

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE OFFICE OF UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (UNHCR)

REGARDING UNHCR'S REGIONAL PROGRAMME FOR REPATRIATION AND REINTEGRATION OF AFGHAN REFUGEES.

Following a request for assistance from the Office of the United Nations High Commissioner for Refugees (UNHCR), I am pleased to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland ("the Government"), acting through the Department for International Development ("DFID"), will make available to the United Nations, acting through UNHCR from Emergency Distress Funds (EDF) a sum not exceeding £4,000,000 (four million pounds sterling) ("the Contribution") to assist UNHCR's activities in Afghanistan (Appendix 1). This contribution includes £2,000,000 (two million pounds only) that has already been contributed to the appeal in 2002.

2. This MOU replaces and supersedes all previous MOUs signed in 2002 relating to UNHCR's Regional Programme for Repatriation and Reintegration of Afghan Refugees Appeal for Afghanistan.
3. The Project will be implemented from Oct 2001 to December 2002.
4. The Contribution will be administered by UNHCR and will be subject to the following conditions:
 - (a) The Contribution will be utilised as outlined in Appendix 1 attached.
5. As soon as this Memorandum of Understanding (the "Memorandum") comes into operation, DFID will make a deposit of a sum not exceeding £2,000,000 (two million pounds sterling) into the UNHCR Account Number 00951961, Sort Code 30-00-08 at the Lloyds Bank, Pall Mall, having already deposited £2,000,000.

6. UNHCR will ensure that the Contribution is, prior to disbursement in accordance with the Memorandum, kept in a separate ledger account (the Account). The funds in the Account may be freely exchanged by UNHCR into other currencies as may facilitate their disbursement.

7. In order to assist in the defrayment of the costs of administration and other expenses incurred by UNHCR with respect to the Contribution, UNHCR may invest the funds pending their disbursement, and retain for its own use the income from any such investment or re-investment.

8. UNHCR will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices and keep separate records and accounts for the Project. The Contribution will be solely for the Regional Programme for the Repatriation and Reintegration of Afghan Refugees. UNHCR will submit to DFID a certified statement of account showing funds received and expended for the project. The statement will consist of an extract from UNHCR accounts after they have been audited by the External Auditor whose certificates will appear in the UNHCR Financial Report.

9. UNHCR will submit to the DFID UNHCR's Mid-Year Progress and Annual Global Report. Those reports will provide information on programme progress and the results of interventions.

10. DFID will not be responsible for the activities of any person or third-party employed by UNHCR as a result of this Memorandum, nor will DFID be liable for any costs incurred by UNHCR in terminating the engagement of any such person.

11. If any changes occur which, in the opinion of DFID, impair significantly the developmental value of the project, DFID and UNHCR will normally consult on measures to resolve the problem and possible courses of action. In the event of such changes DFID, however, reserves the right to modify or terminate its financial contribution to the project. Should DFID terminate its financial contribution to the

project, such a decision will be without prejudice to any financial obligations which UNHCR has contracted until then under the project, within a period of three months from the day notice is given by DFID.

12. Any dispute arising between the parties concerning the interpretation or implementation of these arrangements shall be settled amicably between them either by negotiation or by any other non-judicial means including arbitration, as agreed upon by both parties hereto.

13. Nothing in this Agreement shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

14. The above correctly sets out the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland in this matter, and UNHCR confirms that it equally represents its understanding. The arrangements set out in the Memorandum will come into operation on the date of signature of both parties.

FOR THE DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

Signed *Rosalind Clarke*

Date *28 October 2002*

Name *Rosalind Clarke*

FOR THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Signed



Date **25 October 2002**

Name **Mr. Jean-Noël Wetterwald**