

No. 17293

**UNITED STATES OF AMERICA
and
THAILAND**

**Memorandum of Agreement relating to ammunition storage
in Thailand. Signed at Bangkok on 22 March 1977**

Authentic text: English.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
THAÏLANDE**

**Mémorandum d'accord concernant l'entreposage de munitions
en Thaïlande. Signé à Bangkok le 22 mars 1977**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

AMMUNITION IN THAILAND — MEMORANDUM OF AGREEMENT¹

Subject to and with the prior understanding that the Royal Thai Government (RTG) and the United States Government (USG) have agreed in principle to the storage in Royal Thai Armed Forces (RTARF) facilities of ammunition belonging to the United States Department of Defense (DOD), the following Memorandum of Agreement (MOA) is provided to amplify and clarify the basic agreement.

1. The term Ammunition in Thailand (AIT) refers to the approximately 14,500 short tons of US-titled ammunition stocks stored in Thailand under the terms of this MOA.

2. RTARF Supreme Command Headquarters (SCHQ) will be the RTG executive agent for AIT. The Joint United States Military Advisory Group, Thailand (JUSMAG-THAI) will be the USG executive agent for AIT. A coordinating group known as the Ammunition in Thailand Coordinating Committee consisting of three representatives from each executive agent will be appointed to coordinate SCHQ/JUSMAGTHAI responsibilities, under the terms and conditions of this MOA and will prepare necessary additional implementing instructions or standing operating procedures as required. Such instructions and procedures shall be subject to review by both Governments before they enter into force.

3. The RTG agrees to purchase the AIT Program stocks as-is, where-is not later than 15 April 1977. The purchase will be effected by means of two Letters of Offer and Acceptance (DD Form 1513) (one for US Army-managed ammunition and one for US Air Force-managed ammunition) issued in accordance with the US Foreign Military Sales (FMS) Program. The RTG will make an initial payment for at least twenty percent of the current value of the AIT stocks. The RTG will pay for the AIT stocks remaining after the initial payment in three equal payments prior to the 31st of October 1977, 1978 and 1979. Payments may be made by cash, by Foreign Military Sales (FMS) credit (if such credit is available), or by a combination of these methods. The initial payment may use a portion of the \$36.7 million available under the FY76 FMS credit agreement signed between the RTG and the USG. These credits may have a nine-year repayment schedule. This initial payment will have a value of at least \$9.5 million. The two Letters of Offer and Acceptance (DD Form 1513) (one for US Army-managed ammunition and one for US Air Force-managed ammunition) for the purchase of all the AIT stocks must be signed by the RTG not later than 15 April 1977. Payment for AIT stocks purchased by the RTG will be made not later than ten days prior to the date of title transfer for corresponding items. Upon title transfer of all AIT stocks, the USG personnel associated with the AIT Program will be withdrawn from Thailand.

4. The cost and other terms and conditions of the purchase of the AIT stocks will remain unchanged during the payment period from the date of signature of the two FMS cases (one for US Army-managed ammunition and one for US Air Force-managed ammunition) to 31 October 1979.

5. The RTG agrees to permit sufficient USG personnel to remain in Thailand to assure adequate protection, control, maintenance, accountability and quality assurance (surveillance) of AIT Program stocks. All USG personnel in Thailand in support of the AIT Program will be assigned or attached to JUSMAGTHAI.

6. The RTG agrees to provide security for the AIT stocks and other USG property present in Thailand in support of AIT.

¹ Came into force on 22 March 1977 by signature, in accordance with paragraph 20.

7. The RTG agrees that prior to purchase AIT stocks remain under the control of the USG, whose representatives retain authority to take inventory of and have access to the ammunition so stored.

8. AIT stocks will initially be stored in the Korat Ammunition Storage Depot (KASD) located in the vicinity of Korat, Thailand, The RTG agrees that AIT stocks will not be removed from the KASD- or other USG-approved storage locations without the prior approval of the USG AIT Accountable Officer. Keys to the AIT storage buildings, warehouses, igloos and magazines will remain in the custody of the USG AIT Accountable Officer. Stocks purchased by the RTG may be retained in the KASD storage facility or may be removed by the RTG. Costs associated with the movement of RTG purchased stocks will be borne by the RTG. The RTG will insure that all RTG stocks are distinctively marked and physically segregated from AIT stocks. RTG stocks which are stored in the same storage facility as AIT stocks will be stored in accordance with US Army safety standards. The RTG agrees to receive, store, issue, warehouse, rewarehouse and transport all stocks in the KASD in compliance with US Army standards.

