

Headquarters
United States Forces, Korea
Unit #15237
APO AP 96205-5237

United States Forces Korea
Regulation 12-16

11 June 2010

Security Assistance and International Logistics

MUTUAL LOGISTICS SUPPORT BETWEEN THE UNITED STATES
FORCES AND THE REPUBLIC OF KOREA FORCES

***This regulation supersedes USFK Regulation 12-16, dated 13 April 1992.**

FOR THE COMMANDING GENERAL:

JOSEPH F. FIL JR
Lieutenant General, USA
Chief of Staff

OFFICIAL:



GARRIE BARNES
Chief of Publications and
Records Management

Summary. This regulation provides policy and guidance and outlines responsibilities for United States Forces, Korea (USFK) and other U.S. military organizations under USFK jurisdiction in support of the Mutual Logistics Support Agreement between the United States forces and the Republic of Korea forces in accordance with (IAW) international agreements and instructions of higher headquarters.

Summary of Change. This revision includes the following changes:

- Regulation rewritten to comply with current USFK regulation format
- In section 2-1, added para c.(13)

- Removed requirement for each Service Component to submit a yearly summary report to USFK
- Updated References
- Deleted the following appendixes: Appendix M Annual USFK Component Ceilings
- Added the following appendixes:
 - a. Appendix F Procedures for Executing a Mutual Logistics Support Order/Receipt/Invoice Form (MLS Form)
 - b. Appendix G Example USFK Chief of Staff Letter Granting Permission to Negotiate and Conclude an MLSA IA
 - c. Appendix H Example Translation Certification Letter
- Updated the following report formats:
 - a. Appendix I Report Format for Reimbursable Purchases and Sales
 - b. Appendix J Report Format for Exchange Transactions (Nonreimbursable Purchases and Sales)
 - c. Appendix K Annual Review Report Format

Applicability. This regulation applies to United States Forces, Korea (USFK), USFK component commands, and other U.S. military organizations under USFK's jurisdiction.

Supplementation. Issue of further supplements to this regulation by subordinate commands is prohibited unless prior approval is obtained from HQ USFK (FKJ4-IP-PG), Unit #15237, APO AP 96205-05237.

Forms. USFK forms are available at <http://www.usfk.mil/usfk/> .

Record Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to governing service regulations.

Suggested Improvements. The proponent of this regulation is the Office of the Assistant Chief of Staff, J4. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, USFK, ATTN: FKJ4-RSM-PM, Unit #15237, APO AP 96205-0010.

Distribution. Electronic Media Only (EMO)

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Chapter 1

Introduction

1-1. Purpose

This regulation provides policies and procedures for the acquisition or transfer of logistic support, supplies, or services between United States (U.S.) armed forces and the Republic of Korea (ROK) armed forces.

1-2. References

Required and related publications are listed in Appendix A.

1-3. Explanation of Abbreviations and Terms

Abbreviations and terms used in this regulation are explained in the glossary.

Chapter 2

Policies and Procedures

2-1. Responsibilities

a. Commander, USFK, will designate an approval authority for negotiations and conclusions of Implementing Arrangements (IAs) to the US-ROK Mutual Logistics Support Agreement (MLSA).

b. Chief of Staff, USFK, will:

(1) Approve negotiations and conclusions of IAs.

(2) Designate an action agency for conclusion of IAs.

c. The Assistant Chief of Staff (ACofS), J4, USFK, will:

(1) Act as the staff agency point of contact for Mutual Logistic Support (MLS).

(2) Establish and monitor the total “buy”, “sell” and “supply” ceilings allocated to USFK components. Supply ceilings are factored on supplies other than petroleum, oils, and lubricants (POL).

(3) Distribute the component command ceilings.

(4) If required, reallocate the ceilings among the component commands. Component ceilings can be changed as long as the total USFK ceiling is not exceeded.

(5) Monitor the use of buy and sell transactions through quarterly reports submitted by component commands to Commander, USFK, ATTN: FKJ4-IP-PG, Unit #15237, APO AP 96205.

(6) Advise U.S. Combatant Commander, Pacific Command (PACOM), J4, of trends, problems, and status of MLS in Korea. Seek their assistance, as required, on problems involving joint policies or procedures.

(7) Assist components and functional staffs in the writing/preparation of their IAs.

(8) Review all proposed IAs prior to staffing. Serve as the POC for obtaining approval authority for joint IAs and authority to negotiate and conclude IAs granted by the USFK CoS.

(9) Maintain copies of IAs, authority to negotiate/conclude, and translation certification of authenticity for all active IAs.

(10) Ensure all service components and USFK staff agencies having oversight over current or pending IAs have appointed, in writing, a POC for staffing and administrative oversight of the agreement.

(11) Ensure all service component and USFK staff POCs are familiar with their responsibilities under USFK Reg. 12-16 and other applicable directives.

