

No. 18613

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**UNITED STATES OF AMERICA  
and  
KOREA**

**Exchange of notes constituting an agreement on medical  
treatment for Korean veterans. Seoul, 3 February 1978**

*Authentic text: English.*

*Registered by the United States of America on 18 April 1980.*

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

**Échange de notes constituant un accord relatif au traitement  
médical des anciens combattants coréens. Séoul, 3 fé-  
vrier 1978**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 18 avril 1980.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN  
THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA  
ON MEDICAL TREATMENT FOR KOREAN VETERANS

I

EMBASSY OF THE UNITED STATES OF AMERICA

February 3, 1978

No. 19

Excellency,

I have the honor to refer to the consultations between the representatives of our two Governments concerning the establishment of a humanitarian program for Korean veterans of the Korean and Vietnamese conflicts through the provision of medical treatment, plastic surgery and services leading to and provision of artificial extremities and to confirm the following arrangements agreed upon as a result of these consultations.

1. The United States Veterans Administration (V.A.) will provide medical treatment to Korean veterans of the Korean and Vietnam conflicts in V.A. hospitals in the United States, subject to the availability of facilities. This treatment includes but is not limited to paraplegic devices, prosthetic devices and plastic surgery.

2. The Republic of Korea Veterans Administration (ROKVA) will pay all costs for services performed and expenses incurred by the Veterans Administration in connection with the assistance specified in paragraph 1 above.

3. The ROKVA will pay travel and related expenses in bringing the veterans to the U.S. hospitals and in returning them to Korea.

4. The ROKVA will deposit in a U.S. dollar special fund Dollars 18,000 with the Veterans Administration.

5. The V.A. will account for all costs incurred in the administration of this program and will charge these costs against the dollar fund established by the ROKVA and will provide the ROKVA with quarterly accounting reports. Financial reports will provide data on cumulative deposits into the fund from the ROKVA, amounts disbursed, amounts accrued for unbilled expenses, and the unexpended balance.

6. The V.A. will request additional fund deposits from the ROKVA when the financial reports indicate that a replenishment is necessary. The ROKVA will promptly remit such additional funds upon receipt of the V.A. request.

7. Payments are to be made by U.S. dollar check, payable to the U.S. Veterans Administration.

8. Promptly upon the completion of the project, the V.A. will submit to the ROKVA a statement setting forth all expenditures made under this arrangement. Any money remaining in the fund will be refunded to the ROKVA as soon as the V.A. has determined that all charges to the program have been properly accounted for.

9. The V.A. will send all accounting reports to the following address: Republic of Korea Veterans Administration 94-151 Yeongdeungpo-Dong, Yeongdeungpo-Gu, Seoul, Korea.

10. The ROKVA will ensure that all patients return to Korea as soon as they have completed their medical treatment.

<sup>1</sup> Came into force on 3 February 1978, the date of the note in reply, in accordance with the provisions of the said notes.

11. The ROKVA agrees that no claim relating to this arrangement will be brought by the ROKVA against the Government of the United States or its employees that may arise as a result of the services furnished under this arrangement, and further agrees to hold the Government of the United States harmless against any and all liabilities that may arise as a result of the services furnished under this arrangement.

12. The present arrangement may be amended by mutual consent of both parties.

13. The present arrangement shall remain in force until sixty (60) days after receipt by either party of written notification of the intention of the other to terminate it. In the event of such termination the parties will consult regarding closing the program.

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor to propose that the present Note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments in this matter which shall come into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

[Signed — Signé]<sup>1</sup>  
For the Ambassador  
of the United States

His Excellency Kim Jae Myung  
Administrator  
Republic of Korea Veterans Administration  
Seoul

## II

### VETERANS ADMINISTRATION REPUBLIC OF KOREA

February 3, 1978

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

[See note I]

I have further the honor to inform Your Excellency that the foregoing is acceptable to the Government of the Republic of Korea and to confirm that Your Excellency's Note and this reply thereto constitute an agreement between our two Governments in this matter, which shall enter into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.

[Signed — Signé]<sup>2</sup>  
For the Administrator  
Republic of Korea Veterans Administration

His Excellency Richard L. Sneider  
Ambassador of the United States of America

<sup>1</sup> Signed by Dennis P. Barrett — Signé par Dennis P. Barrett.

<sup>2</sup> Signed by Kim Jae Myung — Signé par Kim Jae Myung.