

No. 30338

**REPUBLIC OF KOREA
and
UNITED STATES OF AMERICA**

Umbrella Agreement concerning wartime host nation support (with annexes and agreed minute). Signed at Seoul on 21 November 1991

Authentic texts: Korean and English.

Registered by the Republic of Korea on 6 October 1993.

**RÉPUBLIQUE DE CORÉE
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord général concernant le soutien à un pays hôte en temps de guerre (avec annexes et procès-verbal approuvé). Signé à Séoul le 21 novembre 1991

Textes authentiques : coréen et anglais.

Enregistré par la République de Corée le 6 octobre 1993.

UMBRELLA AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING WARTIME HOST NATION SUPPORT

The Government of the Republic of Korea (ROK) and the Government of the United States of America (U.S.) (hereinafter referred to as "the Parties"):

Reaffirming their obligations under the Mutual Defense Treaty of October 1, 1953;²

Desiring to enhance the capability to defend the Korean Peninsula, in times of crisis, hostilities, or war, by facilitating the deployment of U.S. reinforcing forces and thereby improving their combat power, through Wartime Host Nation Support:

Realizing that Wartime Host Nation Support, to the extent possible, will be identified, tested, and exercised for the improvement of security in the Republic of Korea; and

Desiring to strengthen the close bonds of mutual interest between their two countries:

Have agreed as follows:

¹ Came into force on 23 December 1992 by an exchange of notes confirming that the Republic of Korea had ratified it pursuant to its domestic laws and that the United States had approved it pursuant to its constitutional process, in accordance with article 9.

² United Nations, *Treaty Series*, vol. 238, p. 199.

Article 1
Definitions

As used in this Agreement, the term:

- a. "Wartime Host Nation Support" (WHNS) means military and civilian resources and assistance provided by the Republic of Korea for the reception, onward movement, and sustainment of U.S. Forces in times of crisis, hostilities, or war, the provision of which may be set forth in support agreements, arrangements and plans concluded between the Parties;
- b. "Unforeseen WHNS" means WHNS not included in any support agreement, arrangement or plan;
- c. "Technical Arrangement" means an arrangement between the Parties that sets forth principles and parameters for combined detailed planning for provision of WHNS in a particular functional area.

Article 2
General Responsibilities

- a. Subject to the Mutual Defense Treaty of October 1, 1953, the United States is committed to the security and territorial integrity of the Republic of Korea. U.S. military personnel in the Republic of Korea serve as a military deterrent and are a manifestation of the commitment of the United States to the defense of the Republic of Korea. In addition, the United States maintains plans to reinforce U.S. Forces on the Korean Peninsula in the event of crisis, hostilities, or war, and prepositions major items of equipment and other sustainability assets in Northeast Asia.

b. In accordance with each Party's constitutional processes, and upon execution of the Commander-in-Chief, United Nations Command/Combined Forces Command Operations Plan 5027 (CINCUNC/CFC OPLAN 5027), the United States plans to provide units to reinforce the Republic of Korea in the event of external armed attack. These units and their estimated arrival dates are listed in the Time Phased Force Deployment List (TPFDL), Appendix 6, to Annex A to CINCUNC/CFC OPLAN 5027. The TPFDL is updated biennially through U.S./ROK agreements. CINCUNC/CFC OPLAN 5027 is distributed with a SECRET-U.S./ROK classification and is reviewed periodically by the Parties for currency and adequacy.

c. In order to enhance the combat effectiveness of U.S. Forces on the Korean Peninsula, the Republic of Korea plans to provide WHNS to the United States in accordance with this Agreement. Civilian resources which need to be mobilized will not be available until national mobilization is declared. Unforeseen WHNS will be provided according to the procedures outlined in the appropriate Technical Arrangements. Unforeseen WHNS will be supported according to Republic of Korea availability of assets and will continue until such time as the United States may fulfill the function through U.S. logistic units deployment or by other means.

d. For the purposes of this Agreement, the Parties will jointly determine when a crisis, hostilities, or war occurs.

