

No. 3040

**BELGIUM
and
UNITED STATES OF AMERICA**

**Agreement concerning participation of the Belgian forces in
United Nations operations in Korea. Signed at Wash-
ington, on 15 July 1955**

Official texts : French and English.

Registered by Belgium on 14 December 1955.

**BELGIQUE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord concernant la participation des forces belges aux
opérations des Nations Unies en Corée. Signé à Washing-
ton, le 15 juillet 1955**

Textes officiels français et anglais.

Enregistré par la Belgique le 14 décembre 1955.

No. 3040. AGREEMENT¹ BETWEEN THE GOVERNMENT OF BELGIUM AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING PARTICIPATION OF THE BELGIAN FORCES IN UNITED NATIONS OPERATIONS IN KOREA. SIGNED AT WASHINGTON, ON 15 JULY 1955

This Agreement between the Government of Belgium and the Government of the United States of America (the executive agent of the United Nations Forces in Korea) shall govern relationships in matters specified herein for forces furnished by the Government of Belgium 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, 1950⁴.

Article 1

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

Article 2

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

¹ Came into force on 15 July 1955, upon signature, in accordance with article 9. This agreement does not apply to the territories of the Belgian Congo and Ruanda-Urundi.

² United Nations, *Security Council, Official Records, Fifth Year, No. 15, p. 4.*

³ United Nations, *Security Council, Official Records, Fifth Year, No. 16, p. 4.*

⁴ United Nations, *Security Council, Official Records, Fifth Year, No. 18, p. 8.*

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

Article 3

Classified items, specialized items, or items in short supply furnished to the Government of Belgium by the Government of the United States of America will be returned to the Government of the United States of America upon request, as a credit against the cost of materials, supplies, and services previously furnished. If the Government of Belgium determines at the time of redeployment of its forces 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 members of its armed forces or for loss, damage, or destruction of its property or property of members of its armed forces caused in Korea by members of the armed forces of the other party. Claims of any other Government or its nationals against the Government or nationals of the Government of Belgium or vice versa shall be a matter for disposition between the Government of Belgium and such third government or its nationals.

Article 5

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

Article 6

The requirements of the Belgian forces for Korean currency will be supplied under arrangements approved by the Commander; provided, however, that settlement of any obligation of the Government of Belgium for use of such currency will be a matter of consideration between the Government of Belgium and the com-

petent authorities of Korea. If, with the approval of the Commander, personnel and agencies of the Government of Belgium use media of exchange other than Korean currency in Korea, obligations arising therefrom will be a matter for consideration and settlement between the Government of Belgium and the other concerned governments.

Article 7

The Government of Belgium agrees that all orders, directives, and policies of the Commander issued to the Belgian forces 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 on, before, or after that date.

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

DONE at Washington, in the French and English languages, the two texts having equal authenticity, this fifteenth day of July 1955.

For the Government of Belgium :

(Signed) SILVERCRUYS

For the Government of the United States of America :

(Signed) Herbert HOOVER Jr.