

**UNITED NATIONS
(UNITED NATIONS HIGH COMMISSIONER
FOR REFUGEES)
and
CAMBODIA**

**Agreement on the establishment of a United Nations High
Commissioner for Refugees field office in Cambodia.
Signed at Phnom Penh on 13 September 1994**

Authentic text: English.

Registered ex officio on 13 September 1994.

**ORGANISATION DES NATIONS UNIES
(HAUT COMMISSARIAT DES NATIONS UNIES
POUR LES RÉFUGIÉS)
et
CAMBODGE**

**Accord relatif à l'établissement d'une délégation du Haut
Commissariat des Nations Unies pour les réfugiés au
Cambodge. Signé à Phnom Penh le 13 septembre 1994**

Texte authentique : anglais.

Enregistré d'office le 13 septembre 1994.

CO-OPERATION AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF CAMBODIA AND THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

PREAMBLE

Whereas the Office of the United Nations High Commissioner for Refugees was established by the United General Assembly Resolution 319 (IV) of 3 December 1949,²

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its Resolution 428 (V) of 14 December 1950,³ provides, *inter alia*, that the United Nations High Commissioner for Refugees, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solution for the problem of refugees by assisting governments and, subject to the approval of the governments concerned, non-governmental organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities.

Whereas the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,⁴

Whereas the Office of the United Nations High Commissioner for Refugees and the Royal Government of Cambodia wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

Now therefore, the Office of the United Nations High Commissioner for Refugees and the Royal Government of Cambodia, in a spirit of friendly co-operation, have entered into the present Agreement.

Article 1

DEFINITIONS

For the purpose of the present Agreement, the following definitions shall apply:

(a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;

(b) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on her behalf;

¹ Came into force on 13 September 1994 by signature, in accordance with article XVIII (1).

² *United Nations, Official Records of the General Assembly, Fourth Session (A/1251)*, p. 36.

³ *Ibid.*, *Fifth Session, Supplement No. 20 (A/1775)*, p. 46.

⁴ *Ibid.*, *Treaty Series*, vol. 1, p. 15 and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

- (c) “Government” means the Royal Government of Cambodia;
- (d) “Host Country” or “Country” means the Kingdom of Cambodia;
- (e) “Parties” means UNHCR and the Government;
- (f) “Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;
- (g) “UNHCR Office” means all the offices and premises, installations and facilities occupied or maintained in the country;
- (h) “UNHCR Representative” means the UNHCR official in charge of the UNHCR office in the country;
- (i) “UNHCR officials” means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly Resolution 76 (I);¹
- (j) “Experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR or undertaking missions for UNHCR;
- (k) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;
- (l) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

Article II

PURPOSE OF THIS AGREEMENT

The present Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the Country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the Host Country.

Article III

CO-OPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Co-operation between the Government and UNHCR in the field of international protection and humanitarian assistance to refugees and other persons of concern shall be carried out on the basis of the Statute of UNHCR, of other relevant Decisions and Resolutions relating to UNHCR adopted by the United Nations organs and of Article 35 of the Convention relating to the Status of Refugees of 1951,² and Article 2 of the Protocol relating to the Status of Refugees of 1967.³

¹ *Resolutions adopted by the General Assembly during the second part of its first session from 23 October to 15 December 1946 (A/64/Add.1)*, p. 139.

² United Nations, *Treaty Series*, vol. 189, p. 137.

³ *Ibid.*, vol. 606, p. 267.

2. The UNHCR office shall maintain consultations and co-operation with the Government with respect to the preparation and review of projects for refugees and other persons of its concern.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees and other persons of concern, shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel, including locally recruited personnel, unimpeded access to refugees and other persons of concern and to the sites of UNHCR projects in order to monitor all phases of their implementation in the Country.

Article IV

UNHCR OFFICES

1. The Government welcomes the establishment and maintenance of UNHCR offices in the Country for providing international protection and humanitarian assistance to refugees and other persons of its concern.

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the Country to serve as a Regional/Area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR offices will exercise functions as assigned by the High Commissioner, in relation to her mandate for refugees and other persons of her concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the Country.

4. In the event that UNHCR does not maintain an UNHCR office in the Country, it may, with the agreement of the Government, provide support for programmes of co-operation agreed to between the Government and UNHCR under the present Agreement, through a UNHCR Regional/Area office established in another country.

Article V

UNHCR PERSONNEL

1. UNHCR may assign to the UNHCR offices in the Country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the category of the officials and other personnel to be assigned to the UNHCR offices in the Country.

3. UNHCR may designate officials to visit the country for purposes of consulting and co-operating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment, and other materials, furnished by UNHCR; (c) seeking permanent solutions

for the problem of refugees and other persons of its concern, and (d) any other matters relating to the application of this Agreement.

