

No. 6158

**SWEDEN, NORWAY, DENMARK, REPUBLIC OF KOREA
and UNITED NATIONS KOREAN RECONSTRUCTION
AGENCY (UNKRA)**

**Agreement (with Annex) for the Establishment and Operation
of a National Medical Center in Korea. Done at
Seoul, on 13 March 1956**

Official texts: English and Korean.

Registered by Sweden on 8 May 1962.

**SUÈDE, NORVÈGE, DANEMARK, RÉPUBLIQUE DE
CORÉE et AGENCE DES NATIONS UNIES POUR LE
RELÈVEMENT DE LA CORÉE (UNKRA)**

**Accord (avec annexe) relatif à la création et au fonctionne-
ment d'un Centre médical national en Corée. Fait à
Séoul, le 13 mars 1956**

Textes officiels anglais et coréen.

Enregistré par la Suède le 8 mai 1962.

No. 6158. AGREEMENT¹ BETWEEN SWEDEN, NORWAY, DENMARK, THE REPUBLIC OF KOREA AND THE UNITED NATIONS KOREAN RECONSTRUCTION AGENCY (UNKRA) FOR THE ESTABLISHMENT AND OPERATION OF A NATIONAL MEDICAL CENTER IN KOREA. DONE AT SEOUL, ON 13 MARCH 1956

Whereas under the terms of Resolution 410 (V)² passed by the General Assembly of the United Nations in its 314th Plenary meeting on 1 December, 1950, the United Nations Korean Reconstruction Agency was established for the purpose of providing assistance to the people of the Republic of Korea in the task of economic reconstruction, and the need for such assistance is urgent, and

Whereas the Government of the Republic of Korea desires to establish a "National Medical Center" at the Seoul City Hospital in Seoul, Korea, hereinafter referred to as the "Medical Center", for providing medical care and for the training of Korean doctors, advanced medical students, nurses and technicians, and in order to further the friendly ties which have already been strengthened between the peoples of the Republic of Korea and the Scandinavian countries, by the latter's contribution in medical activities to the people of the Republic of Korea during and since the Korean war,

Whereas the United Nations Korean Reconstruction Agency desires to rehabilitate and reconstruct the Medical Center, and

Whereas the Governments of Sweden, Norway and Denmark desire to make a contribution to the humanitarian work of the United Nations Korean Reconstruction Agency in Korea, to be used to equip and supply and provide professional and technical personnel for the Medical Center, and

Whereas it is the mutual desire of the Governments of the Republic of Korea, Sweden, Norway and Denmark and of the United Nations Korean Reconstruction Agency to rehabilitate and reconstruct, equip and supply, and provide professional and technical personnel for the Medical Center as soon as possible,

The Government of Sweden, represented by Baron K. G. Lagerfelt, Swedish Minister to Japan, the Government of Norway, represented by Hersleb Vogt, Norwegian Minister to Japan, the Government of Denmark, represented by Karl

¹ Came into force on 13 March 1956, upon signature, in accordance with article XIII.

² United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20* (A/1775), p. 31.

Kruse, Danish Minister to Japan, (hereinafter jointly referred to as the "Scandinavian Governments"), the Government of the Republic of Korea, represented by Cho Chung Wan, Acting Minister of Foreign Affairs, (hereinafter referred to as the ROK Government and the United Nations Korean Reconstruction Agency, represented by John B. Coulter, Agent General, (hereinafter referred to as "UNKRA"), have agreed as follows :

Article I

The Medical Center which is to serve as a national institution for the improvement of medical services and the elevation of medical standards, is intended to be included in the public health and medical care system of the Republic of Korea.

Article II

The Medical Center shall initially be the joint enterprise of the parties to this Agreement as a part of the UNKRA rehabilitation program in Korea.

Article III

The ROK Government shall :

(1) Make available such buildings and grounds of the Seoul City Hospital of Seoul and such additional land as is required for the necessary extension of the hospital and for the construction of living quarters for the hospital staff, according to plans to be agreed to by the parties ;

(2) provide the hwan currency required for procurement of necessary local materials and for payment of labor recruited for the rehabilitation and reconstruction of the Medical Center, including the construction of the hospital staff living quarters ;

(3) provide the hwan currency required for the receipt, handling, storage and inland transportation of materials, supplies and equipment imported by UNKRA for the reconstruction and rehabilitation of the Medical Center, from on board ship to the point of final installation ;

(4) provide for the maintenance, upkeep and repair of the buildings and grounds of the Medical Center, including the payment of the Korean maintenance personnel ;

(5) provide Korean professional and ancillary personnel necessary to fully staff the Medical Center, including the payment of all salaries and expenses in connection therewith ;

(6) provide heat, light, water and security for the Medical Center buildings and staff living quarters ;

(7) provide gasoline, oil and lubricants for Medical Center vehicles ;

(8) assume all expenses for the care of patients (both paying and relief patients) including food, not otherwise especially provided for in this Agreement ;

(9) make budgetary provisions for the availability of funds necessary for the undertakings enumerated in the present Article, as and when required.

