

भाग ५

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको सूचना

श्री ५ को सरकार, नेपाल र डेनमार्क अधिराज्य सरकारबीच सम्पन्न भएको नेपालमा स्वयं सेवक सेवा उपलब्ध गराउने सम्बन्धी सम्झौता सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL
AND
THE GOVERNMENT OF THE KINGDOM OF DENMARK

ON

VOLUNTEER SERVICE

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 "Denmark")

Being desirous of strengthening and further promoting the friendly relation that exists between the two countries through the exchange of knowledge and professional skills have agreed as follows:

ARTICLE I

Denmark, represented by the Danish Association for International Co-operation (hereinafter referred to as the "Association"), shall furnish such volunteers as may be agreed upon by HMG/N. The Association shall within the limits of the availability of manpower and financial resources send volunteers to serve on development projects in Nepal.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ARTICLE II

The volunteers working under this agreement shall be placed under the general supervision and direction of the concerning project authorities of HMG/N.

ARTICLE III

The volunteers will serve in Nepal for a period of two years unless otherwise agreed. During the period of their stay in Nepal the volunteers shall observe and be subject to Nepal law.

During the assignment the volunteer shall be entitled to annual leave.

ARTICLE IV

The Association shall establish the office of its Resident Representative with necessary staff in Nepal to discharge the assigned responsibility under this agreement. The Resident Representative will also act as liaison officer to the Danish International Development Agency (DANIDA).

ARTICLE V

The Association shall:

- (a) Provide introductory training for the volunteers before they take up their assignments in Nepal.
- (b) Pay the transportation costs for the volunteers, the Resident Representative and members of the staff to and from Nepal.
- (c) Pay the emoluments of volunteers during their assignment in Nepal, including living allowance, leave allowance and transportation allowance.
- (d) Provide a limited number of motor vehicles including motor cycles as needed to enable the volunteers, the Resident Representative and members of the staff to perform their duties. The association shall cover the maintenance of the above vehicles which shall remain the property of the Association unless by mutual agreement transferred to HMG/N.
- (e) Cover the insurance expenditure of the volunteers.

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ARTICLE VI

HMG/N shall:

- (a) Provide the volunteers, the Resident Representative and members of the expatriate staff together with their families with the necessary visas, entry permits and all permits allowing them to work in Nepal.
- (b) Provide such in-country orientation for the volunteers as might be deemed necessary by HMG/N.
- (c) Accord equitable treatment to the volunteers, the Resident Representative and members of the expatriate staff and their property and grant them treatment no less favourable than that granted to any other non-Nepalese citizen residing in Nepal and fulfilling similar tasks.
- (d) Coordinate and prepare adequately in consultation with the Resident Representative the agreed placements of the volunteers and ensure support from the agreed institutions or projects to which the volunteers are assigned.
- (e) Exempt the volunteers, the Resident Representative and members of the expatriate staff from all personal and graduated taxes or any other taxes which may be imposed in Nepal on emoluments received from Danish sources outside Nepal.
- (f) Exempt the volunteers, the Resident Representative and members of the expatriate staff from customs duties on personal and household effects imported into Nepal within six months of their first arrival in Nepal, provided that the list of such goods are agreed by the Ministry of Finance, HMG/N, and are reexported from Nepal. Such goods if sold in Nepal will be subject to custom duties in accordance with Nepalese regulations at the time of their departure from Nepal. In case of a motor vehicle this privilege shall be subject to treatment in accordance with Nepalese regulations for exportation or sale of tax and duty free imported vehicles.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

- (g) Exempt the Association from all taxes, fees and customs duties on the necessary equipment and supplies for the implementation of the projects or operation of the Association, imported into Nepal by the Association, provided the list of such goods are agreed by the Ministry of Finance, HMG/N.
- (h) Accord the Association duty free importation into Nepal or duty free purchase of motor vehicles in Nepal including motor cycles mentioned in Article V (d), agreed by the Ministry of Finance, HMG/N, provided that such vehicles if sold to a person not likewise privileged shall be subject to payment of import duties in accordance with Nepalese regulations.
- (i) Provide rent free housing with basic furniture for the volunteers. Alternatively if suitable housing is not available from Government sources, HMG/N agrees to pay to the Association Rs. 125 per month as a token for housing allowance.
- (j) Provide a suitable office for the Association in Kathmandu at a reasonable rent to be paid by the Association, if such accomodation is not available on the open market.
- (k) Provide suitable accomodation for the Resident Representative and members of the expatriate staff and their families in Kathmandu at a reasonable rent to be paid by the Association, if such accomodation is not available on the open market.
- (l) Pay allowances and the cost of travel undertaken by the volunteers while on official duty.
- (m) Provide ordinary medical services and facilities for the volunteers.
- (n) Keep the Association informed of any serious disagreement arising between a volunteer and the institution to which he/she is assigned.
- (o) Allow the Resident Representative and the staff to visit and observe the activities of the volunteers.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ARTICLE VII

- (a) The Association may recall a volunteer after consultation with HMG/N. However, such action should not impair the execution of the project or programme to which the volunteer has been assigned.
- (b) HMG/N after consultation with the Association shall have the right to demand the recall of any volunteer whose work or conduct is unsatisfactory in its opinion. In such a case the Association shall subsequently recall such volunteer.

ARTICLE VIII

In accordance with the contract between the volunteer and the Association, the volunteer will have the right to resign from service after having consulted the Resident Representative and after having given reasonable notice.

ARTICLE IX

His Majesty's Government of Nepal 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 preceding sentence HMG/N shall indemnify and hold harmless the Danish personnel against any and all liability suits, actions, demands, damages, costs or fees, on account of death, injury to person, 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. In the event of gross negligence or wilful intent giving rise to any such claim the personnel shall remain liable to indemnify HMG/N.

ARTICLE X

HMG/N undertakes that the Resident Representative, members of the expatriate staff, and the volunteers shall be exempted from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ARTICLE XI

In the event of arrest or detention of a volunteer, his spouse or dependents, or of criminal proceedings being instituted against them the Resident Representative shall be notified immediately.

ARTICLE XII

This Agreement shall be valid for a period of four years from the day of its signature and may be renewed by mutual consent for a similar period afterward; unless terminated by either party by giving 90 days prior notice to the other of its intention to terminate it.

In witness whereof the undersigned, being duly authorised thereto, have signed the present agreement.

Done in Kathmandu on Twenty-seven February Nineteen Hundred Eighty-six in two original copies in English language both being equally authentic.

For His Majesty's
Government of Nepal

For the Government of
the Kingdom of Denmark

Lok Bahadur Shrestha
Secretary
Ministry of Finance

Kaj Baago
Ambassador

आज्ञाले,
उदय नेपाली श्रेष्ठ
उपसचिव

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श्री ५ को सरकारको छापाखाना, सिंहदरबार, काठमाडौंमा मुद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।