(12) When required, request strategic airlift transportation support through HQ PACOM, J424. USTRANSCOM is the Department of Defense (DoD) manager of strategic transportation services. Only USTRANSCOM can commit these controlled resources. **Components must arrange reimbursement for USTRANSCOM airlift support provided under the MLSA, including use of reciprocal pricing procedures.**

(13) Maintain oversight of component and USFK staff MLS programs.

d. USFK, staff agencies, will:

(1) IAW paragraph 2-1c(11), appoint a Staff MLS Officer. Appointment letters should be forwarded to FKJ4-IP-PG, Unit #15237, APO AP 96205.

(2) Staff and have administrative oversight of all IAs for which the staff agency has been designated an action agency by the USFK CoS IAW para. 2-1b.

(3) Develop/write joint IAs under the guidance of the Programs Branch, FKJ4-IP-PG.

(4) Negotiate and conclude joint IAs as authorized by the Chief of Staff, USFK.

NOTE: Responsibilities to develop joint IAs may be delegated to a component command based on the knowledge/expertise of the component.

(5) Maintain the negotiating history files and original copies of all IAs for which the staff agency has been designated an action agency by the USFK CoS IAW para. 2-1b. Send copies of concluded IAs (English and Hangul versions), translation certifications and letters granting

permission to negotiate and conclude IAs, to USFK, ATTN: FKJ4-IP-PG, Unit #15237, APO AP 96205.

(6) Establish monitoring procedures to track acquisitions and transfers completed under an IA to the MLSA for which the staff agency has been designated an action agency.

e. USFK component commands will:

(1) IAW paragraph 2-1c(11), appoint a component MLS Officer. Appointment letters should be forwarded to FKJ4-IP-PG, Unit #15237, APO AP 96205.

(2) Provide staffing and administrative oversight for all IAs for which the component command has been granted authority to negotiate or conclude.

(3) Provide oversight of their MLS program.

(4) As required, appoint unit level MLS Officers for all units responsible for implementing or authorized to sign MLSA IAs.

(5) Develop policies and procedures necessary for implementing and managing their MLS programs.

(6) Maintain the negotiating history files and originals of all IAs for which their component command has been granted authority to negotiate and/or conclude. Send the copies of concluded IAs, translation certifications and CoS, USFK negotiation/conclusion authority letters to USFK, ATTN: FKJ4-IP-PG, Unit #15237, APO AP 96205.

(7) Monitor their MLS program to ensure that allocated ceilings are not exceeded.

(8) Establish monitoring procedures to track acquisitions and transfers completed under the MLSA.

(9) Request annual authority by 15 July of each year. All components will submit a request for reimbursable acquisition (cash) and Replacement-in-Kind (RIK) authority. The request will:

(a) Identify the total amounts required to support the command's projected cash and RIK transactions for the next fiscal year.

(b) Identify separately, the amounts needed for cash and RIK transactions of POL, other supplies, services, and maintenance.

(c) Submit requests to Commander USFK, ATTN: FKJ4-IP-PG, Unit #15237, APO AP 96205. All requests shall be prioritized and accompanied by a justification from the requesting Staff agency or component.

(10) Submit required reports IAW paragraph 2-2c.

2-2. Procedures

a. Procedures for developing, staffing, negotiating, concluding, reporting and terminating MLSA IAs revolve around the unrestricted upward/downward flow of information between USFK and component MLS Officers. The following procedures should be followed to facilitate that flow.

b. USFK Staff Agency and component IA development, staffing, negotiating and conclusion:

IMPORTANT: During all phases of the agreement negotiation and development process, the guidance in USFK Regulation 550-51 must be strictly adhered to; failure to do so may result in serious violations of U.S. law.

(1) Prior to developing MLSA IA drafts, USFK staff agencies and components shall coordinate with FKJ4-IP-PG. This initial coordination will ensure the IA concept falls within the scope of the MLSA, applicable U.S. federal law, and assures no previous agreement duplicates, or contradicts, the proposed IA.

(2) After completion of initial coordination with FKJ4-IP-PG, the requesting USFK Staff Agencies and/or components will develop the draft IA.

(3) USFK Staff Agencies and components will then send the IA draft (hard copy and file copy saved in Microsoft Word) along with a letter of transmittal, to FKJ4-IP-PG for the initial IA review and assignment of an IA tracking number.

(4) Once the initial review is complete, the IA is ready for USFK staffing. Based on the circumstances, type of IA, and USFK/component priorities, staffing may be completed by either USFK or the component. (For further information on staffing international agreements, see USFK Regulation 550-51).

(5) Once staffing is complete, USFK or the component will request permission to negotiate and conclude the IA. (**NOTE:** In most cases, MLSA IAs will fall within the approval authority of USFK, but the USFK Judge Advocate will make the final determination as to which agency, e.g., USFK, PACOM or DoD, must authorize an IA). At a minimum, FKJ5-J, FKJA-IL, FKRM and FKJ4-IP-PG will be included for coordination on all USFK MLSA IA staffing actions. Other agencies may be included as determined by USFK or the component. See Appendix F for an example of a USFK CoS "Permission to Negotiate and Conclude" letter.

