

AGREEMENT
between
THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES
and
THE GOVERNMENT OF THE KINGDOM OF THAILAND

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 an agreement between the parties was signed on 22 December 1975 covering the humanitarian aid programme of the High Commissioner in Thailand from 1 August 1975 until 31 December 1976 and there is need to continue this programme during 1977,

Whereas the High Commissioner and the Government will co-operate in order to promote, as soon as practicable, durable solutions for and self-reliance of persons within the competence of the High Commissioner,

Whereas the High Commissioner launched an appeal on 25 February 1977 (hereinafter referred to as "the Appeal") to the international community, for US dollars 12.35 million

to help meet the estimated needs of the Displaced Persons in Thailand from 1 January 1977 until 31 December 1977, as agreed and set out in the note and budget attached to the Appeal,

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, programmes or 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 attached hereto as Annex I.

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. Any such funds transferred to the Government shall be the subject of separate sub-agreements and shall be utilized 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 in the relevant sub-agreement and shall in any event provide the High Commissioner with full details of distribution.

5. The Government shall ensure that all 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. 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. 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 they deem necessary between the various chapters of the attached budget.

7. 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. Any funds made available to the Government under the Agreement concluded on 22 December 1975 but not spent or liquidated by 31 December 1976 shall be considered as made available under the present Agreement, as shall such funds committed prior to 31 December 1976 but not spent by 31 March 1977.

8. The Government shall submit monthly, by the last day of the subsequent month, interim financial reports showing the amounts spent by province in accordance with the tables attached hereto as Annex II. In addition, the Government shall submit to the High Commissioner by 28 February 1978 a final consolidated financial statement on the utilisation of funds as of 31 December 1977, in accordance with the table attached hereto as Annex III. The financial statement shall be accompanied by a certificate of the Government's Auditor. Any funds uncommitted at 31 December 1977 and commitments not liquidated by 31 January 1978 shall be reimbursed to the High Commissioner by 28 February 1978.

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, to the extent

possible, take necessary steps to ensure the reception, unloading, storage, transportation and distribution within Thailand of 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 to 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. When 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 and make readily available to the High Commissioner an inventory of any permanent equipment purchased with funds made available under this Agreement and the Agreement dated 22 December 1975. 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 funds made available under this Agreement 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 use of these funds.

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 January 1977 and shall terminate on 31 December 1977.

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

For
GOVERNMENT OF THE KINGDOM
OF THAILAND

Sadrudin Aqa Khan
(Signature).....

Manaspas Xuto
(Signature).....

(Name) *Sadrudin Aqa Khan*

(Name) *Manaspas Xuto*

(Title) *High Commissioner
for Refugees*

(Title) *Permanent Representative
of Thailand*

(Place) *Geneva*

(Place) *Geneva*

(Date) *22 July 1977*

(Date) *22 July 1977*

ANNEX I

UNHCR PROGRAMME OF ASSISTANCE TO
DISPLACED PERSONS FROM INDOCHINA IN THAILAND
ESTIMATES FOR THE PERIOD
1 JANUARY 1977 - 31 DECEMBER 1977
(in US dollars)

CATEGORY OF ASSISTANCE

	<u>Amount</u>
(A) <u>Basic Needs</u>	6,500,000
(1) Food	5,000,000
(2) Durable shelter	500,000
(3) Medical care (preventive and curative health centres: sanitation)	350,000
(4) Clothing, Household equipment, Blankets, Mosquito nets etc.	400,000
(5) Water supply	250,000
(B) <u>Self-Reliance and Educational Assistance</u>	2,100,000
(1) Self-reliance projects	2,000,000
(2) Educational assistance and Vocational training	100,000
(C) <u>Transport and Logistical Support</u>	300,000
(D) <u>Resettlement Ex-Thailand</u>	2,500,000
(E) <u>Programme Support and Contingency Reserve</u>	950,000
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Total	12,350,000 =====

INTERIM FINANCIAL REPORT - BY PROVINCE

MONTH : _____

PROVINCE : _____
 NUMBER DISPLACED PERSONS END OF MONTH : (OVER 12 YEARS) _____
 (UNDER 12 YEARS) _____

DESCRIPTION	RECEIPTS	PAYMENTS	UNPAID INVOICE AND UNLIQUIDATED COMMITME.	
	B.	B.	B.	DESCRIPTION/REMARKS
Opening bank balance (brought forward)	xxx xx			
Opening cash on hand balance (" ")	x xx			
Transfers from Operations Centre, Bangkok	xx xx			
Bank Interest	x xx			
Other receipts (specify)	xx			
<u>Food</u>				
Rice kg		x xx	x xx	1,000 kg Nai Daug
Meat kg		x xx		
Fish kg		x xx	xx	50 kg Nai Phol
Vegetable kg		x xx		
Dried food and seasoning		x xx		
Egg unit		x xx		

DESCRIPTION	RECEIPTS RM.	PAYMENTS RM.	UNPAID INVOICE AND UNLIQUIDATED COMMIT	
			RM.	DESCRIPTION/REMARKS
<u>Shelter</u> Constructions (Description, number, cost/unit, for persons)				
<u>Medical needs</u> Medicine Medical equipment Other (specify)				
<u>Water supply</u> Water supply Equipment (specify) Maintenance (specify)				
<u>Domestic items</u> Blankets Clothing Utensils Other domestic items (specify)				

Last instalment contract

(con.)

DESCRIPTION	RECEIPTS \$.	PAYMENTS \$.	UNPAID INVOICE AND UNLIQUIDATED COMMIT	
			\$.	DESCRIPTION/REMARKS
<u>Self-reliance schemes</u> (specify)		X XX		
<u>Education</u> (specify)		X XX X XX		
<u>Internal transportation</u>				
Period total	XXXXX	XXXXX	XXXXX	
Closing bank balance (carry forward)		XXXXX		
Closing cash on hand balance (" ")		XXX		
Total	XXXXX	XXXXX	XXXXX	

