

भाग ५

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको सूचना

श्री ५ को सरकार, नेपाल र डेनमार्क सरकारबीच “प्राविधिक सहयोग (Technical Cooperation)” उपलब्ध गराउने सम्बन्धमा भएका सम्झौता सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

AGREEMENT BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL
AND

THE GOVERNMENT OF THE KINGDOM OF DENMARK
ON
TECHNICAL COOPERATION

Preamble

His Majesty's Government of Nepal (hereinafter referred to as “HMG/N”) and The Government of the Kingdom of Denmark (hereinafter referred to as “the Danish Government”) considering common interest of the two Governments for the economic development and social progress of their countries, and desiring to strengthen the legal and institutional framework of their technical co-operation, have agreed as follows:

ARTICLE I

Undertakings by the Contracting Parties

1. The Danish Government will make available to HMG/N such personnel, material resources and training opportunities as shall in each case be determined by the two Parties.
2. HMG/N will ensure the effective utilization of the said personnel, resources and training opportunities.
3. HMG/N and the Danish Government may by separate arrangements specify Technical Cooperation projects.

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ARTICLE II

Status and Utilization of Personnel

1. Personnel serving under this Agreement are officers recruited through the Danish International Development Agency (referred to as DANIDA) or through other channels under agreement with DANIDA to serve either on short-term or long-term assignments and whose salaries are paid in full by the Danish Government.

2. HMG/N shall in each case provide DANIDA with a complete job description for the officer wanted defining the duties of the post as well as the essential and desirable qualifications of the candidate.

3. DANIDA will provide HMG/N with all information necessary for the appraisal of the candidate such as training and previous professional experience.

4. HMG/N and DANIDA will jointly decide in which cases the Nepalese counterparts shall have to be assigned by HMG/N to officers made available by the Danish Government within the framework of this Agreement or other measures to be devised in order to achieve the desired objectives.

5. In carrying out his assignment every officer will be subject to the instruction and such laws of Nepal as are not inconsistent with the provisions of this Agreement.

6. Officers shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

7. (a) Except in cases of wilful misconduct or gross negligence HMG/N shall bear all risks and claims resulting from or occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the foregoing HMG/N shall indemnify and hold harmless the Danish Government and the officers made available by the Danish Government against any and all liability, suits, actions, demands, damages, costs or fees on

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account of death or injury to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

- (b) HMG/N shall ensure that all officers and their families shall enjoy the full protection of the law.

HMG/N shall further ensure that the officers and their families will always be treated in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Nepal by other countries or by international organizations. In the event of arrest or detention for any reason of an officer made available by the Danish Government or spouses or dependents of such officers or of criminal proceedings being instituted against them, the liaison officer to DANIDA, the DVS-office in Kathmandu, shall be notified immediately.

8. (a) HMG/N shall have the right to take action to replace any officer whose work or conduct is unsatisfactory; before exercising such right HMG/N shall inform the Danish Government.

- (b) The Danish Government shall have the right to recall any officer at any time before exercising such right the Danish Government shall, unless exceptional circumstances demand that such officers be recalled immediately, consult with HMG/N for that purpose as well as on arrangements for securing rapid replacement of such personnel.

9. If agreed upon between DANIDA and the Competent Authorities of HMG/N an officer may be transferred from one post to another during the period of assignment.

ARTICLE III

Obligations of the Government of Denmark

The Danish Government shall pay:

- (a) The cost of travel to and from the duty station in Nepal for officers. Travel expenses will also be paid for the families of officers assigned for more than 6 months.

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- (b) The cost of transportation to and from the duty station in Nepal of personal effects belonging to officers assigned for less than 6 months and personal and household effects belonging to officers assigned for more than 6 months, and their families.
- (c) The expenses of insurance to cover medicine and hospital.
- (d) All salaries and allowances accruing to officers for services in Nepal under this Agreement.

