

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 fonctionnement 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.