

No. 27053

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

Memorandum of Agreement regarding the construction of facilities at 2nd Infantry Division USA to improve combined defense capabilities (with attachment). Signed at Seoul on 2 February 1982

Authentic texts: English and Korean.

Registered by the United States of America on 24 January 1990.

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

Mémorandum d'accord relatif à la construction d'installations à la « 2nd Infantry Division USA » visant à améliorer les capacités combinées de défense (avec annexe). Signé à Séoul le 2 février 1982

Textes authentiques : anglais et coréen.

Enregistré par les États-Unis d'Amérique le 24 janvier 1990.

[ENGLISH AND KOREAN TEXTS — TEXTES ANGLAIS ET CORÉEN]

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Memorandum of Agreement
Between
The Ministry of National Defense ROK
and the United States Forces, Korea
Regarding
The Construction of Facilities at 2nd ID USA
To Improve Combined Defense Capabilities

聯合防禦能力 向上을 爲한 美 2師團 施設建設에 関한

大韓民國 國防部 와 駐韓美軍間의 合意覚書

Whereas the U.S. Government has determined a requirement exists at the Second
美合衆國 政府는 大韓民國 防禦를 爲하여 美 第2步兵師團에 새로운
Infantry Division to construct new facilities to support the deployment of new
戰術体制의 展開를 支援키 爲한 새로운 施設을 建設할 必要性이
combat systems required for the defense of the Republic of Korea; and, whereas
있음을 決定하였고 또한 大韓民國과 駐韓美軍이 聯合防衛能力 向上에
the combined defense improvement has been recognized by the ROK and USFK;
必要性을 認定하였으며,
and, whereas the ROK MND and USFK are willing to equitably support the facilities
大韓民國 國防部와 駐韓美軍은 建設될 施設을 公平하게 支援할 用意在
constructed, it is mutually agreed as follows:
있으므로 다음과 같이 相互 合意한다.

ARTICLE I

第 1 条

Those facilities shown on attachment 1 will be constructed within the allocated
美 第2步兵師團에 155mm 및 8"砲 戰術電子情報大隊 및 AHIS TOW
appropriation (\$7,500,000) to support the deployment of 155mm and 8 inch
미사일 体制의 展開를 支援하기 爲해 別添 1에 明記된 施設을
artillery, a Combat Electronic Warfare Intelligence (CEWI) battalion and an
同 事業에 配定된 予算範圍 (750萬弗) 내에서 建設한다.
AHIS TOW missile system to the 2d Infantry Division.

ARTICLE II

第 2 条

The ROK will at its own expense:

大韓民國側 負擔

a. Design and construct those facilities shown on attachment 1.

別添 1에 明記된 施設의 設計 및 施工

¹ Came into force on 2 February 1982 by signature, in accordance with article XXI.

b. Upon completion of construction, the action will be taken to release
 工事完工時 SOFA 節次에 依拠, 施設을 駐韓美軍에 運營 維持를
 those facilities to the USFK in accordance with the established SOFA¹ procedure
 하도록 引繼하는 措置를 取함.
 for operation and maintenance.

c. Connect the facilities water, electric power, sanitary sewer, and storm
 同 施設의 給水, 電氣, 下水, 排水施設을
 drainage systems to the respective existing US distribution and collection systems.
 既存 美軍施設에 各各 連絡

ARTICLE III

第 3 条

The USFK will at its own expense:

駐韓美軍側 負擔

- a. Deploy, operate and maintain those systems addressed in Article I.
 第1条에 明示된 体制의 展開 運營 및 維持
- b. Operate, maintain and manage those ROK provided areas and facilities
 韓國側이 本 合意覚書 第2条나項에 依拠 引繼한
 provided by the ROK in accordance with Article II b of this MOA.
 施設의 運營, 維持 및 管理
- c. Remove any existing facilities on the construction sites.
 建設敷地の 既存施設物 撤去
- d. USFK agrees to consult with the ROK prior to redeploying to other
 美國側은 本 施設内에서 運用될 部隊나 体制가 大韓民國内의
 locations within the ROK the units and systems which are deployed in the facilities.
 다른 地域으로 再配置되는 境遇 事전에 大韓民國側과 協議하기로 한다.
 USFK agrees to return these facilities to the ROK when they are no longer needed
 駐韓美軍은 聯合防衛目的에 더 이상 必要하지 않게 될 때에는 이들을
 for the purposes of the combined defense.
 施設物은 大韓民國側에 返還하기로 한다.
- e. Cooperate to the fullest extent with the ROK to expedite the construction
 本 施設工事を 促進하기 爲하여 最大限 協力한다.
 of these facilities.

ARTICLE IV

第 4 条

Construction quality control and inspection will be the responsibility of the ROKA.

施工質 管理 및 監督은 大韓民國 陸軍의 責任이다.

The USFK will observe the construction to ensure that US requirements are met.

駐韓美軍은 美側要求에 對한 附合与否를 確認하기 爲하여 施工을 觀察한다.