Article 3
Existing Support Agreements, Arrangements and Plans

a. This Agreement will not affect the validity of existing agreements, arrangements and plans which provide WHNS and which were approved by authorized agents of the Parties prior to the effective date of this

Agreement. Annex 1 lists existing agreements, arrangements and plans which provide WHNS and are based on previously identified U.S. requirements.

b. Additional existing agreements, arrangements and plans which provide WHNS and which are identified subsequent to the signing of this Agreement will be added to Annex 1 as mutually agreed.

c. A review of WHNS plans, the CINCUNC/CFC OPLAN 5027 TPFDL, and in place U.S. Forces in Korea will be conducted biennially to determine the adequacy of WHNS to meet U.S. requirements.

Article 4 Additional Support Agreements, Arrangements and Plans

The Parties shall take all necessary measures to identify any required WHNS not included in existing support agreements, arrangements or plans and shall develop and conclude additional support agreements, arrangements or plans for the provision of WHNS. The Parties shall apply the terms of this Agreement to any such support agreements, arrangements or plans which may be mutually agreed and which provide WHNS. Any such agreements, arrangements or plans will be added to Annex 1 when concluded, as mutually agreed and will become effective in accordance with the legal procedures of the Parties.

Article 5 Technical Arrangements

The Parties will conclude Technical Arrangements for each of the functional areas listed in Annex 2, as well as for any other

functional areas agreed to by the Parties. The Technical Arrangements will become effective upon signature of the chairmen of the WHNS Combined Steering Committee established pursuant to Article 6 below. Each Technical Arrangement shall include, with respect to that functional area, the procedures for provision of WHNS, including unforeseen WHNS; definitions of appropriate terms related to the functional area; and the responsibilities of the Parties. Technical Arrangements shall not be considered support agreements, arrangements or plans for the purposes of this Agreement.

Article 6
Management Organization

The Parties hereby create a WHNS Combined Steering Committee (WCSC) composed of designated representatives of the Parties to coordinate WHNS, to conduct the review required by Article 3, to modify Annex 1 as appropriate, to seek resolutions to differences between the Parties concerning this Agreement, to discuss and recommend amendments to this Agreement, and to review and obtain approval of the Technical Arrangements concluded pursuant to this Agreement in accordance with each Party's internal procedures. The WCSC shall draft its charter which shall include its mission, composition and method of operation. The WCSC charter will become effective upon signature of the respective WCSC cochairmen. The chief ROK representative to the WCSC shall be the Director, Logistics Bureau, ROK Ministry of National Defense. The chief U.S. representative to the WCSC will be the Assistant Chief of Staff, J4, U.S. Forces Korea. These two individuals will be the cochairmen of the WCSC.

Article 7
Procedures for Testing WHNS

As mutually agreed, both Parties will make every effort to incorporate TPFDL forces and WHNS in exercises. The WCSC shall develop procedures for exercising and testing WHNS. These procedures will address the frequency, scope, cost and other aspects of exercising and testing WHNS as mutually agreed.

Article 8
Costs

This Agreement shall not affect responsibilities for costs associated with any agreements, arrangements, or plans existing prior to the effective date of this Agreement. Both Parties agree that they should, in principle, share the costs associated with additional or unforeseen WHNS on a case-by-case basis and in accordance with the availability of assets. Cost responsibilities, including the extent of any cost sharing obligations, will be defined in each new agreement, arrangement or plan, and, when appropriate, Technical Arrangement concluded pursuant to this Agreement.

Article 9
Entry into Force, Duration, and Termination

This Agreement will enter into force upon completion of an Exchange of Notes confirming that the ROK has ratified the Agreement in accordance with its domestic laws and that the U.S. has approved the Agreement in accordance with its constitutional processes. The Agreement shall remain in force while the Mutual Defense Treaty between

the Parties remains in force, unless terminated by either Party upon twelve months' notice in writing. Either Party may recommend amendments to this Agreement through the WCSC. Except for additions to or deletions from the list of agreements, arrangements and plans contained in Annex 1, all amendments to this Agreement will be made pursuant to written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Seoul, in duplicate, this twenty first day of November, 1991, in the Korean language and the English language, each text being equally authentic.

