# No. 1937

# UNITED STATES OF AMERICA and SWEDEN

Agreement concerning participation of a Swedish Red Cross Field Hospital in the United Nations operations in Korea. Signed at Washington, on 27 June 1951

Official text: English.

Registered by the United States of America on 30 October 1952.

# ÉTATS-UNIS D'AMÉRIQUE et SUÈDE

Accord relatif à la participation d'un hôpital de campagne de la Croix-Rouge suédoise aux opérations des Nations Unies en Corée. Signé à Washington, le 27 juin 1951

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 30 octobre 1952.

AGREEMENT¹ BETWEEN THE GOVERNMENT No. 1937. OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN CON-CERNING PARTICIPATION OF A SWEDISH RED CROSS FIELD HOSPITAL IN THE UNITED NATIONS OPERA-SIGNED AT WASHINGTON, ON TIONS IN KOREA. 27 JUNE 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 Sweden shall govern relationships in matters specified herein for the Red Cross Field Hospital (hereinafter referred to as "Field Hospital") furnished by the Government of the Kingdom of Sweden 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, 1950,2 June 27, 1950,3 and July 7, 1950.4

# Article 1

The Government of the United States of America agrees to furnish the Field Hospital with available materials, supplies, services, and facilities which the Field Hospital will require for these operations, and which the Government of the Kingdom of Sweden is unable to furnish. The Government of the United States of America and the Government of the Kingdom of Sweden will maintain accounts of materials, supplies, services, and facilities furnished by the Government of the United States of America to the Field Hospital. Reimbursement for such materials, supplies, services, and facilities will be accomplished by the Government of the Kingdom of Sweden 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 Sweden in United States dollars.

#### Article 2

Pursuant to Article 1, appropriate technical and administrative arrangements will be concluded between authorized representatives of the Government of the

<sup>&</sup>lt;sup>1</sup> Came into force on 27 June 1951, as from the date of signature, in accordance with article 9.
<sup>2</sup> United Nations, Official Records of the Security Council, Fifth Year, No. 15, p. 13.
<sup>3</sup> United Nations, Official Records of the Security Council, Fifth Year, No. 16, p. 4.
<sup>4</sup> United Nations, Official Records of the General Assembly, Fifth Session, Supplement No. 2,

United States of America and authorized representatives of the Government of the Kingdom of Sweden.

#### Article 3

Classified items, specialized items, or items in short supply furnished to the Field 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 Field Hospital from Korea, as a credit against the cost of materials, supplies, and services previously furnished. If the Government of the Kingdom of Sweden determines at the time of redeployment of its Field 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 Sweden or vice versa shall be a matter for disposition between the Government of the Kingdom of Sweden and such third government or its nationals.

### Article 5

The Government of the Kingdom of Sweden will maintain accounts of materials, supplies, services, and facilities furnished by other governments to personnel or agencies of the Government of the Kingdom of Sweden, 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 Sweden 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 Sweden.

#### Article 6

The requirements of the Field Hospital for Korean currency will be supplied under arrangements approved by the Commander; provided, however, that

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settlement of any obligation of the Government of the Kingdom of Sweden for use of such currency will be a matter of consideration between the Government of the Kingdom of Sweden and the competent authorities of Korea. If, with the approval of the Commander, the Field 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 Sweden and the other concerned governments.

## Article 7

The Government of the Kingdom of Sweden agrees that all orders, directives, and policies of the Commander issued to the Field 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 twenty-seventh day of June, 1951.

For the Government of the United States of America:

Dean Acheson

For the Government of the Kingdom of Sweden: Erik Boheman