ROKFC In-Kind Projects.
- USFK shall submit a draft construction projects list, initial project design list, and brief project descriptions to ROK MND by November 30 two years prior to the year of execution through a session of the JCG.

- ROK MND and USFK should hold a ROKFC coordination meeting twice every month.
- USFK shall submit its final draft construction projects list to ROK MND by August 31 of the year before the year of execution.
- Concerns may be elevated to the Joint Cost-Sharing Committee no later than October 1 of the year before the year of execution. If unresolved, those concerns may be elevated to the Minister of National Defense and the USFK Commander for resolution no later than November 1 of the year before the year of execution.
- Based on, and incorporating the aforementioned consultation and coordination, USFK shall submit its final construction projects list to ROK MND by November 30 of the year before the year of execution.
- When and if a situation occurs that was not envisioned at the time of establishing the final construction projects list, USFK may substitute an emergent requirement into the final construction projects list to the minimum extent necessary based solely on military needs through and until August 31 of the year of execution.

2-2. ROK MND and USFK shall review comprehensively the previous, present, and future years' ROKFC program through a session of the JCG at least once a year. In preparation for this meeting, USFK shall provide ROK MND with a forecast for future ROKFC projects.

### **3. Improve the Working Methods and Procedures for the Logistics Cost Sharing (LCS) Program**

3-1. ROK MND and USFK shall agree upon a definition for the term "Korean contractor," taking into full consideration the concerns of the ROK Government regarding Korean entities, as well as relevant laws and regulations, and amend the LCS Implementing Agreement accordingly.

3-2. ROK MND and USFK shall establish a standing consultative mechanism to reinforce mutual efforts to: improve methods and procedures to streamline administrative processes for all Korean contractors, including small and medium sized enterprises; improve methods of tracking and monitoring contract award and payment; improve program information sharing; and improve measures to promptly resolve difficulties faced by Korean contractors under the LCS program.

### **4. Enhance Transparency Regarding Labor Cost Sharing**

4-1. USFK shall continue to endeavor to enhance the welfare and well-being of its Korean National workforce. In this regard, the review and assessment of SMA allocation by the Joint Cost-Sharing Committee shall start with Labor Cost Sharing.

4-2. USFK shall provide ROK MND with detailed information concerning implementation of the Labor Cost Sharing program, in addition to the SMA Comprehensive Annual Execution Report presented at the Korea-U.S. Integrated Defense Dialogue (KIDD).

## **5. Enhance Information Sharing**

5-1. ROK MND may share the result of the Joint Cost-Sharing Committee's discussion about allocations for the three categories with the Republic of Korea National Assembly.

5-2. ROK MND and USFK shall prepare the SMA Comprehensive Annual Execution Report on the contributions across the three categories each is respectively responsible for executing during the previous year, and submit it to the KIDD co-chairs by April of the year after the year of execution.

5-3. USFK shall provide ROK MND with a detailed status report of unexecuted ROKFC cash contributions twice each calendar year.

5-4. ROK MND may share the information from the aforementioned reports and other periodic execution reports with the Republic of Korea National Assembly in a manner that would not compromise military security.

If the foregoing proposal is acceptable to the United States of America, the Ministry has the honor to propose that this note, together with the Embassy's note in reply, shall constitute an agreement between the two governments, which shall enter into force on the same date as the SMA.

The Ministry of Foreign Affairs of the Republic of Korea avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Seoul, February 26, 2014"

The Embassy of the United States of America has the honor to confirm and inform the Ministry of Foreign Affairs of the Republic of Korea that the proposals as set forth in the Ministry's note No. OZT-556 of February 26, 2014, as herein quoted, are acceptable to the Government of the United States of America and that the Ministry's said note and this note shall constitute an agreement between the Government of the United States of America and the Government of the Republic of Korea which shall enter into force on this date.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Korea the assurances of its highest consideration.

The Embassy of the United States of America

Seoul, February 26, 2014



No. 139

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to the Exchange of Notes on System Improvements for implementation of the Agreement concerning Special Measures relating to Article V of SOFA exchanged on February 26, 2014 (the "Exchange of Notes"). On behalf of the Government of the United States of America, the Embassy proposes that a correction be made to the penultimate paragraph of the Embassy's note No. 041 of February 26, 2014, to reflect the Parties' intent that the Exchange of Notes shall enter into force on the same date as the SMA.

The paragraph to be corrected currently reads as follows:

"The Embassy of the United States of America has the honor to confirm and inform the Ministry of Foreign Affairs of the

Republic of Korea that the proposals as set forth in the Ministry's note No. OZT-556 of February 26, 2014, as herein quoted, are acceptable to the Government of the United States of America and that the Ministry's said note and this note shall constitute an agreement between the Government of the United States of America and the Government of the Republic of Korea which shall enter into force on this date."

The Embassy proposes to correct this paragraph to read as follows:

"The Embassy of the United States of America has the honor to confirm and inform the Ministry of Foreign Affairs of the Republic of Korea that the proposals as set forth in the Ministry's note No. OZT-556 of February 26, 2014, as herein quoted, are acceptable to the Government of the United States of America and that the Ministry's said note and this note shall constitute an

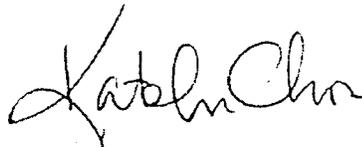
agreement between the Government of the United States of America and the Government of the Republic of Korea which shall enter into force on the same date as the SMA.”

The Embassy further proposes that this note and the Ministry’s note in reply, accepting the correction, shall constitute a correction of the Exchange of Notes and shall become an integral part thereof.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Korea the assurances of its highest consideration.

Embassy of the United States of America,

Seoul, Republic of Korea, 6/17/2014





MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF KOREA

OZT- 25/8

The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 139 dated June 17, 2014, regarding the Exchange of Notes on System Improvements for implementation of the Agreement concerning Special Measures relating to Article V of SOFA exchanged on February 26, 2014 (the "Exchange of Notes") and proposing a correction to the Embassy's note No. 041.

The Ministry informs the Embassy that the Government of the Republic of Korea accepts the proposed correction and confirms that the Embassy's note and this note shall constitute a correction of the Exchange of Notes and shall become an integral part thereof.

The Ministry of Foreign Affairs of the Republic of Korea avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Seoul, June 17, 2014

