

No. 1895

**UNITED STATES OF AMERICA
and
NORWAY**

Agreement concerning participation of a Norwegian mobile surgical hospital in the United Nations operations in Korea. Signed at Washington, on 17 September 1951

Official text: English.

Registered by the United States of America on 14 October 1952.

**ÉTATS-UNIS D'AMÉRIQUE
et
NORVÈGE**

Accord relatif à la participation d'un hôpital chirurgical mobile norvégien aux opérations des Nations Unies en Corée. Signé à Washington, le 17 septembre 1951

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 14 octobre 1952.

No. 1895. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF NORWAY CONCERNING PARTICIPATION OF A NORWEGIAN MOBILE SURGICAL HOSPITAL IN THE UNITED NATIONS OPERATIONS IN KOREA. SIGNED AT WASHINGTON, ON 17 SEPTEMBER 1951

This Agreement between the Government of the United States of America (the executive agent of the United Nations Forces in Korea) and the Government of the Kingdom of Norway shall govern relationships in matters specified herein for the Mobile Surgical Hospital (hereinafter referred to as Surgical Hospital) furnished by the Government of the Kingdom of Norway for the operations under the Commanding General of the Armed Forces of the Member States of the United Nations in Korea (hereinafter referred to as Commander) designated by the Government of the United States of America pursuant to resolutions of United Nations Security Council of June 25, 1950, June 27, 1950, and July 7, 1950.²

Article 1

The Government of the United States of America agrees to furnish the Surgical Hospital with available materials, supplies, services, and facilities which the Surgical Hospital will require for these operations, and which the Government of the Kingdom of Norway is unable to furnish. The Government of the United States of America and the Government of the Kingdom of Norway will maintain accounts of materials, supplies, services, and facilities furnished by the Government of the United States of America to the Surgical Hospital. Reimbursement for such materials, supplies, services, and facilities will be accomplished by the Government of the Kingdom of Norway upon presentation of statements of account by the Government of the United States of America. Such payment will be effected by the Government of the Kingdom of Norway in United States dollars. Issues of materials and supplies to the Surgical Hospital will not operate to transfer title to the Government of the Kingdom of Norway in advance of reimbursement.

¹ Came into force on 17 September 1951, upon signature, in accordance with article 9.

² United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 2*, pp. 22 to 25.

Article 2

Pursuant to Article 1, appropriate technical and administrative arrangements will be concluded between authorized representatives of the Government of the United States of America and authorized representatives of the Government of the Kingdom of Norway.

Article 3

Classified items, specialized items, or items in short supply furnished to the Surgical Hospital by the Government of the United States of America will be returned to the Government of the United States of America upon request, upon the withdrawal of the Surgical Hospital from Korea, as a credit against the cost of materials, supplies, and services previously furnished. If the Government of the Kingdom of Norway determines at the time of redeployment of its Surgical Hospital that materials or supplies received from the Government of the United States of America hereunder are not desired for retention, such materials or supplies may be offered to the Government of the United States of America and if accepted, their residual value as determined by the Government of the United States of America will be used as a credit against reimbursement for materials supplies, and services previously furnished.

Article 4

Each of the parties to this Agreement agrees not to assert any claim against the other party for injury or death of its personnel, or for loss, damage, or destruction of its property or property of its personnel caused in Korea by personnel of the other party. Claims of any other government or its nationals against the Government or nationals of the Government of the Kingdom of Norway or vice versa shall be a matter for disposition between the Government of the Kingdom of Norway and such third government or its nationals.

Article 5

The Government of the Kingdom of Norway will maintain accounts of materials, supplies, services, and facilities furnished by other governments to personnel or agencies of the Government of the Kingdom of Norway, either directly or through the Commander. Settlement of any claims arising as a result of the furnishing of such materials, supplies, services, and facilities to the Government of the Kingdom of Norway by such third governments, whether directly or through the Commander, shall be a matter for consideration between such third governments and the Government of the Kingdom of Norway.

Article 6

The requirements of the Surgical Hospital for Korean currency will be supplied under arrangements approved by the Commander; provided, however, that settlement of any obligation of the Government of the Kingdom of Norway for use of such currency will be a matter of consideration between the Government of the Kingdom of Norway and the competent authorities of Korea. If, with the approval of the Commander, the Surgical Hospital uses media of exchange other than Korean currency in Korea, obligations arising therefrom will be a matter for consideration and settlement between the Government of the Kingdom of Norway and the other concerned governments.

Article 7

The Government of the Kingdom of Norway agrees that all orders, directives, and policies of the Commander issued to the Surgical Hospital or its personnel shall be accepted and carried out by them as given and that in the event of disagreement with such orders, directives, or policies, formal protest may be presented subsequently.

Article 8

Nothing in this Agreement shall be construed to affect existing agreements or arrangements between the parties for the furnishing of materials, supplies, services, or facilities.

Article 9

This Agreement shall come into force upon the date of signature thereof, and shall apply to all materials, supplies, services, and facilities furnished or rendered on, before, or after that date, to all claims referred to in Article 4 arising on, before, or after that date, and to all technical and administrative arrangements concluded pursuant to Article 2, before, on, or after that date.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington in duplicate this seventeenth day of September, 1951.

For the Government of the United States of America :

James E. WEBB
Acting Secretary of State
of the United States of America

For the Government of the Kingdom of Norway :

Eigil NYGAARD
Chargé d'Affaires ad interim of the
Kingdom of Norway at Washington