

No. 3636

**UNITED STATES OF AMERICA
and
KOREA**

**Exchange of notes constituting an agreement relating to the
establishment of minimum facilities for an arsenal
and the reworking of ammunition. Seoul, 29 May 1955**

Official text: English.

Registered by the United States of America on 18 December 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
CORÉE**

**Échange de notes constituant un accord relatif à l'établisse-
ment des installations essentielles au fonctionnement
d'un arsenal et à la récupération des munitions. Séoul,
29 mai 1955**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 18 décembre 1956.

No. 3636. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA RELATING TO THE ESTABLISHMENT OF MINIMUM FACILITIES FOR AN ARSENAL AND THE REWORKING OF AMMUNITION. SEOUL, 29 MAY 1955

I

The American Ambassador to the Korean Minister of National Defense

AMERICAN EMBASSY

No. 161

Seoul, May 29, 1955

Excellency :

I have the honor to refer to the discussions which took place during the latter half of 1954 between representatives of our two Governments regarding the establishment in the Republic of Korea of minimum facilities for an arsenal and the reworking of ammunition.

1. My Government has authorized me to advise the Government of the Republic of Korea that it is now prepared to enter into detailed discussions on the establishment of such facilities. It is hoped that the discussions will lead to an agreement on implementing the program contemplated by paragraph 9, Appendix B,² of the Agreed Minute Between the Government of the United States and the Government of the Republic of Korea, signed in Seoul on November 17, 1954.³

2. Upon receipt from the Republic of Korea of the assurances contemplated in the succeeding portions of this note, the United States, in accordance with the Agreed Minute referred to in paragraph 1 above, will furnish minimum facilities for an arsenal and the reworking of ammunition to a total value not to exceed \$5,000,000. Specifically, the United States will furnish :

a. The necessary manufacturing equipment and auxiliary machine shop equipment capable of manufacturing small arms ammunition the capacity of which will be specified in a supplemental technical arrangements agreement. The auxiliary shop shall be capable of being used to make special tools, dies, jigs, and fixtures required for the manu-

¹ Came into force on 29 May 1955 by the exchange of the said notes.

² Not printed by the Department of State of the United States of America.

³ See p. 251 of this volume.

facture of the above described ammunition and for repairing machines and equipment used for production, and in addition this shop shall be capable of making minor parts required for the maintenance and repair of small arms weapons. It is understood that the production equipment and auxiliary shop will not include any foundry, rolling mill, or chemical plant equipment. The total value of the above described equipment and auxiliary shop is estimated to be approximately \$2,828,000.

b. Equipment for the generation of steam and compressed air at an estimated value of approximately \$355,000.

c. Services for delivery and installation of equipment at an estimated value of approximately \$226,000.

d. Architect-engineer, design, and supervision services for construction of building and installation of equipment at an estimated value of approximately \$250,000.

e. Non-indigenous construction materials and additional auxiliary maintenance machine shop special tools not elsewhere included and miscellaneous expenses incurred by the United States which are directly applicable to this project in an amount of approximately \$1,340,000.

The specification of the details listed above shall be subject to modification in the light of further study and such supplementary technical arrangements as may be agreed upon between our two Governments.

3. In consideration of the foregoing and in accordance with the Mutual Defense Assistance Agreement signed at Seoul on January 26, 1950,¹ and agreements supplementary thereto, and particularly in accordance with Article I thereof, the Republic of Korea will undertake to furnish toward the completion of the arsenal the following :

a. All the necessary land, rights of way for ingress and egress, utilities, to include power lines, sewage, water, communications, transportation, and other necessary services, facilities and utilities, and facilities (e. g. storage and carpenter shops) necessary for construction of the arsenal.

b. All necessary labor on a priority basis. Labor furnished by the Republic of Korea shall be under the general supervision of the United States architect-engineers, but control and direction of such labor shall be exercised through the Republic of Korea officer in charge.

c. Indigenously available construction materials, supplies, and construction equipment necessary for the construction of this arsenal. It is understood that the United States will not pay rental for or procure construction equipment.

d. Such additional land and facilities as become necessary as the result of modification of plans and design for the construction of this arsenal.

e. All necessary stevedoring and, if necessary, lighterage, pilot services, floating derricks, shore cranes and other port facilities at no expense to the United States Govern-

¹ United Nations, *Treaty Series*, Vol. 80, p. 205.

ment for all supplies, equipment and material imported into Korea for use in construction of the arsenal.

f. All necessary transportation for delivery of such supplies, equipment and material from the port to the arsenal.

