

Appendix Six

AGREEMENTS WITH MILITARY AUTHORITIES CONCERNING UNRRA COUNTRY PROGRAMS

SECTION I: AGREEMENTS CONCERNING UNRRA'S OPERATIONS IN THE BALKANS

- 1a. *The "Cairo Agreement between Allied Military Headquarters (Balkans) and UNRRA for Participation of UNRRA in the Balkans—Greece, Yugoslavia, and Albania—during Period of Military Responsibility, Signed by Major General I. T. P. Hughes, Commanding Allied Military HQ (Balkans), Brigadier General Benjamin F. Giles, USAFIME, and Herbert H. Lehman, 3 April 1944*

1. Assumptions. (a) That UNRRA will take over MERRA [Middle East Relief and Refuge Administration]; (b) that it is essential that not more than one Allied organisation should function independently on relief work in the Balkans at any one time, and that during the period of military responsibility, UNRRA will not function as an independent body within the Balkans but will be the agency to assist in carrying out certain tasks and will be completely under Allied military direction and control; (c) that UNRRA will provide the necessary personnel to carry out the tasks allotted to it by the Military Comd. during the period of Military responsibility, and that UNRRA will undertake to remove any such UNRRA personnel at the request of the Military Comd.; (d) UNRRA will be responsible for the immediate administrative supervision and control of civilian personnel and organisations assisting in the tasks allotted to it by the Military Comd. during the period of military responsibility, including personnel furnished by voluntary societies.

2. Tasks. A. Acting as the agent of Allied Military Liaison Forces under its direction and control UNRRA will perform the tasks mentioned below, acting under directives issued by AML through regional or district headquarters:

1. Medical. To prevent the spread of disease and to see that the best use is made of the technical equipment and stores that are being brought in, and render whatever practical medical assistance may be necessary.

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ii. Relief. To assist the local administrations in setting up Centres for the relief of those members of the population who are totally destitute and to provide so far as practicable necessary welfare services. To give assistance to displaced persons and aid in their return and repatriation.

iii. Supplies. To determine the persons to whom and the media through which relief supplies shall be distributed, and to carry out the necessary supervision of distribution of supplies with a view of ensuring equitable distribution and endeavouring to limit black market and other irregular activities.

iv. Emergency rehabilitation. To assist in such emergency rehabilitation in agriculture, industry, transportation, public utilities and services as may be necessary to relief.

B. To provide the necessary executive personnel, who, during the period of military responsibility, will furnish assistance from the beginning in the relief and rehabilitation planning and will make the necessary arrangements and plans for UNRRA to take over in the subsequent period, and also to deal with all personnel problems that may arise with UNRRA personnel. UNRRA's participation in planning activities is subject at all times to the overriding responsibility and authority of the military to develop and determine all plans for Balkan relief and rehabilitation activities during the military period.

3. Plan. A plan is put forward in Appendix "A" so that UNRRA may have an idea of the numbers and type of personnel that may be required to carry out the task allotted to them by the military authorities during the period of military responsibility.

AGREEMENT

Subject to the ratification of higher authority, this paper establishing the relationship between the Allied Military Headquarters (Balkans) and the United Nations Relief and Rehabilitation Administration is hereby agreed.

1b. APPENDIX "A"

PLAN FOR PARTICIPATION OF UNRRA IN BALKANS DURING PERIOD OF MILITARY RESPONSIBILITY, 31 MARCH 1944

1. Allied Military Headquarters (Balkans). It is proposed that a senior UNRRA Liaison Officer should be appointed forthwith to this HQ with the necessary Staff who would take full responsibility for all UNRRA personnel employed by AML Forces.

It is assumed that the task allotted to executive UNRRA personnel under task (B) will be carried out on this level vis a vis this HQ by the Director of UNRRA, ME and his supporting staff.

2. Allied Military Liaison Force (Greece). To assist AML Forces in carrying out task (A) the following personnel will be required:

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(i) Medical. Personnel to form teams under the following technical headings:

| | | |
|-------|---|-----|
| 2 | Mobile Water Purifier Units | 4 |
| 20 | Mobile Hygiene and First Aid Units | 200 |
| 2 | Field Bacteriological Units | 12 |
| 7 | Static Disinfectant Units | 14 |
| 24 | Stores Officers | 24 |
| 100 | Public Health Welfare Assistants | 100 |
| 52 | Medical Supply & Tpt. Unit Drivers | 52 |
| (ii) | Relief | |
| 10 | Relief Teams each of 10 persons | 100 |
| (iii) | Reserves for above | 51 |
| (iv) | Supplies. This question is at present under consideration. The following is a preliminary estimate: | |
| 10 | teams, each of 6 executive persons | 60 |
| (v) | Emergency Reconstruction | |
| | Agriculture | 8 |
| | Industry | 8 |
| | Transportation | 8 |
| | Public Utilities | 8 |

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To carry out task (B) it is suggested that it must be the responsibility of UNRRA to estimate the personnel requirements. A.M., HQ (Balkans) would be pleased to offer any suggestions and advice which UNRRA may wish to call for in arriving at this figure.

3. Allied Military Liaison Force (Yugoslavia). To assist AML Force in carrying out task (A) the following personnel will be required:

| | | |
|-------|---|-----|
| (i) | Medical | 113 |
| (ii) | Relief. 2 Relief Teams each of 10 persons | 20 |
| (iii) | Reserves for above | 12 |

NOTE: In addition, arrangements are at present being made by MERRA to obtain certain personnel from Yugoslavia refugees now in M.E. for both Relief and Medical work.

(iv) Supplies. An estimate is very difficult to make in view of the most uncertain political situation and the general lack of United Nations policy toward Yugoslavia, but it is considered that a reasonable estimate would be

| | | |
|-----|--------------------------|----|
| 30. | | 30 |
| (v) | Emergency reconstruction | |
| | Agriculture | 4 |
| | Industry | 4 |
| | Transportation | 4 |
| | Public Utilities | 4 |

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To carry out task (B) it is suggested that it must be the responsibility of UNRRA to estimate the personnel requirements. A.M., HQ (Balkans) would be pleased to offer any suggestions and advice which UNRRA may wish to call for in arriving at this figure.

4. Allied Military Liaison Force (Albania). To assist AML Force in carrying out task (A) the following personnel will be required:

(i) Medical. Personnel to form teams under the following technical headings:

| | |
|---|----|
| 6 Mobile Hygiene and First Aid Units | 60 |
| 1 Mobile Water Purifier Unit | 2 |
| 1 Field Bacteriological Unit | 6 |
| 3 Static Disinfectant Units | 6 |
| 6 Stores Officers | 6 |
| 15 Public Health Welfare Assistants | 15 |
| 14 Medical Supply & Tpt. Unit Drivers | 14 |
| (ii) Relief. | |
| 3 Relief teams each of 10 persons | 30 |
| (iii) Reserves for above | |
| | 12 |
| (iv) Supplies. As the quantity of supplies to be sent to Albania is not yet firm, it is difficult to make an accurate estimate, but it is suggested that one team should be adequate. | |
| | 6 |
| (v) Emergency reconstruction. | |
| Agriculture | 2 |
| Industry | 2 |
| Transportation | 2 |
| Public Utilities | 2 |

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To carry out task (B) it is suggested that it must be the responsibility of UNRRA to estimate the personnel requirements. A.M., HQ (Balkans) would be pleased to offer any suggestions and advice which UNRRA may wish to call for in arriving at this figure.

