

No. 27053

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

**Memorandum of Agreement regarding the construction of facilities at 2nd Infantry Division USA to improve combined defense capabilities (with attachment). Signed at Seoul on 2 February 1982**

*Authentic texts: English and Korean.*

*Registered by the United States of America on 24 January 1990.*

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

**Mémoire d'accord relatif à la construction d'installations à la « 2nd Infantry Division USA » visant à améliorer les capacités combinées de défense (avec annexe). Signé à Séoul le 2 février 1982**

*Textes authentiques : anglais et coréen.*

*Enregistré par les États-Unis d'Amérique le 24 janvier 1990.*

## [ENGLISH AND KOREAN TEXTS — TEXTES ANGLAIS ET CORÉEN]

1  
Memorandum of Agreement  
Between  
The Ministry of National Defense ROK  
and the United States Forces, Korea  
Regarding  
The Construction of Facilities at 2nd ID USA  
To Improve Combined Defense Capabilities

聯合防禦能力 向上을 爲한 美 2師團 施設建設에 関한

大韓民國 國防部 와 駐韓美軍間의 合意覚書

Whereas the U.S. Government has determined a requirement exists at the Second  
美合衆國 政府는 大韓民國 防禦를 爲하여 美 第2步兵師團에 새로운  
Infantry Division to construct new facilities to support the deployment of new  
戰術体制의 展開를 支援키 爲한 새로운 施設을 建設할 必要性이  
combat systems required for the defense of the Republic of Korea; and, whereas  
있음을 決定하였고 또한 大韓民國과 駐韓美軍이 聯合防衛能力 向上에  
the combined defense improvement has been recognized by the ROK and USFK;  
必要性을 認定하였으며,  
and, whereas the ROK MND and USFK are willing to equitably support the facilities  
大韓民國 國防부와 駐韓美軍은 建設될 施設을 公平하게 支援할 用意在  
constructed, it is mutually agreed as follows:  
있으므로 다음과 같이 相互 合意한다.

ARTICLE I

第 1 条

Those facilities shown on attachment 1 will be constructed within the allocated  
美 第2步兵師團에 155mm 및 8"砲 戰術電子情報大隊 및 AHIS TOW  
appropriation (\$7,500,000) to support the deployment of 155mm and 8 inch  
미사일 体制의 展開를 支援하기 爲해 別添 1에 明記된 施設을  
artillery, a Combat Electronic Warfare Intelligence (CEWI) battalion and an  
同 事業에 配定된 予算範圍 ( 750萬弗 ) 내에서 建設한다.  
AHIS TOW missile system to the 2d Infantry Division.

ARTICLE II

第 2 条

The ROK will at its own expense:

大韓民國側 負擔

a. Design and construct those facilities shown on attachment 1.

別添 1에 明記된 施設의 設計 및 施工

<sup>1</sup> Came into force on 2 February 1982 by signature, in accordance with article XXI.

b. Upon completion of construction, the action will be taken to release  
 工事完工時 SOFA 節次에 依拠, 施設을 駐韓美軍에 運營 維持를  
 those facilities to the USFK in accordance with the established SOFA<sup>1</sup> procedure  
 하도록 引繼하는 措置를 取함.  
 for operation and maintenance.

c. Connect the facilities water, electric power, sanitary sewer, and storm  
 同 施設의 給水, 電氣, 下水, 排水施設을  
 drainage systems to the respective existing US distribution and collection systems.  
 既存 美軍施設에 各各 連絡

### ARTICLE III

#### 第 3 条

The USFK will at its own expense:

駐韓美軍側 負擔

- a. Deploy, operate and maintain those systems addressed in Article I.  
 第1条에 明示된 体制의 展開 運營 및 維持
- b. Operate, maintain and manage those ROK provided areas and facilities  
 韓國側이 本 合意覚書 第2条나項에 依拠 引繼한  
 provided by the ROK in accordance with Article II b of this MOA.  
 施設의 運營, 維持 및 管理
- c. Remove any existing facilities on the construction sites.  
 建設敷地の 既存施設物 撤去
- d. USFK agrees to consult with the ROK prior to redeploying to other  
 美國側은 本 施設內에서 運用될 部隊나 体制가 大韓民國內의  
 locations within the ROK the units and systems which are deployed in the facilities.  
 다른 地域으로 再配置되는 境遇 事전에 大韓民國側과 協議하기로 한다.  
 USFK agrees to return these facilities to the ROK when they are no longer needed  
 駐韓美軍은 聯合防衛目的에 더 이상 必要하지 않게 될 때에는 이들을  
 for the purposes of the combined defense.  
 施設物은 大韓民國側에 返還하기로 한다.
- e. Cooperate to the fullest extent with the ROK to expedite the construction  
 本 施設工事を 促進하기 爲하여 最大限 協力한다.  
 of these facilities.

### ARTICLE IV

#### 第 4 条

Construction quality control and inspection will be the responsibility of the ROKA.

施工質 管理 및 監督은 大韓民國 陸軍의 責任이다.

The USFK will observe the construction to ensure that US requirements are met.

駐韓美軍은 美側要求에 對한 附合与否를 確認하기 爲하여 施工을 觀察한다.

<sup>1</sup> United Nations, *Treaty Series*, vol. 674, p. 163.

ARTICLE V

## 第 5 条

ROK Government authorized military and contractor personnel constructing the  
 大韓民國 政府에 의해認可된 軍人 및 本 施設工事契約 從事者는  
 facilities will be insured access to the construction site in accordance with  
 駐韓美軍 保安節次 規定에 의해 工事場 出入이 保障된다.  
 security procedures established by USFK. USFK will provide support, as available  
 駐韓美軍은 가능한 限 規定이 許容하는 範圍內에서 工事促進을  
 and within regulations, to expedite construction.  
 為한 支援을 提供한다.

ARTICLE VI

## 第 6 条

The USFK Engineer or his designated representative is the primary Point-of-Contact  
 駐韓美軍 工兵參謀 또는 同人이 指名하는 代表者는 駐韓美軍과  
 (POC) between USFK and the ROKG representative. This does not preclude technical  
 大韓民國 政府 代表間의 主된 連絡者가 된다. 但, 이는 極東地區  
 discussions and consultations on the job sites between representatives of the Far  
 工兵團 代表者 및 大韓民國 政府 代表者들間의 工事現場에서의  
 East District Engineer and representatives of the ROKG.  
 技術的인 討議와 協議를 排除하지 않는다.

ARTICLE VII

## 第 7 条

The Far East District Engineer is designated as the U.S. Department of Defense  
 美極東地區 工兵團長은 本 合意覚書에 따라 遂行되는  
 Construction Agent for all work performed under this agreement. He and his duly  
 美國防省 建設 代理人으로 指名되며 同人과 同人이 正式으로 任命한  
 appointed representatives are referred to herein as the Designated Construction  
 代表者들은 本 合意覚書上에서 "指名 建設代理人 (D.C.A)"로 称한다.  
 Agent (DCA).

ARTICLE VIII

## 第 8 条

All plans, specifications, and schedules used in construction shall be in English,  
 建設에 使用되는 모든 事業計劃, 示方書 工程表는 英語, 或은 韓英語로  
 or bilingual and the English governing in cases of difference. All documents  
 作成되나 解釈上에 差異가 있을 境遇에는 英文本이 優先한다. 檢討와  
 delivered to the USFK for review and approval will be in English.  
 承認을 為해 駐韓美軍에 伝達되는 모든 文書는 英文으로 한다.

ARTICLE IX

## 第 9 条

The detailed requirements for design provided by USFK to ROK shall be coordinated with the related U.S. and ROK agencies and personnel to insure a complete design and construction.

駐韓美軍이 大韓民國에 提供하는 設計를 爲한 細部要求條件은 完全한 設計 및 施工을 保障하기 爲하여 韓美關係機關 및 關係官과 充分히 檢討되어야 한다.

