

No. 30579

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

**Memorandum of Understanding pertaining to the provision  
of communications security equipment and services.  
Signed at Seoul on 15 July 1993**

*Authentic texts: Korean and English.*

*Registered by the Republic of Korea on 3 December 1993.*

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

**Mémorandum d'accord relatif à la fourniture d'équipements  
et de services de sécurité en matière de communications.  
Signé à Séoul le 15 juillet 1993**

*Textes authentiques : coréen et anglais.*

*Enregistré par la République de Corée le 3 décembre 1993.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA PERTAINING TO THE PROVISION OF COMMUNICATIONS SECURITY EQUIPMENT AND SERVICES

1. BACKGROUND

- a. The continuing defense of Korea is recognized as a mutual objective of the Republic of Korea (ROK) and the United States (US) Government
- b. For purposes of promoting and ensuring secure communications interoperability between US and ROK military forces committed to the defense of Korea, the US will lease communications Security (COMSEC) equipment and services to the ROK.
- c. This Memorandum of Understanding (MOU) is entered into under the authority of, and in furtherance of, the Mutual Defense Treaty between the United States and the Republic of Korea of 1 October 1953;<sup>2</sup> the U. S. Foreign Assistance Act of 1961, as amended; the Arms Export Control Act, as amended; which allow for security assistance to allies of the United States, and the Security Agreement between the Government of the Republic of Korea and the Government of the United States Governing the Protection of Classified Military Information, effective 24 September 1987.

2. DEFINITIONS

- a. Foreign Military Sales of Cryptographic Device Services (FMS CDS) is: The COMSEC services leased by the U. S. Government, through foreign military sales channels, to satisfy secure communications requirements through the use of U. S. -owned COMSEC equipment and associated materials required for purposes of achieving inter-

<sup>1</sup> Came into force on 15 July 1993 by signature, in accordance with section 13.

<sup>2</sup> United Nations, *Treaty Series*, vol. 238, p. 199.

operability. Under terms of CDS, the U. S. Government retains title to the COMSEC equipment, that is, the units themselves and any ancillaries, plus CRYPTO materiels and operating manuals which are controlled through the U. S. COMSEC distribution system. CDS may include the installation (deinstallation when necessary), training, logistics, maintenance and inspection services required to support the COMSEC equipment. In accordance with paragraph 6, below, two means are available for the ROK to lease the services of US COMSEC equipment under FMS CDS: Long Term and Short Term.

- b. For purposes of this MOU, COMSEC is: The protection resulting from measures taken to deny unauthorized persons informaton of value which might be derived from the collection and analysis of tele-communications carrying classified information.

### 3. PURPOSE AND SCOPE

- a. The purpose of this MOU is to define the scope of USG COMSEC equipment and services available to the ROK; to record the general conditions under which equipment and services will be leased; and to assign US/ROK responsibilities regarding the provision, use, and safeguarding of US leased COMSEC equipment and materiel.
- b. The special terms and conditions for each specific COMSEC equipment, modification, and services project will be agreed to and recorded in separate MOA's under this overall MOU. FMS CDS cases, supporting each MOA, will document the contractual obligations, to include funds, between the Republic of Korea and the United States.

### 4. AGREEMENTS

- a. The US will lease COMSEC equipment, materiel, maintenance, and support services to the ROK, in accordance with the provisions of paragraph 5, to satisfy mutually identified requirements for

secure interoperability between ROK and US military forces.

As they are identified and approved, these requirements will be defined in writing and included as separate MOA's to this MOU.

- b. US COMSEC equipment and services leased to the ROK will be for the exclusive use of the ROK. US COMSEC equipment, materiel and technical data leased to the ROK, or details of U.S. provided support services, shall not be revealed in any manner to, or released to, any third country without prior written consent of the responsible U.S. national authorities.
- c. US COMSEC equipment and materiel leased to the ROK will be classified or controlled cryptographic items. The equipment and materiel are extremely sensitive and will require safeguarding in accordance with special procedures provided for in this MOU and in any equipment-specific incorporated separate MOA's.
- d. Only COMSEC CRYPTO materiels produced by the US will be used with US-leased COMSEC equipment.
- e. US-leased COMSEC equipment will not be subject to any cooperative development, coproduction, coassembly or production licensing agreements.
- f. Each MOA will be negotiated by duly authorized representatives of the respective parties under the direction of the Chairman of the ROK Joint Chiefs of Staff and the Senior US Military Officer in Korea. The ROK signatory will be the Director, Korean Defense Intelligence Agency (KDIA). The US signatory will be determined by the Commander, United States Forces Korea (USFK).
- g. Both the ROK and US Governments acknowledge and agree that nothing in this MOU shall be interpreted to require any acts or commitments which are in violation of the respective national laws and regulations of the US and ROK.