5. Summary of total estimated UNRRA personnel required for Balkan commitment during period of military responsibility

| | <i>Teams to Carry Out Medical, Relief, Supply and Emergency Reconstruction Task</i> | <i>Reserves</i> | <i>Total</i> |
|------------|---|-----------------|--------------|
| Greece | 598 | 51 | 649 |
| Yugoslavia | 179 | 12 | 191 |
| Albania | <u>153</u> | <u>12</u> | <u>165</u> |
| | <u>930</u> | <u>75</u> | <u>1,005</u> |

As already stated above, no figure has been put down for the UNRRA personnel required to carry out task (B).

NOTE 1. The Voluntary Society personnel already supplied or earmarked by MERRA are included in total figure given above.

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NOTE II. Provision of administrative and clerical personnel, transport and equipment to carry out tasks allotted to UNRRA personnel during the period of military responsibility has not been made in AML Forces plans.

Letters Defining the Scope of UNRRA's Assumption of the Functions of MERRA

1C. HERBERT H. LEHMAN TO THE RIGHT HONORABLE LORD MOYNE, MINISTER RESIDENT IN THE MIDDLE EAST, 3 APRIL 1944

Mr. Jackson¹ has informed me of the discussion which he has had with Sir William Croft, Mr. Matthews, and representatives of G.H.Q. on the subject of the extent to which UNRRA should absorb the total functions now performed by MERRA. I understand that it is the view of these various representatives of His Majesty's Government in the Middle East that UNRRA should preferably absorb the entire operations now carried on by MERRA rather than leaving a part of the operations to be carried on under purely British auspices.

I have given this matter careful consideration, and I am now prepared to advise the British Government to the following effect: UNRRA will, if the British Government agrees, be prepared to carry out all functions which in general have hitherto been performed by MERRA. I understand that this will include the following:

First: the immediate administrative and financial responsibility for the camps directly operated by MERRA in Syria, Palestine, and Egypt.

Second: responsibility for general supervision of the movements of refugees within the Middle East area, East Africa, the Belgian Congo, and India, and general responsibility for negotiations with the Governments in these areas for the acceptance of additional refugees.

Third: the provision of such advice and assistance as UNRRA may be competent to give to the local authorities responsible for the administration of refugee camps in this area.

I wish to clearly point out that this does not include the undertaking to assume either the direct administrative responsibility nor financial responsibility for camps other than those directly administered by MERRA in Syria, Palestine, and Egypt. With respect to camps in these countries, I am advised that all the refugee camps are directly administered by MERRA with the exception of Souk El Gabb, which is under the direct supervision of Greek authorities. I am advised that this camp has received its supplies from the Ninth Army, and that the billing of these supplies has been arranged through MERRA. In view of the fact that UNRRA will not be directly concerned with the administrative supervision of this camp, I would request that arrangements be made to effect the billing of these

¹ Hugh R. Jackson, afterwards Deputy Director General, Regional Liaison, UNRRA.

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supplies through channels other than UNRRA, since the bills will presumably continue to be sent to the Greek Government.

I believe that the above proposals will accomplish the purpose which you and your representatives desire, of eliminating the necessity of the continuance of any separate unit within the office of the Minister of State for refugee activities.

I should be glad to know of your general agreement with these views, so that Mr. Jackson may make final arrangements in London for the transfer of responsibility on the above basis.

1d. The Right Honorable Lord Moyne to Herbert H. Lehman, 5 April, 1944

I have your letter of the 3rd April outlining the basis upon which, if the British Government agrees, UNRRA will be prepared to carry out all functions which in general have hitherto been performed by MERRA.

This accurately represents the result of the discussions in Cairo on this subject and I am accordingly communicating its terms to my Government together with this reply.

The limitations set out in your letter particularly the disclaimer of financial responsibilities in respect of refugee camps other than those directly administered by MERRA will no doubt form the subject of further discussions in London, as will also the question of the actual date for transfer and the apportionment of liability for claims against MERRA which arise for settlement after the date of transfer.

The results of our discussions on the displaced persons in the territories in question represent, I think, an important step in the assumption of responsibilities with which UNRRA has been called into existence to deal, though it follows from what I have said that the British Government may feel entitled to be relieved of their responsibilities to a still greater extent.

Interpretations of Cairo Agreement

1e. COMBINED CHIEFS OF STAFF TO HERBERT H. LEHMAN, 11 OCTOBER 1944

The Combined Chiefs of Staff have considered the provisional agreement made in Cairo on April 3, 1944, between you and representatives of the military authorities, relating to the participation of UNRRA in relief and rehabilitation in Albania, Greece, and Yugoslavia during the period of military responsibility.

The Combined Chiefs of Staff have confirmed the above-mentioned provisional agreement, subject to the interpretations which are attached hereto.

The Combined Chiefs of Staff reserve the right to amend the agreement in any way in the light of circumstances which may arise regarding military plans or arrangements affecting the area in question.

The decision when the military authorities will relinquish the responsi-

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bility for the administration of relief and rehabilitation will be made by the Combined Chiefs of Staff on the recommendation of the theater commander. It is, however, the intention that this responsibility will be relinquished by the military as soon as circumstances permit.

During the military period, UNRRA communications to or from military areas will be passed through the military commander, except as to matters of administrative and disciplinary control over UNRRA personnel or matters solely concerning the post-military period.

It is understood that the annexed interpretations and the conditions referred to above are acceptable to you.

1f. INTERPRETATIONS OF THE AGREEMENT OF 3 APRIL 1944 CONCERNING PARTICIPATION OF UNRRA IN ALBANIA, GREECE, AND YUGOSLAVIA DURING PERIOD OF MILITARY RESPONSIBILITY

1. UNRRA is to be employed as the agency of the military for relief and rehabilitation in Greece, Albania and Yugoslavia. This means that, as soon as practicable, and in countries where internal relief and rehabilitation activities are decided upon, UNRRA, as an organization, will take over the responsibility of distributing or arranging for the distribution of relief supplies and carrying out the other tasks set out in paragraph 2A of the Cairo Agreement. As long as the period of military responsibility lasts, UNRRA will be under the control of the military authorities, such control taking the form of policy directives issued by Allied Military Liaison or Regional or District Headquarters. UNRRA, however, will operate as an organization as soon as practicable, and, as such, will have its own chain of command, subject to policy directives of the military. The military will retain their organization including regional and district headquarters and UNRRA will have its own organization at headquarters with a regional and district organization under it and will act as agent for the military with its responsibility as to civilian supply that of distribution only. The military headquarters will issue policy directives while the military regional and district headquarters will issue more detailed policy directives in implementation of the headquarters directives. The military will be responsible for general policy on both supply and relief matters, preparing and putting forward requirements, though UNRRA will be consulted at all levels.

2. While all planning must be directed towards achieving the earliest possible employment of UNRRA as set out in paragraph 1 above, it is realized that because of either military operational considerations prevailing at the time of liberation, or the lack of sufficient UNRRA personnel, the military may have to make use of military personnel to carry out, in whole or in part, the tasks assigned to UNRRA in paragraph 1 above. Even at this stage, however, the military planning should make provision for UNRRA units to be employed, as part of the military organization and

in the military chain of command, to carry out so far as possible the task of distribution of relief supplies and for the attachment to all military headquarters of UNRRA liaison officers, who, though not in the military chain of command, would be responsible for matters of general administration in respect of UNRRA personnel and would be used by the military commanders, so far as possible, under the control of and responsible to the military commanders, both as advisers and as their liaison link with local authorities in connection with all relief matters, and particularly in connection with arrangements for the distribution of relief supplies.