(6) Prior to presenting the proposed IA to the ROK, a Hangul version of the IA must be drafted and presented with the English version. The Hangul and English versions must be certified, in writing, by an authorized translator, as having the same meaning. See Appendix H for a sample certification letter.

(7) Once permission to negotiate and/or conclude is granted, the designated US Officer may now present the draft IA to their ROK counterpart for staffing.

IMPORTANT: Any suggested changes to a draft IA must first be coordinated with FKJA-IL through FKJ4-IP-PG.

(8) During the course of IA negotiations, provide FKJ4-IP-PG bi-weekly written updates on the status of negotiations. This update should address areas of US/ROK concern, proposed IA changes and anticipated IA signature dates. Report may be provided via scanned e-mail copy.

(9) Once a final version of the IA is agreed upon and approved by FKJA-IL and FKJ4-IP-PG and authority to conclude has been granted, the USFK staff agency or component will coordinate U.S. and ROK signatures. The signatory shall be the individual granted authority to conclude the IA. If any changes have been made to the IA, they must be coordinated with FKJA-IL through FKJ4-IP-PG. An authorized translator must certify the English and Hangul versions of the IA as being identical prior to signature. Two each, English and Hangul versions must be signed. One original will be retained by the USFK staff agency or component and the other original will be retained by the ROK.

(10) After the IA is signed, send copies of concluded IAs (one each, English and Hangul versions), translation certification and the letter granting permission to negotiate and conclude, to USFK, ATTN: FKJ4-IP-PG, Unit #15237, APO AP 96205.

c. USFK staff and component IA reporting: FKJ4 reports the following information to HQ PACOM and DoD. For further details see paragraph 2-6 Reports.

<u>Report</u>	<u>Due Date</u>	<u>Due From</u>	<u>Due To</u>
Quarterly Reports (for reimbursable transactions only)	1st of month following end of quarter	Staff Agencies & Components	FKJ4-IP-PG
Annual Review of MLS Transactions	10 October	Staff Agencies & Components	FKJ4-IP-PG
Request for Annual Authority to modify USFK Component Ceiling Amount	15 July	Components	FKJ4-IP-PG

d. Staff Agencies and components will report all transactions, reimbursable or RIK, and document these actions via USFK Form 209EK (Mutual Logistic Support Order & Receipt,

Appendix C) to FKJ4-IP-PG. When applicable IAs exist, the requisition will be issued in accordance with the terms of the specific IA.

e. All IAs will stipulate that no support, supplies, or services will be transferred from the ROK to a third party without the prior written consent of the U.S. Government. Transaction information must contain the minimum data elements as stated in the MLSA.

f. IAs under this regulation that do not in themselves obligate funds may extend for an indefinite period. IAs that do obligate funds will not obligate such funds in excess of their statutory availability. IAs will not obligate funds and MLS transactions will not be made unless funds are available.

g. Peacetime/Armistice IAs that may require continuation during hostilities will state provisions for continuation.

h. Acquisition restrictions in annual DoD authorization and appropriation acts and other laws apply to acquisition pursuant to this regulation.

2-3. Background

a. The mutual support legislation provisions of Title 10 USC 2341-2350 simplify the exchange of logistics support, supplies, and services between the U.S. and ROK Armed Forces and contribute to the readiness of forces deployed in Korea and elsewhere in the world. The legislation provides that certain provisions of law will not apply in the case of acquisitions from the governments of designated countries, authorizes cross-servicing agreements, and specifies applicable pricing principles. The legislation also addresses liquidation of credits and liabilities thereby accrued and prescribes annual ceilings on reimbursable credits and liabilities accrued by the U.S.

b. The mutual support legislation also provides two separate forms of authority.

(1) The first authorizes acquisition (buying) of logistic support, supplies, and services from the ROK Armed Forces. It provides a source of supply, and establishes replacement-in-kind (RIK) authority for many categories of support. This is a special congressionally granted authority allowing limited exception to the Federal Acquisition Regulation.

(2) The mutual support legislation also authorizes the providing (selling/exchanging) of logistic support supplies or services to the ROK forces, in reciprocal provision of logistics, logistic support supplies, or services. The Mutual Logistics Support Agreement was signed 8 June 1988 and most recently amended 23 February 2004. (See the glossary for a list of areas that can be used under logistic support, supplies, and services. This is a special congressionally granted authority allowing limited exception to the foreign military sales (FMS) program.)

c. The authorities conferred by the mutual support legislation are in addition to, not in place of, authorities afforded under other provisions of law.

d. No "new money" is provided for MLS. MLS is a simplified method of spending money that was previously allocated to buy supplies, services, or support. It waives certain provisions of the Federal Acquisition Regulation (sec 25.403(d) (2)) by providing a new source of supply and establishing RIK authority for many categories of support not previously available.

e. This regulation **does not** authorize the obligation of appropriated funds without proper authority.