For the Government
of the Republic of Korea:

For the Government
of the United States of America:

이종우¹

Richard Cheney²

¹ Lee Jong-koo.

² Richard Cheney.

A N N E X 1

Existing Support Agreements, Arrangements and Plans

1. Agreement between the Republic of Korea and the United States of America regarding the Status of the Korean Service Corps. February 1967.¹
2. Republic of Korea/United States Joint Military Frequency Committee Agreement. June 1972.
3. Procedure for Deferment of Korean Employees of the United States Forces, Korea from Military Reservist Callup and Labor Services During Emergencies. September 1980.
4. Memorandum of Understanding between the Republic of Korea Ministry of National Defense and the United States Forces, Korea/Eighth United States Army on the Combined Republic of Korea/United States Petroleum Information Center (CPIC) (NOW CPSC). December 1980.
5. Memorandum of Understanding between the Commander Naval Base Korea and the Commander United States Naval Forces Korea for the Combined Republic of Korea/United States Navy Logistics Coordination Committee (CLCC). February 1982.
6. Memorandum of Understanding between the Republic of Korea and the Eighth United States Army on the Ammunition Supply Coordinating Group (ASCG). December 1982.

¹ United Nations, *Treaty Series*, vol. 688, p. 245.

7. Memorandum of Understanding on Single Ammunition Logistics System-Korea (SALS-K) Reimbursement Rate. August 1984.
8. Memorandum of Understanding between the Republic of Korea Air Force and the United States Air Force on the Use of Airspace over the Republic of Korea. August 1984.
9. Memorandum of Agreement Pertaining to the Communication Security Plan for Interoperable Communications in Korea (CPICK). December 1984.
10. Memorandum of Understanding between the Republic of Korea Air Force 5th Tactical Airlift Wing and the USAF 314th Air Division (now 7th AF) and the 611th Military Airlift Support Group concerning the Air Transportable Dock (ATD) and other Air Freight Processing Systems (AFPS). June 1986.
11. Memorandum of Understanding between the Republic of Korea Air Force and the United States Air Force concerning Storage of United States Air Force War Reserve Munitions in the Republic of Korea Air Force Munitions Facilities (MAGNUM). August 1987.

A N N E X 2

Technical Arrangements

1. Communications
2. Engineering
3. Field Services
4. Maintenance
5. Medical
6. Munitions
7. Biological, Chemical and Special Weapons Services
8. Personnel and Labor Services
9. Petroleum
10. Security
11. Supply
12. Transportation

AGREED MINUTE TO THE UMBRELLA AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING WARTIME HOST NATION SUPPORT

In order to effectively implement agreements, arrangements and plans containing Wartime Host Nation Support, Technical Arrangements (for functional areas as listed in Annex 2) will delineate the procedures used by each Party in fulfilling its costs and responsibilities that are included in those documents. Therefore, the Republic of Korea and the United States of America wish to record the following understanding regarding Article 5, Technical Arrangements, of the Umbrella Agreement between the Government of the Republic of Korea and the Government of the United States of America concerning Wartime Host Nation Support signed today:

The ROK and the U.S. will not establish a responsibility for either Party in the negotiation of the Technical Arrangements, without first having identified that responsibility in an existing agreement, arrangement or plan. If no such existing agreement, arrangement or plan exists defining the responsibility, the Parties will enter into a new agreement, arrangement or plan which does define the responsibility before the Technical Arrangement is concluded. If such an agreement, arrangement or plan does exist, but does not sufficiently define the responsibility identified in the Technical Arrangement, the existing agreement, arrangement or plan will be renegotiated to adequately define the responsibility.

DONE at Seoul, in duplicate, this twenty first day of November, 1991, in the Korean language and the English language, each text being equally authentic.

For the Government
of the Republic of Korea:

For the Government
of the United States of America:

이종우¹

Richard Cheney²

¹ Lee Jong-koo.

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