ARTICLE X

## 第 10 条

All project plans and specifications to be used for construction shall be delivered to the DCA for review and consultation when the design is completed to the Concept Stage (about 35%) and Final Design (100%). Detailed requirements for each of these stages may be obtained from the DCA and include five copies of the plans and specifications, all drawings and specifications previously annotated by the DCA, and, if required, design analyses. Construction shall not start until project plans and specifications have been completed and reviewed by the DCA.

建設에 使用되는 모든 事業設計書 및 示方書는 概念段階(約 35%) 및 最終設計(100%)가 完了되었을때 檢討協議를 爲해 D.C.A에 交付된다. 各 段階別 細部要求條件은 D.C.A에서 求得할 수 있고 事業計劃書 및 示方書 各 5 部와 事전에 D.C.A가 製求하는 specifications, all drawings and specifications previously annotated by the DCA, 모든 設計圖를 包含하며, 必한 境遇 設計分析圖가 包含된다. 工事は 事業設計書 및 示方書 作成이 完了되고 이에 對한 D.C.A의 檢討된 後 始作한다.

ARTICLE XI

## 第 11 条

ROKG is responsible for all facilities constructed and/or provided under this agreement to meet the data provided by the USFK in accordance with Article XII; however, all facilities will maximize the use of Korean materials. The use of off-shore materials, as required, will be coordinated by the Special Working Group described in Article XV.

本 合意覚에 依據 建設 및 提供되는 모든 施設物은 第 12 條에 依據 駐韓美軍이 提供하는 諸般資料에 適合하도록 韓國政府가 責任지며, 모든 施設物에는 韓國產 資材를 最大限 使用하며 海外 調井資材 使用에 對해서는 第 15 條에 記述된 特別 実務團에서 協綴하기로 한다.

ARTICLE XII

## 第 12 条

USFK agrees to provide the following assistance through the DCA:

駐韓美軍은 D.C.A를 통해 다음과 같이 協調를 提供한다:

a. The DCA will provide, at no cost to the ROKG, detailed design criteria

D.C.A는 大韓民國 政府에 負擔을 課하지 아니하고 事業計劃書 및 示方書 準備期間中 建築技士가 使用하는 配置圖, 構造圖

special requirements to be used by the Architect-Engineer (A-E) during preparation of the contract plans and specifications. These data and copies of pertinent U.S. standards, codes, regulations and like information will be provided prior to the start of design.

特別要求事項을 表示한 細部設計 基準 및 最終圖面을 提供한다. 上記 資料 및 關係法規 美國標準의 寫本

其他 情報은 設計 開始前에 提供.

b. The DCA will provide technical advice and assistance when available at no cost to the ROKG.  
D C A 는 大韓民國 政府에 負擔을 課하지 아니하고 可用範圍內에서 技術助言 및 支援을 提供.

c. The DCA will review all A-E project drawings, specifications and design analyses at no cost to the ROKG.  
D C A 는 大韓民國 政府에 負擔을 課하지 아니하고 모든 建築 技士用 設計圖와 示方書 및 設計分析書 檢討.

d. The scope of the facilities will be as described in the detailed design criteria and definitive drawings for each project as summarized in the Form 1391's for each project.  
細部設計基準과 最終圖面은 樣式 1391 에 各 事業別로 要約.

e. Conduct a survey to determine soil conditions at each construction site.  
各 施設敷地の 地質調査를 實施.

#### ARTICLE XIII

##### 第 13 条

The USFK POC will address all correspondence to the ROKG representative unless other arrangements are specifically agreed upon between the USFK POC and the ROKG representative.  
駐韓美軍側 代表者와 大韓民國 政府側 代表者間에 別途의 具體的인 合意가 없는限 駐韓美軍側 代表者가 大韓民國 政府側에 모든 連絡을 取한다.