On the basis of the present monetary situation, it is estimated that the necessary funds to cover the cost of the services and goods enumerated in sub-paragraphs (4) through (8) above, will be 167,000,000 hwan for the reconstruction period, 173,000,000 hwan for the first year of full activity, and a corresponding amount per year during the rest of that period (which may be subject to slight revision according to the fiscal condition) as long as the Scandinavian Governments make contributions to the Medical Center.

It is understood that the figures given, both as regard quantities and costs, will be subject to adjustment in the light of practical experiences, so that the factual amounts and costs will at all times be adequately covered, as may be agreed between the parties.

Article IV

(1) The ROK Government shall extend to the professional and technical personnel recruited by the Scandinavian Governments pursuant to this Agreement, those privileges and immunities conferred on UNKRA personnel under the terms of the Convention on Privileges and Immunities of the United Nations,¹ as confirmed by the exchange of letters between the ROK Government and the Secretary-General of the United Nations of 21 September 1951² and by Article I, paragraph 2, of the Agreement for a Program of Economic Assistance between the ROK Government and UNKRA of 31 May 1954 ;

(2) The ROK Government shall grant exemption from import duties and other taxes on goods imported into Korea for the operation of the Medical Center and for the use or consumption of its Scandinavian staff.

Article V

The Scandinavian Governments shall :

(1) Recruit and appoint Scandinavian personnel in a number of around eighty (80) for the operation of the Medical Center ;

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263 ; Vol. 4, p. 461 ; Vol. 5, p. 413 ; Vol. 6, p. 433 ; Vol. 7, p. 353 ; Vol. 9, p. 398 ; Vol. 11, p. 406 ; Vol. 12, p. 416 ; Vol. 14, p. 490 ; Vol. 15, p. 442 ; Vol. 18, p. 382 ; Vol. 26, p. 396 ; Vol. 42, p. 354 ; Vol. 43, p. 335 ; Vol. 45, p. 318 ; Vol. 66, p. 346 ; Vol. 70, p. 266 ; Vol. 173, p. 369 ; Vol. 177, p. 324 ; Vol. 180, p. 296 ; Vol. 202, p. 320 ; Vol. 214, p. 348 ; Vol. 230, p. 427 ; Vol. 231, p. 347 ; Vol. 247, p. 384 ; Vol. 248, p. 358 ; Vol. 252, p. 308 ; Vol. 254, p. 404 ; Vol. 261, p. 373 ; Vol. 266, p. 363 ; Vol. 270, p. 372 ; Vol. 271, p. 382 ; Vol. 280, p. 346 ; Vol. 284, p. 361 ; Vol. 286, p. 329 ; Vol. 308, p. 300 ; Vol. 316, p. 268 ; Vol. 340, p. 323 ; Vol. 376, p. 402 ; Vol. 381, p. 348 ; Vol. 399, p. 249 ; Vol. 405, p. 275 ; Vol. 411, p. 289 ; Vol. 415, p. 422 ; Vol. 423, and Vol. 426.

² United Nations, *Treaty Series*, Vol. 104, p. 323.

(2) Finance the cost of recruitment, logistical support, transportation to and from Korea, administrative services, payment of full salaries, benefits and emoluments accruing to the Scandinavian staff selected by virtue of this Agreement, on such rates, scales and standards as shall be determined by the Scandinavian Governments ;

- (a) The Medical Mission members shall furnish their own food and employ personal servants, interpreters, cooks, drivers and other personal assistants and pay for these services themselves ;
- (b) Further, logistical support includes heat, water, electricity for the Mission staff living quarters, POL and maintenance of personnel staff carrying vehicles provided for the use of the Medical Mission.

(3) Finance the procurement, transportation and maintenance of certain medical equipment and supplies and the importation of certain dietetic food supplies to be obtained from non-Korean sources for the Medical Center, which equipment, supplies and food shall be deemed essential by the Scandinavian staff appointed under this Agreement for the proper operation of the Medical Center ;

(4) To this end, make cash contributions to UNKRA each Government in equal amounts, to cover expenses of the undertakings enumerated above under (2) and (3), in the equivalent of amounts not exceeding US \$2,000,000 for the construction and rehabilitation period, and after the rehabilitation period (the end of which shall be determined by subsequent agreement of the parties hereto, but not be later than 1 January 1958) of an amount not exceeding the equivalent of US \$1,500,000 annually for a further period of five years.