¹ United Nations, *Treaty Series*, vol. 674, p. 163.

ARTICLE V

第 5 条

ROK Government authorized military and contractor personnel constructing the
 大韓民國 政府에 의해認可된 軍人 및 本 施設工事契約 從事者는
 facilities will be insured access to the construction site in accordance with
 駐韓美軍 保安節次 規定에 의해 工事場 出入이 保障된다.
 security procedures established by USFK. USFK will provide support, as available
 駐韓美軍은 가능한 限 規定이 許容하는 範圍內에서 工事促進을
 and within regulations, to expedite construction.
 為한 支援을 提供한다.

ARTICLE VI

第 6 条

The USFK Engineer or his designated representative is the primary Point-of-Contact
 駐韓美軍 工兵參謀 또는 同人이 指名하는 代表者는 駐韓美軍과
 (POC) between USFK and the ROKG representative. This does not preclude technical
 大韓民國 政府 代表間의 主된 連絡者가 된다. 但, 이는 極東地區
 discussions and consultations on the job sites between representatives of the Far
 工兵團 代表者 및 大韓民國 政府 代表者들間의 工事現場에서의
 East District Engineer and representatives of the ROKG.
 技術的인 討議와 協議를 排除하지 않는다.

ARTICLE VII

第 7 条

The Far East District Engineer is designated as the U.S. Department of Defense
 美極東地區 工兵團長은 本 合意覚書에 따라 遂行되는
 Construction Agent for all work performed under this agreement. He and his duly
 美國防省 建設 代理人으로 指名되며 同人과 同人이 正式으로 任命한
 appointed representatives are referred to herein as the Designated Construction
 代表者들은 本 合意覚書上에서 "指名 建設代理人 (D.C.A)"로 称한다.
 Agent (DCA).

ARTICLE VIII

第 8 条

All plans, specifications, and schedules used in construction shall be in English,
 建設에 使用되는 모든 事業計劃, 示方書 工程表는 英語, 或은 韓英語로
 or bilingual and the English governing in cases of difference. All documents
 作成되나 解釈上에 差異가 있을 境遇에는 英文本이 優先한다. 檢討와
 delivered to the USFK for review and approval will be in English.
 承認을 為해 駐韓美軍에 伝達되는 모든 文書는 英文으로 한다.

ARTICLE IX

第 9 条

The detailed requirements for design provided by USFK to ROK shall be coordinated with the related U.S. and ROK agencies and personnel to insure a complete design and construction.

駐韓美軍이 大韓民國에 提供하는 設計를 爲한 細部要求條件은 完全한 設計 및 施工을 保障하기 爲하여 韓美關係機關 및 關係官과 充分히 檢討되어야 한다.

ARTICLE X

第 10 条

All project plans and specifications to be used for construction shall be delivered to the DCA for review and consultation when the design is completed to the Concept Stage (about 35%) and Final Design (100%). Detailed requirements for each of these stages may be obtained from the DCA and include five copies of the plans and specifications, all drawings and specifications previously annotated by the DCA, and, if required, design analyses. Construction shall not start until project plans and specifications have been completed and reviewed by the DCA.

建設에 使用되는 모든 事業設計書 및 示方書는 概念段階(約 35%) 및 最終設計(100%)가 完了되었을때 檢討協議를 爲해 D.C.A에 交付된다. 各 段階別 細部要求條件은 D.C.A에서 求得할 수 있고 事業計劃書 및 示方書 各 5 部와 事전에 D.C.A가 製求하는 specifications, all drawings and specifications previously annotated by the DCA, 모든 設計圖를 包含하며, 必한 境遇 設計分析圖가 包含된다. 工事は 事業設計書 및 示方書 作成이 完了되고 이에 對한 D.C.A의 檢討된 後 始作한다.

ARTICLE XI

第 11 条

ROKG is responsible for all facilities constructed and/or provided under this agreement to meet the data provided by the USFK in accordance with Article XII; however, all facilities will maximize the use of Korean materials. The use of off-shore materials, as required, will be coordinated by the Special Working Group described in Article XV.

本 合意覚에 依據 建設 및 提供되는 모든 施設物은 第 12 條에 依據 駐韓美軍이 提供하는 諸般資料에 適合하도록 韓國政府가 責任지며, 모든 施設物에는 韓國產 資材를 最大限 使用하며 海外 調井資材 使用에 對해서는 第 15 條에 記述된 特別 実務團에서 協綴하기로 한다.

ARTICLE XII

第 12 条

USFK agrees to provide the following assistance through the DCA:

駐韓美軍은 D.C.A를 통해 다음과 같이 協調를 提供한다:

a. The DCA will provide, at no cost to the ROKG, detailed design criteria

D.C.A는 大韓民國 政府에 負擔을 課하지 아니하고 事業計劃書 및 示方書 準備期間中 建築技士가 使用하는 配置圖, 構造圖