3. The change from the military chain of command, set out in paragraph 2, to the UNRRA chain of command, set out in paragraph 1, should be effected as early as possible by decision of the appropriate military authority, in consultation with the senior UNRRA representative. Such change should not be delayed if it can be effected in one area or district, merely because for any reason it could not yet be effected for all areas or districts.

4. As long as military responsibility lasts, the military will make such provision as is possible to assist in the task of distribution, by provision of technical assistance, transport, guards, etc. Such technical assistance, etc., will be entirely under military control, including the decision as to their extent and the areas in which they may be used.

5. At all stages, distribution of relief supplies, whether carried out by a military organization or by UNRRA, will be made without distinction of race, creed or politics, and will be solely on the basis of the needs of the beneficiaries. Military directives will be such as to ensure compliance with this policy.

6. All questions relating to the estimating, screening, procuring and shipping of supplies shall be the sole responsibility of the military authorities.

7. In any area in which in the opinion of the military authorities conditions of chaos or anarchy exist, the military authorities may at their discretion refuse to permit the import or distribution of relief supplies.

8. It is the policy that UNRRA shall be given the responsibility set out in paragraph 1 as early as possible, and all military planning will be directed towards this end, while making provision also for the earlier period envisaged in paragraph 2 above in which it may be necessary for the task of relief and rehabilitation to be carried out, in part at least, by military personnel.

9. The position of the Swedish-Swiss Commission of the International Red Cross is reserved for further discussion. Apart from this, UNRRA will be the sole civilian organization to whom the military will look for assistance in the task of relief and rehabilitation.

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2a. Agreement between Combined Chiefs of Staff and UNRRA as to the Conditions of Service of UNRRA Personnel (Including Members of Voluntary Societies) Serving in the Balkans at the Request of the Military Authorities

1. *General.* (a) The following conditions of service relate to UNRRA personnel serving in the field as agents of the Military Authorities in the Balkans Theatre of Operations in anticipation of or during the period of military responsibility for relief, and shall apply only to the period in which such personnel will be operating at the request of and under the direction of the Military Authorities.

(b) UNRRA personnel will operate under the general direction and control of the Military Commander or his representative and under the immediate administrative supervision and disciplinary control of the representatives of UNRRA. Instructions will be transmitted to personnel through UNRRA. Under field conditions and in certain technical matters, if no appropriate representative of UNRRA is immediately available, it is understood that instructions will be issued directly by the Military Authorities to such personnel.

(c) The Military Authorities will grant to UNRRA personnel such facilities in general as will enable them to carry out the duties assigned to them.

(d) For the purposes of this agreement the term UNRRA personnel includes personnel of voluntary societies serving under the authority of UNRRA. These conditions (subject to the reservation in paragraph 3d) shall apply to Greek, Yugoslav and Albanian voluntary society workers only if employed as members, original or otherwise, of teams or units of voluntary societies formed and taken into the Balkans with previous approval of the military authorities to serve under UNRRA which is the agent of the military.

(e) These terms shall come into operation from the date of arrival of personnel in the Middle-East Theatre of Operations.

2. *Period of service.* (a) Subject to the provision of sub-paragraph b of this paragraph, UNRRA will advise the Military Authorities as to the number of personnel it will undertake to make available in the field.

(b) The period of service under the Military Authorities for all UNRRA personnel concerned will end as soon as the responsibility for relief in the area in which the personnel is operating passes from the Military Authorities to civil agencies. With effect from that date these conditions of service will cease to operate.

3. *Conditions of employment.* (a) No enemy national or other person connected with the enemy by birth, parentage, or marriage will be employed by UNRRA except with the written permission of the Military Authorities.

(b) Each UNRRA employee must be in possession of a permit issued

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by the competent authority (Military Permit Office in the case of U.K.) entitling him/her to travel to the theatre of operations. This will be in addition to any personal references which UNRRA may require personnel to provide.

(c) Each UNRRA employee will carry an identity document of a type agreed between the Military Authorities and UNRRA.

(d) The Military Authorities undertake to endeavour to secure the agreement of the Governments concerned to grant to UNRRA personnel (other than indigenous personnel of the respective countries) the same immunities and privileges as are granted to military personnel.

4. *Discipline.* UNRRA personnel will:

(a) be subject to military law as persons accompanying the Allied armed forces on active service and as such will not be liable to summary punishment.

(b) undertake to refrain from propaganda or political activities, and to avoid any action which might bring discredit upon UNRRA or the Military Authorities—including avoiding any speculation, bartering or profiteering.

(c) be liable to removal from the theatre for misconduct or for other reasons at the request of the Military Authorities and/or UNRRA.

5. *Status.* (a) Certain UNRRA employees will by agreement with the Military Authorities have the relative status of Officers of the forces in order to enable them to perform their functions in conjunction with the Military Authorities, but this will not debar them from any facilities accorded generally in these conditions of service, (e.g. for the issue of equipment, clothing and necessaries they will be regarded by the Military Authorities as of Other Rank or enlisted status). This Officer status may be granted before embarkation or in the field by agreement between UNRRA and the Military Authorities. This status will carry with it the right to such facilities as are appropriate to officers of the forces, e.g. 1st class travel and officers messes, under the usual messing subscription terms, where these are available.

(b) UNRRA personnel will not be treated as protected under Article 10 of the Geneva Convention for the Amelioration of the Condition of the Wounded and Sick in the Armies in the Field.

(c) UNRRA personnel will be regarded as "persons following the armed forces in the field without directly belonging thereto," and will consequently be covered by Article 81 of the Prisoners of War Convention. They will receive a certificate under that article stating that they have the right to be treated as prisoners of war, if captured, and setting out the equivalent Army rank for purposes of status and pay, if captured.

6. *Communications.* The accredited senior representatives in the field of UNRRA and of British and U.S.A. voluntary societies will have the right and will receive facilities from the Military Authorities to communicate with and to receive communications from their respective

headquarters, on matters affecting the work of the personnel, unit or team concerned, subject to the Military Authorities being informed where their interests are in any way affected.

All UNRRA employees will have the right to use the facilities of the Army Postal Service in cases where they are not able to use a civil address. Correspondence will be subject to military censorship, which may be carried out by personnel holding the relative status of Officers of the Armed Forces.

7. *Security.* (a) UNRRA will ensure that the following security instructions are passed to all personnel and that all personnel warned for overseas are made familiar with the applicable portions. "All orders regarding moves abroad are secret and should only be communicated to those immediately concerned. Secrecy and the security of the convoy depend upon the absolute discretion of all personnel in regard to the ship, sailing date, port of embarkation, and destination. Any breach of security will involve the offender in legal proceedings. The use of public or other telephones and despatch of telegrams to and from port of embarkation are forbidden, and letters may not be posted en route once the journey to port has commenced. Letters may be posted aboard ship, but must not be dated and will be subject to censorship. It is strictly forbidden to hand them to anyone for posting on shore."

8. *Pay and/or honoraria of individual employees.* (a) The Military Authorities accept no liability for pay or honoraria for individuals.

(b) If in the early stages, remittances through banking channels are not possible the Military Authorities are prepared to make advances from military funds in order to obviate hardship. The method of paying these advances and of subsequent recovery to be agreed between the military and UNRRA for each area if and when the need for such an arrangement arises.

9. *Accommodation.* The Military Authorities undertake to provide accommodation in the field or in the exceptional cases where the Military Authorities state that they cannot supply accommodation, allowances in lieu thereof. When personnel are not in the field (e.g. when standing by in Cairo) and the Military Authorities are unable to provide accommodation, allowances in lieu will not be paid.

