

No. 51478. United States of America and Republic of Korea

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING MUTUAL AIRLIFT SUPPORT UTILIZING AIRCRAFT OPERATED BY/FOR THE MILITARY FORCES OF THE PARTIES IN CASE OF MILITARY HOSTILITIES IN THE REPUBLIC OF KOREA. DAEJEON, 25 JUNE 2004, AND BELLEVILLE, 6 JULY 2004 [*United Nations, Treaty Series, vol. 2962, I-51478.*]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT AMENDING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING MUTUAL AIRLIFT SUPPORT UTILIZING AIRCRAFT OPERATED BY/FOR THE MILITARY FORCES OF THE PARTIES IN CASE OF MILITARY HOSTILITIES IN THE REPUBLIC OF KOREA (WITH APPENDIX). SEOUL, 18 AUGUST 2010

Entry into force: 18 August 2010 by the exchange of the said notes, in accordance with their provisions

Authentic texts: English and Korean

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N° 51478. États-Unis d'Amérique et République de Corée

ACCORD ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CORÉE CONCERNANT L'APPUI MUTUEL EN MATIÈRE DE TRANSPORT AÉRIEN AU MOYEN D'AÉRONEFS EXPLOITÉS PAR OU POUR LES FORCES ARMÉES DES PARTIES EN CAS D'HOSTILITÉS MILITAIRES EN RÉPUBLIQUE DE CORÉE. DAEJEON, 25 JUIN 2004, ET BELLEVILLE, 6 JUILLET 2004 [*Nations Unies, Recueil des Traités, vol. 2962, I-51478.*]

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD MODIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CORÉE CONCERNANT L'APPUI MUTUEL EN MATIÈRE DE TRANSPORT AÉRIEN AU MOYEN D'AÉRONEFS EXPLOITÉS PAR OU POUR LES FORCES ARMÉES DES PARTIES EN CAS D'HOSTILITÉS MILITAIRES EN RÉPUBLIQUE DE CORÉE (AVEC APPENDICE). SÉOUL, 18 AOÛT 2010

Entrée en vigueur : 18 août 2010 par l'échange desdites notes, conformément à leurs dispositions

Textes authentiques : anglais et coréen

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : États-Unis d'Amérique, 25 novembre 2013

[ENGLISH TEXT – TEXTE ANGLAIS]

I

No. 333

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Trade of the Republic of Korea and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Korea concerning Mutual Airlift Support Utilizing Aircraft Operated by/for the Military Forces of the Parties in Case of Military Hostilities in the Republic of Korea, signed at Daejeon and Scott Air Force Base on June 25 and July 6, 2004 (hereinafter referred to as the "Agreement") and subsequently extended by the Exchange of Notes on August 18, 2009, and to propose that the Agreement be amended as set out in the Appendix attached to this Note and extended until August 17, 2019.

The Embassy has also the honor to notify the Ministry that the requirements of the Government of the United States of America for the entry into force of such amendment of this Agreement have been complied with.

The Embassy has further the honor to propose that this Note and its Appendix, together with the Ministry's Note in reply indicating acceptance, shall constitute an agreement between our two Governments, which shall enter into force on the date of the Ministry's Note in reply.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

Embassy of the United States of America
Seoul, August 18, 2010

Appendix

The Agreement between the Government of the United States of America and the Government of the Republic of Korea concerning Mutual Airlift Support Utilizing Aircraft Operated by/for the Military Forces of the Parties in Case of Military Hostilities in the Republic of Korea, signed at Daejeon and Scott Air Force Base on June 25 and July 6, 2004 and subsequently extended by the Exchange of Notes on August 18, 2009, shall be amended as follows:

A. The Agreement shall be amended as follows:

Article 2, paragraphs (b), (c) and (d) shall be deleted and replaced with the following:

(b) Exchange Traffic: Cargo and passengers (including civilians and patients) of one Party moved under this Agreement on military and civilian transport aircraft operated by or for the other Party.

(c) Republic of Korea: The land, maritime areas, and airspace under the sovereignty of the Republic of Korea, and those maritime areas, including the seabed and subsoil adjacent to the outer limit of the territorial sea over which it exercises sovereign rights or jurisdiction in accordance with international law and its domestic law, including the Korea Air Defense Identification Zone (KADIZ).

(d) Occurrence of Hostility: When defense readiness condition (DEFCON)-3 or higher has been declared for the Republic of Korea.

Article 4, paragraphs 1 and 4 shall be deleted and replaced with the following:

1. Each Party agrees to utilize its best efforts, consistent with the terms contained herein, to satisfy requests of the other Party for airlift support.

Upon a request by the other Party, air transportation of exchange traffic shall be provided only to the extent that the Designated Operating Agency of one Party determines, in its sole judgment, that the exchange traffic can be accommodated without detriment to its own requirements. USTRANSCOM shall make this determination on behalf of the USG. ROKAF HQ shall make this determination on behalf of the ROKG.

4. USG airlift resources that shall be provided for the implementation of this Agreement are those assigned or made available to DoD by the USG, including aircraft operated under contract to DoD. ROKG airlift resources are those military or civilian aircraft made available to the ROKAF by the ROKG.

Article 5, paragraphs 2, 3 and 4 shall be deleted and replaced with the following:

2. Credits and liabilities accrued as a result of providing or receiving transportation shall be liquidated in accordance with the terms of this Agreement and an implementing arrangement that will be entered into by the Designated Operating Agencies. Liquidation shall normally be by direct payment. However, the Parties may agree to payment by providing in-kind

transportation. Liquidation shall occur on a regular basis, but not less often than once every 12 months.

3. Records of exchange traffic under this Agreement shall be maintained and validated in accordance with the aforementioned implementing arrangement.

4. Detailed arrangements for accounting, settlement, and payment for exchange airlift services will be outlined in the aforementioned implementing arrangement. A final accounting of credits and liabilities shall be accomplished no later than 90 days after termination of this Agreement. Any unresolved indebtedness shall be settled within 90 days of receipt of a bill.

Article 7, paragraphs 1 and 2 shall be deleted and replaced with the following:

1. The implementation of this Agreement is limited to cases of military hostilities in the Republic of Korea. The detailed procedures for executing this Agreement will be prescribed in the implementing arrangement referred to in Article 5. Such an arrangement shall be concluded and carried out within the framework of this Agreement and the national laws and regulations of the respective Parties. In case of a disagreement between this Agreement and such an implementing arrangement, the provisions of the Agreement shall prevail.