2-4. Policy

a. Acquisition of logistic support, supplies or services, and IAs thereto, entered into under this regulation will be made in accordance with Title 10, USC, Chapters 137 and 138, DoD Directive 2010.9, and DoD Financial Management Regulation Vol 11A, Ch. 8. Sections 2207; 2304(a); 2306(a), (b), and (e); 2306a, and 2313 of Title 10; and Section 719 of the Defense Production Act of 1950 (50 USC, app 2168) will not apply to acquisitions made under the authority of Section 2341 of Title 10 or to agreements entered into under section 2342 of Title 10. Transactions under the authority of MLS will comply with general policies of prudent procurement practice, existing DoD acquisition and logistics- principles, and all applicable provisions of this regulation.

b. Whenever possible, USFK and components will use a single, separate IA as the basis for both acquisition and transfer of logistic support, supplies, and services with the armed forces of Korea.

c. Existing arrangements for reciprocal support that is satisfactory to both the U.S. and ROK Governments will not be affected by IAs negotiated under this regulation. However, IAs so negotiated may replace or supplement those existing arrangements when and if both parties concur.

d. MLS and this regulation may not be used to procure from the ROK armed forces, as a routine or normal source, those goods and services reasonably available from commercial sources.

e. Specific items, which may not be acquired or transferred under the current MLSA, are listed in Appendix B.

f. This regulation may not be used to permit ROK forces to use USFK forces as a routine source for logistic support, supplies, or services reasonably available from U.S. commercial sources or through foreign military sales.

g. Inventory levels of the U.S. forces may not be increased to comply with agreements negotiated under this regulation. Each component's supply system will need to devise a means whereby a ROK demand will not result in an automatic adjustment in reorder supply levels.

h. Unpaid cash transactions may be offset against one another to accommodate efficiency in accounting and balancing of payments.

2-5. Financial Guidance

a. Crediting of receipts. Any payment for logistic support, supplies, or services transferred or provided to ROK forces by U.S. forces will be credited to DoD appropriations, accounts, or funds, pursuant to section 2346, Title 10, USC.

b. Methods of liquidation of credits and liabilities. Compensation for the acquisitions or transfers of logistic support, supplies, or services under the authority of this regulation may be accomplished by the following methods:

(1) Reimbursable Transactions. Payment in the currency of the supplying nation.

(2) Replacement-in-Kind (RIK) Transactions. Repayment by replacement with identical or substantially identical support, supplies, or services. Supplies or services that are not identical require a determination by the receiving organization that the replacement has the same "form, fit, function or value".

c. Pricing for currency payment. Pricing will be accomplished by one of the following methods:

(1) Reciprocal pricing principles.

(a) Transfers of logistics support, supplies, or services will be at the same price as the supplying government charges its own armed forces for identical logistic support, supplies, or services.

(b) In the case of specific acquisition by the supplying country from its contractors for a recipient country, prices will be no less favorable than those prices charged for identical items or services by the contractors to the armed forces of the supplying country. This will take into account price differentials due to delivery schedules, points of delivery, and other similar considerations attributable to dissimilar needs of purchasers.

(2) Non-reciprocal pricing principles. If USFK or components cannot secure ROK acceptance of reciprocal pricing principles, the following non-reciprocal principles will be used:

(a) Acquisition. U.S. officials authorized to acquire logistic support will determine, after price analysis based on prior experience and supporting data, that the price for proposed support is fair and reasonable taking into consideration all applicable circumstances. If this determination cannot be made, no acquisition will take place. Requesting activity will provide the last acquisition price for item requested.

(b) Transfers. Pricing of transfers under this regulation by U.S. forces, pursuant to these non-reciprocal pricing principles, will be in accordance with the Arms Export Control Act as amended.

(3) Indirect costs. Indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs may be waived, only on a reciprocal basis, when applying either the reciprocal or non-reciprocal pricing principles on a case-by-case basis upon review by USFK J4.

d. Liquidation of accrued credits and liabilities.

(1) Credits and liabilities accrued from reimbursable transactions under this regulation will be liquidated by direct payment at least once every quarter, at the end of the month following the quarter of delivery (for example, payment of deliveries made on 2 January, 25 February, and 31 March would be billed by 30 April and paid within 30 days). Each component command's implementing procedures will specify their particular accounting methods.

(2) Each entitlement to or obligation of RIK resulting from a transaction under this regulation will be satisfied within 12 months from the date of delivery of the transaction, or within a shorter period as specified in the IA or transaction documentation. If not satisfied by RIK within a 12 month period, the RIK transaction will be converted to a cash transaction and the resulting credits and liabilities will be paid in accordance with subparagraph 2-5c. RIK transactions do not count against the USFK, obligation ceiling. However, if converted to a cash transaction, the transaction will count against the dollar ceiling for the year it is converted.

e. Obligation limitations.