10. *Food.* The Military Authorities undertake to supply rations through the normal military channels or, in the exceptional cases where the Military Authorities state that they are unable to supply rations, allowances in lieu thereof. When personnel are not in the field (e.g. when standing by in Cairo) and the Military Authorities are unable to provide food, allowances in lieu will not be paid.

11. *Transport.* (a) The class of passage for individuals of Officer status (see 5a above) in charge of parties will be as arranged between UNRRA and the Military Authorities.

(b) UNRRA personnel will receive the same facilities with regard to

free travel warrants when travelling on duty or on leave as military personnel.

(c) UNRRA personnel may travel in military vehicles under the same conditions as military personnel.

12. *Medical.* UNRRA personnel will have the right to free medical and dental treatment and admittance to military and civil hospitals on the same conditions as military personnel.

13. *Clothing and necessaries.* (a) *General.* (i) UNRRA staff will wear the prescribed UNRRA uniform. (ii) Workers of voluntary societies will wear khaki battledress or such other uniform as may be agreed between their national Military Authorities and UNRRA. They will wear the shoulder flash agreed upon between UNRRA and the voluntary societies.

(b) *Issues and replacements.* (i) Issues will be made free of charge on loan by the Military Authorities of all items of clothing and necessaries within the scale appropriate to and under the same conditions as for military personnel of non-combatant status in the relevant theatre of operations (but not of the prescribed UNRRA uniform). Additional items issuable to military personnel under certain conditions, e.g. boots, rubber, knee, will also be issuable on the same terms. (ii) Replacements will be made free of charge on loan of articles worn out by fair wear and tear. Avoidable loss or damage will be made good by the individual concerned. The decision as to whether loss or damage was avoidable in any particular case will be made by the senior officer of UNRRA in the area. (iii) Issues and replacements will not be made of uniforms of special design for which permission is given under 13a above.

14. *Personal equipment.* (a) Issues will be made free of charge on loan by the Military Authorities of all items within the scale appropriate to and under the same conditions as for military personnel of non-combatant status, in the relevant theatre of operations.

(b) Replacements will be made free of charge on loan when articles are worn out by fair wear and tear. Avoidable loss or damage will be made good by the individual concerned. The decision as to whether loss or damage was avoidable in any particular case will be made by the senior officer of UNRRA in the area.

15. *Post Exchange and E.F.I. facilities.* Personnel may use Post Exchange and E.F.I. facilities where such are available in the area, but in the case of E.F.I. facilities the permission of the local commander must first be obtained (*vide* W.O. letter No. 103/Gen/7166 (Q2b) of 29th December 1943). Personnel of officer status may make purchases of essential articles from officers' shops only within such limitations and subject to any restrictions which the G.O.C. in C. considers it necessary to apply, having regard to the general stock position and the prior needs of Service officers. The conditions set out above will be generally applicable to all facilities made available by E.F.I. to workers of voluntary societies.

16. *Risks, injuries, etc.* (a) The Military Authorities accept no liability

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for compensation in the case of death, injury, disability or disablement.

(b) The Military Authorities accept liability for third party risks and for accidental damage to or destruction of vehicles owned by UNRRA arising out of employment on military service.

(c) Any other form of Insurance or Compensation is a matter for UNRRA.

17. *Provision of vehicles.* (a) The Military Authorities undertake to supply to UNRRA if available vehicles for relief units.

(b) UNRRA may provide such vehicles as are available and are considered suitable by the Military Authorities. Transportation for such vehicles will be provided free of charge by the Military Authorities.

18. *Services for vehicles belonging to UNRRA.* The Military Authorities undertake to supply free of charge: (a) accommodation for vehicles if available; (b) petrol, oil and lubricants from Army sources; (c) repair in military workshops, if facilities are available; (d) supply of spares and tyres from military sources if available.

19. *Camp equipment and accommodation stores.* (a) The Military Authorities undertake to supply on loan to UNRRA for UNRRA personnel as available camp equipment and accommodation stores and to issue replacements if available free of charge. UNRRA undertakes liability for agreed compensation to the Military Authorities in the event of avoidable loss or damage caused by personnel working under its administrative supervision. The decision as to whether loss or damage was avoidable in any particular case will be made by the senior officer of UNRRA in the area.

(b) UNRRA may provide such additional articles as may be available and for which the Military Authorities agree to provide transport to operational requirements.

20. *Initial medical equipment for relief units.* (a) The Military Authorities undertake to supply to UNRRA as available and if required to carry out duties assigned to UNRRA personnel certain items of the following medical stores as an initial equipment for units. UNRRA undertakes liability for agreed compensation to the Military Authorities in the event of avoidable loss or damage caused by personnel working under its administrative supervision: (i) non-expendable equipment and stores; (ii) expendable drugs and dressings; (iii) protective clothing or equipment.

(b) UNRRA may provide such additional items as may be available and for which the Military Authorities agree to give transportation.

21. *Reservation with respect to Army of the United States.* In view of certain legal disabilities attaching to the disposition of public funds and public property of the United States, nothing in this agreement shall be construed to require or obligate United States military personnel to take any action not otherwise authorized by law. Clauses relating to the advance of moneys or the provision of supplies and services will become operative, insofar as concerns the United States and its military personnel,

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only upon express authorization of the Theatre Commander, supplemental to this agreement.

Letters Confirming and Amending the Conditions of Service of UNRRA Personnel in the Balkans

2b. COMBINED CHIEFS OF STAFF TO HERBERT H. LEHMAN, 18 NOVEMBER 1944

There is enclosed herewith a document setting out the proposed conditions of service of UNRRA personnel (including members of voluntary societies) serving in the Balkans at the request of the Military Authorities during the period of military responsibility for relief and rehabilitation in that area.

The proposed conditions of service have been approved by the Combined Chiefs of Staff.

It is understood that these conditions of service have been discussed with representatives of the Administration and are agreeable to you. It is requested that you will confirm your agreement.

The conditions of service are being transmitted to the Supreme Allied Commander, Mediterranean.

2c. ROY F. HENDRICKSON TO COMBINED CHIEFS OF STAFF, 20 NOVEMBER 1944

In the absence of the Director General, I have to acknowledge receipt of your letter of 18 November enclosing the proposed conditions of service for UNRRA personnel (including members of voluntary societies) serving in the Balkans at the request of the military authorities during the period of military responsibility for relief and rehabilitation in that area.

I have pleasure in informing you that these conditions of service are agreeable to this Administration and represent the terms agreed with the Combined Civil Affairs Committee.

I note that the conditions of service have been transmitted to the Supreme Allied Commander, Mediterranean.

2d. COMBINED CHIEFS OF STAFF TO HERBERT H. LEHMAN, 12 FEBRUARY 1945

By letter dated 18 November 1944 you were notified of the agreed conditions of service for UNRRA personnel serving in the Balkans at the request of military authorities during the period of military responsibility for relief and rehabilitation in that area.

In paragraph 1d of the conditions of service it was stated that the application of conditions to personnel of Greek and Yugoslav societies would be the subject of a supplementary clause.

The Combined Chiefs of Staff have approved the substitution of the following sentence for the last sentence of paragraph 1d of the conditions previously notified to you:

These conditions (subject to the reservation in paragraph 3 d) shall apply to Greek, Yugoslav and Albanian voluntary society workers only if employed as

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members, original or otherwise, of teams or units of voluntary societies formed and taken into the Balkans with previous approval of the military authorities to serve under UNRRA which is the agent of the military.

It is understood that this amendment has been discussed with representatives of the Administration and is agreeable to you. It is requested that you will confirm your agreement.

