

No. 17292

**UNITED STATES OF AMERICA
and
THAILAND**

Memorandum of Agreement relating to an integrated communications system (with annex). Signed at Bangkok on 10 January 1977

Authentic text: English.

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

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

Mémorandum d'accord relatif à un système intégré de communications (avec annexe). Signé à Bangkok le 10 janvier 1977

Texte authentique : anglais.

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

INTEGRATED COMMUNICATIONS SYSTEM—MEMORANDUM OF AGREEMENT¹

1. Subject to and with the prior understanding that the Royal Thai Government (RTG) and the United States Government (USG) have agreed to transfer the United States (U.S.)-owned Integrated Communications System (ICS) within Thailand to the Royal Thai Armed Forces (RTARF), this Memorandum defines the procedures and responsibilities for transferring the system and for providing support of residual U.S. communications requirements.

2. This Memorandum of Agreement covers the U.S. Military Telecommunications System commonly called the "ICS" and includes the electronic equipment; Test, Maintenance and Diagnostic Equipment (TMDE); tools; air conditioning equipment; buildings; antennas; cable plant; power generating equipment; furniture and miscellaneous facilities, including the repair parts and supplies at each of the ICS sites listed below and at the Area Maintenance and Supply Facility (AMSF):

Bangkok (BKK)	Phu Khieo (PKO)
Chiang Mai (CMI)	Ramasun (RMS)
Don Muang (DMG)	Sattahip (SHP)
Green Hill (GNH)	Takhli (TKL)
Ko Kha (KKA)	Ubon (UBN)
Khon Kaen (KHK)	Udorn (UDN)
Korat (KRT)	Utapao (UTP)
Nakhon Phanom (NKP)	Warin (WRN)
Phitsanulok (PSL)	

3. The United States Government (USG) agrees to make those components of the ICS that are not excess to the needs of the U.S. available to the RTARF at no cost on a bailment basis (see appendix A).

4. The RTARF agrees to assume responsibility for safeguarding all components of the System accepted under the bailment.

5. The RTARF agrees that the USG will not fund the operation, maintenance, or security for any ICS site.

6. The RTARF agrees to provide the USG message and telephone service between the Chiang Mai RTARF Communications Facility and the U.S. Embassy on a 24 hour-a-day basis at no cost to the USG. Equipment, facilities and operators at Chiang Mai will be provided by the RTARF. Equipment, facilities and operators at the U.S. Embassy will be provided by the U.S. Embassy. The quality of communication services will be in accordance with CCITT (Consultative Committee for International Telephone and Telegraph) recommendations governing microwave links carrying voice and low speed teletype circuits. The U.S. may perform technical inspection of the Chiang Mai/Bangkok communication services at no cost to the RTG. The USG will inform the RTARF a minimum of 15 days prior to performing the inspections. The RTARF agrees to provide telephonic communications between the Korat Ammunition Storage Depot and JUSMAGTHAI on a 24 hour-a-day basis at no cost to the USG. Common user service will suffice for this Korat/JUSMAGTHAI telephonic requirement.

7. The RTARF agrees to purchase technical or maintenance assistance required from the U.S. DOD on an "as required" basis. U.S. personnel performing technical/

¹ Came into force on 10 January 1977 by signature, in accordance with paragraph 9.

maintenance tasks will be attached to the JUSMAG for the period of time that they are in Thailand.

8. The U.S. agrees that the current MAP-funded ICS training program of two training cycles to qualify RTARF personnel to operate and maintain the ICS equipment, and any other MAP training, are specifically exempted from the provisions of the first sentence of paragraph 7 above. All MAP training is subject to funding availability.

9. This Agreement will be effective upon signature by representatives of the RTG and USG. It will remain in effect for an initial period of three years from the date of signature, and as mutually agreed thereafter as long as required for support of Chiang Mai/Bangkok and Korat/Bangkok communications. Further use of non-excess DOD ICS items will require mutual agreement beyond the three-year period.

SIGNED at Bangkok, Thailand, this 10th day of January, 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]
SERM SOOKSAWASDI
Air Vice Marshal (M.R.), RTAF

INTEGRATED COMMUNICATIONS SYSTEM: BAILMENT AGREEMENT

United States of America, hereinafter called the USG, and the Royal Thai Government, hereinafter called the RTG, represented by the undersigned agree:

1. The USG hereby bails to the Royal Thai Armed Forces (RTARF) and RTARF hereby takes from the USG, upon the terms and conditions hereinafter set forth, the personal property listed in schedule A which is attached hereto and made a part hereof.

2. This Agreement is subject to the written approval of the US Ambassador to Thailand and shall not be binding until so approved. The term of this Agreement shall commence on the day following notice to RTARF that the Agreement has been so approved and that the property is ready for delivery, and shall continue for a period of three years or until sooner terminated or revoked in accordance with the provisions hereof.

3. Upon commencement of the term of this Agreement, RTARF shall take possession of the bailed property at the sites set forth at schedule A, as is, without warranty express or implied, on the part of the USG as to condition or fitness for any purpose.

