

**Annexes :**

A. Accounting and Payment Procedures

B. Operations

# **Annex A**

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

## **ACCOUNTING AND PAYMENT PROCEDURES**

### **Section 1 Purpose.**

The purpose of this Annex is to define the terms of accounting, liquidation, and payment for mutual airlift support between the Parties in case of military hostilities in the Republic of Korea, provided in accordance with the Mutual Airlift Support Agreement (the Agreement).

### **Section 2 Reimbursement.**

2.1. Accounting Practices. Records of airlift and related services provided under the Agreement shall be entered in account registers

maintained by each Party for the purpose of settling accounts as provided herein.

2.2. Cost for Exclusive Use. When a Party has exclusive use of an aircraft provided by the other Party, the rates charged for the use of that aircraft will be no less favorable than the rates charged the armed forces of the Party providing the aircraft for the same or similar services.

2.3. Additional Costs. To the extent additional costs are incurred by the Transporting Service in handling and transporting the exchange traffic of the Sponsoring Service, the Sponsoring Service shall reimburse the Transporting Service for the actual additional costs incurred. Details and the reimbursement rate for additional costs shall be determined through consultation between the Budget Division of Air Mobility Command (AMC/A88T) and the Transportation Division of ROKAF (ROKAF HQ/TD).

2.4. Cost for Partial Use. When a Party uses less than planeload lots of scheduled or unscheduled aircraft flights of the other Party, the tariff rates shall be determined as follows:

Weight x Distance x Cost Factor

Weight: The total weight of a Party's exchange traffic (cargo and passengers) on a flight expressed in short tons. Nine passengers and

baggage equals one short ton.

**Distance:** The aggregate great circle distance expressed in nautical miles between onload and offload airfields, taking into account intermediate transit points, as applicable.

**Cost Factor:** An appropriate tariff rate, expressed as a cost per ton mile (See Section 4, below).

### **Section 3 Account Registers.**

The Designated Operating Agencies shall maintain separate exchange account registers of traffic movements. The registers should contain the following information to facilitate validation requirements.

#### **REGISTER FORMAT**

##### **Transporting Service:**

- Serial/Name of Operation
- Request Reference
- Flight Date(s)
- Flight Identification

##### **Exclusive Use:**

- Aircraft Type
- Flying Hours
- Rate per Flying Hour

- Other Charges

**Partial Use:**

- Short Ton Miles
- Rate per Ton Mile

**From/To:**

- Via
- Total Distance
- Number of Passengers
- Cargo Weight
- Additional costs incurred, if any

#### **Section 4 Tariff Rates.**

The tariff rates charged the Sponsoring Service by the Transporting Service for transportation of Exchange Traffic will be no less favorable than the rates charged the armed forces of the Transporting Service for the same or similar services, except as noted in Article 5, paragraph 1.

#### **Section 5 Settlement.**

5.1. When there is activity under the Agreement, the Designated Operating Agencies shall validate the accuracy of exchange account registers of traffic movements every three months. When differences are found, Parties shall take immediate action to bring the registers

into agreement.

5.2. The Designated Operating Agencies shall endeavor to maintain a zero balance in account registers by management of airlift requests, offsetting in ton miles, or payment of imbalances.

5.3. Credits and liabilities accrued by the Parties as a result of providing and receiving transportation services shall be liquidated every six months, for the periods ending 31 March and 30 September of each year. Liquidation shall normally be by direct payment. However, the Parties may agree to payment by providing in-kind transportation. Payment will be made within 90 days of the end of the six month period.

## **Section 6 Invoices.**

6.1. Invoices for ROKAF airlift support provided under this Agreement shall be sent to HQ AMC/A88T, 402 Scott Drive, Scott Air Force Base, Illinois 62225-5310, United States of America.

6.2. Invoices for USTRANSCOM airlift support provided under this Agreement shall be sent to Transportation Division, Republic of Korea Air Force (ROKAF) Headquarters, P.O. Box 501-306, Bunam-ri, Namseon-myeon, Gyeryong-si, Chungcheongnam-do 320-929, Republic of KOREA.

# **Annex B**

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

## **OPERATIONS**

### **Section 1 Purpose.**

1.1. The purpose of this Annex is to provide procedures for the timely implementation of the Mutual Airlift Support Agreement (the Agreement) in case of military hostilities in the Republic of Korea.

1.2. When directed by the ROK Minister of National Defense and the US Secretary of Defense, or their designees, ROK military, US military, and civilian airline companies mobilized or under contract with the military may conduct airlift operations for rapid reinforcement of ROK and US defense forces in the Republic of Korea.

1.3. Upon request, the ROK and US Designated Operating Agencies

shall provide each other with the capability of the airlift forces available for the purposes of the Agreement. This includes the number of military and civilian passenger and cargo aircraft available to the Parties at various stages of mobilization.