3a. Agreement between the British Government and the Greek Government, Regarding Questions Concerning Civil Administration, Jurisdiction, and Relief Arising Out of Military Operations in Greek Territory, Signed by R. W. A. Leeper, United Kingdom Ambassador to Greece, and Georges Papandreou, President of the Council of Ministers, 24 November 1944

It is contemplated that a British military force with which will be associated Greek units and which may include personnel of all three services, hereinafter called the force, may enter Greece with the task of expelling the enemy and restoring stable conditions under which relief may be provided for the needs of the Greek people. The agreed arrangements set out below are intended to be essentially temporary and practical and are designed to assist the Commander of the Force in the execution of his task.

1. In areas affected by military operations or in which in his opinion a serious state of disorder exists, the Commander will have the right to exercise supreme responsibility and authority. The areas in which the Commander so exercises authority shall be declared to be "military areas." Where necessary he may delegate his powers in those areas to appropriate commander.

2. Commander will notify the Greek Government as soon as, in his opinion, the situation permits in order that they may assume responsibility for civil administration of such "military areas."

3. The Greek Government will have entire responsibility for civil administration of Greek territory other than areas declared by the Commander to be "military areas." In order that the Commander may be able to discharge his task special arrangements will be made as required between the Greek Government and the Commander to ensure that the force enjoys all facilities including the use of ports and lines of communication and airfields which it may require in territory under the administration of the Greek Government.

4. The Greek Government will appoint a Greek military mission to be attached to the staff of the Commander. The Commander will make the fullest possible use of the advice and assistance which will be tendered to him through the Greek liaison officers in the Greek military mission, particularly in respect of administration of "military areas." It will be within

the discretion of the Commander to make the fullest possible use of Greek local authorities in respect of administration of "military areas."

5. The Commander will bring supplies and provide relief to the distressed population of Greece at the earliest possible time and as far as resources permit. Relief supplies will be distributed in Greece under the general direction of the Commander in such a manner as he may find necessary to ensure equitable distribution on basis of need and without discrimination as to race, religion, nationality or political belief.

6. The Greek Government will give the Commander all possible assistance in order to enable him to execute his task. In particular the Greek Government will: (a) take necessary administrative and legislative steps to ensure that relief supplies brought in by the force and any supplies available locally in Greece are fairly and equitably distributed on basis of need and without discrimination as to race, religion, nationality or political belief; (b) provide to the greatest extent in their power for restoration of essential public services; (c) take all possible steps to ensure safety of personnel and property of the force, and of all persons who are employed by or accompany it including protection of depots, warehouses, buildings, docks and of areas required for import and storage of supplies.

7. In order to facilitate his task of providing relief to the Greek people in the manner set out in paragraph 5, the Commander will have the right to enter into such agreements or such arrangements with any local authorities, agencies, officials or other persons as he may consider necessary for this purpose.

8. (a) Except in areas declared by the Commander to be military areas, members of the Greek armed forces serving in Greek units with the force in Greek territory shall come under the exclusive jurisdiction of Greek courts. Other Greeks who are members of the force and serving in conditions which render them subject to the naval, military or air force law of the force will not be regarded as members of the Greek armed forces for this purpose.

(b) Persons military or civilian who are subject to the exclusive jurisdiction of the Greek authorities may be arrested by the military police or armed guards of the force and detained by them until they can be handed over to the competent Greek authorities.

9. In exercising jurisdiction over civilians, the Greek Government will make necessary arrangements ensuring speedy trial in the vicinity by Greek courts of such civilians as are alleged to have committed offenses against persons, property or security of the force.

10. Without prejudice to the provisions of paragraph 18 service courts and authorities of the force will have exclusive jurisdiction over all members of the force and over all persons not belonging to the force who are nationals of any country other than Greece and who are employed by or who accompany the force and are subject to the naval, military or air force law of the force. The question of jurisdiction over merchant seamen who

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are nationals of any country other than Greece and who are not subject to the service law of the force will require special consideration and should form the subject of a separate agreement.

11. Persons thus subject to the exclusive jurisdiction of service courts and authorities of the force may however be arrested by the Greek police for offenses against Greek law but shall be handed over without delay and with the necessary documents for disposal to the appropriate service authority. A certificate signed by the Commander or by an officer serving under him of field rank or its equivalent, that the person to whom it refers belongs to one of the classes mentioned in paragraphs 10, 14 and 17 shall be conclusive. The procedure of handing over such persons is a matter for local arrangement.

12. The Commander and Greek authorities will take necessary steps to provide machinery for such mutual assistance as may be required in making investigations, collecting evidence and securing the attendance of witnesses in relation to cases triable under Greek jurisdiction or the jurisdiction of the force.

13. There shall be established claims commissions to examine and dispose of claims for compensation for damage or injury preferred by Greek civilians against members of the force exclusive of claims for damage or injury resulting from enemy action or operations against the enemy, and exclusive of claims arising out of acts committed by members of Greek units serving with the force.

14. Members of the force and organizations and persons of non-Greek nationality employed by or accompanying the force and all property belonging to them or to His Majesty's Government and used in furtherance of the Commander's task, shall be exempted from all Greek taxation (including customs) and no such property shall be subject to seizure under Greek law. Taxes shall not be levied against relief supplies distributed in Greece by the Commander except with his consent.

15. In military areas the Commander shall have power to requisition civilian labour, billets and supplies, use of lands, building, transportation and other services for the needs of his command.

Such requisitions will be effected where possible through the Greek authorities and in accordance with Greek law. In other areas the Greek Government will furnish the Commander with all civilian personnel, billets, supplies, lands, buildings, transportation and other services as requested by the Commander for the purpose of carrying out his task. The Commander will also have the right, at his discretion, to control access to any headquarters, depots, warehouses, buildings, docks, or other areas occupied by his authority for the accomplishment of his mission by the force, members thereof or organizations or persons employed by or accompanying the force.

16. The immunity from Greek jurisdiction and taxation resulting from paragraphs 10 and 14 will be extended to such selected civilian officials

and employees of His Majesty's Government present in Greece on duty in furtherance of the purpose of the force as may from time to time be notified by the Commander to the competent Greek authority.

17. In distributing supplies and otherwise providing relief, the Commander will use the services of the United Nations Relief and Rehabilitation Administration (*UNRRA*). All personnel of *UNRRA* and of voluntary societies serving with *UNRRA* who are nationals of any country other than Greece shall be subject to the exclusive jurisdiction of service courts of the force and exempt from taxation in accordance with the provisions of paragraphs 10 to 14. The status and functions of members of Swedish-Swiss relief mission who may be present in Greece at the time of entry of the force are reserved for later settlement.

18. Should circumstances in future be such as to require provision to be made for exercise of jurisdiction in civil matters over members of the force present in Greece or persons employed or accompanying such force who are nationals of any country other than Greece, His Majesty's Government and the Greek Government will consult together as to the measures to be adopted.

19. The Commander may retain, dispose of or make any use which he considers necessary of enemy war material which may come into his hands. The term "enemy war material" means any arms, equipment or other property whatsoever belonging to, used by or intended for use by any enemy military or para-military formations or any members thereof in connection with their operations.

20. Other questions arising as result of the presence in Greek territory of the force (in particular questions relating to finance and currency) which are not dealt with in this agreement shall be regarded as remaining open and shall form the subject of further negotiations as circumstances may require.