Article VI

UNKRA shall :

(1) Rehabilitate and reconstruct the Medical Center and construct additional facilities and living quarters for the hospital staff according to plans and specifications to be agreed upon between the parties hereto ;

(2) meet the requirements of the project by providing for imported materials and services for the physical rehabilitation of the project (exclusive of medical equipment) ;

(3) provide the team of professional and technical personnel supplied under this Agreement with the necessary accommodation, initially furnished and equipped, as agreed between the parties ;

(4) provide the Medical Center with transportation facilities.

For the undertakings enumerated above in (1) through (4), UNKRA has allocated US \$2,400,000 under its FY 1954 Program.

Article VII

UNKRA shall administer and disburse the funds contributed by the Scandinavian Governments for the purposes specified above in Article V according to a plan of expenditure agreed upon between the parties. UNKRA shall initiate without undue delay procurement action for equipment and supplies. The procurement program shall be drawn up and carried out in agreement with the ROK and the Scandinavian Governments.

Article VIII

UNKRA shall provide administrative assistance to the Scandinavian staff under this Agreement to the extent practicable under the conditions existing in Korea, with respect to visas, travel arrangements in Korea and similar services. Any cost incurred for such services shall be a charge against the plan of expenditure covered by the contribution of the Scandinavian Governments.

Article IX

In order to ensure the proper operation of the Medical Center, cooperative arrangements have been agreed upon as set forth in the Annex¹ "Regulations Regarding the Operation of the National Medical Center in Korea".

Article X

The present Agreement shall remain in effect for a period of five years from the date on which the parties to the Agreement have agreed that the construction and rehabilitation of the Medical Center was completed.

If UNKRA ceases its activities in the Republic of Korea, it may transfer to the Scandinavian Governments any of its rights, duties or responsibilities under this Agreement. The Scandinavian Governments, acting jointly, or the ROK Government, may after the completion of the period of reconstruction, terminate this Agreement, by giving not less than six months' notice in writing.

Article XI

The Scandinavian Governments shall organize a Representative Committee consisting of representatives of the respective Governments. The Committee shall

¹ See p. 268 of this volume.

designate an Executive Officer who shall be the Chief of the Scandinavian Medical Mission and the administrative representative in Korea of the Committee. The Committee, through the Executive Officer, shall submit to UNKRA a plan of expenditure. Upon approval of the plan, UNKRA shall advance to the Executive Officer, within the limits of the Scandinavian contribution, funds required for the execution of this plan of expenditure.

The Committee, through the Executive Officer, shall periodically submit to UNKRA statement of its expenses (UNKRA reserves the right to audit the accounts kept by the Executive Officer and all invoices, vouchers, etc., supporting its statement of expenses). The procedures necessary for such accounting shall be subject to agreement between the Executive Officer and the Comptroller of UNKRA.

Advances made by UNKRA shall be in the same currencies contributed by the Scandinavian Governments to UNKRA, except to the extent that UNKRA has use for such contributed currencies for its own expenses on this or other projects, it may substitute other convertible currencies for the Scandinavian currencies or, in agreement with the Committee, undertake procurement in third countries for the Committee.

Article XII

All materials, equipment, supplies and services imported by UNKRA for the reconstruction and operation of the Medical Center shall, pursuant to the procedures established in the "Agreement for a Program of Economic Assistance to Korea between the Government of the Republic of Korea and UNKRA", become the property of the Medical Center and shall be used at the Medical Center solely for the execution of the work of the Center and in conformity with the regulations established by the Governing Board created pursuant to Article IX of this Agreement.

Article XIII

The present Agreement enters into force on this its day of signature.

The text of this Agreement and the Annex thereto shall be in both the Korean and English languages. Should a difference in interpretation arise, the English version shall prevail.

DONE in quintuplicate at Seoul, Korea, on this Thirteenth day of March in the year nineteen hundred and fifty-six.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year above written :

For the Government of Sweden :

K. G. LAGERFELT

[L. S.]

For the Government of Norway :

Hersleb VOGT

[L. S.]

For the Government of Denmark :

K. KRUSE

[L. S.]

For the Government of the Republic of Korea :

Cho Chung WAN

[L. S.]

For the United Nations Korean Reconstruction Agency :

John B. COULTER

[L. S.]