4. The facilities, equipment, services, and materials made available pursuant to the Agreed Minute shall be deemed to be made available under the applicable provisions of the above referred to Mutual Defense Assistance Agreement.

5. The Republic of Korea undertakes to maintain this arsenal and all its appurtenant facilities, equipment, and services in a condition to produce promptly when required the products and services contemplated for production therein as hereafter specified in supplementary arrangements.

6. The Republic of Korea will not discriminate in the sale of the products or services resulting in whole or in part from this arsenal to other nations of the free world in terms of prices charged, the quality made available, delivery dates, or in any other manner.

7. It is understood that the facilities, equipment, and services of this arsenal may be used for other purposes provided such use will not interfere with the ready availability of such facilities, equipment, and services for the production and repair of defense items.

8. The United States Government will not, within the scope of this project, provide raw materials and components for manufacturing for production runs of end items or parts thereof.

9. In order to carry out this project, it will be necessary for our two Governments, acting through their appropriate officers, to enter into supplemental technical arrangements regarding the details of the project mentioned above.

Upon receipt of your Government's agreement that the foregoing is acceptable, I propose that this note, together with your Government's reply, be treated as confirming our mutual understanding on this subject.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

William S. B. LACY

His Excellency Sohn Won-il
Minister of National Defense
Republic of Korea
Seoul

II

*The Korean Minister of National Defense to the American Ambassador*MINISTRY OF NATIONAL DEFENSE
REPUBLIC OF KOREA

Seoul, May 29, 1955

Excellency :

I have the honor to acknowledge the receipt of your Note referring to the discussions which took place during the latter half of 1954 between representatives of our two Governments regarding the establishment in the Republic of Korea of minimum facilities for an arsenal and the reworking of ammunition.

1. My Government has authorized me to advise the Government of the United States that in consideration of the commitments in your Note and in accordance with the Mutual Defense Assistance Agreement signed at Seoul on January 26, 1950, and agreements supplementary thereto, and particularly in accordance with Article I thereof, the Republic of Korea hereby undertakes to furnish toward the completion of the arsenal the following :

a. All the necessary land, rights of way for ingress and egress, utilities, to include power lines, sewage, water, communications, transportation, and other necessary services, facilities and utilities, and facilities (e. g. storage and carpenter shops) necessary for construction of the arsenal.

b. All necessary labor on a priority basis. Labor furnished by the ROK shall be under the general supervision of the United States architect-engineers, but control and direction of such labor shall be exercised through the ROK officer in charge.

c. Indigenously available construction materials, supplies, and construction equipment necessary for the construction of this arsenal. It is understood that the United States will not pay rental for or procure construction equipment.

d. Such additional land and facilities as become necessary as the result of modification of plans and design for the construction of this arsenal.

e. All necessary stevedoring and, if necessary, lighterage, pilot services, floating derricks, shore cranes and other port facilities at no expense to the United States Government for all supplies, equipment and material imported into Korea for use in construction of the arsenal.

f. All necessary transportation for delivery of such supplies, equipment and material from the port to the arsenal.

2. The facilities, equipment, services, and materials made available pursuant to the Agreed Minute shall be deemed to be made available under the applicable provisions of the above referred to Mutual Defense Assistance Agreement.

3. The Republic of Korea undertakes to maintain this arsenal and all its appurtenant facilities, equipment, and services in a condition to produce promptly when required the products and services contemplated for production therein as hereafter specified in supplementary arrangements.

4. The Republic of Korea will not discriminate in the sale of the products or services resulting in whole or in part from this arsenal to other nations of the free world in terms of prices charged, the quality made available, delivery dates, or in any other manner.

5. It is understood that the facilities, equipment, and services of this arsenal may be used for other purposes provided such use will not interfere with the ready availability of such facilities, equipment, and services for the production and repair of defense items.

6. It is understood that the United States Government will not, within the scope of this project, provide raw materials and components for manufacturing for production runs of end items or parts thereof.

7. In order to carry out this project, it will be necessary for our two Governments, acting through their appropriate officers, to enter into supplemental technical arrangements regarding the details of the project mentioned above.

Having received your Government's agreement that the foregoing is acceptable, I propose that this Note, together with your Government's Note under reply, be treated as confirming our mutual understanding on this subject.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

SOHN WON-IL

His Excellency William S. B. Lacy
Ambassador of the United States of America