Letters Explaining the Agreement

3b. R. W. A. LEEPER, UNITED KINGDOM AMBASSADOR TO GREECE, TO GEORGES PAPANDREOU, PRESIDENT OF THE COUNCIL OF MINISTERS, 24 NOVEMBER 1944

I have the honour to acknowledge the receipt of your letter of 17th November and am glad to note therefrom that the discussions which have taken place between representatives of the United Kingdom and of Greece, concerning the arrangements to be made regarding questions, concerning civil administration, jurisdiction and relief, arising out of military operations in Greek territory, have now led to agreement upon broad conclusions set out in the memorandum of agreement annexed hereto.

2. His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland have considered and approved this memorandum.

3. In view of the terms of Your Excellency's letter, I shall be grateful

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if Your Excellency will inform me whether the Greek Government agree that the present note and Your Excellency's reply, re-iterating the observations set out in Your Excellency's letter of 17th November 1944 and duly noted, shall be regarded as constituting an agreement between our two Governments in this matter.

I take the opportunity of renewing to Your Excellency the assurance of my highest consideration.

3c. GEORGES PAPANDREOU TO R. W. A. LEEPER, 24 NOVEMBER 1944

I have the honour to acknowledge the receipt of your note of this day's date concerning the arrangements to be made regarding questions concerning civil administration, jurisdiction and relief, arising out of military operations in Greek territory.

2. I request Your Excellency to note again the following observations which were contained in my letter of 17th November 1944:

(i) As regards paragraph 6 (a) providing that supplies shall be distributed "without discrimination as to race, religion, nationality or political belief," I would note that such discrimination is forbidden in Greece by the Constitution. Consequently this passage of the text is superfluous.

(ii) It is agreed that the competence of Greek courts throughout the whole of the national territory is in no way affected by the clauses of the Agreement dealing with the question of jurisdiction (paragraphs 8, 9, 10, 11, and 12). Thus, Greek officers and soldiers, even in Military areas shall be subject to the jurisdiction of the Greek courts, excepting those provided for at the end of paragraph 8, and who belong to the Allied armies. This point derives from a fundamental principle of Greek law and should in any case be safeguarded.

(iii) As regards jurisdiction over merchant seamen (paragraph 10), the Greek Government do not consider it necessary, on their part, to sign a special agreement since this question is covered by the provisions of International Law.

(iv) Finally, as regards exemption from taxation and customs provided for by paragraph 16, it is understood that Greek nationals shall not benefit from this immunity.

3. I have the honour to inform you that the Greek Government agree that Your Excellency's note and the present reply shall be regarded as constituting an agreement between our two Governments in this matter.

I take the opportunity of renewing to Your Excellency the assurance of my highest consideration.

SECTION II: AGREEMENTS WITH MILITARY AUTHORITIES
REPRESENTING RECEIVING COUNTRIES

1. *Agreement between British Military Administration (Dodecanese) and UNRRA for Relief and Rehabilitation in the Dodecanese Islands, Signed by Major General A. V. Anderson, Director of Civil Affairs, United Kingdom War Office, and Herbert H. Lehman, 1 August 1945*

British Military Administration (Dodecanese) has requested that the United Nations Relief and Rehabilitation Administration operate in the Dodecanese Islands by the supply of goods and services necessary for relief and rehabilitation and the Administration in conformity with Resolution 59 of the Council of U.N.R.R.A. is prepared to render such assistance to the inhabitants of the Islands of the Dodecanese.

B.M.A. (Dodecanese) represented by Major General A. V. Anderson, C.B., M.B.E., Director of Civil Affairs, War Office, and the Administration represented by the Honourable Herbert H. Lehman, Director General, have therefore agreed as follows:

1. *Supplies.* (a) Within the limits of its resources and of available supplies and transport and subject to the policies of the Council of U.N.R.R.A., the Administration will during the period of this Agreement furnish to B.M.A. (Dodecanese) relief and rehabilitation supplies and services for the Dodecanese Islands and will make no request, and shall have no claim for payment in foreign exchange for the supplies and services so furnished.

- (b) B.M.A. (Dodecanese) will present its request for supplies for the relief and rehabilitation of the Dodecanese Islands to the Administration sufficiently far in advance to enable the Administration to arrange shipping programmes. The Administration will state its programme of supplies to be delivered in response to these requests and will be glad to discuss its programme with B.M.A. (Dodecanese) and to receive any proposals for changes therein.

2. *Transfer and distribution.* (a) The supplies furnished under Article 1 will be consigned to the chief representative of the Administration in the Dodecanese Islands and will be transferred to B.M.A. (Dodecanese) or its designee at such ports of entry as may from time to time be agreed.

- (b) B.M.A. (Dodecanese) will have responsibility for the distribution of such supplies and will ensure that distribution is carried out in conformity with the policies of the Council of U.N.R.R.A.

- (c) B.M.A. (Dodecanese) will inform the Administration and will receive its views regarding plans for and operations regarding the distribution of supplies; such information will include the provision of adequate statistical records and reports.

- (d) B.M.A. (Dodecanese) will afford the Administration opportunity

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to observe the distribution of supplies furnished under this Agreement, to make enquiries with respect to such distribution and generally to satisfy itself that the system of distribution is in accordance with this Agreement.

(e) B.M.A. (Dodecanese) will co-operate with the Administration in making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by U.N.R.R.A. in the Dodecanese Islands.

3. *Services.* The Administration will render such relief and rehabilitation services in respect of health, welfare, displaced persons, and agricultural and industrial rehabilitation as may be agreed between B.M.A. (Dodecanese) and the Administration.

4. *Finance.* (a) B.M.A. (Dodecanese) will furnish to the Administration without charge sufficient amounts of local currency to meet all its expenses of whatsoever nature in the Dodecanese Islands incurred in operations undertaken pursuant to this Agreement.

(b) B.M.A. (Dodecanese) will provide the Administration with a quarterly record of the net proceeds derived from the sale, lease or other transfer of relief and rehabilitation supplies and services furnished by the Administration or in lieu of any actual record will agree with the Administration a lump sum approximation of proceeds.

(c) It will be the policy of B.M.A. (Dodecanese) to use for relief and rehabilitation purposes the net proceeds referred to in paragraph (b) after deducting therefrom the amounts of local currency furnished under paragraph (a). B.M.A. (Dodecanese) will discuss with the Administration its plans for and will receive the Administration's views on such relief and rehabilitation expenditure and will furnish the Administration with periodic reports of such expenditure. Where such proceeds are utilized by the Administration for activities under Article 3, they shall be utilized in accordance with programmes jointly formulated by B.M.A. (Dodecanese) and the Administration.

5. *Administration personnel.* (a) The Administration will be represented in the Dodecanese Islands by a Chief Representative and such other personnel as may be necessary to discharge its responsibilities under this Agreement.

(b) B.M.A. (Dodecanese) will grant the Administration, the Chief Representative and other Administration personnel the immunities and privileges recommended by the Resolutions of the U.N.R.R.A. Council.

(c) B.M.A. (Dodecanese) will provide the Administration personnel with transport facilities (including inter-Island transport), accommodation and such other facilities as may be necessary for the proper discharge of their functions under this agreement.

6. *Period.* (a) This Agreement shall take effect on 1st August, 1945, and shall remain in force for such period as the Islands of the Dodecanese are not determined by the Administration to be in a position to pay for re-

lief and rehabilitation supplies and services in suitable means of foreign exchange.

(b) Notwithstanding paragraph (a) either party may terminate the Agreement by giving to the other party six months notice in writing of its intention to terminate it and in such case this Agreement shall terminate on the expiration of such notice.

(c) Notwithstanding the expiration of this Agreement Articles 2, 4 and 5 shall remain in force for such period thereafter as is necessary for the orderly liquidation of the Administration's operation in the Dodecanese Islands.