## **Section 2 Procedures for Support of ROK Civilian Aircraft.**

### **2.1. Operating Concept.**

a. If hostilities break out in the ROK and mobilization becomes effective, the procedure set forth herein shall be used for the ROKG to provide ROK civil air augmentation (CAA) aircraft to USTRANSCOM. USTRANSCOM shall direct the operation of those ROK CAA aircraft provided to the USTRANSCOM under the Agreement.

#### **b. Responsibilities:**

(1) Commander, USTRANSCOM, shall:

(A) Review reinforcement plans for the ROK, identify airlift requirements validated by USTRANSCOM in conjunction with USFK, and determine required airlift capability, terminals, and channel routings for reinforcement of the ROK.

(B) In coordination with Chief of Staff, ROKAF, determine availability of ROK CAA aircraft that meet the capability

requirements set forth in paragraph 2.2. below.

(C) In coordination with the Chief of Staff, ROKAF, ensure that the AMC command and control structure is adequate for combined operations of the US and ROK. Where appropriate, ROKAF representation within the command and control system shall be approved.

(D) When the threat warrants, request ROKAF provide ROK CAA aircraft. If available, forty-eight hours notification shall be provided prior to required onload.

(2) Chief of Staff, ROKAF, shall:

(A) Review ROK reinforcement plans identifying CAA aircraft available for planned requirements, optimum air terminal locations, and additional terminal requirements within the ROK.

(B) Prepare a listing of ROK CAA aircraft by type (model design/series), passenger or cargo configuration, lift capability, and number of aircraft in each category.

(C) Coordinate with USFK to ensure the command and control system and channel routings are adequate for the ROK mobilized/chartered ROK CAA aircraft committed to support ROK reinforcement.

(D) Provide committed aircraft requested by the Validating Authority in accordance with paragraphs 2.4.e. and 2.5.a. below, as appropriate.

## 2.2. Aircraft Criteria.

a. US and ROK civilian transport aircraft employed in the US-ROK transpacific air transport system must possess the following minimum characteristics:

(1) Range: Transpacific range with a productive load for over-water flight.

(2) Communications: HF and VHF (or UHF) equipment necessary to assure safe positive control in transpacific routing.

(3) Navigation: Equipment necessary to navigate the Pacific in compliance with International Civil Aviation Organization (ICAO) and applicable civil aviation authority regulations.

b. Requirements:

(1) For war planning purposes the minimum requirement of USTRANSCOM shall be five B-747 passenger equivalent and three B-747 cargo equivalent aircraft.

(2) ROK CAA aircraft mobilized and provided to the USG shall be limited to those belonging to Korean Airlines (KAL).

### 2.3. Aircraft Availability and Lift Requirement.

a. Each September, ROKAF shall provide to USTRANSCOM, through USFK, an inventory of CAA aircraft that meet the agreed

capability criteria. When USTRANSCOM, through AMC, requests CAA aircraft from the ROKAF under the Agreement, the ROKAF shall determine the level of support the ROK can provide, taking into account the current/projected requirements of the ROK government and military.

(1) Reported aircraft shall be available through the ROKAF to USTRANSCOM for use when military hostilities occur in the Republic of Korea.

(2) Reported aircraft shall meet the capability criteria set forth in paragraph 2.2., above.

(3) The number of reported aircraft, crews, and supporting infrastructure shall be sufficient to support the airlift requirements provided by AMC and agreed and determined by the Parties by 30 June of every year. ROKAF shall operate these aircraft to meet the schedule of AMC as agreed by the Parties in accordance with the Agreement.

#### **2.4. ROK CAA Request Procedures in Case of Military Hostilities.**

a. In case of military hostilities in the Republic of Korea, the Commander, USTRANSCOM, through AMC, shall request ROK CAA aircraft support from ROKAF HQ, the Designated Operating Agency of the ROK. This notification shall include onload/offload requirements, aircraft positioning and departure times from onload station(s), required

aircraft configuration, proposed routing, and appropriate supplemental information. Notification shall be provided at least 48 hours prior to a US onload or 24 hours prior to a ROK onload.

b. In case USTRANSCOM directs its request for CAA aircraft support to the Combined Transportation Movement Center (CTMC) Combined Airlift Office (CALO) US representatives instead of the ROKAF HQ, a valid support request is considered to be made only when CTMC CALO US representatives direct the request for CAA aircraft support to the ROKAF HQ point of contact (DCS/Logistics) through CTMC ROKAF representatives.

c. The ROKAF point of contact shall direct the Civil Air Control Group to provide the ROK CAA aircraft as requested by AMC.

d. The ROKAF point of contact shall notify AMC through the CTMC CALO representative when the ROK CAA aircraft are provided.

e. During military hostilities in the Republic of Korea, AMC may request airlift in addition to those identified herein, to include any or all available ROK CAA aircraft. For such requests, ROKG shall expeditiously review and determine availability of airlift support to AMC.

## **2.5. Preemption/Mission Actions.**

a. AMC shall:

(1) Exercise mission control as defined in the glossary of terms provided as Attachment 1 to this annex.

(2) Assign ROK CAA aircraft missions, including possible

rescheduling, rerouting, and direct diversions of missions.