(1) During any fiscal year, the total liability of the U.S. from reimbursable (cash) transactions under this instruction (in terms of total acquisition cost) may not exceed ceiling limitations. Accounts receivable will not be used to offset liabilities when computing totals. For example, if the U.S. acquires \$10 million of supplies from Korea and Korea acquires \$7 million of supplies from the U.S., the U.S. liability is still \$10 million, not \$3 million.

(2) During any fiscal year, total credits of the U.S. from reimbursable transactions (selling) will not exceed ceiling limitations. Acquisitions and reimbursables cannot be used to offset balances.

(3) There are no dollar limitations on RIK transactions or transactions during periods of active hostilities.

(4) No reimbursable acquisition or transfer will be accomplished under this instruction unless the acquiring activity has been provided an allocation, and this allocation is sufficient to support the transaction. An activity cannot exceed its ceiling limitation or its ability to pay for it.

2-6. Reports

a. Quarterly report for reimbursable transactions.

(1) Each component and staff agency will submit quarterly transaction reports to Commander, USFK, ATTN: FKJ4-IP-PG, Unit #15237, APO AP-96205. Reports will be in the same format as the annual report (Appendix J) (RCS DD-COMP (A) 1570) and provide the status of reimbursable authorizations on a cumulative-to-date basis beginning with the first quarter of the fiscal year.

(2) In addition to the report, include copies of MLS reimbursable acquisitions and transfers completed during that quarter. The report will be submitted NLT the 20th of the month following the quarter completed. Gather copies from the field in enough time to meet this requirement. Reimbursable acquisitions of supplies (including repair parts needed for maintenance) other than POL will be reflected separately from other costs.

NOTE: With all programs that exchange money, the potential for conflicts of interests exists. Refer to Appendix K for guidelines.

(3) The Staff Agency or component is not required to submit a quarterly report of RIK transactions to FKJ4-IP-PG.

b. Annual review of MLS transactions conducted. This is a two-part report.

(1) Part A. Each component and staff agency will submit an annual review of the status of their MLS program to HQ USFK (FKJ4-IP-PG) no later than 1 October of each year. The report will include a summary of all IAs, the current status of each agreement, adequacy of the current MLS ceilings, financial summary data, problems encountered, and future trends (Appendix J). Part B of the report is submitted using the format in Appendix J. It includes the total dollar value of transactions for the fiscal year. For reimbursable transactions, this is a roll-up of the quarterly reports. For RIK transactions, this is the total dollar value for the fiscal year's transactions.

(2) HQ USFK (FKJ4-IP-PG) will prepare a consolidated annual review of the status of the program and submit the report to the appropriate Defense Finance and Accounting Service (DFAS) with an information copy to HQ US PACOM, J424 and USFK Component Commands not later than 15 October of each year.

c. Yearly Cumulative List. HQ USFK (FKJ4-IP-PG) will prepare a consolidated cumulative list of all current component IAs and submit to HQ US PACOM, J424. This is a listing rather than a financial report.

Appendix A References

Section I. Required Publications

CJCSI 2120.01A, Acquisition and Cross-Servicing Agreements

DoD Directive 2010.9, Acquisition and Cross-Servicing Agreements. Cited in subparagraph 2-4a.

DoD Financial Management Regulation Vol 11A, Ch. 8. Cited in subparagraph 2-4a.

DoD Financial Management Regulation 7000.14R. Volume 11A, Chapter 8 International Acquisition and Cross Servicing Agreement

Federal Acquisition Regulation (48 Code of Federal Regulations, Parts 1-99) and DoD Federal Acquisition Regulation Supplement (48 Code of Federal Regulations, Parts 200-299). Cited in Subparagraphs 2-3d.

The Mutual Logistics Support Agreement Between the Government of the United States of America and the Government of the Republic of Korea.

USFK Regulation 550-51, International Agreements. Cited in subparagraph 2-2b.

Section II. Related Publications

Defense Production Act of 1950

Title 10, USC, Chapter 137 (Procurement Generally)

Title 10, USC, Chapter 138, Subchapter I (Acquisition and Cross-Servicing Agreements)

Title 10, Section 2313 (Examination of Records of Contractor)

Title 22, USC, Section 2751 et seq. (Arms Export Control Act)

Trade Agreements Act of 1979

Appendix B

Limitations on the Scope of Mutual Logistics Support

The following items may not be acquired or transferred by the U.S. under the MLSA.