7. *Change of status.* Notwithstanding the provisions of Article 6, this Agreement shall automatically come to an end in the event either of a change in the political status of the Dodecanese Islands or of the withdrawal from the Dodecanese Islands of the B.M.A. (Dodecanese). In either of such events it will be the policy of the Administration to make any necessary arrangements for the continuation of assistance to the inhabitants of the Dodecanese Islands in conformity with Resolution 59 of the Council of U.N.R.R.A. and B.M.A. (Dodecanese) will give the Administration sufficient notice of their withdrawal to enable the Administration to make such arrangements.

2a. *Agreement between the Soviet Military Command in North Korea and UNRRA Regarding Shipments of UNRRA Supplies to North Korea, Signed by Major General Andrei A. Romanenko and Clyde B. Sargent, 27 June 1946*

IT IS AGREED: (1) Distribution and utilization of UNRRA supplies delivered to North Korea shall be in accord with the principles stated in UNRRA's *Resolutions on Policy*.

(2) Supplies delivered to North Korea by UNRRA shall not be subject to taxation of any kind, in so far as UNRRA is concerned.

(3) In the event that any supplies delivered to North Korea by UNRRA are distributed by the method of sale, proceeds of sale shall be used for financing further relief operations agreed upon between the Soviet Command and UNRRA in the light of UNRRA policies.

(4) The Soviet Command agrees to maintain complete accounts of distribution and utilization of supplies, and to report fully to UNRRA on the disposition of supplies received in North Korea from UNRRA not later than three months after acceptance of each shipment by the Soviet Command.

(5) The Soviet Command recognizes UNRRA's right at any time to send representatives to observe distribution and utilization of UNRRA supplies in North Korea, in accord with UNRRA procedure in all areas of UNRRA operation, and agrees to provide such facilities as may be

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deemed desirable by UNRRA and in accord with regulations of the Military Command in North Korea.

Memoranda Supplementing the Agreement for North Korea

2b. MEMORANDUM, BORIS A. ROSKOFF, DEPUTY DIRECTOR, UNRRA MISSION IN KOREA, TO MAJOR GENERAL ANDREI A. ROMANENKO, CHAIRMAN, SOVIET COMMAND'S COMMITTEE ON RELIEF AND REHABILITATION IN NORTH KOREA, 26 JUNE 1946

We wish to outline and confirm agreement reached at a conference with your representative, Senior Lieutenant Bordorov, on 25 June, 1946, concerning the methods of transfer, handling, transshipment and distribution of UNRRA supplies to Korea. It was mutually agreed that:

1. *Port of unloading.* All shipments consigned to North Korea shall be directed for unloading to Gensan (Wonson).

2. *Provision of facilities.* The Soviet Command shall provide all necessary facilities and labor for unloading and processing supplies. Talley men shall be appointed by the Soviet Command.

3. *Transfer of supplies.* Transfer of all supplies to the Soviet Command shall occur at the end of ship's tackle.

4. *Establishing the fact of transfer.* UNRRA's Forms S77 and S77a of outturn reports and discrepancy report shall be used for establishing the fact of transfer of supplies. These forms shall be signed by representatives of the Soviet Command and UNRRA.

5. *Transshipments.* UNRRA shall endeavor to avoid unloading supplies consigned to Southern Korea at Gensan (Wonson) or any other ports of North Korea. However, when such unloading shall be deemed necessary, the Soviet Command shall provide facilities and labor and shall undertake delivery of cargo to the Southern Zone by rail or by other means of transportation. The Soviet Command shall provide adequate guards to protect such cargo while in the territory of the Northern Zone of Korea. Formal transfer of cargo to a representative of the American Military Government in Southern Korea in such cases shall be done at Gensan (Wonson) at the end of ship's tackle.

6. *Breaking up shipments.* It is expected that spare parts and tools for motor trucks in the emergency shipment will be shipped in one lot to be divided equally upon delivery between the Southern and Northern Zones. In the event that these items are unloaded in the designated port of North Korea, the Soviet Command undertakes to effect an equitable division and to provide repacking and shipment of the portion designated for the Southern Zone, and agrees that, in future, similar situations will be handled in the same manner.

7. *Financing of operations.* As a general UNRRA policy handling of UNRRA supplies upon and after delivery to the recipient country may be financed by the recipient government from the proceeds received as

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a result of sale of certain items of relief supplies within the country, after administrative expenses of the UNRRA Mission are covered from these funds.

If proceeds become available as a result of distribution of emergency supplies the Soviet Command may use them to finance handling of relief supplies, provided administrative expenses of the UNRRA Mission are already covered from these funds.

If proceeds shall not become available, the Soviet Command undertakes to finance, without cost to UNRRA, all operations connected with handling, processing and transshipment of relief cargoes while in the territory under its jurisdiction.

8. *Distribution of transportation supplies provided as part of emergency shipment.* Distribution and use of auto trucks to be delivered to the Department of Transportation of the Soviet Command shall be made in full conformance with the Resolutions and policies of UNRRA.

We shall appreciate it if you will confirm the above agreement by signing and returning one copy of this letter.

2c. GUARD COLONEL-GENERAL IVAN MIKHAILOVICH CHISTIakov, COMMANDER,
25TH SOVIET ARMY IN NORTH KOREA, TO CLYDE B. SARGENT, DIRECTOR, UNRRA
MISSION IN KOREA, 18 JULY 1946

Concerning the agreement done by General Romanenko and you as well as by the UNRRA Assistant Director Mr. Roskoff on the question of deliveries of supplies to North Korea, I would like to make several comments before starting the realization of them to avoid misunderstandings while putting into practice.

1. Point 5 of the Agreement made by General Romanenko with you on the question of Control of the Military Command of North Korea in respect to the UNRRA representatives I would like to be understood by you as follows:

The dispatch of UNRRA observers, the number, their personal composition, the date of the arrival and the time of their stay in North Korea should be determined each time upon an Agreement with the Soviet Command. Means of transportation over North Korea according to the plan approved are being provided by the Red Army Command in North Korea.

2. Point 5 of the Agreement concerning the methods of supply made by General Romanenko and the assistant director Mr. Roskoff I wish to change and accept it in the following wording: "UNRRA will try to avoid the unloading of supplies which are destined to South Korea in Genzan (Wonsan) or in other parts of North Korea."

However, when considered necessary the Soviet Command provides needed means and workers and takes upon itself the delivery of loads to South Korea by railroad or by other means of communication.

The Soviet Command will provide needed guards of these loads while they will be on the territory of North Korea.

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The formal turning over of loads will be done by representatives of the Command of North Korea on the border points between the zones of military responsibility of the 38th parallel.

3. It is understood that both agreements have the force only for the first part of supplies turned over by UNRRA to North Korea at the account of one (1) million dollars assigned by UNRRA on the 2nd of January 1946.

An additional agreement will be needed for the coming supplies which will be determined by the UNRRA General Council.

2d. CLYDE B. SARGENT TO GUARD COLONEL-GENERAL IVAN MIKHAILOVICH CHISTIakov, 24 JULY 1946

With reference to your letter of 18 July 1946, referring to the Agreement between the *United Nations Relief and Rehabilitation Administration and the Soviet Military Command in North Korea regarding shipments of UNRRA supplies to North Korea*, and the memorandum of 26 June 1946 on the subject of *Agreement relating to methods of transfer, handling, transshipment and distribution of UNRRA supplies in North Korea*, the conditions and clarifications recommended by you are, in general, acceptable and shall be incorporated into the original agreements as requested by you and given below:

1. The "Agreement Regarding Shipments," paragraph 5, shall have the following paragraph added:

UNRRA will inform the Soviet Command before hand whenever observers are to be sent to North Korea, and will provide the Soviet Command with the names of observers and with information on the number of observers, the date of their arrival in North Korea, their specific and general objectives and itinerary, and the anticipated time of their stay in North Korea, and will receive the Soviet Command's Agreement. Transportation required by observers to fulfill the objectives of their visits in North Korea shall be provided by the Soviet Command in North Korea.