(3) Develop ROK CAA aircraft mission itinerary in coordination with military schedules.

(4) Publish and distribute mission itineraries.

(5) Monitor ROK CAA aircraft missions.

(6) Maintain mission performance data.

(7) Within capability, AMC shall assist the ROKAF in positioning CAA air carrier stage crews, if requested.

b. The ROK CAA Air Carrier shall:

(1) Upon notification of AMC mission requirements, acknowledge receipt of tasking by voice, message, or other means of communication to Combined Air Mobility Division (CAMD), Osan AB, Korea.

(2) Provide crews to support assigned missions to include staging crews as necessary.

(3) Develop mission itinerary in line with AMC airlift requests and required pickup/delivery times.

(4) Forward arrival/departure messages from all Korean locations to AMC.

(5) Assure aircrews have travel orders, identification cards, and current passports (if required).

(6) Assure periodic and routine maintenance is completed on all aircraft as required.

(7) Assure aircraft are scheduled against assigned missions.

(8) Assure aircraft arrive at assigned onload points configured

and equipped for predesignated cargo or passenger loads.

(9) Assure aircrew members are trained and qualified to fly assigned missions.

(10) Assure stage crews are placed at strategic crew change locations to allow for the continuous flow of aircraft from onload stations to offload stations.

## 2.6. Positioning.

a. The ROK CAA Air Carrier shall be responsible for:

(1) Positioning the properly configured AMC requested aircraft at the initial onload station within the notification times specified in paragraph 2.4.a., above. If AMC requested aircraft cannot be positioned within the stated timeframe(s), ROK CAA air carrier shall notify AMC through the CTMC CALO as soon as this information is available.

(2) Providing hardware for securing military 463L pallets to aircraft.

(3) Positioning crews to meet requirements as requested by AMC.

(4) If required, AMC shall assist the ROKAF in positioning of CAA air carrier stage crews.

## 2.7. Mission Management.

a. AMC shall assign and manage missions to include scheduling,

rescheduling, rerouting, and diversion.

b. AMC, in conjunction with the CTMC CALO, shall make every effort to coordinate aircraft diversions of ROK CAA aircraft through the CAMD.

c. ROK CAA aircrew personnel shall be expected to cooperate with military base commanders on all matters pertaining to safety, security, mission, and overall administration.

d. The operator of ROK CAA aircraft will be responsible for obtaining any clearances necessary to enter and exit the territory of the United States or any third country. In the event problems arise in obtaining clearances, USTRANSCOM and AMC will assist as necessary.

e. For planning purposes, the utilization period for ROK CAA aircraft under the mission control of USTRANSCOM shall not normally exceed 60 days but may be extended or shortened when mutually agreed upon by the Signatories.

## **2.8. ROK CAA Onload Operations.**

a. ROK CAA Air Carriers shall:

(1) Not plan for refueling or servicing at Korean onload locations during AMC missions. Only in the case of an emergency shall aircraft or crews receive refueling or servicing at Korean onload

locations.

(2) Assure crew staging is planned at en route stations only.

(3) Supervise onload operations.

b. AMC shall be responsible for providing a Tanker Airlift Control Element (TALCE), or a suitable AMC authority, to coordinate onload operations with the aircraft captain. This AMC representative shall assure the following services are available:

(1) Coordinated parking.

(2) Any emergency refueling, servicing, or maintenance within capability.

(3) Cargo/passenger unloading supervision.

(4) Notice to Airmen (NOTAMs), weather forecast, and flight planning support (in English).

(5) Route briefing (in English).

(6) Any special procedures.

(7) Manifesting cargo and passengers.

(8) Sufficient weight information is provided to the aircrew so that accurate weight and balance can be completed.

(9) Appropriate documentation and crew briefing on all hazardous cargo shipments (in English).

(10) Assuring that all weapons carried aboard the aircraft by troops comply with appropriate US regulations.

#### 2.9. ROK CAA Offload Operations.

a. The ROK CAA Air Carrier shall:

(1) Not plan for refueling or servicing at Korean offload locations. Only in the case of an emergency shall aircraft or crews receive the above services.

(2) Stage crews as necessary.

(3) Make available all material/cargo handling equipment(MHE) to include forklifts, flat bed trucks, and other ground support equipment for use during rapid reinforcement to include possible redeployment of MHE to support CAA aircraft operations.

(4) Supervise offload operations.

(5) Make available, as necessary, passenger terminals and passenger handling and ground support equipment such as passenger buses, baggage carts, tugs, etc.

(6) Make available a translator to facilitate operations.

b. AMC shall be responsible for:

(1) Providing a TALCE Commander, or his designee, to coordinate offload operations with the aircraft captain. This AMC representative shall assure the following services are available (in English where applicable):

(A) Coordinated parking.

(B) Any emergency refueling, servicing, or maintenance.

(C) Cargo/passenger offloading supervision.

(D) NOTAMS, weather forecast, and flight planning support.

(E) Route briefings.