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Folder Title:

North Korea Framework [1]

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Nonproliferation and Export Controls-Aoki, Steven

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Withdrawal/Redaction Sheet

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. paper	re confidential minute of Agreed Framework (3 pages)	10/21/1994	P1/b(1)
002a. memo	information, Steven Aoki to Samuel Berger re Deputies Committee Meeting (3 pages)	12/06/1994	P1/b(1)
002b. paper	re Next Steps (8 pages)	12/06/1994	P1/b(1)
002c. paper	re costs (1 page)	12/06/1994	P1/b(1)
002d. paper	re timelines (1 page)	12/06/1994	P1/b(1)
002e. paper	re record of expert-level meeting (1 page)	11/18/1994	P1/b(1)
002f. paper	re record of subgroup meeting (2 pages)	11/18/1994	P1/b(1)
002g. paper	re lifting sanctions (1 page)	12/06/1994	P1/b(1)
002h. memo	Lynn Turk to Robert Gallucci and Thomas Hubbard re liaison office (5 pages)	12/03/1994	P1/b(1)
003. paper	re Nonproliferation Treaty (2 pages)	00/00/1994	P1/b(1)
004. draft	paper, re heavy fuel oil (2 pages)	00/00/1994	P1/b(1)
005. cable	re consultations on KEDO (13 pages)	11/21/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P1 National Security Classified Information [(a)(1) of the PRA]
P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P3 Release would violate a Federal statute [(a)(3) of the PRA]
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P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

b(1) National security classified information [(b)(1) of the FOIA]
b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
006a. paper	re suggestions (1 page)	11/00/1994	P1/b(1)
006b. paper	non-paper, re KEDO negotiations (2 pages)	11/17/1994	P1/b(1)
006c. paper	revisions to non-paper, re KEDO negotiations (2 pages)	11/18/1995	P1/b(1)

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AGREED FRAMEWORK BETWEEN
THE UNITED STATES OF AMERICA AND
THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA

Geneva, October --, 1994

Delegations of the Governments of the United States of America (U.S.) and the Democratic People's Republic of Korea (DPRK) held talks in Geneva from September 23 to October --, 1994, to negotiate an overall resolution of the nuclear issue on the Korean Peninsula.

Both sides reaffirmed the importance of attaining the objectives contained in the August 12, 1994 Agreed Statement between the U.S. and the DPRK and upholding the principles of the June 11, 1993 Joint Statement of the U.S. and the DPRK to achieve peace and security on a nuclear-free Korean peninsula. The U.S. and DPRK decided to take the following actions for the resolution of the nuclear issue:

I. Both sides will cooperate to replace the DPRK's graphite-moderated reactors and related facilities with light-water reactor (LWR) power plants.

- 1) In accordance with the October --, 1994 letter of assurance from the U.S. President, the U.S. will undertake to make arrangements for the provision to the DPRK of an LWR project with a total generating capacity of approximately 2,000 MW(e) by a target date of 2003.
 - The U.S. will organize under its leadership an international consortium to finance and supply the LWR project to be provided to the DPRK. The U.S., representing the international consortium, will serve as the principal point of contact with the DPRK for the LWR project.
 - The U.S., representing the consortium, will make best efforts to secure the conclusion of a supply contract with the DPRK within six months of the date of this document for the provision of the LWR project. Contract talks will begin as soon as possible after the date of this document.
 - As necessary, the U.S. and the DPRK will conclude a bilateral agreement for cooperation in the field of peaceful uses of nuclear energy.
- 2) In accordance with the October --, 1994 U.S. letter of assurance concerning interim energy alternatives,

the U.S., representing the consortium, will make arrangements to offset the energy foregone due to the freeze of the DPRK's graphite-moderated reactors, pending completion of the first LWR unit.

- Alternative energy will be provided in the form of heavy oil for heating and electricity production.

- Deliveries of heavy oil will begin within three months of the date of this Document and will reach a rate of 500,000 tons annually, in accordance with an agreed schedule of deliveries.

3) Upon receipt of U.S. assurances for the provision of LWR's and for arrangements for interim energy alternatives, the DPRK will freeze its graphite-moderated reactors and related facilities and will eventually dismantle these reactors and related facilities.

- The freeze on the DPRK's graphite-moderated reactors and related facilities will be fully implemented within one month of the date of this document. During this one-month period, and throughout the freeze, the International Atomic Energy Agency (IAEA) will be allowed to monitor this freeze, and the DPRK will provide full cooperation to the IAEA for this purpose.

- Dismantlement of the DPRK's graphite-moderated reactors and related facilities will be completed when the LWR project is completed.

- The U.S. and DPRK will cooperate in finding a method to store safely the spent fuel from the 5 MW(e) experimental reactor during the construction of the LWR project, and to dispose of the fuel in a safe manner that does not involve reprocessing in the DPRK.

4) As soon as possible after the date of this document U.S. and DPRK experts will hold two sets of experts talks.

- At one set of talks, experts will discuss issues related to alternative energy and the replacement of the graphite-moderated reactor program with the LWR project.

- At the other set of talks, experts will discuss specific arrangements for spent fuel storage and ultimate disposition.

II. The two sides will move toward full normalization of political and economic relations.

- 1) Within three months of the date of this Document, both sides will reduce barriers to trade and investment, including restrictions on telecommunications services and financial transactions.
- 2) Each side will open a liaison office in the other's capital following resolution of consular and other technical issues through expert level discussions.
- 3) As progress is made on issues of concern to each side, the U.S. and DPRK will upgrade bilateral relations to the Ambassadorial level.

III. Both sides will work together for peace and security on a nuclear-free Korean Peninsula.

- 1) The U.S. will provide formal assurances to the DPRK, against the threat or use of nuclear weapons by the U.S.
- 2) The DPRK will consistently take steps to implement the North-South Joint Declaration on the Denuclearization of the Korean Peninsula.
- 3) The DPRK will engage in North-South dialogue, as this Agreed Framework will help create an atmosphere that promotes such dialogue.

IV. Both sides will work together to strengthen the international nuclear non-proliferation regime.

- 1) The DPRK will remain a party to the Treaty on the Non-Proliferation of Nuclear Weapons (NPT) and will allow implementation of its safeguards agreement under the Treaty.
- 2) Upon conclusion of the supply contract for the provision of the LWR project, ad hoc and routine inspections will resume under the DPRK's safeguards agreement with the IAEA with respect to the

facilities not subject to the freeze. Pending conclusion of the supply contract, inspections required by the IAEA for the continuity of safeguards will continue at the facilities not subject to the freeze.

- 3) When a significant portion of the LWR project is completed, but before delivery of key nuclear components, the DPRK will come into full compliance with its safeguards agreement with the IAEA (INFCIRC/403), including taking all steps that may be deemed necessary by the IAEA, following consultations with the Agency with regard to verifying the accuracy and completeness of the DPRK's initial report on all nuclear material in the DPRK.

Kang Sok Ju

Head of the Delegation of the
Democratic People's Republic
of Korea
First Vice-Minister of Foreign
Affairs of the Democratic
People's Republic of Korea

Robert L. Gallucci

Head of the Delegation of
United States of America,
Ambassador at Large of the
United States of America

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TESTIMONY OF ROBERT L. GALLUCCI
AMBASSADOR AT-LARGE
ON THE AGREED FRAMEWORK WITH NORTH KOREA
BEFORE THE SENATE FOREIGN RELATIONS COMMITTEE
SUBCOMMITTEE ON EAST ASIAN AND PACIFIC AFFAIRS

DECEMBER 1, 1994

- 2 -

MR. CHAIRMAN, I WELCOME THIS OPPORTUNITY TO DISCUSS OUR EFFORTS TO RESOLVE THE NORTH KOREAN NUCLEAR ISSUE. THIS IS A PROBLEM THAT DEVELOPED OVER THE LAST DECADE AND THAT PREVIOUS ADMINISTRATIONS HAVE WORKED TO RESOLVE.

I HAVE BEEN INTIMATELY INVOLVED IN THIS ISSUE SINCE JUNE 1993 WHEN THE CLINTON ADMINISTRATION BEGAN BILATERAL DISCUSSIONS WITH THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK) IN NEW YORK. AFTER ON AGAIN, OFF AGAIN NEGOTIATIONS OVER THE NEXT 15 MONTHS, WE CONCLUDED THE OCTOBER 21 U.S.-DPRK AGREED FRAMEWORK IN GENEVA. THAT DOCUMENT REPRESENTS AN IMPORTANT STEP TOWARDS RESOLVING OUR DIFFERENCES WITH THE DPRK.

