

## भाग ५

श्री ५ को सरकार

## कानून तथा न्याय मन्त्रालयको सूचना

श्री ५ को सरकार नेपाल र डेनमार्क सरकारबीच सम्पन्न “आर्थिक सहयोग” सम्बन्धी सम्झौता सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ।

## FINANCING AGREEMENT

between the Government of Denmark and  
His Majesty's Government of Nepal

The Government of Denmark and His Majesty's Government of Nepal, desiring to strengthen the traditional 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 100 (one hundred) million Danish Kroner for the purposes described in article II.

## Article II

## Use of the Funds

1. The Funds 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:

- |  |               |
|--|---------------|
| 1. Rehabilitation and Extension of Dairy Factories | DKK 88.0 mio. |
| 2. Feasibility Studies                             | DKK 8.0 mio.  |
| 3. Contingencies                                   | DKK 4.0 mio.  |

Total

DKK 100.0 mio.

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.

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**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, allocations and other provisions stated in the Agreed Minutes signed in Kathmandu on 16th of June 1987 by representatives of 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 after the contracts for the realization of the projects mentioned in Article II 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.

**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

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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 to send his own agents or duly authorized representatives to carry out any technical or financial mission that he 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. Joint Danish-Nepalese project evaluations shall be carried out at the request of either Party.

#### Article VIII

##### Suspension

1. In the event of non-fulfilment by His Majesty's Government of Nepal of any commitment or agreement 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

##### Settlement of Disputes

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

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

#### Article X

##### Miscellaneous Provisions

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:

For His Majesty's

Government of Nepal:

Ministry of Finance  
Hari Bhawan  
Kathmandu  
Nepal

Cablegrams:

ARTHA NEPAL

Telex:

2249 NP

For the Government of

Denmark:

Danish International Development  
Agency, Danida  
Ministry of Foreign Affairs  
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.

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In witness whereof the Parties hereto, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed in two originals in the English language in Kathmandu on this 14th day of December 1987.

For the Government  
of Denmark

For His Majesty's Government  
of Nepal

Sd. \_\_\_\_\_

Sd. \_\_\_\_\_

आज्ञाले,  
उदय नेपाली श्रेष्ठ  
उप-सचिव

### भूलसुधार

खण्ड ३८ संख्या २५ मिति २०४५।६।१७ को नेपाल राजपत्र भाग ४ मा प्रकाशित यस मन्त्रालयको सूचनाको शीर्षक व्यहोरामा रहेको "श्री ५ को सरकारले" भन्ने शब्दहरूको अगाडि "संवैधानिक अंग तथा अन्य निकायका पदाधिकारीहरूको पारि-श्रमिकसम्बन्धी ऐन, २०४१ को दफा ३ बमोजिम" भन्ने वाक्यांश हुनुपर्नेमा सो छुट हुन गएकोले भूलसुधार गरिएको छ।

अर्थ मन्त्रालय

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मुद्रण तथा प्रकाशन विभाग, सिंहदरबार, काठमाडौंमा मुद्रित ।

आधिकारिकता २६०९ मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।



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Date 12/12/1977  
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In the event of the Parties hereto, acting through their  
representatives duly authorized for this purpose, have caused this  
Agreement to be signed in two originals in the English language in  
Kathmandu on this 14th day of December 1977.

For the Government of Nepal  
For His Majesty's Government of Denmark

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।