#### ARTICLE XIV

##### 第 14 条

Any future major modification of these facilities released to USFK under this MOA which would alter the primary function will be subject to approval by the ROKG. The ROKG will not be required to provide an uninterruptible power system.  
本 合意覚款에 依拠 駐韓美軍에 引繼되는 施設의 基本的인 機能을 變更시키는 向後 어떠한 主要變更도 大韓民國 政府의 承認을 받아야 한다. 大韓民國은 無停電施設을 設置할 責任이 없다.

ARTICLE XV

## 第 15 条

The A-E firm selected by the ROKG will coordinate closely with the DCA during the design. The DCA will promptly review and comment on design submittals. 大韓民國 政府에 의해 選定된 設計会社는 設計時에 D C A 와 緊密히 協調하고, D C A 는 交付된 設計圖를 迅速히 檢討하고 意見を 提示한다. Design discrepancies discovered will be resolved before design continues. 設計上の 相違가 發見될 境遇는 設計가 進展되기 前に 解決토록하며, Any discrepancies that cannot be resolved will be referred to the Special Working Group to be composed of ROK-US pertinent agencies for resolution. 이러한 相違가 解決될 수 없을 境遇에는 韓美關係機關으로 構成되는 特別実務団에 回附할 수 있다.

(ROK Chairman: Chief of Construction Division, US Chairman: USFK Engineer).

( 大韓民國 側 代表 陸軍工兵監室 建設課長, 美側代表 駐韓美軍 工兵部長 )

ARTICLE XVI

## 第 16 条

If changes are required during the construction of the project to correct deficiencies which were not discovered during design or design reviews and such changes are necessary to insure a safe, complete, and fully operational facility and approved by the Special Working Group established by Article XV, it will be mutually discussed and arranged to incorporate the changes into the project at no cost to USFK. 施工途中 設計 또는 設計檢討時 發見치 못한 缺陷을 修正하기 爲한 變更이 要求되는 境遇에 이러한 變更을 하므로써 安全하고 完全하여 充分한 施設運用을 保障할 수 있다고 第 15 条에 依해서 構成되는 特別実務団에서 認定할 境遇에만 變更事項은 駐韓美軍 負擔없이 事業計劃에 包含하여 履行하도록 相互 協議 處理한다.

ARTICLE XVII

## 第 17 条

The DCA will continuously advise concerning all work in progress and the workmanship of all completed facilities to assure adequacy and compliance with the design, but will coordinate with the ROKG construction inspection agency. D C A 는 繼續으로 設計圖에 맞는가의 確認을 爲해 大韓民國 政府의 建設 監督官을 通해 進行중인 모든 作業과 完成된 모든 施設의 技術狀態를 助言한다.

ARTICLE XVIII

## 第 18 条

All claims arising in connection with the performance of this agreement will

本 合意覚書 運営過程에서 惹起되는 請求權은 韓美駐屯軍

be dealt with according to the provisions of Article XXIII, SOFA.

地位協定 第 23 条의 規定에 依拠 處理한다.

ARTICLE XIX

## 第 19 条

This Agreement, and Agreed Understandings thereto, shall be in English and

本 合意覚書 및 本合意覚書에 對한 諒解覚書는 韓美兩國語로

Hangul. Both texts shall have equal authenticity, but in the case of divergence,

作成한다. 兩國은 同等히 正本이나 解釈에 相違가 있을 境遇에는

the English text shall prevail.

英文本에 따른다.

ARTICLE XX

## 第 20 条

This Agreement will be reviewed by both Parties on 30 June of each year.

本 合意覚書는 每年 6 月 30 日에 雙方에 依해 檢討된다.

Either Party may request revision of any part of the Agreement at any time,

兩当事者中 一方은 언제든지 本合意覚書의 어느 項이든지

in which case it shall be referred to the Special Working Group as described

修正을 要求할 수 있으며, 이러한 境遇 兩側은 이를 第 15 条에

in Article XV for resolution.

記述된 特別実務團에 回附하여 解決한다.

ARTICLE XXI

## 第 21 條

This Agreement, and Agreed Understandings thereto shall enter into

本 合意覚書 및 本 合意覚書에 對한 諒解覚書는 兩國政府가

force upon the signatures of the ROK and U.S. representatives.

