

A G R E E M E N T

between

**THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION,
("NORAD")**

and

**UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES
("UNHCR")**

regarding

**Provision of financial assistance to voluntary repatriation of Guatemalan refugees
from Mexico**

WHEREAS NORAD previously has given support to UNHCR for repatriation of Guatemalan refugees, latest in the agreement dated December 11, 1995;

WHEREAS UNHCR has submitted an Appeal to Norway, dated March 1996, for continued support to implementation of their Programme Voluntary Repatriation of Guatemalan Refugees from Mexico in 1996;

WHEREAS NORAD has decided to positively meet this Appeal;

NOW THEREFORE the following has been agreed between the Parties:

Article I Scope and Objectives

1. This Agreement sets forth the terms and procedures for NORAD's assistance to UNHCR's Programme for Voluntary Repatriation of Guatemalan Refugees from Mexico in 1996, as outlined in Annex I (Summary of Programme Document) to this Agreement ("the Programme").
2. The Programme is further outlined in the Appeal, dated March 1996.

The Goal of the Programme is improved possibilities of Guatemalan refugees to take active part in the development of their country.

The Purpose of the Programme is that Guatemalan refugees are safely repatriated from Mexico and efforts to reintegrate the refugees have been implemented.

Article II Cooperation - Representation - Administration

1. For the implementation of this Agreement NORAD shall be represented by the Asia and Latin-America Division in NORAD Oslo and UNHCR shall be represented by Headquarters in Geneva. All communication regarding the Programme shall be between the above mentioned representatives.
2. NORAD and UNHCR shall cooperate fully to ensure that the purpose of the Programme is successfully accomplished. To that effect each Party shall furnish to the other Party all such information as may reasonably be required pertaining to the Programme.

Article III Contributions and Obligations NORAD

1. NORAD shall make available a grant not exceeding NOK 14.000.000 (Norwegian Kroner fourteen million) ("the Grant"), to be used exclusively towards part financing of the Programme. UNHCR Programme Delivery Costs and Administrative Support are included in the Grant, corresponding to the NORAD financed part of the total Programme cost. The administrative costs to be charged directly by UNHCR Headquarters shall not exceed 3,5 % of the Grant.
2. Any accrued interest on the Grant may be used for the benefit of the Programme, in accordance with the objectives and the UNHCR's Financial Rules for Voluntary Funds.
3. Any funds, including interest not fully utilized for one activity may upon written agreement between the Parties be utilized for the benefit of other activities within the Programme.

Article IV Contributions and Obligations of UNHCR

UNHCR shall make all reasonable efforts to facilitate the successful implementation of the Programme, and shall hereunder:

1. have the overall responsibility for the planning, administration and implementation of the Programme, including all categories of works, repair and maintenance of

buildings, equipment, spareparts, goods and materials made available under this Agreement;

2. promptly inform Norway of any condition which interferes or threatens to interfere with the successful implementation of the Programme;
3. keep proper financial records in accordance with UNHCR Financial Rules;
4. inform about major deviations from the agreed plans and budgets;
5. recruit the necessary qualified personell;
6. facilitate to representatives of NORAD access to Programme sites for purposes related to this Agreement and permit examination of any relevant records, goods and documents.

Article V Procurement

1. UNHCR shall effect all procurements of goods and services for the Programme in accordance with UNHCR' rules for procurement.

Norwegian suppliers of goods and services shall be given the same opportunities to compete for deliveries and/or participate in the bidding as other suppliers.

Article VI Disbursements

1. The Grant shall be disbursed in one installment upon signature of the present Agreement.
2. Transfer of the funds will be undertaken in Norwegian kroner to UNHCR's bank account no. 6005 07 33125 in Kreditkassen and be available for the Programme immediately.

UNHCR shall immediately, in writing, acknowledge receipt of the funds.

3. All disbursements to suppliers of goods and services shall be made by UNHCR.
4. Any unspent balances shall be returned to NORAD upon completion of the Programme unless otherwise agreed between the Parties in writing.

Article VII Ownership of equipment

Ownership of equipment, supplies and other properties financed from the Grant shall vest with UNHCR. Matters relating to the transfer of the ownership by UNHCR shall be determined in accordance with relevant Rules of UNHCR.

Article VIII Reports

1. UNHCR shall within October 1997 submit to NORAD an Progress report on the implementation of the Programme, related to the Goal and Purpose.
2. UNHCR shall submit to NORAD a Final report within 12 months after the termination of the Programme and not later than 31 December 1997.