Article VI

FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees and other persons of its concern in the Country. Such measures shall include the authorization to operate, free of license fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and other persons of its concern, and UNHCR personnel, provided appropriate notice is given in advance to the Government.

2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge or at a nominal rent.

3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed amount, to cover the cost of local services and facilities for the UNHCR offices, such as establishment, equipment, maintenance and rent, if any, of the offices.

4. The Government shall ensure that the UNHCR offices are at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take the necessary measures, to ensure the security and protection of the premises of the UNHCR offices and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

7. Financial contributions by the Government shall only be made in the future, if the Government budget so allows.

Article VII

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations. The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this Article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in Articles VIII to XVI of this Agreement.

Article VIII

UNHCR OFFICES, PROPERTY, FUNDS, AND ASSETS

1. UNHCR, its property, funds, and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

2. The premises of UNHCR offices shall be inviolable. The property, funds and assets of UNHCR, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable.

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the Country except under conditions agreed upon with the Government;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. Any materials imported or exported by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees and other persons of its concern, shall be exempt from all customs duties, taxes, fees and prohibitions and restrictions.

6. No direct taxes, value added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for UNHCR humanitarian assistance in favour of refugees and other persons of concern, or for UNHCR's official use. In respect of supplies, equipment and other materials purchased in the Country, the Government shall make appropriate administrative arrangements for the remission or return of any excise duty or tax payable as part of the price.

7. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorized institutions, hold and use funds, and securities;

(b) Bring funds, securities, and foreign currencies into the Host Country from any other country, use them within the Host Country or transfer them to other countries.

8. UNHCR shall be accorded the most favorable, legally available rate of exchange for its financial activities in the Host Country.

Article IX

COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other government including its diplomatic missions or to other intergovernmental and international organizations in matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex, facsimile and other communications, as well as rates for information to the press and radio.

2. The Government shall respect the inviolability of the official communications and correspondence of UNHCR and UNHCR officials and shall not apply any censorship to communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films, and sound and computerized recordings.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on registered frequencies of the United Nations, and those allocated by the Government, between its offices, within and outside the Country, and in particular with UNHCR Headquarters in Geneva.

Article X

UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representative and other senior officials, as may be agreed between UNHCR and the Government, shall enjoy, while in the Country, in respect of themselves, their spouses and dependent relatives the privileges and immunities, exemptions and facilities normally accorded to diplomatic agents. For this purpose the Ministry of Foreign Affairs and International Co-operation of the Government shall include their names in the Diplomatic List and issue corresponding identity documents.

2. UNHCR officials, while in the Country, shall enjoy the following facilities, privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(b) Immunity from inspection and seizure of their official baggage;

(c) Immunity from any military service obligations or any other obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households from immigration restriction and alien registration;

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(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them for sources outside the Country;

(g) Prompt clearance and issuance, without cost, of visas, licenses or permits, if required and free movement within, to or from the Country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the Country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the Host Country their funds for the lawful possession of which they can show good cause;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(j) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports;

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the Country to diplomatic representatives accredited in the Country and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of or permanent residents in the Host Country shall enjoy only those privileges and immunities provided for in the Convention.

Article XI

LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations Resolutions, Regulations and Rules.

Article XII

EXPERTS ON MISSION

Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity in respect to such words shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) The same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

Article XIII

PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the Host Country employed locally, the privileges and immunities specified in Article V, Section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licenses or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the Country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

Article XIV

NOTIFICATIONS

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

Article XV

WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

Article XVI

CLAIMS AGAINST UNHCR

1. UNHCR's humanitarian programmes for refugees and other persons of its concern are provided for the benefit of the Government and the people of the Country and, therefore, the Government shall bear all the risks of UNHCR's operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the humanitarian operations under the present Agreement that may be brought by third parties against UNHCR, UNHCR personnel and other persons performing services on behalf of UNHCR, in respect of such claims, indemnity and hold them harmless, except where the Government and UNHCR agree that the particular claim or liability was caused by gross negligence or willful misconduct.

Article XVII

SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XVIII

GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue in force until terminated under paragraph 5 of this Article.

2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees and other persons of its concern fully and efficiently and to attain its humanitarian objectives in the Country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant Resolution and Decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations which a view to amending this Agreement may be held at the request of the Government of UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

IN WITNESS WHEREOF, the undersigned, being duly appointed representatives of the Government and the United Nations High Commissioner for Refugees, respectively, have on behalf of the Parties signed the present Agreement, done in three copies, in the English language.

DONE in Phnom Penh this 13th day of September 1994

For the Office of the United Nations:

Name: SERGE DUCASSE

Title: Chargé de Mission

For the Royal Government
of Cambodia:

Name: NORODOM SIRIVUDH

Title: Deputy Prime Minister and
Minister of Foreign Affairs
and International Cooperation
