

No. 17481

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**UNITED STATES OF AMERICA**  
**and**  
**REPUBLIC OF KOREA**

**Memorandum of Agreement relating to the provision of services for Kimpo International Airport expansion (with attachment). Signed at Seoul on 30 August 1975 and at Washington on 26 September 1975**

**Amendment to the above-mentioned Agreement. Signed at Washington on 29 March 1976 and at Seoul on 12 May 1976**

*Authentic texts: English.*

*Registered by the United States of America on 22 January 1979.*

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**ÉTATS-UNIS D'AMÉRIQUE**  
**et**  
**RÉPUBLIQUE DE CORÉE**

**Mémorandum d'accord relatif à la fourniture de services dans le cadre de l'extension de l'aéroport international de Kimpo (avec annexe). Signé à Séoul le 30 août 1975 et à Washington le 26 septembre 1975**

**Amendement à l'Accord susmentionné. Signé à Washington le 29 mars 1976 et à Séoul le 12 mai 1976**

*Textes authentiques : anglais.*

*Enregistrés par les États-Unis d'Amérique le 22 janvier 1979.*

MEMORANDUM OF AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION AND THE GOVERNMENT OF THE REPUBLIC OF KOREA, MINISTRY OF TRANSPORTATION, CIVIL AVIATION BUREAU

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Whereas, the Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly services which the Civil Aviation Bureau, hereinafter referred to as the CAB, has requested from the FAA on a reimbursable basis; and

Whereas, Section 305 of the Federal Aviation Act, as amended, directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad, and Section 5 of the International Aviation Facilities Act, as amended, authorizes the furnishing of services by the FAA to a foreign government:

Now, therefore, the FAA and the CAB mutually agree as follows:

*Article I.* PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a team of FAA specialists to assist the CAB in the development of design specifications for the navigational aids and communications facilities portion of the Kimpo International Airport Expansion Project.

The resident team will be known as the Civil Aviation Assistance Group, hereinafter referred to as the CAAG.

*Article II.* BROAD MISSION

A. *General.* The FAA shall carry out the design services for navigational aids and communications facilities (ILS, Radar, DME, TVOR, TACAN, NDB and other Communication Systems) required for the expansion of facilities at Kimpo International Airport, Seoul, Republic of Korea.

B. Specific missions include those services necessary for the preparation of drawings, specifications, construction cost estimates and bidding documents for the following:

- Radar: possible relocation and addition of automation, as required;
- Instrument Landing System (ILS): a category II or category III installation in accordance with FAA standards;
- TVOR: a suitable site will be selected for a TVOR facility that is to be installed at Kimpo International Airport;
- DME: if required, a DME system will be designed for Kimpo Airport;
- Communication System: (a) Tower Modification, primary equipment at the control tower is to be replaced with modern transmitting and receiving equipment for each VHF and UHF channel; a control console and hot lines will be installed in the tower; (b) long range VHF equipment will be installed at the transmitting site with a control link to the aeronautical communication station; (c) suitable and separate

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<sup>1</sup> Came into force on 26 September 1975 by signature, in accordance with article X.

transmitting and receiving sites will be selected and equipment installed at Kimpo Airport; (d) the Seoul International Aeronautical Communication Station transmitting and receiving equipment will be modernized; (e) the present semi-automatic TTY System will be converted into an automatic system; (f) hot lines for air traffic control at the Kimpo Tower approach control position and to other major airports, approach controls, and Taegu Air Traffic Control Center; (g) aeronautical mobile and aeronautical fixed telecommunications service in the HF, VHF, and UHF bands will be modernized in accordance with ICAO recommendations.

### *Article III. PERSONNEL*

FAA personnel assigned to the Republic of Korea under this Agreement will retain their status as employees of the FAA and shall receive compensation, allowances and benefits as prescribed in applicable U.S. statutes and regulations.

The assigned personnel under this Agreement shall enjoy duty free import status and exemption from import and customs duties on their personal household effects and automobile; free from taxes on their personal incomes and salaries. The status of the FAA personnel and the preceding exemptions shall be formalized in an exchange of notes between the Ministry of Foreign Affairs of the Government of the Republic of Korea and the United States Embassy, Seoul, provided the terms are acceptable to the CAB and the FAA. This Agreement shall not become effective as provided for under article VIII unless and until the terms referred to above have been accepted by the FAA.

### *Article IV. LIABILITY*

The Civil Aviation Bureau of the Ministry of Transportation on behalf of the Government of the Republic of Korea agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The Civil Aviation Bureau of the Ministry of Transportation on behalf of the Government of the Republic of Korea further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of the Republic of Korea, or any agency thereof, or third persons, for personal injury, death or property damage arising out of work under this Agreement.

### *Article V. LOCAL SERVICES*

The CAB shall provide to FAA personnel assigned to the Republic of Korea under this Agreement, without cost to the FAA, office space, office utilities including telephone, office furnishings, equipment and supplies; stenographic, clerical, drafting, and translating services; transportation within and outside of the Republic of Korea for the performance of official duties; and such other items and services as are required to enable effective performance.

### *Article VI. COST AND BILLING*

A. It is estimated that the cost for FAA provided services will be approximately \$111,800. Attachment I to this Agreement reflects estimated service costs. The FAA shall bill the CAB monthly on an accrued cost basis for costs incurred in furnishing services under this Agreement; provided, however, that upon revocation or termination of the Agreement for any cause the CAB will reimburse the FAA for all necessary liquidating expenses.