4. The RTARF at its own expense shall maintain the property in good condition and repair and make all necessary replacements of components and parts during the term of bailment. Replacement parts for ICS will be purchased from US supply sources or, in case of emergency, from any other available source. All fuel and lubricants shall be furnished by the RTARF. The RTARF shall make no changes or alterations in the bailed property except with the written consent of the USG.

5. The RTG shall not assign, transfer, or part with possession of any of the bailed property in any manner to any third party either directly or indirectly, nor shall it relocate said bailed property to locations other than those specified in schedule A, however, that this provision shall not preclude the RTG from permitting the use of the bailed property by a third party with the prior written approval of the USG; and the RTG shall not do or suffer anything whereby any of the bailed property shall or may be destroyed or injured.

6. After taking possession as provided in paragraph 3, the RTARF shall be solely responsible for the property until it is returned to the USG as provided for in this Agreement. The property shall be returned to the USG in a condition no worse than as

when received; reasonable wear and tear is excepted. If the RTARF fails to return the property, the RTARF shall pay to the USG the amount specified in schedule A as the value of the property less the amount determined by the USG to represent reasonable wear and tear for the period during which the property was usable. If the RTARF returns the property in a condition other than as stated above, reasonable wear and tear excepted, RTARF shall pay to the USG the amount necessary to place the property in such condition, or if it is determined by the USG that the property cannot be placed in such condition, the RTARF shall pay to the USG the amount specified in schedule A as the value of the property less both the amount determined by the USG to represent reasonable wear and tear for the period during which the property was usable and the scrap value of the property. The RTARF shall not be required to compensate the USG for loss or damage to the property as a result of natural disaster.

7. The RTARF shall take all steps necessary to protect the interest of the USG in the property.

8. On or before the last day of the term of this Agreement RTARF shall return the property to the USG at the original locations or at such other place(s) as may be mutually agreed. RTARF shall be responsible for or reimburse the USG promptly, upon presentation of a statement thereof, for all packing, crating, handling and transportation (PCH&T) involving the bailed property. RTARF responsibility for return PCH&T charges shall not exceed the amount of PCH&T which would be required to return the property to its original location at the time of transfer under this Agreement.

9. The property is bailed without operators. RTARF shall acquire qualified persons, competent to operate the equipment.

10. Upon request of RTARF, the USG shall furnish without charge, copies of such drawings, specifications or instructions as the RTARF may require for the operation or repair of the property and as may in the discretion of the USG be reasonably available.

11. The RTARF shall protect, hold harmless, and indemnify the USG and all USG personnel assigned by the USG against any and all claims for costs and expenses in any manner whatsoever arising from the use, operation and possession of the bailed equipment and property.

12. Upon notification of the RTG, the USG shall have access to the sites set forth at schedule A whereon any of the property is situated, and to any other sites to which the property may with the consent of the USG have been removed, for the purposes of inspecting or inventorying the same, or for the purpose of removing the same in the event of the termination of this Agreement.

13. The RTARF agrees to purchase technical or maintenance assistance as required from the USG.

14. Except as otherwise specified in this Agreement, all notices to either of the Parties to this Agreement shall be sufficient upon delivery.

SIGNED at Bangkok, Thailand, this 10th day of January, 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]
SERM SOOKSAWASDI
Air Vice Marshal (M.R.), RTAF

SCHEDULE A

ICS equipment which is included in this bailment is listed from left to right by geographical location, nomenclature, quantity, and current value. Total cost, in dollars, is provided for each geographical location.

<i>Geographic location</i>	<i>Nomenclature</i>	<i>Quantity</i>	<i>Current Value*</i>
Chiang Mai (CMI)	TRC-132 (includes MX-106)	1	\$468,750
TOTAL VALUE			468,750
Ko Kha (KKA)	TRC-132 (includes MX-106)	1	468,750
Ko Kha (KKA)	FCC-18	60 chs	70,600
TOTAL VALUE			539,350
Phitsanulok (PSL)	FCC-18	48 chs	56,500
TOTAL VALUE			56,500
Takhli (TKL)	FCC-18	120 chs	141,200
TOTAL VALUE			141,200
Don Muang (DMG)	FCC-18	120 chs	141,200
TOTAL VALUE			141,200
Bangkok (BKK)	FCC-18	180 chs	211,800
TOTAL VALUE			211,800
Sattahip (SHP)	FCC-18	60 chs	70,600
TOTAL VALUE			70,600
Utapao (UTP)	FCC-18	60 chs	70,600
TOTAL VALUE			70,600
Green Hill (GNH)	FCC-18	12 chs	14,100
TOTAL VALUE			14,100
Korat (KRT)	FCC-18	240 chs	282,400
TOTAL VALUE			282,400
Udon (UDN)	FCC-18	180 chs	211,800
TOTAL VALUE			211,800
Ramasun (RMS)	FCC-18	60 chs	70,600
TOTAL VALUE			70,600
Phu Khieo (PKO)	FCC-18	120 chs	141,200
TOTAL VALUE			141,200
Ubon (UBN)	FCC-18	60 chs	70,600
TOTAL VALUE			70,600
Warin (WRN)	FCC-18	120 chs	141,200
TOTAL VALUE			141,200

* Current Value is defined as that value listed in the July 1976 edition of the Army Master Data File.