

CO-OPERATION AGREEMENT

between

The Office of the United Nations High Commissioner for Refugees

and

The Government of the Democratic Republic of East Timor

WHEREAS the Office of the United Nations High Commissioner for Refugees was established by the United Nations General Assembly Resolution 319 (IV) of 3 December 1949,

WHEREAS the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, inter alia, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting governments and, subject to the approval of the governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

WHEREAS the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,

WHEREAS the Statute of the Office of the United Nations High Commissioner for Refugees provides in its Article 16 that the High Commissioner shall consult the governments of the countries of residence of refugees as to the need for appointing representatives therein and that in any country recognising such need, there may be appointed a representative approved by the government of that country,

WHEREAS the Office of the United Nations High Commissioner for Refugees and the Government of the Democratic Republic of East Timor wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

NOW THEREFORE, the Office of the United Nations High Commissioner for Refugees and the Government of the Democratic Republic of East Timor, in spirit of friendly co-operation, have entered into this Agreement.

ARTICLE I DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

- a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;
- b) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;
- c) "Government" means the Government of the Democratic Republic of East Timor;
- d) "Host Country" or "Country" means the Democratic Republic of East Timor;
- e) "Parties" means UNHCR and the Government;
- f) "General Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;
- g) "UNHCR Office" means all the offices and premises, installations and facilities occupied or maintained in the country;
- h) "UNHCR Representative" means the UNHCR official in charge of the UNHCR office in the country;
- i) "UNHCR officials" means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76(I);
- j) "Experts on mission" means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;
- k) "Persons performing services on behalf of UNHCR" means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;
- l) "UNHCR personnel" means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

ARTICLE II PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, co-operate with the Government, open and/or maintain an office or offices in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

ARTICLE III CO-OPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Co-operation between the Government and UNHCR in the field of international protection of, and humanitarian assistance to, refugees and other persons of concern to UNHCR shall be carried out on the basis of the Statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of

article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967 (attached as Annex I and II to the present Agreement).

2. The UNHCR office shall maintain consultations and co-operation with the Government with respect to the preparation and review of projects for refugees and other persons of concern.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

ARTICLE IV UNHCR OFFICE

1. The Government welcomes that UNHCR establishes and maintains an office or offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate the UNHCR office in the country to serve as a Regional/Area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

ARTICLE V UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The categories of officials and the names of the officials included in these categories, and of other personnel assigned to the office in the country, shall from time to time be made known to the Government.

3. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided by the Government with a special identity card certifying their status under this Agreement.

3. UNHCR may designate officials to visit the country for purposes of consulting and co-operating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment, and other materials, furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.

ARTICLE VI
FACILITIES FOR IMPLEMENTATION OF UNHCR
HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include the authorization to operate, free of license fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall assist UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge, or at a nominal rent.

3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed amount, to cover the cost of local services and facilities for the UNHCR office, such as establishment, equipment, maintenance and rent, if any, of the office.

4. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

**ARTICLE VII
PRIVILEGES AND IMMUNITIES**

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the General Convention (attached as Annex III to the present Agreement). The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this Article, the Government shall in particular extend to UNHCR and its personnel the privileges, immunities, rights and facilities provided in Articles VIII to X of this Agreement.

**ARTICLE VIII
UNHCR OFFICE, PROPERTY, FUNDS, AND ASSETS**

1. UNHCR, its property, funds, and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

2. The premises of UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable.

4. The funds, assets, income and other property of UNHCR shall be exempt from:

- a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;
- b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government;
- c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. While UNHCR will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid (such as Value Added Tax), nevertheless, when UNHCR is making purchases for official use of property on which such duties and taxes are chargeable, the Government will, grant exemption therefrom.

6. Any materials imported, exported or purchased in the country by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance to refugees, shall be exempt from all customs duties, prohibitions and restrictions, as well as from direct and indirect taxation.

7. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely:

- a) Acquire from authorised commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorised institutions, hold and use funds, securities and gold;
- b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country, or transfer them to other countries.

8. UNHCR shall enjoy the most favourable legal rate of exchange.

ARTICLE IX COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental, international organizations in matters of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. The Government shall ensure that UNHCR be enabled to effectively operate its radio and other telecommunications equipment, including satellite communications systems, on networks using the frequencies allocated by or co-ordinated with the competent national authorities under the applicable International Telecommunication Union's regulations and norms currently in force.

ARTICLE X UNHCR OFFICIALS

1. The UNHCR Representative and Deputy Representative, and other senior officials, shall enjoy, while in the country, in respect of themselves, their spouses and

dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

- a) Immunity from personal arrest and detention;
- b) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;
- c) Immunity from inspection and seizure of their official baggage;
- d) Immunity from any military service obligations or any other obligatory service;
- e) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from immigration restriction and alien registration;
- f) Access to the labour market with respect to their spouses and their dependant relatives forming part of their household without requiring a work permit;
- g) Exemption from taxation in respect of salaries and all other remuneration paid to them by UNHCR;
- h) Exemption from any form of taxation on income derived by them from sources outside the country;
- i) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR's international protection and humanitarian assistance programmes;
- j) Freedom to hold or maintain within country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;
- k) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;
- l) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

- i) their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;
- ii) reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of, or permanent residents in, the host country shall enjoy those privileges and immunities provided for in the General Convention.

ARTICLE XI LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.
2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations Resolutions, Regulations and Rules.

ARTICLE XII EXPERTS ON MISSION

1. Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:
 - a) immunity from personal arrest or detention;
 - b) immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;
 - c) inviolability for all papers and documents;
 - d) for the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
 - e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

- f) the same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

ARTICLE XIII PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

1. Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in Article V, Section 18, of the General Convention. In addition, they shall be granted:

- a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;
- b) - Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

ARTICLE XIV WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

ARTICLE XV SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson. If within thirty days of the request for arbitration, either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

**ARTICLE XVI
GENERAL PROVISIONS**

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue to be in force until terminated under paragraph 5 of this Article.
2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.
3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.
4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.
5. This Agreement shall cease to be in force six months after either of the contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

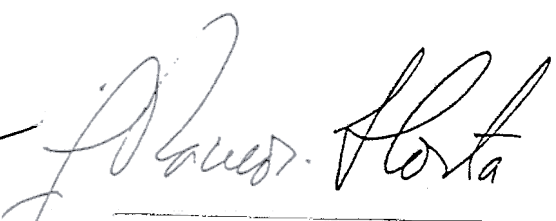
IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have on behalf of the Parties signed this Agreement.

Done at the Government Offices in Dili this 20th day of May 2002.

For the Office of the United Nations High
Commissioner for Refugees

For the Government
of the Democratic Republic of East Timor

Signed
~~Dr. Ruud Lubbers~~
~~High Commissioner~~


Dr. José Ramos Horta
Snr. Minister for Foreign Affairs &
Cooperation