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**Memorandum of Understanding  
Between the Government of The Islamic Republic of Pakistan  
And the  
Office of the United Nations High Commissioner for Refugees (UNHCR)  
on the  
Census and Registration of Afghan citizens living in Pakistan**

In pursuance of the preliminary understanding on the organisation of a census and registration exercise of Afghan citizens living in Pakistan reached in Geneva on 21 July 2004 (Annex-VII) between the United Nations High Commissioner for Refugees (hereinafter referred to as "UNHCR") on the one hand, and the Government of Pakistan (hereinafter referred to as the "GoP") on the other hand, both parties agree jointly to pursue the objectives, planning, and implementation of activities under the terms and conditions outlined below.

Overall scope

1. The exercise will be conducted in three phases – (i) a census, (ii) data analysis and planning, and (iii) registration. The technical design, costs, and conduct of the registration will be determined by the outcome of phases (i) and (ii). The overall duration of the exercise will be twelve months from the date of signature of this MoU.

1.2 The exercise will target all Afghan citizens who arrived in the country after 1<sup>st</sup> December 1979 and who are currently residing in different parts of Pakistan (including Azad Jammu and Kashmir, Northern Areas, FATA and PATA). Any person who produces a validly obtained Pakistan NICs will not be covered in the exercise. In order to avoid creating incentives for additional cross border movements, it will be clearly stated by UNHCR and GoP that the exercise has no implications for assistance or for the status of Afghans in Pakistan. Participation in the exercise will be mandatory for the above mentioned target population. Those who do not participate and who are unable to demonstrate compelling circumstances for not doing so will be subject to national laws.

1.3 In line with the preliminary agreement reached between the SARFON and UNHCR in July 2004 in Geneva on the conduct of the census and registration, UNHCR will accept the quantitative data generated by the census exercise whilst the GoP will accept that not all Afghan citizens covered in it would be of concern to UNHCR.

1.4 The objectives, scope and mechanisms for the screening exercise foreseen in Article VI of the Tripartite Agreement signed in March 2003 will be agreed by UNHCR and the GoP based on the outcome of the census and registration.

1.5 The attached signed seven annexes are part of the MoU.

Specific Objectives

2. UNHCR and the GoP agree that the specific objectives of the exercise are as follows:

Phase One

- to conduct a reliable counting exercise that will establish the total number of Afghan citizens and basic demographic data through house listing and mapping followed by house to house enumeration.



- to generate a preliminary profile of the composition of the Afghan population.

#### Phase Two

- to collate, process, and analyze the data generated by the census, further develop the qualitative profile of the population, for the registration phase. Permitting the development of comprehensive arrangements for Afghans citizens living in Pakistan.
- to design the technical and financial aspects of the planning and implementation of a registration for all Afghan citizens covered in the census.

#### Phase Three

- to register the target population and thereby provide the basis for the development of arrangements for the management of Afghan citizens who continue to live in Pakistan after the expiry of the present Tripartite Agreement in March 2006.

#### Authorised agencies and procedure

3. Overall responsibility for the census, analysis, and registration exercise lies with the Government of Pakistan and its designated agencies. For the purposes of operationalizing the present agreement represented by this MOU, the authorized agencies shall be the Ministry of States and Frontier Regions (SAFRON) and the Office of the United Nations High Commissioner for Refugees (UNHCR) in Pakistan.

3.1 The authorized agencies of both UNHCR and the GoP shall work together for the establishment of procedures to conduct the census and registration exercise.

3.2 UNHCR will provide technical and human resources to assist and monitor the professional conduct of the operation. UNHCR and the GoP agree to seek jointly the funds necessary for implementing the exercise.

3.3 The UNHCR and the GoP mutually agree to conclude as soon as possible mutually acceptable UNHCR Standard Sub Project Agreement (hereinafter referred to as "the Agreement") governing their cooperation for Phases I & II and for Phase III of the exercise respectively noting that a conclusion of such agreements is mandatory under the Financial Rules of UNHCR whenever funds are made available by UNHCR.

3.4 For the purposes of Phase I and II, UNHCR will make available the total amount of US\$769,237 and establish a separate Sub Agreement for the implementation of the activities foreseen therein. The Sub Agreement will incorporate, *inter alia*, the key provisions attached in Annexes I – VII.

3.5 Subject to the availability of funds and based on the outcomes of Phase I and II, a separate Sub Agreement for Phase III will be established.

#### Management arrangements

4. UNHCR and the GoP shall jointly establish a Steering Committee in Islamabad to inter alia include the Ministry of Foreign Affairs, Interior, Finance and planning and NADRA, to oversee the planning, implementation, monitoring and evaluation of the exercise and to ensure its professional

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execution. At provincial level, the parties shall jointly set up Operational Task Forces led by the Population and Census Organisation (PCO).

4.1 The Steering Committee will include participation from the provinces to ensure overall coordination and to review progress. It will meet as often as requested by both UNHCR or the GoP.

4.2 The GoP will be responsible for the provision of security for all staff as required for the safe and timely conduct of all stages of the exercise. It will also ensure that facilities and data used in Phase III (registration) will be secure at all times.

#### Information

5. Prior to the start of the census and registration, mass information campaigns will be carried out nationwide by the GoP with the assistance of UNHCR. The purpose of these campaigns will be to inform Afghans citizens of the objectives of the different exercises, their intended outcomes, and their obligations and responsibilities.

5.1 UNHCR and the GoP hereby undertake to protect the data gathered at all stages of the census and in the registration exercise in accordance with the principle of confidentiality. They further undertake not to share the information on registered individuals with any other third party unless otherwise mutually agreed. The GoP shall assume responsibility for the protection and daily management of the database compiled in the course of the operation. UNHCR will have unhindered access to the data at all times. This is without prejudice to the international and national obligations of the GoP under the UN Security Council counter-terrorism resolutions and its own security concerns.

#### Liability

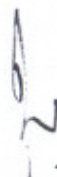
6. UNHCR does not accept any liability for claims arising out of the activities performed under this MoU, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by GoP personnel as a result of their work pertaining to this MoU. The GoP shall be responsible for dealing with all claims brought against it by its Personnel. It is further understood that adequate medical and life insurance for GoP personnel as well as insurance coverage for service-incurred illness, disability or death, are the responsibility of the GoP. The GoP has no responsibility in respect of the UNHCR and its personnel in terms of the above liabilities. On its part, UNHCR shall be responsible for dealing with any such claims from its own personnel.

#### Accountability

7. The relevant entities of the GoP and UNHCR shall be accountable for all resources provided to them. The standard procedures set in place for ensuring accountability will be followed by all parties.

#### Amendments

8. If during the period covered by this MoU, it is considered advisable to revise or vary any terms, then such revision or variation shall only be made with the written consent of UNHCR and the GoP.



Dispute resolution

9. UNHCR and the GoP shall seek to settle any differences and disputes arising from or relating to the implementation of this MoU amicably between them, either by negotiation or by any other non-judicial means including arbitration, as agreed upon by both sides hereto.

Termination

10. The agreement represented by this MoU shall cease to be in force after UNHCR or the GoP gives notice in writing to the other of its decision to terminate, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

Privileges


11. Nothing contained in this MoU shall be deemed a waiver, express or implied, of any privilege or immunity, which UNHCR enjoys under the applicable legal instruments.



*On behalf of the Government of Pakistan*

*Mr. Sajid Hussain Chattha, Secretary SAFRON, Islamabad, 17 December 2004*

*On behalf of UNHCR:*



*Guenet Gurbre-Christos, Representative, UNHCR, Islamabad, 17 December 2004*