- Weapons systems.
- Major items of equipment.
- The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowances, or equivalent documents.
- Guided missiles.
- Naval mines and torpedoes.
- Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition.
- Cartridge and propellant-actuated devices.
- Chaff and chaff dispensers.
- Guidance kits for bombs or other ammunition.
- Chemical ammunition, other than riot control.
- Ground combat vehicles
- Transfer of helicopters
- Naval vessels
- Combat aircraft

Appendix C

USFK Form 209EK (Mutual Logistics Support Order/Receipt)

C-1. Sample of USFK Form 209EK

MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT 상호 군수 지원 표준 요청/수령서 (USFK REG 12-16)											
1. REQUEST NUMBER 요청번호		3. FROM 요청자								5. IMPLEMENTING ARRANGEMENT NUMBER 시행 약칭 번호	
2. DATE OF REQUEST 요청일		4. TO 피요장자								6. DATE OF REQUESTED DELIVERY 지원 요청 일자	
6a. FUND CITE 자금부호		7. STOCK NUMBER 재고번호		8. DESCRIPTION (DETAILED DESCRIPTION MAY BE ATTACHED) 품목명세 (상세한 명세서는 별첨)		9. UNITS 단위	10. QUANT REQD 요청량	11. QUANT DELIVERED 지원량	12. UNIT PRICE 단가	13. TOTAL 총액	14. ISSUING INDIVIDUAL 발출관
1										NAME 성명	
2										GRADE 계급	
3										SIGNATURE 서명	
4										DATE 일자	
5										ORGANIZATION 소속	
6											
7											
15. AUTHORIZING OFFICER 승인관		16. METHOD OF REIMBURSEMENT 상환 방법		17. SCHEDULE FOR RIK 혁물강환일정		18. TOTAL AMOUNT CLAIMED 총 청구액		19. PAYABLE TO 수납처		21. LIABILITY LIMITATION 책임부담제한	
NAME 성명		CASH 현금지불		AGREED 동의							
GRADE 계급		REPLACEMENT-IN-KIND 혁물상환									
SIGNATURE 서명		DATE 일자									
22. RECEIVED, INSPECTION AND ACCEPTED 접수, 검사 및 수령자		23. PLACE OF DELIVERY 지원 제공 장소		24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호		25. AUTHORIZED LENDING OFFICER 인가된 대여관자		20. TO BE FORWARDED TO 수신처			
NAME 성명						NAME 성명		SIGNATURE 서명		DATE 일자	
GRADE 계급						SIGNATURE 서명		ORGANIZATION 소속			
SIGNATURE 서명		DATE 일자									

USFK FORM 209EK-E, 1 OCT 92

C-2. Explanation of Entries on MLS Form 209EK (Minimum Essential Data Elements)

- | | |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Request No. | Completed by Requester (Requisition Number) |
| 2. Date of Request | Date form completed by Requester |
| 3. From | Unit and person submitting request (include phone number) |
| 4. To | Unit of potential Supplier/Issuing Activity |
| 5. IA Number | Number of the Implementing Arrangement under which supply is to be arranged |
| 6a. Fund Cite | (U.S. Use Only) Funding citation for reimbursement |
| 6b. Date of Requested | Date item or service is needed for delivery |
| 7. Stock Number | Item identification number |
| 8. Description | Brief description of support requested (attach details if necessary) |
| 9. Units | Unit of issue (each, box, feet etc.) |
| 10. Quantity Required | Amount of units requested by the requester |
| 11. Quantity Delivered | Amount of units issued by supplier |
| 12. Unit Price | Price to be charged requester per unit |
| 13. Total | Total price for all like units |
| 14. Issuing Individual
(Supplier's Agent) | Issuing individual's name, grade, signature and organization |
| 15. Authorizing Officer | Appointed official of requesting country authorizing transaction (name, grade, signature, organization) |
| 16. Method of Reimbursement | Proposed and agreed method of reimbursement - Cash or Replacement-in-Kind (RIK) |
| 17. Schedule for RIK | Date and address replacement will be made, time frame not to exceed one year |
| 18. Total Amount Claimed | Total amount for all transactions on this MLS Form (Shown in the currency of the supplying country) |
| 19. Payable To | Unit to which payment is to be made |
| 20. Payment Forwarded To | Finance Office payment should be submitted to |
| 21. Liability Limitation | Amount that this MLS is not to exceed (if price is not known) |

- | | |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 22. Received, Inspected, and Accepted By (Requester's Agent) | Receiving individual's name, grade signature and organization |
| 23. Place of Delivery | Address to which requested support is to be delivered |
| 24. Remarks/ Transaction Code | Additional comments or unique codes |
| 25. Authorized Lending Officer | Appointed official of supplying country authorizing transaction (name, grade, signature, organization) |

Appendix D

Procedures for Executing a Mutual Logistics Support Order/Receipt/Invoice Form (MLS Form)

D-1. The requester of the support will initiate the transaction. The requester will complete the following blocks:

- a. 1-5; 6 (if applicable); 7-11; 13 (if known); 15; 16; 17; 19; 21 and 24.
- b. Forward a minimum of two copies to the potential supplier.