TODAY, I WOULD LIKE TO DISCUSS: 1) THE CONTENTS OF THE AGREED FRAMEWORK AND PARTICULARLY WHAT IT ACCOMPLISHES; 2) WHY WE, AND OUR CLOSE ALLIES IN ASIA, BELIEVE THE AGREED FRAMEWORK IS AN IMPORTANT STEP IN THE RIGHT DIRECTION; AND, 3) STEPS BOTH SIDES HAVE TAKEN TO BEGIN IMPLEMENTATION OF THE FRAMEWORK SINCE IT WAS CONCLUDED ON OCTOBER 21.

DPRK OBLIGATIONS UNDER THE AGREED FRAMEWORK

MR. CHAIRMAN, OUR GOAL HAS BEEN TO HEAD OFF THE POTENTIAL THREAT POSED BY NORTH KOREA'S NUCLEAR PROGRAM. TO DO SO, WE HAVE FORMULATED AN APPROACH TO DEAL WITH THE CURRENT NUCLEAR PROGRAM OF THE DPRK, THE POTENTIAL FUTURE GROWTH OF THAT PROGRAM, AND THE PROGRAM'S PAST, SPECIFICALLY, HOW MUCH

- 3 -

PLUTONIUM DID THE NORTH PRODUCE IN THE LATE 1980'S. THAT APPROACH IS EMBODIED IN THE OCTOBER 21 U.S.-DPRK AGREED FRAMEWORK WHICH, IN OUR VIEW, ADDRESSES THESE CONCERNS. INDEED, THE AGREED FRAMEWORK ACHIEVES MORE THAN WE AND THE INTERNATIONAL COMMUNITY THOUGHT POSSIBLE WHEN THE U.S. FIRST BEGAN TALKING TO NORTH KOREA SOME 18 MONTHS AGO.

ONE OF OUR MAIN CONCERNS ABOUT THE DPRK'S CURRENT NUCLEAR EFFORT HAS BEEN THE DISPOSITION OF THE SPENT NUCLEAR FUEL CURRENTLY STORED IN THE POND AT THE REACTOR AT YONGBYON. THAT FUEL CONTAINS UP TO 30 KILOGRAMS OF PLUTONIUM. OUR OBJECTIVE WAS TO MAKE SURE THAT FUEL WAS NOT REPROCESSED, AND THAT THE PLUTONIUM WAS NOT SEPARATED. UNDER THE PROVISIONS OF THE AGREEMENT, THE FUEL WILL REMAIN SAFELY STORED IN THE POND AND WILL EVENTUALLY BE SHIPPED OUT OF THE COUNTRY.

A SECOND OBJECTIVE WAS TO ENSURE THAT NO ADDITIONAL PLUTONIUM WAS PRODUCED, SPECIFICALLY, THAT THE NORTH DID NOT RESTART ITS 5 MEGAWATT (MW) RESEARCH REACTOR. UNDER THE AGREED FRAMEWORK, THAT REACTOR WILL REMAIN SHUTDOWN.

THIRD, WE WANTED TO MAKE SURE THAT THE REPROCESSING FACILITY -- WHICH THE NORTH CALLS THE RADIOCHEMICAL LABORATORY-- WOULD REMAIN DORMANT AND THAT THERE WOULD BE NO REPROCESSING OF FUEL FROM ANY SOURCE. UNDER THE AGREED FRAMEWORK, THAT REPROCESSING FACILITY WILL BE SEALED AND SUBJECT TO INSPECTION AS DEEMED NECESSARY BY THE INTERNATIONAL ATOMIC ENERGY AGENCY (IAEA) TO CONFIRM THAT IT REMAINS SHUTDOWN.

- 4 -

AS FOR THE FUTURE, OUR CONCERNS FOCUSED ON TWO NEW NUCLEAR REACTORS CURRENTLY UNDER CONSTRUCTION, A 50 MW AND 200 MW REACTOR. THOSE REACTORS WOULD HAVE BEEN COMPLETED SOMETIME IN THE NEXT FEW YEARS. ONCE OPERATIONAL, THEY WOULD HAVE BEEN ABLE TO PRODUCE HUNDREDS OF KILOGRAMS OF PLUTONIUM BY THE END OF THIS DECADE. AS A RESULT, THE NORTH MIGHT HAVE PRODUCED A SUBSTANTIAL STOCKPILE OF NUCLEAR WEAPONS AND COULD HAVE BECOME AN EXPORTER OF PLUTONIUM TO OTHER COUNTRIES. UNDER THE AGREED FRAMEWORK, CONSTRUCTION OF BOTH THESE FACILITIES IS FROZEN. THE FRAMEWORK ALSO PROVIDES FOR THE EVENTUAL DISMANTLEMENT OF THESE REACTORS, THE EXISTING 5 MW RESEARCH REACTOR, THE REPROCESSING PLANT AND ALL OTHER FACILITIES ASSOCIATED WITH THE NORTH'S CURRENT GAS-GRAPHITE FUEL CYCLE.

WITH REGARD TO PAST DPRK NUCLEAR ACTIVITIES, OUR OBJECTIVE HAS BEEN TO VERIFY ITS INITIAL INVENTORY OF NUCLEAR MATERIAL -- HOW MUCH PLUTONIUM IT ACTUALLY SEPARATED. IN OTHER WORDS, WE WERE SEEKING TO ANSWER THE QUESTION: WAS THE INITIAL DECLARATION OF THE DPRK TO THE IAEA AN ACCURATE ONE OR DID IT SEPARATE KILOGRAM QUANTITIES OF PLUTONIUM? AS YOU KNOW, THE IAEA HAD REASON TO DOUBT THE DPRK'S DECLARATION AND REQUESTED ACCESS TO TWO NUCLEAR WASTE SITES WHICH MIGHT PROVIDE FURTHER INFORMATION. THE DPRK REFUSED THIS REQUEST.

UNDER THE TERMS OF THE AGREED FRAMEWORK, THE DPRK ACCEPTS THE REQUIREMENTS OF THE IAEA FOR FULL SCOPE SAFEGUARDS. IT AGREES TO TAKE ALL STEPS THAT MAY BE DEEMED NECESSARY BY THE IAEA TO RESOLVE QUESTIONS ABOUT ITS INITIAL INVENTORY. THE

- 5 -

IMPLEMENTATION OF THOSE STEPS, AS YOU KNOW, IS NOT REQUIRED UNTIL LATER IN THE SETTLEMENT PROCESS.

WHAT DOES THE DPRK GET IN RETURN?

IN RETURN FOR DPRK AGREEMENT TO FREEZE AND EVENTUALLY DISMANTLE ITS CURRENT PROGRAM AND RESOLVE CONCERNS ABOUT THE PAST, THE UNITED STATES HAS AGREED TO LEAD AN INTERNATIONAL EFFORT TO PROVIDE THE DPRK WITH OTHER SOURCES OF ENERGY. THAT MEANS MORE PROLIFERATION RESISTANT LIGHT WATER NUCLEAR REACTORS (LWR) AND HEAVY FUEL OIL. THE HEAVY FUEL OIL IS A NEAR TO MID-TERM SUBSTITUTE FOR THE DPRK'S OPERATING NUCLEAR RESEARCH REACTOR AND THE TWO OTHER REACTORS WHICH WOULD HAVE BEEN COMPLETED OVER THE NEXT FEW YEARS. THESE REACTORS WOULD HAVE PROVIDED THE DPRK WITH SOME 255 MEGAWATTS OF ELECTRICAL GENERATING CAPACITY.

WITH RESPECT TO THE LIGHT WATER REACTOR PROJECT, THE DPRK, IN AGREEING TO COMPLETELY ABANDON ITS GAS GRAPHITE-MODERATED REACTORS AND THE PROSPECT OF BUILDING SUCH REACTORS IN THE FUTURE, WILL RECEIVE A LIGHT WATER REACTOR PROJECT RATED AT 2,000 MW, OR TWO 1,000 MW ELECTRIC LIGHT WATER REACTORS. THESE REACTORS WILL BE PROVIDED OVER A PERIOD OF EIGHT TO TEN YEARS, THE NORMAL DELIVERY PERIOD FOR REACTORS OF THAT SIZE.

- 6 -

UNDER THE TERMS OF THE AGREED FRAMEWORK, AT A POINT WHEN THERE HAS BEEN SOME SUBSTANTIAL INVESTMENT IN THE LWR PROJECT, THE DPRK COMMITS TO TAKE WHATEVER STEPS THE IAEA REQUIRES TO RESOLVE PAST DISCREPANCIES IN ITS PLUTONIUM DECLARATION, INCLUDING SPECIAL INSPECTIONS. THAT TIME WILL COME BEFORE ANY NUCLEAR EQUIPMENT OR TECHNOLOGY IS DELIVERED TO THE DPRK FOR THE LWR PROJECT. AFTER THE DPRK IS IN FULL COMPLIANCE, THE PROJECT CAN PROCEED. AS KEY NUCLEAR COMPONENTS FOR THE FIRST REACTOR ARE DELIVERED, THE SPENT FUEL WILL BE SHIPPED OUT OF THE DPRK. DISMANTLEMENT OF EXISTING FACILITIES WILL BEGIN WITH THE COMPLETION OF THE FIRST REACTOR AND END WITH THE COMPLETION OF THE SECOND REACTOR.