The report shall give a summary of outputs and activities undertaken, achievements compared to Goal and Purpose and an assessment of the efficiency of the Programme.

3. UNHCR shall submit to NORAD the statement of expenditures presented to the General Assembly not later than at the end of 1997.
4. The statement of expenditure will be presented in USD. Whenever it is necessary, in order to determine the value of one currency in terms of another, such value shall be based upon the applicable UNHCR rate of exchange.

The statement of expenditure shall reflect the Norwegian contribution as well as the total costs including contributions from other donors.

5. NORAD shall respond within 6 weeks upon receipt of the reports mentioned above.

Article IX Evaluation - Reviews

UNHCR shall notify NORAD well in advance of any external evaluation mission during and at the termination of a programme funded from NORAD contributions, and NORAD shall be invited to participate in such evaluations. For other evaluations conducted by UNHCR of programmes funded by contributions from NORAD, UNHCR will provide NORAD with the terms of reference and a copy of the report issued.

It is acknowledged that the above evaluations do not in any way pertain to internal financial or administrative matters or any other review or inspection of confidential nature.

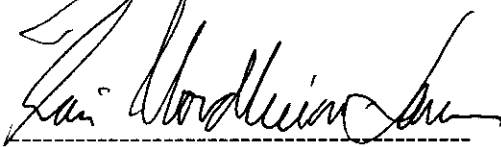
Article X
Disputes - Entry into Force - Termination

1. If any dispute arises relating to the implementation or interpretation of the present Agreement, there shall be consultations between the Parties, with a view to reaching an agreement.
2. This Agreement shall enter into force on the date of its signature and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled shall be determined in consultations between the Parties.
3. Notwithstanding the previous clause both Parties may terminate the present Agreement by giving three months written notice to the other Party.

In witness whereof the undersigned have signed the present Agreement in two originals in the English language.

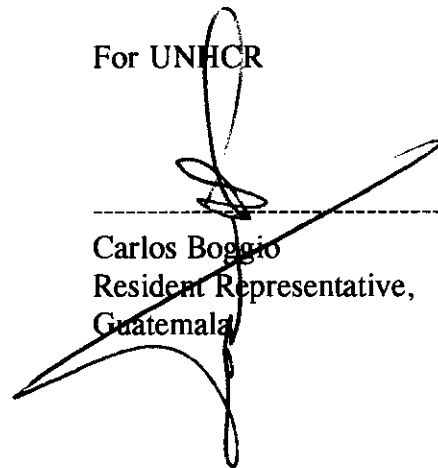
Done in Guatemala the 25 day of June, 1996

For NORAD



Kari Nordheim-Larsen
Minister of Development Cooperation,
Norwegian Ministry of Foreign Affairs

For UNHCR



Carlos Boggio
Resident Representative,
Guatemala

SUMMARY OF PROGRAMME DOCUMENT

Programme name: GTM 014 UNHCR-repatriation programme/Guatemala

Implementing institution: UNHCR

Goal: Improved possibilities of Guatemalan refugees to take active part in the development of their country.

Purpose: Refugees are safely repatriated from Mexico and efforts to reintegrate the refugees have been implemented.

Outputs: Approximately 12.000 refugees are expected to repatriate safely from Mexico to Guatemala in 1996.

The repatriated refugees are receiving protection and basic social and economic support from UNHCR in order to facilitate reintegration in Guatemala. Similar support is being provided in Mexico in preparation of the repatriation.

Inputs: Provision of logistics and protection in relation to the return process. Basic social and economic support in Mexico before the return starts and in Guatemala (i.a through Quick Impact Projects) once the repatriation has taken place. Inputs include personnel, direct financial support, direct support in kind to cover basic needs, training and provision of basic infrastructure.

Important assumptions: Peace-negotiations continue with positive output, and repatriation and reintegration process not hampered.

(Annex 1, page 2)

**BUDGET FOR THE PROGRAMME FOR THE REPATRIATION OF
GUATEMALAN REFUGEES FROM MEXICO**

Total budget requirements:	USD 11,424,544
NORAD's contribution:	USD 2,137,405 (UN exchange rate 6.55)
Other contributions:	USD 3,483,454 (as of 21 June 1996)
Carry-over from 1995:	USD 1,119,048
Present shortfall:	USD 4,684,637 (as of 21 June 1996)