D-2. If support will be provided, supplier will complete the following blocks:

- a. 13; 15; 17; 20; 22 and 25.
- b. After completion of above blocks, two copies of the form will be returned to the requester.
- c. When support is actually provided, the supplier will complete Blocks 12; 14; 16 (if by mutual agreement the delivery place is different from original location); 18; 23 (if applicable) and sign block 25.

D-3. If support will not be provided, the potential supplier will complete Block 24 with a short statement explaining why support will not be provided.

D-4. Upon receipt of support, the requester will complete Block 22. After completion of the transaction, copies of the completed MLS form will be provided to the supplier and requester for internal distribution. The MLS form will serve as an invoice for billing purposes.

Appendix E

**Example USFK Chief of Staff Letter Granting Permission to Negotiate and Conclude an
MLSA IA**

FKCS

MEMORANDUM FOR Assistant Chief of Staff, J4

SUBJECT: Authority to Negotiate Amendment II for the Follow-On Memorandum of Agreement
(FOMOA) Implementing Instructions

1. Under the provisions of USFK Reg. 550-51, the ACoS, J4, is designated as the lead agency to negotiate and conclude the enclosed FOMOA Implementing Instructions, Amendment II.
2. In accordance with USFK Reg. 550-51, if any changes are proposed to the enclosed draft, coordination must first be made with the FKJA prior to presenting those proposed changes to the ROK, formally or informally. FKJA will determine whether the proposed changes comport with US law and policy, and whether restaffing of the draft is required. FKJA will also review the proposed final version prior to signing to ensure compliance with US law and policy.

Encl

JOHN J. SMITH
Lieutenant General, USA
Chief of Staff

Appendix F
Example Translation Certification Letter

CERTIFICATE OF TRANSLATION
(SAME TITLE IN HANGUL UNDERNEATH)

DATE

I certify that the English and Korean texts of the “Mutual Logistics Support Implementing Arrangement USA - RKA - XXX Concerning Port Services Support between the U.S. Navy and ROK Navy” are in conformity with each other and that the texts have the same meaning in all substantive respects.

(SAME CERTIFICATION WRITTEN IN HANGUL)

CHONG, HYON TAE
(HANGUL)
KSG-12
(HANGUL)
Translator, ACoS, J4, USFK
(HANGUL)

Appendix G
Report Format for Transactions, Reimbursable Purchases, and Sales

Title 10 U.S.C. Chapter 138
Transactions, Reimbursable
Purchases and Sales (RCS-DOD-COMP (A) 1570)
(in thousands)

DOD Component: _____ FY: _____

Agreement Number: _____

Applicable Pricing Procedures: Reciprocal¹

<u>Appropriation or Fund Account</u>	<u>Dollar Value of Purchases (Acquisitions)</u>	<u>Dollar Value of Sales (Transfers)</u>
OMA, OMN, O&M	\$X.XX	\$XX,XXX.XX

Notes:

1. Annotate either reciprocal or nonreciprocal depending on terms of agreement.

Appendix H

Report Format for Exchange Transactions (Non-reimbursable Purchases and Sales)

H-1. Report Format for Exchange Transactions

Agreement Number:

Agreement Number

DoD Component: Service Component

Fiscal Year: FY

Agreement Long Title: Name of MLSA IA

Agreement Summary: Provide summary of IA

Agreement Status: Active

Problems Encountered: Note problems encountered

Future Trends: Note future trends (i.e., renegotiation of IA, etc.)

Transaction Data:

Exchange Transactions

Part I. Receipt Data:				
	A	B	C	D
Appropriation_or Fund Acct	Value of Materiel Owed at Beginning of FY	Value of Materiel Received During FY	Value of Materiel Replaced During FY	Value of Materiel Owed at End of FY

Part II. Issue Data				
	A	B	C	D
Appropriation_or Fund Acct	Value of Materiel Owed at Beginning of FY	Value of Materiel Received During FY	Value of Materiel Replaced During FY	Value of Materiel Owed at End of FY

H-2. Exchange Transactions (Non-reimbursable Purchases and Sales) Instructions

Note 1: For clarification purposes, the methodology for exchange transactions is provided below. RIK stands for Replacement in Kind.

Note 2: The Value of Materiel Owed at End of FY for Part I and Part II (Column D) is computed as follows:

Value of Materiel Owed at End of FY equals Value of Materiel Owed at Beginning of FY plus Value of Materiel Received During FY minus Value of Materiel Replaced During FY or Column A + B - C = D.