OUR PLAN IS TO ESTABLISH A MULTILATERAL CONSORTIUM, THE KOREAN ENERGY DEVELOPMENT ORGANIZATION (KEDO) TO IMPLEMENT SOME PROVISIONS OF THE AGREED FRAMEWORK, INCLUDING THE LWR PROJECT AND HEAVY OIL SHIPMENTS. THE UNITED STATES, ROK AND JAPAN WILL PLAY A LEADING ROLE IN THE CONSORTIUM. THE ROK WILL ALSO PLAY A CENTRAL ROLE IN FINANCING AND CONSTRUCTION OF THE LWR PROJECT. KEDO'S STRUCTURE WILL PROVIDE FOR BROADER INTERNATIONAL PARTICIPATION. WE HAVE MADE GOOD PROGRESS IN DISCUSSIONS WITH THE ROK AND JAPAN ON ESTABLISHING KEDO AND PLAN TO MEET AGAIN IN DECEMBER TO CONTINUE OUR CONSULTATIONS.

- 7 -

FINALLY, UNDER THE TERMS OF THE AGREED FRAMEWORK, THE UNITED STATES AND NORTH KOREA AGREED TO TAKE INITIAL STEPS TOWARDS A MORE NORMAL POLITICAL AND ECONOMIC RELATIONSHIP. THOSE STEPS INCLUDE REDUCING SOME BARRIERS TO TRADE AND INVESTMENT WITHIN THREE MONTHS AND MOVING TOWARDS THE ESTABLISHMENT OF LIAISON OFFICES IN EACH OTHER'S CAPITAL. LET ME EMPHASIZE THESE ARE INITIAL STEPS. FURTHER STEPS WILL ONLY OCCUR AS PROGRESS IS MADE ON ISSUES OF CONCERN TO BOTH SIDES.

ASSESSING THE AGREED FRAMEWORK

MR. CHAIRMAN, ANY REASONABLE ASSESSMENT OF THE AGREED FRAMEWORK MUST BALANCE WHAT IT ACHIEVES WITH THE STEPS WE HAVE TO TAKE TO SECURE OUR OBJECTIVES. OUR VIEW, AND I MIGHT ADD THE VIEW OF OUR CLOSE ALLIES -- JAPAN AND THE REPUBLIC OF KOREA -- IS THAT THE AGREED FRAMEWORK IS AN IMPORTANT STEP TOWARDS RESOLVING THE NORTH KOREA NUCLEAR ISSUE . IT IS ALSO THE BEST VEHICLE TO RESOLVE OTHER PROBLEMS WHICH SEPARATE NORTH KOREA AND THE INTERNATIONAL COMMUNITY.

WE ARRIVED AT THIS CONCLUSION FOR TWO REASONS. FIRST, THE FRAMEWORK PROVIDES FOR A SOLUTION WHICH GOES BEYOND THE REQUIREMENTS OF EXISTING INTERNATIONAL NON-PROLIFERATION OBLIGATIONS. UNDER THE NUCLEAR NON-PROLIFERATION TREATY (NPT), NORTH KOREA WOULD BE ALLOWED TO KEEP ITS EXISTING GAS GRAPHITE

- 8 -

REACTORS AND TO ACCUMULATE STOCKPILES OF PLUTONIUM, ALBEIT UNDER IAEA SAFEGUARDS. UNDER THE AGREED FRAMEWORK, NORTH KOREA MUST FREEZE AND DISMANTLE ITS EXISTING NUCLEAR FACILITIES. THE DPRK WILL NOT SEPARATE ANY ADDITIONAL PLUTONIUM AND EVENTUALLY WILL SHIP OUT EXISTING NUCLEAR MATERIAL. WE HAVE PROMISED TO LEAD AN INTERNATIONAL CONSORTIUM TO PROVIDE OTHER SOURCES OF ENERGY-- INCLUDING MORE PROLIFERATION RESISTANT REACTORS-- ONLY BECAUSE THE DPRK WILL TAKE THESE FAR-REACHING STEPS.

QUITE FRANKLY, WE WOULD HAVE PREFERRED THAT, AS A FIRST STEP IN THIS PROCESS, THE DPRK RESOLVE INTERNATIONAL CONCERNS ABOUT ITS PAST ACTIVITIES BY ALLOWING IAEA SPECIAL INSPECTIONS. WE RECOGNIZE THE POTENTIAL DANGERS POSED BY THE LESS THAN 10 KILOGRAMS OF PLUTONIUM THE NORTH MAY HAVE PRODUCED IN THE PAST AND THE POLITICAL IMPORTANCE OF SPECIAL INSPECTIONS. HOWEVER, THERE WERE CLEARLY MORE PRESSING PRIORITIES: PREVENTING THE DPRK FROM REPROCESSING THE SPENT FUEL RODS IN ITS STORAGE POND AND FROM PRODUCING ANY ADDITIONAL SPENT FUEL FROM ITS REACTORS. WE DECIDED THAT THESE PROBLEMS HAD TO BE DEALT WITH IN THE NEAR-TERM, PARTICULARLY SINCE IT IS A SCIENTIFIC FACT THAT INFORMATION AT THE WASTE SITES IS NOT PERISHABLE.

- 9 -

SECOND, OUR INTERESTS IN NORTHEAST ASIA, THOSE OF OUR CLOSE ALLIES AND THOSE OF OTHER PACIFIC RIM STATES WOULD BE BEST SERVED BY INCREASING STABILITY AND FOSTERING ECONOMIC GROWTH. THE AGREED FRAMEWORK MAY MAKE IT POSSIBLE, AND I WANT TO EMPHASIZE POSSIBLE, TO GRADUALLY OPEN THE WAY FOR ALL COUNTRIES IN THE REGION TO ESTABLISH MORE NORMAL POLITICAL AND ECONOMIC RELATIONSHIPS. THAT WOULD SERVE EVERYONE'S BROADER INTERESTS IN REGIONAL STABILITY AND PROSPERITY. I WOULD LIKE TO NOTE IN THIS CONTEXT THAT STEPS TOWARDS IMPROVING NORTH-SOUTH RELATIONS, AS SPECIFIED IN THE AGREED FRAMEWORK, WILL BE AN IMPORANT FACTOR, BOTH IN RESOLVING THE NUCLEAR ISSUE AND IN SERVING THESE BROADER GOALS.

THAT PATH WILL BE A DIFFICULT ONE TO FOLLOW. THERE IS STILL MUCH ABOUT NORTH KOREAN BEHAVIOR OUTSIDE THE NUCLEAR AREA THAT SHOULD CONCERN US. INDEED, AS I HAVE REPEATEDLY EMPHASIZED, OUR "BROAD AND THOROUGH" APPROACH TO RESOLVING THIS ISSUE REQUIRES THAT WE CONTINUE TO ADDRESS THOSE ISSUES OF CONCERN. THE MOST PROMINENT TWO EXAMPLES ARE NORTH KOREA'S BALLISTIC MISSILE ACTIVITIES AND ITS THREATENING CONVENTIONAL FORCE DEPLOYMENTS. THE FACT THAT THE GENEVA AGREEMENT FOCUSED ON NUCLEAR MATTERS SHOULD NOT BE TAKEN TO MEAN THAT WE ARE NOT CONCERNED WITH NORTH KOREAN BEHAVIOR IN THESE AREAS. INDEED, IT IS OUR VIEW THAT WE CAN ONLY GET AT THESE OTHER IMPORTANT ISSUES THROUGH ENGAGEMENT WITH THE NORTH KOREANS AND IMPLEMENTATION OF THE COMMITMENTS UNDERTAKEN IN GENEVA.

- 10 -

IN ANY EVENT, OUR CLOSE TIES WITH THE REPUBLIC OF KOREA ARE AND WILL REMAIN FIRM. THAT RELATIONSHIP IS BUILT ON A SECURITY ALLIANCE OF FOUR DECADES, ON INCREASINGLY CLOSE AND DYNAMIC ECONOMIC TIES AND ON GROWING COOPERATION ON IMPORTANT INTERNATIONAL ISSUES.

WHILE THE FRAMEWORK MAY BE IN OUR INTERESTS, WE ENTERED INTO THIS AGREEMENT WITHOUT ANY UNCERTAINTY ABOUT PAST NORTH KOREAN BEHAVIOR. THE AGREED FRAMEWORK IS NOT BASED ON TRUST. IAEA OFFICIALS ARE ALREADY ON THE GROUND IN NORTH KOREA TO VERIFY THAT THE PROGRAM REMAINS FROZEN. ADDITIONAL IAEA MEASURES TO MONITOR THE FREEZE ARE UNDER DISCUSSION WITH THE DPRK. IN ADDITION, THE UNITED STATES HAS ITS OWN NATIONAL TECHNICAL MEANS FOR MONITORING THE DPRK'S NUCLEAR FACILITIES. FINALLY, WE HAVE STRUCTURED THE AGREED FRAMEWORK SO THAT WE CAN WITHHOLD COOPERATION AT ANY POINT WE DETERMINE THE DPRK IS NOT MEETING ITS OBLIGATIONS. IF THE DPRK RENEGES ON THE DEAL, IT WILL HAVE GAINED LITTLE THAT IS NOT REVERSIBLE SAVE SOME FUEL SHIPMENTS THAT REPRESENT ONLY A FRACTION OF ITS ENERGY REQUIREMENTS.

