

AGREEMENT

between

THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

and

THE GOVERNMENT OF THE KINGDOM OF THAILAND

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An Agreement between the United Nations High Commissioner for Refugees (hereinafter referred to as "the High Commissioner") of the one part and the Government of the Kingdom of Thailand (hereinafter referred to as "the Government") of the other part,

Whereas the High Commissioner and the Government have agreed to collaborate in a programme for the purpose of providing humanitarian aid to Displaced Persons from Cambodia, Laos and South Vietnam who recently arrived in the Kingdom of Thailand (hereinafter referred to as the "Displaced Persons"),

Whereas the two parties have also agreed to collaborate in seeking durable solutions, including in particular voluntary repatriation and resettlement in other countries of the Displaced Persons,

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Whereas an initial agreement between the parties for this purpose was signed on 30 July 1975,

Whereas this Agreement is to cover the humanitarian aid programme of the High Commissioner in Thailand, including the provisions of the aforementioned initial agreement,

Whereas the High Commissioner launched an appeal on 29 August 1975 (hereinafter referred to as "the Appeal") to the international community, for US dollars 12.4 million to help meet the estimated needs of the Displaced Persons from 1 August 1975 until 31 December 1976, as agreed and set out in the note and budget attached to the Appeal, a budget which incorporates the budget annexed to the agreement signed on 30 July 1975, and,

Whereas this collaboration between the parties is the subject of the High Commissioner's letter of understanding dated 12 September 1975 to the Minister of Foreign Affairs of Thailand and the Minister's reply dated 15 September 1975,

It is hereby agreed between the parties hereto as follows :

1. The Government shall, in consultation with the High Commissioner, assume the responsibility for identifying the specific needs of the Displaced Persons in the Kingdom of Thailand and for providing them with all necessary temporary assistance including food, shelter, clothing and medical care.
2. To assist the Government in its effort to provide care and maintenance to the Displaced Persons in Thailand, the High Commissioner shall seek to obtain from other Governments, specialized

agencies of the United Nations, voluntary organizations and agencies and from the international community in general, contributions in cash, commodities, materials, equipment or services with a view to ensuring the financing of the programme in accordance with the budget annexed to the Appeal and attached hereto as Annex 1.

3. The Government shall take such steps as it may deem necessary to support the efforts of the High Commissioner and to enlist contributions to the programme in cash, commodities, materials, equipment or services, from both bilateral and multilateral sources, and shall keep the High Commissioner currently informed of contributions received outside the programme but related to the achievement of the purposes of the programme.

4. The High Commissioner shall consult with the Government on the use or distribution of such funds, commodities, materials, equipment or services as may be made available to him. The transfer to the Government of such funds shall be the subject of separate sub-agreements which will reflect the relative needs as assessed within the framework of the budget annexed hereto. Where commodities, materials, equipment or services are provided by the High Commissioner, the Government shall provide an official receipt and comply with any reporting requirements agreed to by the parties and shall in any event provide the High Commissioner with full details of distribution.

5. The Government shall ensure that all relief commodities, materials, equipment or services provided through the High Commissioner

within the framework of this Agreement are used exclusively for the benefit of the Displaced Persons.

6. During the implementation of the programme and in order to be able to meet unforeseen circumstances, the Government and the High Commissioner may, by a mutually acceptable exchange of letters, make such adjustments as may be necessary between the various chapters of the attached budget.

7. Where funds provided through the High Commissioner are made available for local disbursement this shall be in accordance with estimates made by the appropriate Thai authorities and the High Commissioner's representatives after an overall assessment of needs and priorities. Reasonable flexibility shall be allowed to the provincial authorities in the transfer of these funds between local budget headings to meet immediate and unforeseen needs.

8. The Government shall keep separate accounts in respect of the funds received from the High Commissioner and their utilisation, and make readily available to the High Commissioner all such accounts, vouchers and supporting documents. The Government shall submit interim and final narrative reports and financial statements for each sub-agreement in accordance with the terms provided therein. The final financial statement shall, if possible, be accompanied by a certificate of the Government's Auditor ; otherwise, the audit certificate shall be submitted as soon as possible thereafter.

9. The Government shall exempt from import duty and other taxes, commodities, materials and equipment made available through the High Commissioner by way of contributions from bilateral and multilateral sources or private donors (including inter alia food, clothing, medical supplies and shelter materials) provided that they are required for the implementation of the programme and imported into Thailand for that purpose. The Government shall take all the steps necessary to ensure the reception, unloading, storage, transportation and distribution within Thailand of relief commodities, materials and equipment included in the programme whether purchased by it or made available through the High Commissioner.

10. The Government's standard procedure for awarding contracts shall also apply for purchases or rental of services, materials, equipment or other requirements under this Agreement, on the understanding that this procedure safeguards the principle of awards being made on an assessment of competitive quotations or bids.

11. If durable construction work is carried out with funds made available by the High Commissioner under this Agreement, the Government shall ensure that such work is carried out in conformity with the provisions as set forth in the relevant sub-agreement.

12. The Government shall, upon signature, make available to the High Commissioner a copy of any agreement concluded with subcontractors and relating to funds made available by the High -

Commissioner. In relation to any such subcontractor and for the purposes of this Agreement the High Commissioner shall be an independent party.

13. The Government shall maintain for each sub-agreement an inventory of any permanent equipment purchased and shall submit to the High Commissioner an inventory of these items reflecting the position at the time of termination of the project for which the relevant sub-agreement was signed. The future use of any items of permanent equipment that may be provided through the High Commissioner but are no longer required by the programme shall be decided by written agreement between the parties.

14. The Government agrees to and shall facilitate inspection and audit of the projects governed by the various sub-agreements on behalf of the United Nations ; should they at any time wish to do so, the United Nations Board of Auditors may carry out an audit of the projects.

15. The High Commissioner shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Agreement which may be made against the Government.

16. The High Commissioner shall not accept liability for compensation for the death, disability or other hazards which may be suffered by employees of the Government or by any other person as a result of their employment on work which is the subject-matter of this Agreement.

The programme under this Agreement shall be deemed to have commenced on 1 August 1975 and shall terminate on 31 December 1976.

In Witness Whereof the undersigned, being duly authorized hereto, have, on behalf of the parties hereto, signed this Agreement at the place and on the day and year below written.

For the United Nations High  
Commissioner for Refugees



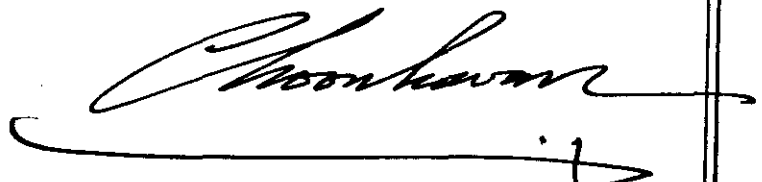
(Dr. Cesare P. Berta)

Regional Representative for  
Southeast Asia of the United  
Nations High Commissioner  
for Refugees

BANGKOK

**22** December 1975

For the Government of the  
Kingdom of Thailand



(Chatichai Choonhavan)

Minister of Foreign Affairs

BANGKOK

**22** December 1975