

2. The Government of Australia will transfer certain persons seeking international protection to Malaysia for refugee status determination, in exchange for the Government of Australia accepting certain persons who have been determined to be refugees by the United Nations High Commissioner for Refugees (UNHCR) in Malaysia.
3. This Arrangement is subject to the respective Participant's relevant international law obligations in accordance with the applicable international law instruments or treaties to which the Participant is a Party.

Clause 2
(Definition)

For the purpose of this Arrangement, the following words will have the following meaning except where the context otherwise requires:

“Costs” means all agreed direct and indirect costs;

a) Have:

i.

- b) Who meet Australia's legal requirements for resettlement in Australia; and
- c) Where their resettlement would not exceed the total number of four thousand (4,000) persons to be resettled pursuant to this Arrangement.

Clause 6
(Transferees found to be Refugees)

Where a Transferee is determined to be a refugee they will be referred to resettlement countries pursuant to UNHCR's normal processes and criteria.

Clause 7
(Agreed Numbers)

1. The Government of Malaysia will accept up to an agreed maximum of eight hundred (800) Transferees. The Participants understand that the agreed number of transfers may occur prior to any resettlement pursuant to Clause 5.
2. The Government of Australia will resettle four thousand (4,000) persons over

Clause 9
(Commitments of the Government of Australia)

Financial

1. The Government of Australia will meet all costs that arise under this Arrangement in relation to the following:
 - a)

ii. Has been convicted by a final judgment of a particularly serious

Clause 12
(Other Agreed Terms)

1. Operations under this Arrangement will be carried out in accordance with the domestic laws, rules, regulations and national policies from time to time in force in each country and in accordance with the Participants' respective obligations under international law.
2. The Participants will ensure that no Transferee should be given any preferential treatment in the order of processing their claims in Malaysia and that they should receive no processing advantage (including access to resettlement) as a result of having undertaken irregular migration to Australia.
3. The Participants will exchange information and data (including biometric data) regarding Transferees consistent with their domestic information privacy requirements. Each Participant will observe the confidentiality and secrecy of the documents, information and other data received from, or supplied to, the other Participant during the period of the implementation of this Arrangement

3. The Participants will also establish an Advisory Committee to provide advice to the respective Governments on issues arising out of the implementation of this Arrangement and be a body to which the Governments might refer issues for consideration.
4. This Advisory Committee will comprise the following members:
 - a) Two representatives from each of the Government of Malaysia and the Government of Australia;
 - b) Subject to their agreement, a representative from each of the UNHCR and the IOM; and
 - c) Other representatives as agreed by the Participants.
5. The terms of reference for the Joint Committee and Advisory Committee will be agreed between the Participants.

Clause 14
(Operational Guidelines)

Operational Guidelines for the implementation of this Arrangement are attached as Annex A.

Clause 15
(Confidentiality)

The terms and conditions of this Arrangement will remain confidential between the Participants unless otherwise agreed.

Clause 16
(Effect of Arrangement)

This Arrangement represents a record of the Participants's intentions and political commitments but is not legally binding on the Participants.

Clause 17
(Other Rights and Interests)

The Participants will consult in circumstances where any Participant is concerned that implementation of this Arrangement is seen adversely to affect its rights and interests with respect to its national security, national and public interest, or public order and protection or intellectual property rights.

Clause 18
(Resolution of Differences)

Any differences between the Participants over the interpretation or application of this Arrangement will be resolved as soon as reasonably practicable by consultation between the Participants.

Clause 19
(Effective Date, Termination and Amendment)

1. This Arrangement will come into effect on the date of signature by both Participants and will remain in effect for a period of four (4) years.
2. The Participants may jointly decide in writing to vary or extend this Arrangement.

Clause 20
(Review of the Operation)

The operation of this Arrangement will be reviewed by the Participants, as and when necessary, to identify any concerns or variations that may need to be made to the Arrangement.

This Arrangement represents the understandings reached between the Government of Australia and the Government of Malaysia upon the matters referred to herein.

Signed in duplicate at Kuala Lumpur on this day 25 of July in the year 2011 in two (2) original English texts.

SIGNED FOR AND ON BEHALF OF THE GOVERNMENT OF AUSTRALIA		SIGNED FOR AND ON BEHALF OF THE GOVERNMENT OF MALAYSIA
HON. CHRIS BOWEN MINISTER OF IMMIGRATION AND CITIZENSHIP		HON. DATOŃ SERI HISHAMMUDDIN TUN HUSSEIN MINISTER OF HOME AFFAIRS