IMPLEMENTATION OF THE AGREED FRAMEWORK

THE BEST INDICATOR OF NORTH KOREA'S INTENTIONS WILL BE HOW IT IMPLEMENTS THIS AGREEMENT. OUR PAST EXPERIENCE HAS TAUGHT

- 11 -

US TO BE EXTREMELY CAUTIOUS. THIS AGREEMENT, IN PARTICULAR, WILL REQUIRE A LONG AND POTENTIALLY COMPLICATED PROCESS OF IMPLEMENTATION. SO FAR, IMPLEMENTATION OF THE FRAMEWORK HAS PROCEEDED WITHOUT DIFFICULTY IN A NUMBER OF KEY AREAS:

- O NUCLEAR FREEZE: THE DPRK HAS CEASED CONSTRUCTION AT ITS IMPORTANT NUCLEAR FACILITIES. WE UNDERSTAND THAT RECENT DISCUSSIONS BETWEEN THE IAEA AND THE DPRK ON ENACTING ADDITIONAL MEASURES TO MONITOR THE FREEZE WENT WELL. WE EXPECT ANOTHER MEETING TO OCCUR THE BEGINNING OF NEXT YEAR. IN THE MEANTIME, IAEA INSPECTORS REMAIN ON THE GROUND AT YONGBYON TO MONITOR NORTH KOREAN ACTIVITIES.

- O SPENT FUEL STORAGE: THE UNITED STATES IS PREPARED TO PROVIDE THE DPRK WITH TECHNICAL ASSISTANCE IN SAFELY STORING ITS SPENT FUEL IN A MANNER CONSISTENT WITH EVENTUAL SHIPMENT TO ANOTHER COUNTRY. WE HELD PRODUCTIVE TECHNICAL DISCUSSIONS IN PYONGYANG FROM NOVEMBER 14 TO 18. DURING THOSE DISCUSSIONS, OUR EXPERTS VISITED THE YONGBYON NUCLEAR FACILITY, SPECIFICALLY THE 5 MW REACTOR AND SPENT FUEL STORAGE POND. WE EXPECT ANOTHER ROUND OF TALKS IN MID-DECEMBER.

- 12 -

- O ALTERNATE ENERGY: WE ARE NEARING FINAL ARRANGEMENTS FOR THE FIRST SHIPMENT OF HEAVY FUEL OIL -- 50,000 METRIC TONS TO NORTH KOREA BY JANUARY 21, THE TIME PERIOD SPECIFIED IN THE AGREED FRAMEWORK. WHILE THE U.S. WILL BE FUNDING THAT SHIPMENT, THE BURDEN OF FUTURE SHIPMENTS WILL BE BORNE BY THE INTERNATIONAL CONSORTIUM.

- O LWR CONTRACT TALKS: UNDER THE AGREED FRAMEWORK, THE DPRK AND KEDO ARE REQUIRED TO REACH AGREEMENT ON A LWR SUPPLY CONTRACT BY APRIL 1995. WE WILL BEGIN THOSE DISCUSSIONS WITH THE DPRK AND THEN HAND THEM OVER TO KEDO ONCE THAT ORGANIZATION IS ESTABLISHED. AN INITIAL ADMINISTRATIVE MEETING IS NOW UNDERWAY IN BEIJING.

- O ESTABLISHING LIAISON OFFICE: FOLLOWING UP ON OUR FIRST EXPERTS MEETING IN PYONGYANG IN SEPTEMBER, WE WILL BE HOLDING A SECOND MEETING WITH DPRK EXPERTS FROM DECEMBER 6-9 IN WASHINGTON D.C. THE TWO SIDES WILL DISCUSS CONSULAR AND TECHNICAL ISSUES INVOLVED IN SETTING UP LIAISON OFFICES. WE WILL ALSO BRIEF THE DPRK ON INITIAL STEPS WE WILL TAKE TO BEGIN LIFTING RESTRICTIONS ON NORMAL COMMERCIAL RELATIONS BETWEEN OUR TWO COUNTRIES.

- 13 -

CONCLUSION

MR. CHAIRMAN, IN CLOSING, I WOULD LIKE TO EMPHASIZE THAT THE OCTOBER 21 AGREED FRAMEWORK, IS BASED ON A HARD-HEADED ASSESSMENT OF OUR OWN SECURITY INTERESTS, CLOSE CONSULTATIONS WITH OUR REGIONAL ALLIES -- PARTICULARLY JAPAN AND SOUTH KOREA -- AND A REALISTIC VIEW OF NORTH KOREA. THE OCTOBER 21 AGREED FRAMEWORK IS A DEAL THAT ADVANCES OUR INTERESTS. IT REQUIRES NORTH KOREA TO TAKE STEPS WHICH GO BEYOND EXISTING INTERNATIONAL NON-PROLIFERATION OBLIGATIONS TO RESOLVE THE NUCLEAR ISSUE. THAT IS WHY WE ARE WILLING TO LEAD AN INTERNATIONAL EFFORT TO PROVIDE THE DPRK WITH ENERGY SOURCES. THE AGREED FRAMEWORK MAY ALSO OPEN THE WAY TO ADDRESSING OTHER ISSUES SEPARATING NORTH KOREA FROM THE INTERNATIONAL COMMUNITY. FINALLY, IT IS NOT BASED ON TRUST. THE DPRK HAS AGREED TO ALLOW THE IAEA TO MONITOR THE FREEZE ON ITS FACILITIES AND WE HAVE THE ASSURANCE OF OUR OWN NATIONAL TECHNICAL MEANS. ALSO, THE FRAMEWORK IS STRUCTURED TO ENSURE BOTH SIDES MOVE DOWN THE ROAD TO IMPLEMENTATION SIMULTANEOUSLY.

I. NONPROLIFERATION

We need to protect America and its allies from the growing threat posed by the spread of nuclear, biological and chemical weapons and the missiles that deliver them. If waged successfully, this effort can enhance our security while making the world safer for growing trade among all nations.

KOREA INSERT:

For most Americans, North Korea has become the symbol of our nuclear nonproliferation policy. We welcome that, because under the US-DPRK Agreed Framework we have turned back the North Korean nuclear threat. We need to make this case persuasively with Congress and the public, to prevent implementation of the framework from being jeopardized by partisan sniping.

NPT INSERT:

In April 1995, an international conference of the NPT signatories will decide whether to approve the indefinite extension of the Treaty, the cornerstone of global nuclear nonproliferation efforts. Success will require your direct engagement with key leaders (e.g., Zedillo, Mubarak, Soeharto); failure would constitute a major foreign policy defeat for the United States.

CWC INSERT:

Failure to ratify the CWC, which has been supported by every President since Richard Nixon, would undermine U.S. efforts to combat chemical weapons proliferation and be viewed as yet another example of the Administration walking away from something which you have declared (at the UNGA and in your State of the Union address) to be a top priority. Unless the U.S. ratifies, the CWC will not enter into force, and the U.S. will be held responsible for the failure of this historic agreement.

Congressional Strategy: NPT extension requires no Congressional action, though Congressional support would be helpful. CWC obviously needs to be ratified.

Public Affairs Strategy

Tara: I like the idea of a Presidential speech; is that possible? How about a dinner that would include a broader cast of characters than the usual suspects, e.g., including industry reps who are directly affected (Mike Armstrong) in the same

Introductory Talking Points for Hill Calls on DPRK

- I am calling to discuss the recent agreement we concluded with North Korea.
- I am happy to answer any questions you might have.
- But let me first describe what we have achieved. I am convinced this is an historic agreement that meets the goal that has been pursued unrelentingly by both the Bush and Clinton Administrations: ending North Korea's nuclear weapons program.
- First, from day one, we have frozen North Korea's nuclear program that has been developing for several years. They will not place any more fuel in their one operating reactor (5mg) and they will stop all construction on the two other nuclear reactors underway (50mg/200mg). This means that North Korea will not produce more plutonium that can be used to make nuclear weapons.
- Second, from day one, the North Koreans will seal its reprocessing plant, which is where they can extract plutonium for nuclear weapons from the fuel rods they've already produced.
- Third, this total freeze does not depend on trust. It is all subject to continuing outside inspection by the International Atomic Energy Agency, which has an impeccable reputation for independence and thoroughness.
- Fourth, for the first time, the North Koreans have agreed that they will do whatever the IAEA requires to explain their past nuclear activities, including allowing the agency to inspect the controversial waste sites that, before now, they have refused access.
 - This will not happen for several years under the agreement, but unlike the necessity to gain an immediate freeze so that the North Korean nuclear program doesn't move ahead, we are not prejudiced by delaying these inspection; those waste sites are not going anywhere.
- Fifth, the North Koreans have agreed to place their existing stock of nuclear fuel rods in safe and verifiable storage and, eventually, to ship those rods out of North Korea entirely.