It is anticipated that observers will witness the transfer of supplies from UNRRA to the Soviet Command whenever shipments are unloaded in North Korea, and shall be free to observe as long as UNRRA supplies are being distributed and used.

2. With reference to the "Agreement on Transfer," etc., paragraph 5, the last sentence shall be deleted and in its place shall be substituted:

Formal transfer of cargo to a representative of the American Military Government in Southern Korea in such cases shall be effected at a point on the 38th parallel that is mutually agreeable to the Soviet Command, the American Military Government, and UNRRA; and the Soviet Command assumes full responsibility for delivery to the place of transfer agreed upon.

UNRRA will inform the American Command of this alteration in plan of transfer, and will recommend to the American Command a similar revision in the agreement for delivery of commodities destined for North Korea and delivered to a point in South Korea.

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3. Both agreements referred to above shall be conditioned by an additional paragraph as follows:

This agreement applies only to shipments charged against the emergency program for Korea. In the event of a further and additional UNRRA program in Korea, a new agreement with reference to such program shall be concluded between the Soviet Command and UNRRA within one month after such program has been adopted by the Council.

3a. Agreement between the American Military Government in South Korea and UNRRA Regarding Shipments of UNRRA Supplies to South Korea, Signed by Major General Archer L. Lerch, Military Governor of Korea, and Clyde B. Sargent, 3 July 1946

IT IS AGREED: (1) Distribution and utilization of UNRRA supplies delivered to South Korea shall be in accord with the principles stated in UNRRA's *Regulations on Policy*.

(2) Supplies delivered to South Korea by UNRRA shall not be subject to taxation of any kind, in so far as UNRRA is concerned.

(3) In the event that any supplies delivered to South Korea by UNRRA are distributed by the method of sale, proceeds of sale shall be used for financing further relief operations agreed upon between the American Military Government and UNRRA in the light of UNRRA policies.

(4) The American Military Government agrees to maintain complete accounts of distribution and utilization of supplies, and to report fully to UNRRA on the disposition of supplies received in South Korea from UNRRA not later than three months after acceptance of each shipment by the American Military Government.

(5) The American Military Government recognizes UNRRA's right at any time to send representatives to observe distribution and utilization of UNRRA supplies in South Korea, in accord with UNRRA procedure in all areas of UNRRA operation, and agrees to provide such facilities as may be deemed desirable by UNRRA and in accord with regulations of the American Military Government in South Korea.

Memoranda Supplementing the Agreement for South Korea

3b. BORIS A. ROSKOFF, DEPUTY DIRECTOR, UNRRA MISSION IN KOREA, TO LIEUTENANT COLONEL NELSON, COMMITTEE ON RELIEF AND REHABILITATION OF USAMGIK, 20 JUNE 1946

We wish to outline and confirm agreement reached at the conference with yourself and Mr. Braden June 18, 1946, concerning the methods of transfer, handling, transshipment and distribution of UNRRA emergency supplies to Korea, whereat it was mutually agreed that:

1. *Port of unloading.* All shipments consigned to South Korea shall be directed for unloading to Pusan.

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2. *Provision of facilities.* AMG shall provide all necessary facilities and labor for unloading and processing of supplies. Tally men shall be appointed by AMG.

3. *Transfer of supplies.* Transfer of all supplies to AMG shall occur at the end of ship's tackle.

4. *Establishing of fact of transfer.* UNRRA's forms S77 and S77a of outturn reports and discrepancy report shall be used for establishing the fact of transfer of supplies. These forms shall be signed by representatives of AMG and UNRRA.

5. *Transshipments.* UNRRA shall endeavor to avoid unloading supplies consigned to Northern Korea in Pusan or any other ports of Southern Korea. However, when such unloading shall be deemed necessary AMG shall provide facilities and labor and shall undertake delivery of cargo to the Northern Zone by rail or by other means of transportation. AMG shall provide guard to protect such cargoes while in the territory of the Southern Zone of Korea. Formal transfer of cargo to a representative of Soviet Command in Northern Korea in such cases shall be done in Pusan at the end of ship's tackle.

6. *Breaking up shipments.* It is expected that spare parts and tools for emergency shipment of auto trucks shall be shipped in one lot which shall have to be divided upon delivery between Southern and Northern Zones. Necessity for breaking up some other supplies upon or after delivery of them to the port may occur in the future. AMG undertakes to perform this operation including repacking and transshipment.

7. *Financing of operations.* As a general UNRRA policy handling of UNRRA supplies upon and after delivery to the recipient country may be financed by the recipient government from the proceeds received as the result of sale of certain items of relief supplies within the country, after administrative expenses of UNRRA Mission are covered from those funds.

If such proceeds shall be available as a result of distribution of emergency supplies AMG may use them to finance handling of relief supplies, provided Administrative expenses of UNRRA Mission are already covered from those funds.

If such proceeds shall not be available AMG undertakes to finance at non-reimbursable basis all operations connected with handling, processing and transshipment of relief cargoes while in the territory under its jurisdiction.

8. *Distribution of transportation supplies provided as part of emergency shipment.* Distribution and use of auto trucks to be delivered to the Department of Transportation of AMG shall be made in full conformance with the Resolutions and policy of UNRRA.

We shall appreciate it if you confirm the above agreement by signing and returning one copy of this letter.

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3c. CLYDE B. SARGENT, DIRECTOR, UNRRA MISSION IN KOREA, TO MAJOR GENERAL ARCHER L. LERCH, MILITARY GOVERNOR OF KOREA, 20 JULY 1946

1. By memorandum dated 20 June, 1946 addressed to Lt. Col. Nelson, Mr. Roskoff confirmed an agreement reached between him and Col. Nelson concerning "the methods of transfer, handling, transshipment and distribution of UNRRA emergency supplies to Korea." Paragraph 5 of that agreement, the last sentence, provided that, in the event it became necessary or desirable to unload at Pusan supplies destined for North Korea, formal transfer of such cargo to a representative of the Soviet Command should take place in Pusan at the end of ship's tackle. On 26 June a similar type of agreement was concluded with the Soviet Command with respect to supplies destined for South Korea that might need to be unloaded at Wonson (Genzan).

2. By memorandum dated 18 July 1946 Gen. Chistiakov has requested that our agreement with the Soviet Command be revised with respect to the place of transfer of such supplies from the American Military Government to the Soviet Command.

3. Consequently, the last sentence of paragraph 5, similar to that in Mr. Roskoff's agreement with Col. Nelson has been deleted, and in its place has been substituted the following:

Formal transfer of cargo to a representative of the American Military Government in Southern Korea in such cases shall be effected at a point on the 38th parallel that is mutually agreeable to the Soviet Command, the American Military Government, and UNRRA; and the Soviet Command assumes full responsibility for delivery to the place of transfer agreed upon.

4. It is suggested that a similar revision be made in the agreement between Mr. Roskoff and Col. Nelson, such revision to read as the above with the appropriate changes in the references to the Soviet Command and the American Military Government.

5. To simplify making this change, the change will be regarded as having been made upon receipt of a simple request from you and acknowledgment by me of receipt of your request.