公式 任命한 두 代表者가 署名하는 日字로부터 効力이 發生한다.

This Agreement and revisions thereof, shall remain in force while

本 合意覚書 및 本 合意覚書의 改正事項은 兩当事者間 合意에

the Combined Forces Command is established, unless terminated by

依해 終了되거나 兩当事者中 一方이 1 年以前에 書面으로 相對

agreement between the two parties, or by either Party upon one years

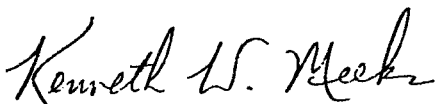
方에 終了通報를 하지 않는 限 韓·美聯合司令部가 存續하는 동안

written notice to the other Party. The MOA will be recorded in the

効力を 갖는다. 本 合意覚書는 大韓民國과 美合衆國간의 그 効効를

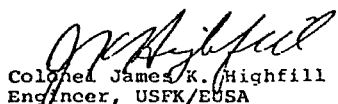


Joint SOFA Committee minutes for the purpose of verifying its  
 確認하고 기록 및 參考를 目的으로 韓美合同委員會(S.O.F.A)의  
 effectiveness by U.S. and ROK, and for recording and referencing  
 會議錄에 기록한다.  
 purposes.



Commander Kenneth W. Meeks  
 Chief, Real Estate/SOFA Division  
 Engineer, USFK/EUSA

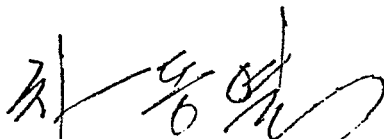
駐韓美軍工兵部不動産／行協擔當官  
 海軍 中領 케네츠 W. 므스



Colonel James K. Highfill  
 Engineer, USFK/EUSA

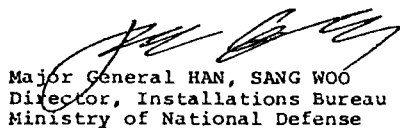
駐韓美軍 工兵部長  
 陸軍大領 제임스 K. 하이필

2 FEB 1982



Colonel CHA, DONG YUL  
 Chief, Construction Division  
 Office of the Engineer, HQ, ROKA

陸軍本部工兵監室建設課長  
 陸軍大領 車 東 烈



Major General HAN, SANG WOO  
 Director, Installations Bureau  
 Ministry of National Defense

國防部 施設局長  
 陸軍少將 韓 相 羽

2 FEB 1982

ATTACHMENT I

## 添 附 I

FACILITIES TO BE INITIATED IN CY 1982

'82 着手施設事業

<u>PROJECT</u>	<u>LOCATION</u>	<u>PROJECT NUMBER</u>
事業名	位置	事業番號
1. Battery Firing Positions 砲 床	Camp Pelham 펠 햄	2ID-CDIP-003
2. Ammunition Holding Area 彈藥貯藏地域	Camp Pelham 펠 햄	2ID-CDIP-001
3. Ammunition Holding Area	Camp Stanton 스 텐 톤	2ID-CDIP-025
4. Ammunition Holding Area	Camp Stanley 스 텐 리	2ID-CDIP-010
5. Tactical Maintenance Facility 戰術整備庫	Camp Stanley 스 텐 리	2ID-CDIP-013
6. Relocate Helipad 헬리패드 移設	Camp Pelham 펠 햄	2ID-CDIP-004
7. Operations Center 作戰 센터	Camp Casey 케 이 시	2ID-CDIP-017
8. Vehicle Maintenance and Parking Area 車輛整備 및 駐車場地域	Camp Stanley 스 텐 리	2ID-CDIP-012
9. Avionics Maintenance Shop 航空電子整備庫	H 220	2ID-CDIP-022
10. Helicopter Parking Pads 헬기駐機場	H 220	2ID-CDIP-023
11. Vehicle Maintenance and Parking Area 車輛整備 및 駐車場地域	Camp Pelham 펠 햄	2ID-CDIP-002