- Sixth, the agreement not only freezes the North Korean nuclear programs; the North Koreans agree to actually dismantle it: tear down the three graphite nuclear reactors that produce high rates of plutonium that can be used in weapons...tear down the reprocessing facility that separates that plutonium from fuel rods so that it is available to be used in weapons.
- In short, from the beginning of this process, we have stopped the North Korean nuclear program dead in its tracks, and by the end of the process, we will have achieved the historic objective of checking the North Korean nuclear threat.
- What did we give up in return? The United States will lead an international consortium that will provide North Korea, over the next decade or so, with an alternative nuclear energy technology -- two light water reactors -- that are far less dangerous from a proliferation perspective. Overall, that could cost the consortium about \$4 billion. The consortium will also provide North Korea with oil to offset the energy losses from freezing and dismantling its three existing nuclear reactors. About \$5 million worth in the beginning and then about \$50 million with each year.

--Let me emphasize that the lion's share of the costs involved in providing the LWRs will be borne by South Korea. Japan and other countries will participate in the LWR project. These nations obviously believe that it is worth several billion dollars to them to eliminate the North Korean nuclear threat which would threaten their security and the peace of the world.

--We will provide \$5-6 million for conventional energy in the first few months, but then will seek the greatest possible contributions to that assistance from the international consortium.

--We will, of course, continue to consult with you on these issues.

North Korea gets fast payoff; we have to wait.

No. First thing that happens: North Korea freezes all of its existing nuclear program, keeps it under international surveillance.

That means no more plutonium for bombs.

Throughout agreement, they take steps as we and our allies take steps.

Agreement demonstrates leap of faith that North Korea will behave.

Agreement does not rely at all on good faith.

We will monitor. IAEA will monitor.

If North Korea breaks its part of the bargain, it will not get the benefits.

Agreement puts off special inspections for five years.

That's better than never, which was the alternative.

North Korea committed today to comply fully with international safeguards, which would include special inspections. That is new.

Agreement put urgent matters first: freeze on plutonium production, and inspections on current activities. The two waste sites aren't going anywhere.

Agreement is bad precedent.

No. Agreement showed international community won't walk away from proliferation threats.

Agreement commits North Korea to abandon its dangerous nuclear program and comply with all international nonproliferation norms.

Not a precedent. Every situation different. Here you have extraordinary abandonment of large nuclear weapons program. Here you see our allies in the region and other countries seeking a strategic opportunity to begin to draw North Korea into the international community.

→ SA
There
shd
reply
state
points
no?

Agreement is big giveaway.

The LWRs mainly financed by South Korea, Japan and others will help with LWR and other energy supplies. U.S. will provide a few million in the first months.

North Korea does alot under Agreement. Comply fully with nonproliferation norms, freeze and dismantle existing nuclear program, accept international inspections.

The reactors and oil the international community will provide offset energy foregone from North Korea's current nuclear program, which they were under no obligation to give up.

If North Korea doesn't live up to the Agreement, the oil and reactor assistance will stop.

(FYI: Conventional energy assistance will be around \$50 million/year. U.S. to pay under \$6 million within 3 months)

Agreement bribes North Korea to meet its existing obligations.

No. The agreement is in two parts. By living up to past commitments, North Korea avoided UN Security Council action. By going further, freezing and dismantling its current program, North Korea will receive energy assistance.

Agreement props up faltering regime.

Countries closest to North Korea -- our allies South Korea and Japan -- agree with us that our security interests best served by trying to draw North Korea into the international community, not pushing it into desperate acts.

That is in the broader interests of the New Pacific Community I called for last year, promoting democracy and growth in Asia.

Agreement is bad for South Korea and Japan.

Both governments strongly support the agreement.

Secretary of Defense Perry is visiting both countries this week, assuring them of our unshakable security commitment.

Agreement shows US weakness.

To contrary, demonstration of strength of international community consensus that North Korea has reversed course and agreed to comply with nonproliferation commitments.

This reflects the strength of our security commitment to our Asian allies, and our willingness to take the issue to the Security Council when North Korea sought confrontation over agreement.

US was too eager for a deal.

This kind of settlement has been a long term U.S. goal.

The proliferation threat was urgent. North Korea was poised to get much more plutonium for bombs.

This agreement headed off that threat, and meets our national security aims.

US made big concessions.

No concessions in our objectives or principles.

Achieved all our original aims -- commitment to full implementation of North Korea's nonproliferation commitments -- and exceeded them by requiring the freeze and dismantlement of their existing program.

Does Iran get \$4 billion reactor deal?

- Situation is very different. North Korea already had major plutonium programs. Iran program in its infancy.
- Doing a lot to press Iran.
- Message to Iran. We are serious about nonproliferation. We were ready to seek UNSC sanctions.

One or two bombs okay?

- No. North Korea committed to NPT. That bans any nuclear weapons.
- U.S. IAEA and others will monitor that commitment.

U.S. DEPARTMENT OF STATE

Office of the Spokesman

For Immediate Release
FINAL VERSION

December 2, 1994

STATEMENT BY CHRISTINE SHELLY/ACTING SPOKESMAN

U.S.-DPRK EXPERTS' TALKS ON LIAISON OFFICES

In a step to implement provisions of the October 21 U.S.-DPRK Agreed Framework, representatives of the two countries will hold expert-level talks from December 6-9 at the State Department on consular and other technical issues relating to the opening of liaison offices in each other's capital.

An exchange of liaison offices can take place only after the consular and other technical issues are fully resolved, as agreed in the Framework.

The U.S. side will be led by Lynn Turk, the Bureau of East Asian and Pacific Affairs' Coordinator for U.S.-DPRK Affairs. He will be joined by other working-level officials from the Office of the Legal Advisor, the Bureau of Consular Affairs and additional technical experts, as necessary.

A five-person, working-level delegation from the DPRK will be led by Pak Sok-gyun, a Deputy Director in the DPRK Ministry of Foreign Affairs.

DRAFT SCHEDULE

MONDAY, DECEMBER 5

- 1630 Depart State Dept. for Dulles airport.
- 1810 Meet delegation at Dulles airport. UA 6472. Transfer to Willard Hotel, 1401 Pennsylvania Avenue, tel. 628-9100. Point of contact: Selina McArthur. Jeff Goldstein and Carol Dennison
- 2030 Return to State Dept.

TUESDAY, DECEMBER 6

- 0900 Depart State Dept. for Willard Hotel. Jeff Goldstein and Carol Dennison.
- 0915 Return to State Dept. Use 23rd Street Entrance.
- 0930- Round I of talks. Coffee Break.
1200
- 1215- Lunch hosted by Deputy Assistant Secretary Thomas C.
1345 Hubbard. State Department, Eighth Floor. Daniel Webster Room. 16 persons.
- 1400- Round II of talks.
1630
- 1630- Return to Willard Hotel. Richard McCrensky
2000
- Dinner free.
- 1950 Depart State Dept. for Willard Hotel. Lynn Turk and Richard McCrensky.
- 2000- Driving tour of Washington by night (White House,
2130 Capitol, Jefferson and Lincoln Monuments, Georgetown, ending at Union Station.) Release van and driver.
- 2230 Return to Willard Hotel by metro.

WEDNESDAY, DECEMBER 7

0745 Depart State Dept. for Willard Hotel. Jeff Goldstein and Carol Dennison

0800- Tour of Lincoln Memorial and site of Korean War Memorial

0900- Private tour of Capitol Building. Go to desk with
0945 lamp after entering Rotunda via large center steps.
Point of contact: Sandy, tel. 225-3121, hit "0".

10:10 Private tour of Air and Space Museum. Meet tour guide
11:10 Ernest Buzaleski at Tour Information Desk,
Independence Avenue entrance. Point of contact: Dave Jackson, 357-1300.

1130 Depart for Lotte Supermarket, 3250 Old Lee Hwy, Fairfax.

1200- Lunch at Lotte Supermarket (no host). Lynn Turk and
1400 Richard McCrensky to meet group there.

1430- Round III of talks.
1700

1630 Mr. Pak meets with Ambassador Gallucci.

1700 Depart State Dept for Willard hotel. Richard McCrensky

1845 Depart State Dept. for Willard Hotel. Lynn Turk and Richard McCrensky.

1900 Depart Willard Hotel for dinner at the home of Jeffrey Goldstein, 1002 Moorefield Creek Road, Vienna, VA.
Tel: 703-242-6636.

