

No. 1012

**UNITED NATIONS
(UNITED NATIONS HIGH COMMISSIONER
FOR REFUGEES)
and
INTERNATIONAL FUND
FOR AGRICULTURAL DEVELOPMENT**

Cooperation Agreement. Signed at Rome on 10 June 1988

Authentic text: English.

Filed and recorded by the Secretariat of the United Nations on 10 June 1988.

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

et

**FONDS INTERNATIONAL
DE DÉVELOPPEMENT AGRICOLE**

Accord de coopération. Signé à Rome le 10 juin 1988

Texte authentique : anglais.

*Classé et inscrit au répertoire par le Secrétariat de l'Organisation des Nations
Unies le 10 juin 1988.*

COOPERATION AGREEMENT¹ BETWEEN THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT AND THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Dated 10 June 1988

AGREEMENT dated 10 June 1988 between the INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (hereinafter called IFAD) and the OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (hereinafter called UNHCR).

Whereas:

(A) By virtue of Article 2 of the Agreement Establishing IFAD,² the objective and functions of IFAD are to contribute to agricultural development mainly by augmenting food production and improving nutritional standards in its developing Member States and to raise the standard of living of the poorest population therein;

(B) The functions of UNHCR, by virtue of Chapter 1 of the Statute of the High Commissioner, are primarily to provide protection and assistance to seek durable solutions for refugees and returnees;

(C) UNHCR's search for durable solutions for refugees and returnees involves efforts to strengthen linkages between refugee aid and development;

(D) UNHCR's governing body, the Executive Committee, in 1986 urged the High Commissioner to intensify his efforts to promote actively development activities benefitting refugees and returnees, in cooperation with the specialized agencies of the United Nations and other international organisations specified in development assistance, as well as with non-governmental organisations with experience and expertise in this field;

(E) IFAD and UNHCR have as members of their governing bodies common developing States which attach high priority to agricultural development and employment for their overall socio-economic development;

(F) In many areas refugees, displaced persons and returnees are among the poorest rural populations and their future acceptance and self reliance require the promotion of overall activities and socio-economic development in those areas; and

(G) IFAD and UNHCR desire to establish a framework of cooperation in order to promote their common objectives in developing countries hosting refugees or receiving returnees, *inter alia*, through the implementation of development projects;

¹ Came into force on 10 June 1988 by signature, in accordance with section 7.6.

² United Nations, *Treaty Series*, vol. 1059, p. 191.

Now therefore, IFAD and UNHCR have agreed as follows:

I. DEFINITIONS

1.1. Wherever used in this Agreement, unless the context otherwise requires, and is expressly defined to this effect, the following terms have the following meanings:

(a) "Project": a specific project or programme for the identification, preparation, appraisal or implementation of which UNHCR and IFAD shall cooperate with each other within the framework of this Agreement and their respective mandate;

(b) "Recipient": the developing Member State of IFAD which receives financial assistance for the Project from either or both organisations;

(c) "Project Agreement": the Agreement called Project Agreement or by any other title, for the financing and implementation of the Project between the Recipient and one or both the Organisations party to this Agreement;

(d) "The Project Fund": the funds mobilised or to be mobilised by UNHCR from donors for the carrying out of the Project and any related activity; and

(e) "The Project Fund Account": the Account referred to in paragraph 5.3 of this Agreement.

II. COOPERATION, CONSULTATION AND EXCHANGE OF VIEWS

2.1. IFAD and UNHCR shall establish close cooperation with each other in order to promote their common objectives. To this end, they shall consult each other and exchange views and information, subject to considerations of confidentiality, on matters of mutual interest so that each Party may be informed of the projects and activities of the other Party which have the potential of promoting the common objectives of the Parties.

2.2. IFAD may assist UNHCR in the mobilization of resources needed for the Project for the implementation of which both IFAD and UNHCR shall cooperate.

2.3. Any activity carried out by either Party pursuant to this Agreement shall be consistent with the policies, procedures, criteria and regulations of each Party.