9. The USG need not replace any item in the AIT stockpile which may become unserviceable for any cause or which may disappear as a result of theft, fire, natural disaster or any other cause. The RTG agrees to reimburse the USG for all AIT stocks which may disappear or be destroyed due to negligence, inattention, or malfeasance of RTG personnel. Once the two FMS cases (one for US Army-managed ammunition and one for US Air Force-managed ammunition) for the purchase of all the AIT stocks have been signed, the USG will undertake not to withdraw the AIT stocks. However, if the title transfer is not completed prior to 31 October 1979, the USG reserves the right to remove from Thailand any or all AIT stocks for which title has not been transferred. Prior to the signature of the two FMS cases and after 31 October 1979, the RTG agrees to provide duty-free customs clearance for removal from Thailand of USG titled AIT ammunition immediately upon receipt of a USG request. Should the withdrawal from Thailand of any of the USG titled AIT stocks be necessary for any reason, the RTG will provide transportation from the storage facility to the onloading port and stevedoring and port operations services; the USG shall reimburse the RTG for the cost of such transportation and services.

10. Facilities maintenance and fire protection for the AIT stocks will be provided by the RTG. US Army standards apply for all matters affecting the safety of ammunition and personnel. RTG standards apply in all other areas.

11. Costs incident to maintenance of the AIT stocks will be borne by the RTG. Prior to the actual work being performed, ammunition maintenance must be approved by the USG.

12. Costs associated with the retention of the AIT program stocks including, but not limited to, security, storage, issue, warehousing, rewarehousing, maintenance, accountability and surveillance of AIT stocks; administrative support of AIT personnel; and facilities maintenance and fire protection for the storage facilities will be borne by the RTG, excluding salaries of US personnel required for oversight of the stocks. These retention costs will be purchased under a separate Foreign Military Sales (FMS) case.

13. The RTG will assure that the US Army safety requirements for ammunition storage are met. If appropriate, the USG agrees to process requests for waiver of those safety requirements in particular circumstances when so requested by the RTG. The United States Army Central Ammunition Management Office, Pacific (CAMO-PAC), is designated as the approval authority for ammunition explosive safety waiver requests.

14. Stock record accountability and quality assurance (surveillance) remain the responsibility of the USG. Test weapons required to function test the ammunition will be provided by the RTG. Storage, issue, warehousing, rewarehousing (as approved by the USG AIT Accountable Officer) and explosive ordnance disposal support will be provided by the RTG.

15. The USG shall not be responsible, nor liable, for any damage, injury or harm arising out of or in any way associated with the ammunition stored at KASD. RTG will protect, indemnify and hold the USG and its personnel assigned or attached to KASD harmless from any and all claims relating to such damage, injury or harm.

16. The USG AIT Accountable Officer and the RTG KASD Commander will conduct an initial 100 percent joint inventory and inform the AIT Coordinating Committee in writing of the items, quantities on hand and condition codes of the AIT stocks. The USG AIT Accountable Officer and the RTG KASD Commander will conduct quarterly 100 percent inventories of AIT stocks. Discrepancies between actual inventory and accountable stock records will be reported to the AIT Coordinating Committee.

17. The RTG will provide at KASD- or other USG-approved storage facilities suitable administrative space for USG use in support of AIT and common user communications, utilities (electricity and potable water), and MOGAS for the MOD vehicles provided to the USG AIT personnel.

18. USG manning for AIT (assuming only one storage facility) will be:

<i>Title</i>	<i>Grade</i>	<i>Authorize</i>
Program Manager	MAJ	1
Accountable Officer	CPT	1
Chief, Stock Control NCO	E-8	1
Ammunition Inspector	E-7	1
QASAS	GS-12	1
Secretary/Translator	TG-07	1
Inventory Management Specialist	TG-07	1
Stock Inventory Clerk	TG-05	4
Stock Record Clerk	TG-05	2
Chief, Ammunition Inspector	TG-08	1
Ammunition Inspector	TG-07	2
Driver	TG-05	5
	TOTAL	21

The RTG agrees to replace the 16 local wage rate (LWR) personnel indicated above with RTG personnel upon request of the USG or when USG employment of the present employees terminates. Suitable English-speaking personnel will be provided by the RTG to fill the 16 LWR positions. The USG agrees that when possible AIT personnel will be made available to provide technical advice, assistance and training on munitions and explosive matters as requested by the RTG. Coordination for this training will be effected at the lowest possible level.

19. Adjustments to this MOA may be made at any time with the mutual consent of the RTG and USG. Recommended additions, deletions and changes will be submitted to the AIT Coordinating Committee. Coordination will be effected at the lowest level as follows:

<i>United States Government</i>	<i>Royal Thai Government</i>
Accountable Officer, KASD	Commander, KASD
AIT Program Manager, Bangkok	RTARF SCHQ J4
AIT Coordinating Committee	AIT Coordinating Committee
Chief, JUSMAGTHAI	Chief of Staff, RTARF SCHQ
American Embassy	Ministry of Foreign Affairs

20. This Memorandum of Agreement will enter into force on the date of signature hereon and shall remain in force until termination by mutual agreement between the two executive agents. Signed at Bangkok, Thailand, this 22nd day of March, 1977.

For the Government
of the United States of America:

[Signed]
GILBERT P. WRIGHT
Colonel, USA

For the Government
of the Kingdom of Thailand:

[Signed]
SAKDI THALERNGSUK
Vice Admiral, RTN