1930- Dinner.
2100

2100 Depart for Willard Hotel. Richard McCrensky.

THURSDAY, DECEMBER 8

0900 Depart State Dept. for Willard Hotel. Carol Dennison

0915 Return to State Dept. Use 23rd Street entrance.

0930- Round IV of talks. Coffee break.
1230

1130 Mr. Pak meets with DAS Hubbard

1230- Return to Willard Hotel. Lunch free.
1400

1430- Tour of DC facilities hosted by the Office of Foreign
1730 Missions (visit to OFM, drive by some Embassy sites.)
Lynn Turk and Carol Dennison.

1730 Return to Willard Hotel.

Dinner: free.

FRIDAY, DECEMBER 9

0900 Depart State Dept. for Willard Hotel. Carol Dennison.

0915 Return to State Dept. 23rd Street Entrance.

0930- Round V of talks. Coffee break.
1230

1230- Working lunch.
1400

1415- Round VI of talks. Coffee break.
1730

1730 Return to Willard Hotel. Richard McCrensky.

1845 Depart Willard Hotel for farewell reception/dinner.
Richard McCrensky.

1900- Farewell dinner.
2100

2100 Return to Willard Hotel. Richard McCrensky.

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002a. memo	information, Steven Aoki to Samuel Berger re Deputies Committee Meeting (3 pages)	12/06/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kcl588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
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- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
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- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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21405

NATIONAL SECURITY COUNCIL DEPUTIES COMMITTEE MEETING

DATE: December 7, 1994
LOCATION: SITUATION ROOM
TIME: 1:30 p.m. - 3:00 p.m.

NEXT STEPS ON NORTH KOREA

Agenda

- I. Introduction NSC
- II. Intelligence Overview CIA
- III. Security Update DOD
- IV. Issues for Discussion State
 - A. KEDO Organization and Funding
 - B. Alternate Energy
 - C. Spent Fuel Storage in the DPRK
 - D. Lifting Economic Restrictions
- V. Congress and Public Diplomacy State
- VI. Discussion All Participants
- VII. Conclusion NSC

DECLASSIFIED E.O. 13526

White House Guidelines,

September 11, 2006

By LM NARA, Date 08/07/15

2009-0528-F

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002b. paper	re Next Steps (8 pages)	12/06/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

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Program Coordinator Responsibilities

General Statement of Work:

The Program Coordinator will provide a team of management and technical specialists that will review and monitor the design, engineering, and construction of the LWR Project. The primary assignment of the Coordinator is to review the work of the Prime Contractor to assure that all work is in accordance with KEDO's contract with the Prime Contractor and with the KEDO-DPRK contract. The Program Coordinator reports to the KEDO Executive Director.

Responsibilities include:

- o Initial review of project design criteria and basic plant design documents provided by the Prime Contractor in order to advise KEDO on fulfillment of contract requirements -- is it what we agreed to provide to the DPRK?
- o Interaction with DPRK, including construction contracting with DPRK firms and provision of other services as required, e.g., training; coordinate contracts with DPRK and the Prime Contractor.
- o Review of the Prime Contractor's procurement program so as to advise KEDO with respect to compliance with contract criteria -- is the distribution of the work among contributing countries as agreed to?
- o Review and make recommendations to KEDO regarding any large change orders in KEDO contract with the Prime Contractor, i.e., any change in design or materials that may significantly impact cost and schedule.
- o Technical support to KEDO on dispute resolution between any of the parties -- e.g., proposed design, equipment or construction changes.
- o On-site construction monitoring services, including quality of the work, testing and system turnover.
- o Review of the Prime Contractors' applications for payment and recommendation to KEDO to determine that the work is sufficient to justify drawdown payments -- is the work complete and are schedules being met?
- o Using input from site visits, to provide the Executive Director with assessments of the Prime Contractors' ability to meet schedule and budget, including recommendations.

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002c. paper	re costs (1 page)	12/06/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

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PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

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002d. paper	re timelines (1 page)	12/06/1994	P1/b(1)

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Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002e. paper	re record of expert-level meeting (1 page)	11/18/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

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- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Withdrawal/Redaction Marker

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002f. paper	re record of subgroup meeting (2 pages)	11/18/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
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Withdrawal/Redaction Marker

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002g. paper	re lifting sanctions (1 page)	12/06/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
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Withdrawal/Redaction Marker

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002h. memo	Lynn Turk to Robert Gallucci and Thomas Hubbard re liaison office (5 pages)	12/03/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
003. paper	re Nonproliferation Treaty (2 pages)	00/00/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

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WASHFAX RECEIPT
DEPARTMENT OF STATE

B

94 NOV 25 12:20

S/S #

014247

NOV 25 1994

MESSAGE NO. _____ CLASSIFICATION UNCLASSIFIED No. Pages 9

FROM: VE Carstenuto S/AL 647-1868 6317
(Officer name) (Office symbol) (Extension) (Room number)

MESSAGE DESCRIPTION KEDO Agreement (Charter)

(Agency)	DELIVER TO:	Extension	Room No.
<u>NSC</u>	<u>Steve Adair</u>	<u>202-456-9181</u>	<u>382</u>
<u>Treasury</u>	<u>Lisa Roberts</u>	<u>202-622-1983</u>	<u>2013</u>
<u>OMB</u>	<u>Jim Nix</u>	<u>202-395-3859</u>	
<u>DoE</u>	<u>Ken Luongo</u>	<u>202-586-2102</u>	<u>4C014</u>
<u>OSD</u>	<u>Cpt. Steve Loeffler</u>	<u>703-695-6565</u>	<u>2m 4E830</u>
<u>JCS</u>	<u>Lt. Col. Kevin Sandkubler</u>	<u>703-614-6632</u>	<u>2E1008</u>

7: CLEARANCE ☒ INFORMATION ☐ PER REQUEST ☐ COMMENT ☐

MARKS: Please give WRITTEN comments to Venetia by Fri Dec. 2

s Newell Highsmith is in Beijing for expert talks. She will then

compile them all prior to Newell's return. If you would a meeting on

this issue scheduled for Dec. 6 when Newell will be back to discuss this

re let Venetia know.

S/S Officer: RSR



United States Department of State

Washington, D.C. 20520

1/9

November 25, 1994

MEMORANDUM

TO: SSK Distribution
FROM: S/AL - Venetia E. Carotenuto *VEC*
SUBJECT: KEDO Agreement

Attached is the latest version of the KEDO Agreement (Contract). As Newell Highsmith will be in Beijing for the expert talks, please send me your **written comments by Friday, December 2**. I will then compile all of the responses prior to Newell's return. If you feel a meeting to discuss this paper is necessary, I am prepared to schedule one for Tuesday, December 6 when Newell will be here to Chair. Please let me know if I should do so. I can be reached at (202) 647-1868 and my fax number is (202) 647-1838.

On another related topic, we received a fax from the DPRK delegation on Wednesday, November 23, requesting a list of any material, information, or questions that we would like to DPRK side to address while the experts meet in Beijing. If there are any topics or questions you would like answers to, please relay them to me by **noon Monday, November 28** so that I can cable them out to Gary and the delegation in time for the meetings.

Attachment: As stated

2/9

DRAFT

AGREEMENT ON THE ESTABLISHMENT OF
THE KOREAN ENERGY DEVELOPMENT ORGANIZATION

The Government of the Republic of Korea, the Government of Japan, and the Government of the United States of America ("the Parties"):

Affirming the nonproliferation goals and objectives embodied in the Agreed Framework Between the United States of America and the Democratic People's Republic of Korea (DPRK), signed in Geneva on October 21, 1994;

Recognizing the critical importance of the nonproliferation steps that must be taken by the DPRK, as described in the Agreed Framework, as a condition of implementation of the Agreed Framework; and

Wishing to cooperate in taking the steps necessary to implement the Agreed Framework, consistent with the Charter of the United Nations and the Statute of the International Atomic Energy Agency;

Convinced of the need to establish an organization, as contemplated in the Agreed Framework, to coordinate cooperation among interested parties and to facilitate the financing and execution of projects needed to implement the Agreed Framework;

Have agreed as follows:

ARTICLE I: Establishment of the Organization

The Parties establish the Korean Energy Development Organization (hereinafter referred to as "KEDO" or "the Organization") upon the terms and conditions hereinafter set forth.

ARTICLE II: Purposes

The purposes of the Organization shall be to: (1) provide for the financing and construction of light-water reactors of approximately 2,000 MW(e) in the Democratic People's Republic of Korea (hereinafter referred to as "the DPRK") based on the design for the Ulchin 3 and 4 reactors in the Republic of Korea;

DRAFT

(2) provide for the financing and delivery of interim energy alternatives in lieu of the energy to from the DPRK's graphite-moderated reactors pending construction of the first light-water reactor unit; and (3) provide for the financing and implementation of any other measures necessary to accomplish the foregoing or otherwise to carry out the objectives of the Agreed Framework.