III. IDENTIFICATION, PREPARATION, APPRAISAL, NEGOTIATION AND IMPLEMENTATION OF PROJECTS

3.1. IFAD and UNHCR shall closely cooperate in the identification, preparation and appraisal of projects which are likely to be suitable for financing either exclusively by UNHCR or jointly by IFAD and UNHCR, as appropriate, and implementation through the collaboration of the Parties. To that end, IFAD and UNHCR shall make appropriate arrangements to enable both Organisations to plan, programme and coordinate their respective activities in the most cost-effective and efficient manner, including arrangements for the active participation of their staff, at the discretion of each Organisation concerned.

3.2. In consultation with UNHCR, IFAD may initiate appropriate action for the identification and preparation of projects. Upon receiving the project identification or preparation report, IFAD shall transmit an appropriate number of

copies of it, along with its comments and recommendations, as appropriate, to UNHCR prior to holding consultations between IFAD and UNHCR for decision on the suitability of the projects for further processing with a view to their financing and implementation.

3.3. IFAD shall undertake the appraisal of the Project jointly selected by IFAD and UNHCR for appraisal. Each such appraisal shall be conducted on the basis of terms of reference agreed between IFAD and UNHCR, in accordance with methods, standards and procedures used by IFAD in the appraisal of projects financed by it from its own resources. Such reports shall be furnished to UNHCR for its comments with appropriate recommendations by IFAD concerning the design of the Project, the conditions required for its efficient implementation and the achievement of the benefits expected therefrom.

3.4. IFAD and UNHCR shall discuss the terms and recommendations of the Appraisal Report and the draft legal documents as prepared by IFAD, and the financing of the Project and other relevant issues prior to negotiations with the Recipient.

3.5. IFAD and UNHCR, on the basis of the discussions referred to in paragraph 3.4 above, shall negotiate with the Recipient the terms and conditions for the carrying out and financing of the Project in accordance with the methods, standards and procedures used by IFAD in the negotiation of projects financed by IFAD from its own resources.

IV. ADMINISTRATION, REVIEW AND MONITORING AND EVALUATION

4.1. Administration of the Project Agreement for the purposes of supervision of the implementation of the Project and disbursement of the Project Fund under each Project Agreement shall be carried out in accordance with the constitutional requirements and policies of each Party.

4.2. (a) IFAD and UNHCR shall fully cooperate to ensure the effective coordination of their activities in connection with the achievement of the purposes of the Project. To this effect IFAD and UNHCR shall conduct joint reviews of the Project as may be needed.

(b) IFAD, in consultation with UNHCR, shall assist the Recipient in developing and implementing a monitoring and evaluation system for the Project.

(c) UNHCR shall have the right to monitor independently the Project implementation with a view to ascertaining the employment of refugee and returnee labour and the use of labour intensive methods for the agricultural and rural development aspects of the Project. A monitoring report shall be furnished by UNHCR to IFAD for its review and comments on a regular basis.

4.3. IFAD shall promptly inform UNHCR of any major dispute between the Recipient and IFAD concerning the interpretation or application of the Project Agreement to enable UNHCR to assist IFAD in taking necessary steps for settling the dispute in accordance with the Project Agreement.

V. FINANCIAL MATTERS

5.1. UNHCR shall bear the full cost of the pre-financing activity and supervision of the Project which is exclusively financed by it, and in the case of a project cofinanced by IFAD and UNHCR, such costs shall be shared between them. To this end, detailed financial and administrative arrangements, consistent

with the provisions of this Agreement, shall be worked out between UNHCR and IFAD.

5.2. In the case of an IFAD financed Project, where such a Project could be extended to refugees, detailed administrative and financial arrangements shall be worked out between IFAD and UNHCR whereby UNHCR shall, *inter alia*, ensure the availability of funds to cover the refugee component and related expenses of such a Project.

5.3. To ensure the timely carrying out of a Project activity, UNHCR shall deposit funds available for the Project into the Project Fund Account which IFAD shall open for that purpose in its name for each Project. IFAD shall make withdrawals from such Project Fund Account to meet expenditures eligible for financing under the Project Agreement.

