

भाग ५

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको सूचना

श्री ५ को सरकार, नेपाल र नेदरल्याण्ड सरकारबीच BEEKEEPING TRAINING AND EXTENSION SUPPORT PROJECT सम्बन्धमा सम्पन्न भएको सम्झौता सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL

AND

THE GOVERNMENT OF THE NETHERLANDS

CONCERNING

BEEKEEPING TRAINING AND EXTENSION

SUPPORT PROJECT

His Majesty's Government of Nepal (hereinafter referred to as "HMG/N") and the Government of the Netherlands acting through the Netherlands Development Organization in Nepal (hereinafter referred to as "SNV-Nepal").

Being desirous to strengthen and promote the friendly relations existing between the two countries and,

Being desirous to improve the economic and social conditions of the people of Nepal;

Have agreed as follows:

Article 1

The Programme

The Beekeeping Training and Extension Support Project (hereinafter referred to as "BETRESP") shall be established for the conduct of this programme. It will be undertaken jointly by HMG/N through the Industrial Entomology Project (IEP) under HMG/N, Ministry of Agriculture (MOA) and SNV-Nepal.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

Article 2

The Objectives

The objectives of BETRESP shall be as follows:

- (1) To develop modern beekeeping in order to make it a worthwhile income generating activity; and
- (2) To increase the benefits derived from honey by conducting research, training and extension on bee management.

Article 3

Duration

The duration of this Agreement shall be of six years from the date of its signing by the Authorized Representatives of HMG/N and the Government of the Netherlands.

Article 4

Responsible Authorities

- 4.01 HMG/N shall designate MOA as the agency responsible for the implementation of its obligations under this Agreement and the Secretary/MOA or his designate shall be its Authorized Representative.
- 4.02 The Government of the Netherlands shall designate SNV-Nepal as the agency responsible for the implementation of its obligations under this Agreement and the Resident Representative of SNV-Nepal or his designate shall be its Authorised Representative.

Article 5

Financial Contributions by HMG/N

- 5.01 HMG/N shall contribute a total amount of Nepalese Rupees (NRs) 6,226,000/- (six million two hundred twenty six thousand only) for BETRESP.
- 5.02 The contributions of HMG/N shall be used.
 - (1) To bear the operating expenses upto a total of NRs. 1,073,000/- (one million seventy three thousand only);
 - (2) To bear the local staff costs upto a total of NRs. 3,053,000/- (three million fifty three thousand only); and
 - (3) To purchase ten hectares of marginal land in a place suitable for beekeeping: five hectares for the Central

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Bee Station (CBS) at Godavari in Kathmandu Valley in the Central Development Region; and two-and-half hectares for each of the Sub Bee Stations (SBS) to be established at suitable locations in the Eastern and in the Mid-Western Development Regions.

Article 6

Financial Contributions by SNV-Nepal

6.01 SNV-Nepal shall provide HMG/N a grant assistance of NRs. 11,877,000/- (eleven million eight hundred seventy seven thousand only), which is equivalent to Dutch Guilders 1,522,600/- (one million five hundred twenty two thousand and six hundred only) for BETRESP.

6.02 The contributions of SNV-Nepal shall be used, inter alia,:

- (1) To bear the costs of civil works upto a total of NRs. 2,955,000/- (two million nine hundred fifty five thousand only);
- (2) To bear the costs for goods, equipment and vehicles to be provided by SNV-Nepal for BETRESP upto a total of NRs. 1,361,000/- (one million three hundred sixty one thousand only);
- (3) To bear all training costs, study visits and study tours both in and outside the country upto a total of NRs. 2,906,000/- (two million nine hundred six thousand only);
- (4) To bear the local staff costs upto a total of NRs. 1,543,000/- (one million five hundred forty three thousand only);
- (5) To bear the operating expenses upto a total of NRs. 1,229,000/- (one million two hundred twenty nine thousand only); and
- (6) To bear the costs of evaluations, i. e. one mid-term evaluation and one final evaluation upto a total of NRs. 335,000/- (three hundred thirty five thousand only).

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Article 7

General Undertakings and Understandings

7.01 HMG/N shall provide the institutional framework and the organizational structure so that beekeeping will get significant status, attention and priority.

7.02 HMG/N shall provide necessary qualified manpower on a permanent basis as follows:

(1) At the Central Level:

(a) The Chief, IEP to act as Project Manager with the overall responsibility for BETRESP;

(b) Three Technical Officers: One to head the CBS and the other two each with the required number of Junior Technicians (JT) and Junior Technical Assistants (JTA) to head the following sections under CBS:

i. Training and Extension Section, and

ii. Research Section.

(c) Two Administrative Assistants (one- general and one- financial) to assist the Project Co-Manager from SNV-Nepal in managing BETRESP's Bee-Unit (BU) as a co-ordinating body for a national bee-keeping programme.