ARTICLE III: Functions

In carrying out these purposes, the Organization may do any of the following:

- (a) Evaluate and administer projects designed to further the purposes of the Organization;
- (b) Receive funds from Members or other states or entities for financing projects designed to further the purposes of the Organization, and retain for Organization purposes any interest that accumulates on such funds;
- (c) Receive funds or other compensation from the DPRK in payment for the goods and services provided by the Organization;
- (d) Cooperate and enter into arrangements with appropriate financial institutions, as may be agreed upon, for the handling of funds received by the Organization or designated for projects of the Organization;
- (e) Acquire any facilities, equipment, or goods necessary for achieving the purposes of the Organization;
- (f) Enter into contracts or other arrangements, including loan agreements, for the carrying out, evaluation, or supervision of projects designed to further the purposes of the Organization;
- (g) Coordinate with and assist states, localities and other public entities, national and international institutions, and private parties in carrying out activities that further the purposes of the Organization;
- (h) Dispose of any receipts, funds, accounts, or assets of the Organization and distribute the proceeds in accordance with the obligations of the Organization, with any remaining funds to be distributed in an equitable manner, as may be determined by the Organization.

ARTICLE IV: Participation in the Organization

(a) The Members of the Organization shall be the Republic of Korea, Japan, and the United States of America. Another State may become a Member by depositing an instrument of acceptance of this Agreement after its membership has been approved by the Executive Board.

(b) States may become Participating Countries in the Organization by contributing funds, goods, or services to the Organization and participating on an Advisory Committee of the Organization.

ARTICLE V: Executive Board

(a) The authority of the Organization shall be vested in the Executive Board, which shall consist of representatives of the Member States. The representative of the United States of America shall serve as Chair of the Executive Board.

(b) The Executive Board shall meet at such times as it may determine.

(c) A majority of the representatives to the Executive Board shall constitute a quorum.

(d) Each representative shall have one vote. Decisions of the Executive Board shall require a consensus of the representatives present and voting.

(e) The Executive Board may adopt such rules and regulations as may be necessary or appropriate to achieve the purposes of the Organization.

ARTICLE VI: Executive and Deputy Directors

(a) An Executive Director shall be appointed by the Chair of the Executive Board, subject to the approval of the Executive Board, as soon as possible after this Agreement enters into force.

(b) The Executive Director shall exercise all the powers delegated to him or her by the Executive Board and shall conduct the ordinary business of the Organization, including the establishment of a headquarters, the organization of a staff, the preparation of annual budgets, the procurement of financing, and the execution and administration of contracts to achieve the purposes of the Organization. The Executive Director may delegate such powers to other officers or staff members as he deems appropriate.

(c) The Executive Director shall be assisted by a Principal Deputy Director appointed by the Chair of the Executive Board, a Deputy Director for Operations appointed by the Republic of Korea's representative to the Executive Board, and a Deputy Director for Finance appointed by Japan's representative to the Executive Board. Each appointment of a Deputy Director shall be subject to the approval of the Executive Board.

(d) The Executive Director and the Deputy Directors shall be appointed for terms of two years and may be reappointed. The terms of employment, including salaries, of these officers shall be determined by the Executive Board. The Executive Director and the Deputy Directors may be removed prior to the expiration of their terms by a decision of the Executive Board.

(e) The Executive Director shall execute contracts on behalf of the Organization, provided that contracts with a value in excess of [\$300,000] must be approved by the Executive Board in advance.

(f) The Executive Director shall establish staff positions and terms of employment, including salaries, subject to the approval of the Executive Board. The Executive Director shall appoint qualified personnel to such staff positions and dismiss personnel as necessary. In appointing a staff, the Executive Director shall seek to achieve a balanced proportion of nationals of the Members, subject to the paramount importance of securing the highest standards of integrity, efficiency, and technical competence.

(g) The Executive Director shall contract out technical and operational functions to the maximum extent practicable, with due regard to cost and the achievement of efficiency and technical competence.

(h) The Executive Director shall keep the Executive Board informed of the activities and finances of the Organization and may raise any matter with any Member. Each Member shall designate an appropriate official with which the Executive Director and the Deputy Directors may communicate in connection with matters arising under this Agreement.

(i) In the event that the Executive Director is absent or unable to carry out his duties, the Principal Deputy Director shall serve as Acting Executive Director with the capacity to exercise all of the powers of the Executive Director. In the event that the Principal Deputy Director is unable to fulfill this function, the Executive Director or the Executive Board shall designate another Deputy Director to serve as Acting Executive Director.

(j) The Executive Director, with the advice of the Deputy Directors, shall prepare fiscal and administrative rules and regulations consistent with this Agreement and the purposes of the Organization. The regulations shall be submitted to the Executive Board for their review prior to implementation.

ARTICLE VII: Advisory Committees

(a) The Executive Board shall establish Advisory Committees to provide advice to the Executive Director on specific projects being carried out by the Organization or proposed to be carried out by the Organization. Advisory Committees shall be established for the light-water reactor project, the provision of alternative energy, and such other projects as the Executive Board may determine.

(b) Each Advisory Committee shall include representatives of the Members of the Organization and of those Participating Countries that have contributed funds, goods, or services to the Organization for use in the project for which the Advisory Committee was established.

(c) The Advisory Committees shall meet at such times as they may determine.

(d) The Executive Director shall keep the Advisory Committees fully informed of matters pertinent to their respective projects and shall give due consideration to the recommendations of the Advisory Committees.

ARTICLE VIII: Headquarters

The Headquarters for the organization shall be located in _____.

ARTICLE IX: Finances

(a) The budget for each fiscal year shall be prepared by the Executive Director and shall be approved by the Executive Board. The Organization's fiscal year shall be from October 1 to September 30.

(b) Each Member and Participating Country shall contribute such funds to the Organization or the Organization's contractors as it deems appropriate. Contributions shall be made by cash deposit, escrow, letter of credit, promissory note, or by such other legal means as may be agreed and in such currency as may be agreed.

(c) The Organization may seek contributions from such other public or private sources as it deems appropriate.

(d) The Organization shall establish an account or accounts to receive funds from Members, Participating Countries, or other sources. Interest or dividends accruing on such accounts shall be reinvested for activities of the Organization.

ARTICLE X: Supply of Goods and Services

(a) Members and Participating Countries may make available to the Organization or its contractors goods, services, equipment, and facilities that may be of assistance in achieving the purposes of the Organization.

(b) The Organization may accept from such other public or private sources as it deems appropriate any goods, services, equipment, and facilities that may be of assistance in achieving the purposes of the Organization.

(c) The Executive Director shall be responsible for valuing in-kind contributions to the Organization, whether direct or indirect, in order to keep accurate records of the overall contributions from Members, Participating Countries, and other sources. Members and Participating Countries shall cooperate with the Executive Director in the valuation process, including by providing regular reports of in-kind contributions and access to records necessary to verify the value of such contributions.

ARTICLE XI: Light-Water Reactor Project

(a) The Organization shall enter into a supply contract with the DPRK for the provision of the light-water reactor (LWR) project, consisting of two reactor units with a capacity of approximately 1,000 MW(e) each based on the design for the Ulchin 3 and 4 reactors in the Republic of Korea.

(b) The Organization shall enter into a contract with a Republic of Korea firm to design and carry out the LWR project. This contract shall set forth, as appropriate, the required participation in the project by firms in the countries that are contributing to the LWR project.

(c) The Organization shall enter into a contract with a U.S. firm to provide services as a Program Coordinator for the LWR project. The Organization may enter into contracts with such additional firms as have technical, financial, or legal expertise deemed necessary for the Organization to carry out its responsibilities with respect to the LWR project.

ARTICLE XII: Other Projects

(a) Any Member, Advisory Committee, or Participating Country may request that the Executive Director evaluate and approve a project related to the purposes of the Organization. Such requests shall be accompanied by an explanation of the purpose of the project and a detailed description of the project, including cost figures and any applicable designs or plans.

(b) In considering whether to approve a project, the Executive Director shall give due consideration to the views of those Members and Participating Countries that would provide the principal funding for such project.

ARTICLE XIII: Annual Report

The Executive Director shall submit to the Executive Board an annual report on the activities of the Organization, which shall include a description of the status of the LWR project and other projects, a comparison of planned activities to completed activities, and an audited statement of the Organization's accounts. The Executive Director shall distribute the annual report to the Advisory Committees and all Participating Countries.

ARTICLE XIV: Status

(a) The Organization shall possess juridical personality and, in particular, full capacity to: (1) contract; (2) conclude agreements with states or international organizations; (3) acquire and dispose of movable and immovable property; and (4) institute legal proceedings. It may exercise such other powers as shall be necessary in furtherance of its purposes and functions, consistent with this Agreement.