B. Except for local support actually provided by the CAB in accordance with paragraph V above, or provided to FAA in accordance with a financial plan embodied in an annex to this Agreement, FAA shall arrange for all services to its personnel under this Agreement, including related disbursements, in accordance with FAA regulations and practices with subsequent reimbursement by the CAB.

C. The Government of the Republic of Korea shall arrange for the establishment of a Letter of Credit, in favor of the FAA, with the Manufacturers Hanover Trust Bank in New York. The Letter of Credit will provide full coverage of the total estimated costs referred to under article VI, A, of this Agreement. The Letter of Credit will remain in effect 16 months after issuance.

D. The CAB hereby designates the Tippetts-Abbett-McCarthy-Stratton Company, 1101-15th Street, N.W., Washington, D.C. 20005, as the office to which the FAA Accounting Operations Division, AAA-200, will render bills for payment. Payments are to be made by dollar check, within 30 days from receipt of FAA bills, and made payable to the Federal Aviation Administration.

E. If, during the execution of this Agreement, important modifications of present financial conditions occur, such as fluctuations in the cost of providing allowances, benefits, and transportation, the amount estimated in paragraph VI, A, will be revised accordingly.

#### *Article VII. REPORTS*

A. *Progress Reports.* The CAAG shall submit monthly progress reports to the CAB at the end of each month, providing a statement of all works performed during the period.

B. *Submittal of Documents.* The CAAG shall submit ten copies and reproducible drawing as stated in article II, B, including drawings, specifications, estimates, and bidding documents.

#### *Article VIII. ENGINEERING COORDINATION*

The CAB engineer shall participate with the FAA/W for engineering coordination efforts during the period of provided FAA services. Airline transportation costs for such coordination efforts will be borne by the CAB. Per diem costs for the CAB engineer during coordination visits will be paid from the Contingency/Price Escalation funds shown in attachment I.

#### *Article IX. AMENDMENT*

Any change in this Agreement shall be formalized by an appropriate written amendment which shall specify the nature of the change.

#### *Article X. DURATION*

This Agreement shall become effective when signed by both parties and will continue for approximately twelve months. It may be revoked at any time by either party by giving thirty days notice in writing.

The FAA and the CAB agree to the provisions of this Agreement as indicated by the signature of their duly authorized officers.

Government of the Republic of Korea Ministry of Transportation Civil Aviation Bureau:  By: [Signed] PARK, WAN KEE Title: Director-General Civil Aviation Bureau Date: 30 August 1975	United States of America Department of Transportation Federal Aviation Administration:  By: [Signed — Signé] <sup>1</sup> Title: Assistant Administrator for Inter- national Aviation Affairs Date: September 26, 1975
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ATTACHMENT I

Memorandum of Agreement WO-I-105

		<i>Man-months</i>
I. Manning		
a. GS-14/5 .....		*13 months
b. Temporary Duty Assignments:		
4 for 60 days each .....		<u>8 months</u>
	TOTAL ESTIMATED MAN-MONTHS	21 months
II. Estimated Costs		
a. Personnel Compensation and Benefits .....		\$58,900
b. Allowances .....		4,100
c. Travel/Transportation of Persons/HHE		
Change of Station .....		7,400
TDY (Travel and per diem) .....		18,400
d. Department of State Overseas Support/Medicals .....		3,100
e. FAA/W Travel/Technical Support .....		<u>5,000</u>
	Sub-total	\$ 96,900
FAA Administrative Charge 10% .....		9,690
Contingency/Price Escalation .....		<u>5,210</u>
	TOTAL	\$111,800

\* Provides for 12 months in-country and one month to allow employee to return to next post of duty and utilization of leave earned while assigned hereunder but not used.

(Amended October 8, 1974.)

<sup>1</sup> Signed by Joseph T. Kingsley, Jr. — Signé par Joseph T. Kingsley.

AMENDMENT No. 1<sup>1</sup> TO MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION AND THE GOVERNMENT OF THE REPUBLIC OF KOREA, MINISTRY OF TRANSPORTATION, CIVIL AVIATION BUREAU<sup>2</sup>

The provisions of Memorandum of Agreement No. WO-I-105 dated September 26, 1975,<sup>2</sup> are hereby amended as follows:

Article VI, change paragraph C to read:

“The Government of the Republic of Korea shall reimburse the FAA for its costs incurred under this Agreement and will establish a Letter of Credit for this purpose with the Manufacturers Hanover Trust Company of New York. The Letter of Credit will be made out in favor of the Tippetts-Abbett McCarthy-Stratton Company, the Government of the Republic of Korea’s paying agent under this Agreement. The Letter of Credit will provide full coverage of the total estimated costs referred to under article VI, A, of this Agreement and will remain in effect during the term of this Agreement.”

The FAA and the CAB agree to the provision of this Amendment as indicated by the signatures of their duly authorized officers.

Government of the Republic of Korea  
Ministry of Transportation  
Civil Aviation Bureau

*By:* [Signed — Signé]<sup>3</sup>  
*Title:* Director-General  
Civil Aviation Bureau  
*Date:* 12 May 1976

United States of America  
Department of Transportation  
Federal Aviation Administration

*By:* [Signed — Signé]<sup>4</sup>  
*Title:* Assistant Administrator for International Aviation Affairs  
*Date:* March 29, 1976

<sup>1</sup> Came into force on 12 May 1976 by signature.

<sup>2</sup> See p. 252 of this volume.

<sup>3</sup> Signed by Sang Joon Cha — Signé par Sang Joon Cha.

<sup>4</sup> Signed by Charles O. Cary — Signé par Charles O. Cary.