(2) At the Regional Level:

(a) One Technical Officer each with required number of JTs and JTAs to head the SBS:

(b) A required number of Fieldmen, especially terained in beekeeping, to head the Trial and Demonstration Apiaries attached to the twelve existing Horticulture Farms in the Central Development Region;

(3) At the District Level:

(a) Seven JTs to head the Service Centres in seven districts covered by BETRESP;

(b) A required number of bee motivators on voluntary basis in the seven districts covered by BETRESP to render regular technical services.

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- 7.03 The required number of personnel under Article 7.02 above shall be determined as described in the Project Document which forms an Annex to this Agreement.
- 7.04 HMG/N shall make sure that the goods, equipment and vehicles to be provided by SNV-Nepal for BETRESP will be used exclusively for their intended purpose.
- 7.05 HMG/N shall be responsible for the maintenance of all the buildings built under BETRESP and the goods, equipment and vehicles provided for BETRESP.
- 7.06 SNV-Nepal shall depute qualified manpower as follows:
- (1) One SNV-personnel acting as Project Co-Manager assisted by two Administrative Assistants from HMG/N as referred to in clause (c) of Article 7.02 (1) above to head the BU;
 - (2) One SNV-Volunteer (technical advisor) to work together with one Technical Officer in the Research Section at the CBS.

Article 8

Implementation

The workplan and phasing of all activities within BETRESP as described in the Project Document shall be worked out and specified towards the last trimester of each Nepali fiscal year for the year to come. The workplan shall be prepared and agreed upon in a joint meeting of the Responsible Authorities.

Article 9

Periodic Review, Monitoring and Evaluation

- 9.01 The Periodic Review and Monitoring of BETRESP's progress shall be carried out as per the established procedures of HMG/N and SNV-Nepal.
- 9.02 A mid-term evaluation of BETRESP shall be held in the spring of 1990 and the final evaluation shall be held in the spring of 1993.
- The "Terms of Reference" and other formalities regarding the planned evaluations shall be jointly agreed upon between HMG/N and SNV-Nepal.

Article 10

Financial Management

- 10.01 HMG/N shall undertake to allocate its contributions as specified in Article 5, in order to ensure the smooth implementation of BETRESP.
- 10.02 SNV-Nepal shall disburse its financial contributions as specified in Article 6 on a half-yearly basis: at the beginning of the calendar year (January) and at the beginning of the Nepal fiscal year (July).

Article 11

Financial Reporting

- 11.01 Both HMG/N and SNV-Nepal shall agree to provide financial reports on all BETRESP activities on a half-yearly basis (in June and December respectively), to ensure financial control over all funds disbursed to BETRESP.
- 11.02 The reporting shall be done as per the Prescribed formats of HMG/N for similar bilateral projects.

Article 12

Other Provisions

- 12.01 HMG/N shall extend to the SNV-personnel in BETRESP the privileges which are accorded to all SNV-personnel under the Agreement signed between HMG/N and the Government of the Netherlands on 16th May 1983, concerning the employment of Netherlands volunteers.
- 12.02 HMG/N shall exempt from import and export duties or fiscal charges on all goods, equipment and vehicles provided for BETRESP by SNV-Nepal.
- 12.03 HMG/N shall not hold SNV-Nepal and its personnel deputed to BETRESP responsible for any liability or claim related to any of the activities under BETRESP, except where such activities amount to gross negligence or wilful misconduct of such personnel.
- 12.04 HMG/N shall allow SNV-Nepal to maintain a separate Convertible Account for the operation of BETRESP to ensure a smooth financial flow.

Article 13
Project Document

All agreed points described in detail in the Project Document shall be an Annex to this Agreement.

Article 14
Entry into force, Amendment and Termination

14.01 This Agreement shall enter into force from the date of its signing by the Authorized Representatives of HMG/N and the Government of the Netherlands.

14.02 This Agreement may be amended from time to time as agreed upon between the two Governments.

14.03 The parties of this Agreement are bound to make every effort to accomplish the objectives set forth herein. Either Government may terminate this Agreement by giving six months prior notice.

In case of termination, both Governments undertake to fulfil their commitments made before the date of such termination
IN WITNESS WHEREOF the undersigned, being duly authorized by their respective authorities, have signed this Agreement.
Signed in duplicate in Kathmandu this 13th day of August 1987.

ON BEHALF OF
HIS MAJESTY'S
GOVERNMENT OF NEPAL

Sd.

Lok Bahadur Shrestha
Secretary,
Ministry of Finance

ON BEHALF OF
THE GOVERNMENT
OF THE
NETHERLANDS

Sd.

E.E. Scheper
Resident Representative a.i.,
The Netherlands
Development
Organization

आज्ञाले,

उदय नेपाली श्रेष्ठ

उप-सचिव

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मुद्रण तथा प्रकाशन विभाग, सिंहदरबार, काठमाडौंमा मुद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।