ANNEX

REGULATIONS REGARDING THE OPERATION OF THE NATIONAL MEDICAL CENTER IN KOREA

Whereas the Medical Center, according to the Agreement,¹ is to be operated by the Scandinavian Mission for a period of five years, and

Whereas during the said period the Center is to be used for the treatment of patients, the education of Korean doctors, nurses, technical personnel and for the education of senior medical students,

The following regulations regarding the operation of the Center are agreed upon by the parties to the Agreement as an integral part of the Agreement.

Administration

S. I

The Center is to be administered by a Governing Board. The Board will supervise and control the activities of the Center, and will recommend and decide in all matters relating to the administration of the Center, it being understood that the responsibility of

¹ See p. 256 of this volume.

the Korean Director versus the Government of the Republic of Korea for the proper use of the Republic of Korea governmental appropriated funds shall not be interfered with by the Board.

The Korean Director will keep the Republic of Korea Minister of Health and Social Affairs informed of all decisions or recommendations made by the Governing Board.

Cooperative arrangements shall be made between the Scandinavian Mission and the Republic of Korea authorities concerned to ensure the good and proper relation between the Korean authorities and the Medical Center.

A list of the Scandinavian personnel shall be communicated to the Government of the Republic of Korea prior to their entry into the Republic.

Should the Republic of Korea Minister of Health and Social Affairs object to a decision or recommendation by the Governing Board, the Governing Board will put this question on the agenda for its next meeting which shall take place within seven days.

Should a satisfactory solution not be reached through the procedure established in the previous paragraph and by discussion between the parties, the problem will be re-discussed through diplomatic channels.

The Governing Board

S. II

The Governing Board will be composed of six members.

Three members will be appointed by the Government of the Republic of Korea. One of these will be the Korean Director.

Three members will be appointed by the Representative Committee in Scandinavia, see Article XI of the Agreement. One of these will be the Chief of the Scandinavian Mission.

Six alternate members shall be appointed in the same manner.

The Chief of the Scandinavian Mission will be the Chairman of the Board.

S. III

The Board forms a Quorum only when six members are present. Each member has one vote. In the event of the equality of votes, the vote of the Chairman is decisive.

The Board will meet at least once every fortnight, and meet when requested by the Chairman of the Board or the Korean Director.

S. IV

The Board will establish the policy of the administration of the Center.

All matters of principle or of major importance are to be submitted to the Board for consideration and decision.

The employment of doctors, nurses, laboratory assistants or similar personnel are subject to the consent of the Board.

The Board will make a monthly survey of the financial status of the Center.

The Board will make proposals and recommendations to the Republic of Korea Ministry of Health and Social Affairs pertaining to the use of the funds contributed by the Government of the Republic of Korea.

The Korean Director

S. V

The Korean Director :

(a) is responsible to the Government of the Republic of Korea for the proper use of the funds which the latter has appropriated to the Center ;

(b) is responsible for the appointments and discharge and the payment of salaries of the required Korean personnel ; with regard to the responsibilities of the Board in this matter, see para. IV, al. 3. ;

(c) shall ensure the adherence by the Korean personnel employed by the Center, including its out-patient departments, to the regulations established concerning the functions of the Center and to the regulations for the admission of patients ;

(d) is responsible for cleaning and washing, and for the procurement of food for the patients (see, however, Article V (3) of the Agreement) ;

(e) is responsible for the supplying of the Center and the Korean staff living quarters with heat, electricity and water, and the procurement of gasoline, oil and lubricants for the motor pool of the Center ;

(f) is responsible for the maintenance of the buildings and grounds belonging to the Center.

The Chief of the Scandinavian Mission

S. VI

The Chief of the Scandinavian Mission :

(a) is responsible to the Representative Committee in Scandinavia and to UNKRA with regard to the proper use of the funds appropriated by them, see Article XI of the Agreement.

(b) is responsible for all matters relating to the Scandinavian personnel, including matters set forth in Article V (2), (a) and (b) in the Agreement.

(c) is responsible for the upkeep and maintenance of the medical equipment and the procurement of supplementary food for patients.

(d) shall ensure the adherence by the Scandinavian personnel employed by the Center, including its out-patient departments, to the regulations established concerning the functions of the Center and to the regulations for the admission of patients.

(e) shall ensure that the tasks mentioned under S. V. (b) through (f) are carried out through the Korean Director in a satisfactory manner.

Head of Department

S. VII

The Head of each Department :

(a) will be a Scandinavian.

(b) has the full authority and responsibility for the proper functioning of the department concerned and over the activities within the department of all department personnel.