Transactions,
Reimbursable Purchases and Sales
Exchanges

Part I. Receipt Data:				
	A	B	C	D
Appropriation_or Fund Acct	Value of Materiel Owed at Beginning of FY	Value of Materiel Received During FY	Value of Materiel Replaced During FY	Value of Materiel Owed at End of FY
Self Explanatory	What US owes the ROK from previous FY(s)	What US received from ROK in commodities or services	What US returned to ROK as RIK	What US owes the ROK

Part II. Issue Data				
	A	B	C	D
Appropriation_or Fund Acct	Value of Materiel Owed at Beginning of FY	Value of Materiel Received During FY	Value of Materiel Replaced During FY	Value of Materiel Owed at End of FY
Self Explanatory	What ROK owes the US from previous FY(s)	What ROK received from US in commodities or services	What ROK returned to US as RIK	What ROK owes to US

**Appendix I
Annual Review Report Format**

Agreement Number:

Agreement Number

DoD Component: Service Component

Fiscal Year: FY

Agreement Long Title: example “Mutual Logistics Support Agreement Implementing Arrangement USA-RKA-004 Concerning Transfer of and Replacement-In-Kind of JP4, JP8, Diesel and MOGAS Fuel Between Eighth United States Army and Republic of Korea Army”

Agreement Summary: Provide summary of IA

Agreement Status: “Active” - Transactions (RIK or Reimbursable) have been processed under this agreement during the fiscal year. “Inactive” - No transactions have been processed under this agreement during the fiscal year. “Terminated” - This agreement has been terminated, IAW applicable DoD and USFK directives, this fiscal year.

Problems Encountered: Describe any problems relating to services, transactions, fund collections, etc.

Future Trends: List any trends or requirements which may affect the status of the agreement. If the agreement has not been active during the current fiscal year, an assessment should be made as to whether the agreement should be terminated.

Transaction Data:

Transactions,
Reimbursable Purchases and Sales

Applicable Pricing Procedures: Reciprocal

Appropriation or Fund Account	Dollar Value of Purchases (Acquisitions)	Dollar Value of Sales (Transfers)
ENTER APPROPRIATION OR FUND HERE	ENTER DOLLAR AMOUNT OF PURCHASES	ENTER DOLLAR AMOUNT OF SALES

Appendix J

Self-Dealing, Bribery and Conflict of Interest

J-1. By both federal law and DoD policy, all those involved in acquisitions will do everything in their power to ensure that all agreements, arrangements, or contracts entered into under MLS will be free from self-dealing, bribery, and conflict of interest. In order to ensure the integrity of the acquisition process and to protect the interests of the U.S. taxpayer, all personnel in the acquisition process should be aware of the circumstances involving their acquisitions and try to locate possible self-dealing, bribery, or conflict of interest.

J-2. Although not in themselves a positive indication of self-dealing , bribery, or conflict of interest, the following circumstances suggest the possibility:

- a. Requirement to deal through an agent or middleman who does not provide supplies or services, yet receives payments.
- b. High prices.
- c. Payments to persons not part of the transactions.
- d. Other unusual circumstances.

J-3. Since an accusation of self-dealing, bribery, or conflict of interest involving a foreign government official could have a major impact on relations with another country, anyone with reason to believe that self-dealing, bribery, or conflict of interests are involved should ensure that the suspicion is not released outside the U.S. Government. When such suspicions appear well founded, the matter should be reported through both service and unified command channels to the Under Secretary of Defense (Production) who will determine if further investigation is warranted, how it will be carried out, and what action should be taken.

Glossary

Section I. Abbreviations

ACofS	Assistant Chief of Staff
DoD	Department of Defense
EUSA	Eighth United States Army
HQ	Headquarters
IA	Implementing Arrangement
MLS	Mutual Logistics Support
MLSA	Mutual Logistics Support Agreement
MND	Ministry of National Defense
PACOM	Pacific Command
POL	Petroleum, oils, and lubricants
RIK	Replacement-In-Kind
ROK	Republic of Korea
U.S.	United States of America
USFK	United States Forces, Korea

Section II. Terms

Acquisition. Obtaining logistics support, supplies, or services for payment in currency or RIK by exchange of support supplies or services of identical value.

Cross-Servicing Agreement. Any agreement concluded with the government of another country under which the U.S. agrees to provide logistics support, supplies, or services to the armed forces of such government, if deployed in that country or in the military region in which the country is located, in return for the reciprocal provision of logistics support, supplies, and services, by such country to the U.S. armed forces deployed in the country or in the military region in which the country is located. Such cross-servicing agreements establish principles and provisions for

effecting required support, but do not bind either party to any particular number or monetary value of transactions.

Implementing Arrangement. A supplementary arrangement related to specific logistic support, supplies, services or events that prescribes details, terms, and conditions that further define and carry out MLS cross-servicing agreements. Implementing arrangements will have more precisely defined levels of performance than do MLS cross-servicing agreements; however, implementing arrangements will be consistent with MLS cross-servicing agreements and this instruction in all respects.

Logistics Support, Supplies, and Services. Food, billeting, transportation (including airlift), POL, clothing, communications services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and air and sea port services.

United States Forces, Korea Component Commands. Eighth United States Army; United States Air Forces, Korea; United States Naval Forces, Korea; and the United States Marine Forces, Korea.

Transfers. The exchange of logistics support, supplies, or services (whether for cash or RIK) under an MLSA Implementing Arrangement.