9/9

(b) No Member or Participating Country shall be liable, by reason of its status as a Member or Participating Country, for acts or obligations of the Organization.

(c) Information provided to the Organization by a Member or Participating Country shall be used exclusively for the purposes of the Organization and shall not be publicly disclosed without the express consent of that Member or Participating Country.

ARTICLE XV: Entry Into Force

This Agreement shall enter into force [upon signature] [when the Members have exchanged written notifications that they have completed their domestic legal requirements for entry into force of this Agreement].

For Japan:

For the Republic of Korea:

For the United States of America:



POLICY

OFFICE OF THE UNDER SECRETARY OF DEFENSE

WASHINGTON, D. C. 20301-2000

This Material is Unclassified**Thank You for Delivering it**

TO: STEVE AOKI
Phone: 202 - 456 - 9181
FAX: 202 - 456 - 9180

FROM: Captain Steve Loeffler, USN
Assistant to USD(P) for Korea Coordination
Phone: 703-695-6565
UNCLAS FAX: 703-697-8520
Classified FAX 703-697-9487

Subject: ALTERNATE ENERGY FOR DPRK

Steve - We finalized the viscosity,
sulfur content and BS&W with
the ODPRK yesterday. Here is the
orders (purchase request) to get
the fuel to Sonbong Port by 21 JAN 95.
Steve

Number of Pages
Including Cover

1



POLICY

**THE UNDER SECRETARY OF DEFENSE
2000 DEFENSE PENTAGON
WASHINGTON, DC 20301-2000**



I-94/00443

MEMORANDUM FOR COMMANDER, DEFENSE FUEL SUPPLY CENTER

**SUBJECT: Alternative Energy for the Democratic Peoples
 Republic of Korea (DPRK)**

Pursuant to the Agreed Framework of 21 October 1994 between the U.S. and the DPRK, the U.S. Government has agreed to provide the DPRK with 50 thousand metric tons of heavy fuel oil by 21 January 1995. The agreement with the DPRK constitutes an urgent and compelling need for acquisition and delivery of this petroleum product within the requested time frame.

Purchase and deliver 50 thousand metric tons of heavy fuel oil utilizing the Emergency and Extraordinary Expenses (10 US Code 127) funds transferred to you by the Services. The estimated cost is \$5.5 million. Provisions for funding this purchase were made by the Office of the Under Secretary of Defense (Comptroller) on 25 October 1994 as noted at Enclosures (1) and (2). Specifications for the fuel oil are at Attachment 1.

The destination for the fuel oil is the DPRK thermal energy electric plant at Sonbong Port, North Hamgyong Province. The product should be delivered to Sonbong by an ocean-going tanker to a receiving tanker which will be approximately two miles off-shore from Sonbong port. The receiving tanker will be empty and capable of receiving all 50 thousand metric tons of fuel oil. Port restrictions and other delivery conditions are at Attachment 2.

The Policy Staff will work with yours to identify and resolve any further issues that may arise in the fulfillment of this requirement. Our point of contact is Captain Steve Loeffler, U.S. Navy at 703-695-6565 (FAX 697-8520).

Walter B. Slocombe

Attachments:
As stated

Copy to:
USD(Comp)





COMPTROLLER

UNDER SECRETARY OF DEFENSE
1100 DEFENSE PENTAGON
WASHINGTON DC 20301-1100



25 OCT 1994

OCT 27 1994

MEMORANDUM FOR UNDER SECRETARY OF DEFENSE (POLICY)

SUBJECT: Alternate Energy for North Korea

This memorandum is in response to a request from your staff concerning the legal authority and source of funds which will permit the Department of Defense to procure and deliver 50K metric tons (up to \$5 million) of heavy residual fuel oil to the North Korean facilities at Sonbong.

Under 10 U.S.C. 127, Emergency and Extraordinary Expenses (E&EE) Authority, the Secretary of Defense and Secretaries of the Military Departments are authorized to use operation and maintenance funds up to a limit specified in the annual DoD Appropriations Act for "any emergency or extraordinary expense which cannot be anticipated or classified." This authority can be used for the requirements of the agreement with North Korea.

Because the amount of this authority available to any Military Department is limited and no funds are specifically appropriated for use of the authority, the cost of the fuel oil will be absorbed by all three Military Departments on the basis of the amount of E&EE authority available to them. Funds will be made available to the Defense Fuel Supply Center to make the arrangements for the purchase and delivery of the fuel.

Judith A. Miller
General Counsel

Alice C. Maroni
Principal Deputy Under Secretary
of Defense (Comptroller)

Enclosure (1)

OCT 27 1994



11/22/94 15:40

703 617 7677

DPSU-n



COMPTROLLER

(Program/Budget)

OFFICE OF THE UNDER SECRETARY OF DEFENSE
1100 DEFENSE PENTAGON
WASHINGTON, DC 20301-1100



OCT 28 1994

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (FINANCIAL
MANAGEMENT AND COMPTROLLER)
ASSISTANT SECRETARY OF THE NAVY (FINANCIAL
MANAGEMENT)
ASSISTANT SECRETARY OF THE AIR FORCE (FINANCIAL
MANAGEMENT AND COMPTROLLER)

SUBJECT: Alternate Energy for North Korea

As part of the recent agreement between the United States and North Korea, the Department of Defense is committed to procure and deliver 50 metric tons of heavy residual fuel oil to the North Korean Facilities at Sonbong. This commitment can be met only by citing Emergency and Extraordinary Expense (E&EE) authority as contained in 10 U.S.C. 127.

In order to fulfill U.S. Government commitments in this matter, you should transfer by Friday, October 28 the amounts cited in the attachment to this memorandum to the Defense Fuel Supply Center. This requirement has been apportioned on the basis of the E&EE authority available in FY 1995 to the Military Departments.

Ronald A. Davidson
Deputy Comptroller
(Program/Budget)

Attachment



Enclosure (2)

**Funding for
Heavy Residual Fuel for North Korea
(\$ in Millions)**

Army	2,860
Navy	880
Air Force	<u>1,760</u>
Total	5,500

**Specifications for the Heavy Fuel Oil
to be provided as Alternate Energy to
The Democratic Peoples Republic of Korea
in accordance with the Agreed Framework
of 21 October 1994**

- A. Quantity: 50 thousand metric tons
- B. Petroleum Product: Heavy residual fuel oil
- C. Sulfur Content: Two percent maximum by weight
- D. Base Sediment and Water: Two percent maximum by volume
- E. Freezing/Pour Point: 15 degrees Celsius maximum
- F. Flash Point: 60 degrees Celsius minimum; 90 degrees Celsius maximum
- G. Kinematic Viscosity at 100 deg. Celsius: Min.: 15.0cs Max.: 50.0cs
- H. Heat of Combustion: 9600 KCal/kg minimum
- I. Quantity Assurance: Verified by both DPRK Government and U.S. Government representatives based on quantity determined at origin load port. Any difference noted at destination based on tanks of the delivery tanker at Sonbong Port will be investigated by DPRK and U.S. Government representatives.
- J. Quality Assurance: The delivery tanker's tanks shall be clean prior to loading the cargo at the point of origin to avoid contamination.
 - Heavy oil samples used to verify quality will be taken from the tanks of the delivery tanker.
 - Quality shall meet or exceed the specifications noted above.

**Delivery Conditions and Port Restrictions
for delivery of Heavy Fuel Oil to
The Democratic Peoples Republic of Korea**

A. Delivery is to be made by ocean-going tanker.

- Delivery is to be made into a receiving tanker with at least 50,000 tons of receipt capability.
- Receiving tanker hose has an inner diameter of 500mm. Size of the steel flange is 635mm.
- The delivery tanker must be equipped with equipment necessary to discharge heavy oil.
- Position of the storage tanker is offshore approximately two miles from Sonbong Port, North Hamgyong Province, DPRK, at a Single-Point mooring buoy. Draft at the offshore storage vessel is 20 meters.

B. Transfer of title shall take place upon discharge from the U.S. Government vessel to the DPRK vessel.

Withdrawal/Redaction Marker

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
004. draft	paper, re heavy fuel oil (2 pages)	00/00/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
005. cable	re consultations on KEDO (13 pages)	11/21/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F
kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P1 National Security Classified Information [(a)(1) of the PRA]
P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P3 Release would violate a Federal statute [(a)(3) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

b(1) National security classified information [(b)(1) of the FOIA]
b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
006a. paper	re suggestions (1 page)	11/00/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kel588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P1 National Security Classified Information [(a)(1) of the PRA]
P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P3 Release would violate a Federal statute [(a)(3) of the PRA]
P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

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b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
006b. paper	non-paper, re KEDO negotiations (2 pages)	11/17/1994	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

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- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
006c. paper	revisions to non-paper, re KEDO negotiations (2 pages)	11/18/1995	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Framework [1]

2009-0528-F

kc1588

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

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- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]