

No. 2337

**UNITED STATES OF AMERICA
and
KOREA**

**Agreement relating to the establishment of a United States
military advisory group to Korea. Signed at Seoul,
on 26 January 1950**

Official texts: English and Korean.

Registered by the United States of America on 28 October 1953.

**ÉTATS-UNIS D'AMÉRIQUE
et
CORÉE**

**Accord relatif à l'envoi en Corée d'un groupe de conseillers
militaires des États-Unis. Signé à Séoul, le 26 janvier
1950**

Textes officiels anglais et coréen.

Enregistré par les États-Unis d'Amérique le 28 octobre 1953.

No. 2337. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA RELATING TO THE ESTABLISHMENT OF A UNITED STATES MILITARY ADVISORY GROUP TO KOREA. SIGNED AT SEOUL, ON 26 JANUARY 1950

Preamble

In conformity with the request of the Government of the Republic of Korea to the Government of the United States, the President of the United States has authorized the establishment of the United States Military Advisory Group to the Republic of Korea (hereinafter referred to as the Group), under the terms and conditions specified below :

Article I

The purpose of the Group will be to develop the Security Forces of the Republic of Korea within the limitations of the Korean economy by advising and assisting the Government of the Republic of Korea in the organization, administration and training of such forces, including the Army, Coast Guard and the National Civil Police Force, and by insuring the effective utilization of any United States military assistance by those forces. The Group will consist of such number of military and civilian personnel of the Government of the United States as may be agreed upon by the two Governments. The number of Department of Defense personnel in the Group, however, shall not exceed, without the mutual agreement of the two Governments, five hundred (500) officers and men. It is understood that the selection of men and officers for the Korean Security Forces will be decided by the Government of the Republic of Korea.

Article II

This Agreement may be terminated at any time :

(1) By either Government, provided that six months' written notice is given to the other Government;

(2) By recall of the Group when either Government deems such recall to be in its public interest and shall have so notified the other Government without

¹ Came into force on 26 January 1950, upon signature, with retroactive effect as from 1 July 1949, in accordance with article XIV.

necessity of compliance with provision (1) of this Article. However, termination of this Agreement by recall does not relieve the Government of the Republic of Korea from its obligations arising under this Agreement during such time, not exceeding three months, reasonably necessary to permit the Group to terminate its functions and physically depart from Korea.

Article III

The functions of the Group shall be to provide such advice and assistance to the Government of the Republic of Korea on military and related matters as may be necessary to accomplish the purposes set forth in Article I of this Agreement. The Group shall extend advice and assistance to such components of the Korean Security Forces as may be agreed upon by the two Governments.

Article IV

The Group and its dependents will be considered as a part of the Embassy of the United States in the Republic of Korea for the purposes of enjoying the privileges and immunities accorded to the Embassy and its personnel of comparable rank.

Article V

No member of the Group shall assume or cause to be assumed duties as a result of which he will be responsible to the Government of the Republic of Korea.

Article VI

All members of the Group shall be on active duty and shall be paid regularly authorized pay and allowances by the Government of the United States, plus a special allowance to compensate for increased cost of living. Such compensation for this special allowance shall be paid by the Government of the Republic of Korea in Korean currency. The special allowance shall be based upon a scale agreed upon by the Governments of the United States and the Republic of Korea, shall be revised periodically and shall be applicable for the entire period each member of the Group resides in Korea on duty with the Group.

Article VII

The Government of the Republic of Korea will grant exemption from Customs duties on materials, equipment, supplies and goods imported for the official use of the Group or the personal use of the members thereof or their

families only. Such materials, equipment, supplies and goods will not be subject to any Korean excise, consumption or other tax, duty, or impost, including export taxes in the event of re-shipment to the United States from Korea.

Article VIII

(a) The Government of the Republic of Korea shall furnish from time to time to one designated representative of the American Embassy in Korea sufficient Korean currency to purchase local supplies (excluding foodstuffs), equipment and services necessary to maintain the Group, its personnel and their families including, but not restricted to, currency necessary to repair and maintain living quarters for the Group and their families and buildings and office space for the official business, of the Group and such costs of indigenous services and costs of transportation as are provided in Articles VIII (b) and IX of this Agreement.

(b) The Government of the Republic of Korea will pay in Korean currency expenses incurred by members of the Group for travel in the Republic of Korea on official business of the Group.

(c) The Government of the Republic of Korea will provide without charge to the Group or to the Government of the United States suitable living quarters for personnel of the Group and their families and suitable buildings and office space for use in the conduct of the official business of the Group. Public utilities and fuel necessary to maintain the living quarters, buildings and office space, will also be furnished without charge to the Government of the United States for the use of the Group. All living and office quarters will conform in so far as possible to the standards prescribed by the United States Military Services for similar quarters. It shall be understood that the Government of the Republic of Korea will not be responsible for the payment of the cost of construction of new buildings unless the concurrence of the Minister of National Defense of the Republic of Korea is obtained prior to the incurring of such expenses.

Article IX

Costs of indigenous services required by the Group, including compensation of locally employed interpreters, clerks, laborers and other personnel, whose rate of compensation shall be determined from time to time between a representative of the Government of the Republic of Korea and a representative of the American Embassy in Korea, except personal servants, and including costs of transportation within Korea of supplies and equipment required by the

Group and its members will be borne by the Government of the Republic of Korea. Official postal services, including free franking privileges and tax stamps required by the Group for the accomplishment of its mission will be provided without cost by the Government of the Republic of Korea.

Article X

The Government of the Republic of Korea will provide suitable medical attention to members of the Group and their families in places where United States medical personnel and facilities are not available. The Government of the Republic of Korea will, upon request, evacuate seriously ill members of the Group or their families to places in Korea where United States medical facilities may be available.

Article XI

All communications between the Government of the Republic of Korea and the Group relating to policy will be directed through the United States Ambassador to Korea. The Group may deal directly with officials of the Government of the Republic of Korea on matters of a purely military nature as may be authorized by the Chief of the Group.

Article XII

Disclosures and exchanges of classified military information to or between the Government of the United States and the Government of the Republic of Korea will only be made subject to the mutual understanding that the information will be safeguarded in accordance with the requirements of the military security classification established thereon by the originating Government, and that no re-disclosure by the recipient Government of such information to a third Government or to unauthorized personnel will be made without specific approval of the originating Government.

Article XIII

This Agreement shall be registered with the Secretariat of the United Nations in compliance with the provisions of Article 102 of the Charter of the United Nations.

Article XIV

This Agreement shall enter into force upon signature and shall be considered as having become effective as of July 1, 1949; it being understood this Agreement will be submitted for ratification to the Korean National Assembly.

DONE in duplicate, in the English and Korean languages, at Seoul, Korea, on this 26th day of January 1950. The English and Korean texts shall have equal force, but in the case of divergence, the English text shall prevail.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

For the Government of the United States :
(By) John J. MUCCIO

For the Government of the Republic of Korea :
(By) S. M. SIHN
(By) D. Y. KIM

[SEAL]