5.4. Any pre-financing activities (e.g., identification, preparation and appraisal), shall be eligible for financing from the relevant Project Fund Account as shall have been agreed upon between IFAD and UNHCR prior to the start of the activity.

5.5. Except as otherwise agreed between IFAD and UNHCR, IFAD shall have no obligation to make any payment related to the Project, except to the extent of the funds deposited by UNHCR or on its behalf in the Project Fund Account for the Project.

5.6. IFAD shall finance from the Project Fund Account the costs incurred by UNHCR and itself in carrying out their respective tasks for the Project as specified in paragraph 4.2 of this Agreement and in accordance with the financial and administrative arrangements referred to in paragraph 5.1 above, whereby necessary funds shall be withdrawn in advance from the Project Fund Account for payment to UNHCR and IFAD.

5.7. IFAD shall ensure that all disbursements made for the Project out of the Project Fund Account are satisfactorily documented according to IFAD's financial and administrative procedures. All such information shall be provided to UNHCR at such intervals as IFAD and UNHCR shall agree.

VI. SUSPENSION OF ACTIVITIES

6.1. IFAD and UNHCR shall promptly consult with each other if in the reasonable opinion of either Party any condition arises which interferes or threatens to interfere with the successful performance of an activity carried out by either Party under any Project Agreement, or with the accomplishment of the purposes of the Project. The Parties shall cooperate towards the rectification or elimination of such conditions or shall take such other steps in this connection as they may decide to be appropriate.

VII. FINAL PROVISIONS

7.1. This Agreement may be terminated by either Party by written notice to the other Party and shall terminate one hundred and eighty days after receipt of such notice, provided that termination shall not affect and apply to any Project in the process of implementation until the Parties shall have consulted each other and agreed upon a course of action relating to such Projects.

7.2. IFAD and UNHCR may enter into appropriate supplementary arrangements within the scope of this Agreement.

7.3. From time to time, IFAD and UNHCR shall give consideration to the exchange of staff when desirable on such terms and conditions as may be mutually agreed upon.

7.4. Neither Party:

- (a) Shall be liable to indemnify the other party in respect of any claim, damage or demand arising out of the implementation of this Agreement and which may be made against that other Party; or
- (b) Shall accept liability for compensation for the death, disability or other hazards which may be suffered by employees of the other Party as a result of their employment on work which is the subject matter of the Project Agreement.

7.5. (a) Any relevant matter for which no provision is made in this Agreement shall be determined in a manner mutually acceptable to IFAD and UNHCR and consistent with this Agreement.

(b) Should any dispute arise as to the interpretation, application or any other question relating to the present Agreement which the Parties cannot settle through mutual consultation, the dispute or controversy shall be referred upon agreement by UNHCR and IFAD to a single arbitrator or, in case of default of agreement, to three arbitrators to be appointed in accordance with the arbitration rules of the United Nations Commission of International Trade Law.

7.6. (a) This Agreement shall enter into force and effect upon its signature by the Parties.

(b) The Parties shall consult with each other concerning any amendment requested by either Party to the provisions of this Agreement. Any amendment shall be agreed upon between the Parties in writing and shall enter into force after each Party has satisfied its necessary legal requirements.

7.7. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail or cable to the Party to which it is required to be given or made at such Party's address specified below or at such other address as the Party shall have specified in writing to the Party giving such notice or making such request.

For IFAD:

International Fund for Agricultural Development
107, via del Serafico
00142 Rome, Italy

For UNHCR:

Office of the United Nations High Commissioner for Refugees
Centre William Rappard
154, rue de Lausanne
CH-1202 Geneva, Switzerland

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized representatives have signed this Agreement in their respective names on the date first above mentioned.

International Fund
for Agricultural Development:

[*Signed — Signé*]¹

Office of the United Nations
High Commissioner for Refugees:

[*Signed — Signé*]²

¹ Signed by Idriss Jazairy — Signé par Idriss Jazairy.

² Signed by Jean-Pierre Hocké — Signé par Jean-Pierre Hocké.