ARTICLE IV

Obligations of His Majesty's Government of Nepal

1. HMG/N undertakes that officers shall:
 - (a) be immune from national service and military obligations.
 - (b) be accorded privileges in respect of currency and foreign change control facilities as are no less favourable than that enjoyed by technical personnel of other countries or international organizations serving in Nepal.
2. HMG/N will make provision for the exemption of officers from:
 - (a) all taxes in respect of any emolument paid to them from Danish sources.
 - (b) all duties and taxes imposed on the import and export of personal and household effects imported by the experts and their families for their exclusive use within 6 months after their arrival subject to re-export on completion of tenure of service or payment of duties if sold locally. The term "personal effects and household effects" shall include inter alia for each household, one stove/cooker, microwave oven, refrigerator and deep freezer, one washing machine and vacuum cleaner, one radio, tape recorder or record player, one TV-set, two air-conditioner units, one micro computer, one typewriter, minor electrical appliances and furniture.

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(c) all duties and taxes imposed on the import and export of a motor vehicle, for personal use of the officers, or the purchase of such a motor vehicle in Nepal out of duty free stock within six months after their arrival, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold or any other kind of disposal to a person in Nepal unless resold to a person entitled to the same privileges.

3. HMG/N shall issue free multiple entry and exit visa for the officers and their families, work permits and residence permits for the officers and for the families of the officers.

4. HMG/N shall give assistance in clearance through customs of effects mentioned under 2 (b) and (c) above.

5. HMG/N shall give assistance in finding suitable housing accommodation.

6. Other facilities:

Local support for the work of the officer including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or other assistance, and free postage and telecommunications for official purposes.

7. HMG/N shall ensure that no currency or foreign exchange controls be imposed on funds brought into Nepal by DANIDA for purposes of this Agreement, provided that bank accounts for such funds shall be used exclusively for such purposes, and that balances on such accounts shall be fully transferable into Danish or any other convertible currency.

8. HMG/N shall allow every officer to operate an external account. Regarding the repatriation of sale proceed of the officers' motor vehicles, the officers shall apply separately to the Nepal Rastra Bank, and their applications will be dealt with in accordance with the foreign exchange control regulations at the time of their departure.

ARTICLE V

The provisions of the present Agreement shall apply equally to expatriate personnel recruited by DANIDA, who are already

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carrying out their activity in Nepal under the Technical Cooperation between the two Governments, as well as to their families.

ARTICLE VI Material Resources

HMG/N shall give exemption from all customs duties and other fiscal charges for all equipment, materials, supplies and spare parts supplied by Denmark to the activities agreed upon the shall give assistance in clearance through customs of such goods. The above mentioned items paid for by DANIDA shall, unless otherwise agreed upon, on termination of the activity for which the items are intended, become the property of HMG/N.

ARTICLE VII Fellowships

1. Fellowships for studies in Denmark will be available for candidates duly selected and nominated by HMG/N subject to confirmation by the Danish Government. Fellowships will normally be granted in connection with the cooperation between the two Governments.

2. Fellowships are granted for specialized studies to candidates who have completed their basic studies. Study programmes will be organised in the English language.

3. The Danish Government will pay:

(a) The cost of travel from Kathmandu to Denmark and return.

(b) All living costs and tuition fees, books and other tools and personal expenses during the study period in Denmark.

4. HMG/N is expected to guarantee that the Fellow can return to his former position in his home country upon completion of his study programme in Denmark.

5. HMG/N will pay the Fellow's salary allowed to him under current regulations to enable him to continue to meet his financial obligations in his home country.

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ARTICLE VIII

Evaluation

For the successful completion of the Technical Cooperation the Contracting Parties may consult each other in order to evaluate its periodical progress.

ARTICLE IX

Settlement of Disputes

Any difference or dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the Contracting Parties.

ARTICLE X

Amendment

This agreement may be amended or supplemented by mutual consent of the Contracting Parties by an exchange of letters.

ARTICLE XI

Entry into Force and Termination

This Agreement shall enter into force on the date of its signature and shall remain in force for five years and thereafter shall continue in force from year to year unless terminated by either of the Contracting Parties giving at least 6 months prior written notice before the expiry of the then current year.

Done in Kathmandu on this the 27th day of July 1988 in two originals in English language.

Sd.

For His Majesty's
Government of Nepal

Sd.

For the Government of
the Kingdom of Denmark

आज्ञाले,
उदय नेपाली श्रेष्ठ
उप-सचिव

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मुद्रण तथा प्रकाशन विभाग, सिंहदरबार, काठमाडौंमा मुद्रित ।

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Article VII
The Contracting Parties may, from time to time, in order to evaluate the progress of the technical cooperation...

Article VIII
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Article IX
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