# भाग ५

## श्री ५ को सरकार

## कानून तथा न्याय मन्त्रालयको सूचना

**श्री ५ को सरकार र डेनमार्क सरकारबीच सम्पन्न भएको आर्थिक सहायता-सम्बन्धी सम्झौता सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।**

## FINANCING AGREEMENT
## BETWEEN
## HIS MAJESTY'S GOVERNMENT OF NEPAL
## AND
## THE GOVERNMENT OF DENMARK

His Majesty's Government of Nepal and the Government of Denmark desiring to strengthen economic co-operation and cordial relations between their countries, have agreed that, as a contribution to the economic development of Nepal, Danish financial assistance, by way of grant, shall be extended to His Majesty's Government of Nepal in accordance with the following provisions:

### Article I
### The Funds

The Government of Denmark represented by the Danish International Development Agency (Danida) shall make available to His Majesty's Government of Nepal, by way of grant, the amount of DK 115,000,000 (One Hundred and Fifteen million) Danish Kroner for the purposes described in Article II of this Agreement.

### Article II
### Use of the Fund

1. The Funds made available under the Grant shall be used to finance purchases in Denmark of Danish goods and services (including transport and insurance from Denmark to the project sites in Nepal) for the following projects:



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| | D. Kr. million |
|---|---|
| 1. Fourth Telecommunications Project | |
| 1a. Cables and accessories including poles, wires, boxes, ducts and tools | 92.00 |
| 1b. Contingencies for telecommunications contract | 3.00 |
| 2. Feasibility Study Account | 15.00 |
| 3. Unallocated | 5.00 |
| Total: D.Kr. 115.00 milion | |

2. Any proposal for additional projects or for the substitution of new projects for any of the above-mentioned projects shall be subject to the approval of both Parties.

## Article III

### Realization of the Projects

The projects shall be contracted for by Danida and implemented in accordance with the provisions laid down in this Agreement and with the plans, allocation of funds and other provisions as agreed by both Parties. Any change shall be subject to agreement between the Parties.

## Article IV

### Transfer of Ownership

Unless the Parties agree otherwise, His Majesty's Government of Nepal or any third Party designated by His Majesty's Government of Nepal and approved by Danida shall take over all rights and duties relating to the Supplies financed by Danida when the contracts for the realization of the projects mentioned in Article III have been fulfilled.

## Article V

### Shipment

All shipments of capital goods covered by this Agreement shall be in keeping with the principle of free circulation of ships in international trade in free and fair competition.



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## Article VI

### Taxes and other Public Charges

1. This Agreement shall be free from any present and future taxes imposed under existing or future laws of Nepal in connection with the issue, execution, registration, entry into force of the Agreement or otherwise.

2. His Majesty's Government of Nepal shall exempt the goods or services imported under this Agreement from any import duty, tax, national or other public charge such as import surcharges, duties to compensate for domestic excise taxes, charges or deposits in connection with the issuance of payments licences or import licences.

## Article VII

### Collaboration and Information

1. Both Parties shall collaborate fully to ensure that the purposes of this Agreement be accomplished. To that end the Parties shall at the request of one or the other of the Parties exchange views with regard to matters relating to the projects under this Agreement and provide each other with all such information as can reasonably be requested with regard to the matters in question.

2. Each Party has the right after mutual consultation to send its own agent(s) or duly authorized representative(s) to carry out any technical or financial mission that it may consider necessary to follow the execution of the projects to be financed under this Agreement.

To facilitate the work of such missions all relevant assistance, information and documentation shall be provided by both Parties.

3. Representatives of the Auditor General of Denmark shall have the right to carry out any audit or inspection considered necessary as regards the use of the Funds made available to His Majesty's Government of Nepal under this Agreement on the basis of all relevant documentation.

4. Project evaluations shall be carried out jointly at the request of either Party.



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## Article VIII

### Suspension

1. In the event of non-fulfilment by His Majesty's Government of Nepal of any commitment or arrangement between the Parties regarding this Agreement Danida may suspend, in whole or in part, further financing according to this Agreement.

2. Notwithstanding any suspension under this Article all the other provisions of the Agreement shall continue in full force and effect.

## Article IX

### Settelement of Disputs

1. Any dispute between the Parties arising out of the interpretation or administration of the present Agreement, which has not been settled within six months through diplomatic channels, shall, at the request of either Party, be submitted to a tribunal of arbitration consisting of three members. The chairman of the tribunal shall be a citizen of a third country and shall be appointed by common consent of the Parties. Should the Parties fail to agree on the appointment of the chairman of the tribunal within two months, either Party may request the President of the International Court of Justice to make the appointment. Each Party appoints his own arbitrator; if a Party abstains from appointing an arbitrator, the latter may be appointed by the chairman of the tribunal.

2. The working procedures of the Tribunal shall be as decided by Tribunal.

3. Each Party shall observe and carry out awards handed down by the tribunal.

## Article X

### Miscellaneous Provisions

1. Any notices, requests or agreements under this Agreement shall be in writing.

## Article XI

### Specification of Addresses

The following addresses are specified for the purpose of this Agreement:



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For HMG/N:

MINISTRY OF FINANCE
HIS MAJESTY'S GOVERNMENT OF NEPAL
HARI BHAWAN
KATHMANDU
NEPAL

Cablegrams : ARTHA
Telex : 2249 NP

For Danida : Ministry of Foreign Affairs,
Danish International Development Agency,
Asiatisk Plads 2
DK-- 1448 Copenhagen K
Denmark

Cablegrams : ETRANGERES COPENHAGEN
Telex : 31292 ETR DK

Article XII

Entry into Force of the Agreement

This Agreement Shall enter into force on the date of the signature.

In witness whereof the Parties hereto, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed in two original copies in the English language in Kathmandu on this 27th day of April, 1986.

For His Majesty's Government of Nepal:

Lok Bahadur Shrestha
Finance Secretary

For the Government of Denmark:

Dr. Kaj Baagoe
Ambassador Extraordinary and Plenipotentiary to the Kingdom of Nepal

आज्ञाले,
उदय नेपाली श्रेष्ठ
उपसचिव



श्री ५ को सरकारको छापाखाना, सिंहदरबार, काठमाडौंमा मुद्रित ।

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