

No. 18387

FEDERAL REPUBLIC OF GERMANY
and
NEPAL

**Agreement regarding technical co-operation. Signed at
Kathmandu on 30 May 1974**

Authentic texts: German, Nepalese and English.

Registered by the Federal Republic of Germany on 28 March 1980.

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
NÉPAL

**Accord de coopération technique. Signé à Katmandou le
30 mai 1974**

Textes authentiques : allemand, népalais et anglais.

Enregistré par la République fédérale d'Allemagne le 28 mars 1980.

AGREEMENT¹ BETWEEN HIS MAJESTY'S GOVERNMENT OF NEPAL
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF
GERMANY REGARDING TECHNICAL CO-OPERATION

His Majesty's Government of Nepal (hereinafter referred to as HMG/N) and the Government of the Federal Republic of Germany (hereinafter referred to as FRG),

On the basis of the friendly relations existing between the two countries and their peoples,

Desiring to intensify those relations,

Considering their common interest in promoting economic and social progress in their countries, and

Recognizing the benefits to be derived by both countries from closer technical co-operation,

Have agreed as follows:

Article 1. 1) The Contracting Parties shall endeavour to co-operate and assist each other in technical matters on the basis of the present Agreement.

2) HMG/N and the Government of the FRG may conclude arrangements regarding individual projects of technical co-operation.

Article 2. 1) The arrangements referred to in article 1, paragraph 2), of the present Agreement may provide that the Government of the FRG shall

1. Assist in the establishment of training and advisory centres as well as other facilities in the Kingdom of Nepal by sending teachers and specialists, and by providing equipment;
2. Engage consultants to make studies for individual projects;
3. Send experts to the Kingdom of Nepal to carry out special tasks and provide them with their professional outfit;
4. Place advisers at the disposal of HMG/N;
5. Reaffirm co-operation between the two countries in the field of education and training;
6. Promote co-operation between scientific institutions in both countries by dispatching, or procuring the services of, scientific and technical personnel, and by providing equipment.

2) All personnel whose particulars are furnished to HMG/N by the Government of the FRG, unless HMG/N raises any objection within a period of two weeks, shall be treated as accepted. They are hereinafter referred to as "specialists".

3) The Government of the FRG shall meet the cost of transporting and insuring the equipment it has supplied for the individual projects as far as the project station; this shall not include the cost of storage at the project station.

¹ Came into force on 30 May 1974 by signature, in accordance with article 10 (1).

Article 3. 1) The Government of the FRG shall endeavour

1. To promote the advanced training of Nepalese specialists, high-level personnel, scholars and scientists in the FRG or other countries;
2. To arrange for the training and advanced training of Nepalese nationals in the FRG or at institutions promoted under German Technical Assistance programmes;

2) The execution of the measures envisaged in paragraph 1) above, especially with regard to the acceptance of applicants for training under promotion programmes, shall be subject to separate arrangements.

3) HMG/N shall endeavour to offer to or procure for the Nepalese nationals having undergone training or advanced training in the FRG appointments commensurate with their professional knowledge and shall in particular examine whether it can recognize the examinations passed in the FRG in accordance with their respective standard. It shall furthermore endeavour to afford the persons concerned opportunities with regard to careers, appointments and advancements as are commensurate with their education and training and with the rules and regulations of HMG/N.

Article 4. HMG/N shall, unless otherwise provided for in the arrangements concluded under article 1, paragraph 2), of the present Agreement,

1. Provide for the projects in the Kingdom of Nepal the land and buildings required, including equipment for the buildings, in so far as it is not supplied by the Government of the FRG;
2. Assist in the procurement of dwellings for the specialists sent to the Kingdom of Nepal and their families;
3. Exempt from import duties, licence fees and other public charges the articles supplied for the projects on behalf of the Government of the FRG;
4. Bear the cost of operation and maintenance in respect of the projects in accordance with a plan to be drawn up jointly;
5. Make available at its expense Nepalese technical and auxiliary personnel as well as interpreters or translators as required;
6. Ensure that, after a reasonable period of time, the specialists are replaced by qualified Nepalese personnel. As far as the latter are to receive training in the FRG or another country, it shall in good time and with the assistance of the appropriate German Mission or of experts designated by that Mission nominate a sufficient number of candidates for such training. It shall nominate only such candidates as have given an undertaking that they will serve on the relevant project for at least five years upon returning from the FRG;
7. Ensure that all authorities and organizations concerned with the implementation of the present Agreement are fully informed of its contents in good time.

Article 5. 1) The Government of the FRG shall ensure that the service or work contracts concluded with the specialists contain obligations pledging them

1. To do their best, within the framework of the arrangements concluded on their work, to help achieve the purposes set forth in Article 55 of the United Nations Charter;
2. Not to interfere in the internal affairs of the Kingdom of Nepal;
3. To respect the laws and customs of the Kingdom of Nepal;

4. Not to engage in any gainful occupation other than that to which they have been assigned, and
5. To co-operate in a spirit of mutual confidence with the official agencies in the Kingdom of Nepal.

2) If HMG/N wishes a specialist to be recalled in the interest of co-operation, it shall in good time request the appropriate German Mission for his withdrawal. When intending to recall a specialist of its own accord, the Government of the FRG shall contact HMG/N at the earliest possible date. In both cases the Governments shall co-operate in a spirit of mutual confidence, in order to overcome, in the interests of all concerned, any difficulties that may arise over the recall of a specialist. The Government of the FRG shall replace a recalled specialist as soon as possible.

Article 6. 1) HMG/N

1. Shall ensure that the specialists and their families receive full protection for their person and their property; the same shall apply to all persons forming part of their households except if they are nationals of the Kingdom of Nepal;
2. Afford persons referred to under subparagraph 1 above any assistance they may require for their repatriation in times of international crises;
3. Ensure that the persons referred to under subparagraph 1 above will be safe from arrest or detention in connection with their assigned work and permit them to leave the country unhindered, in particular if the Government of the FRG so requests;
4. Assume liability in place of the specialists in respect of any damage, except the damage caused wilfully or through gross negligence, to a third party caused by the specialists during the performance of their assigned work under the present Agreement. HMG/N may not assert any claim for compensation against the specialists;
5. Issue to the persons referred to in subparagraph 1 above a document of identification; the documents issued to the specialists shall also contain an assurance that the national authorities will assist them in the performance of the tasks assigned to them.

2) The privileges and immunities mentioned in paragraph 1), subparagraph 3, above shall not be granted for the personal benefit of the persons concerned. The Government of the FRG may, at the request of the host country, waive them if it considers that they have been abused.

Article 7. 1) HMG/N shall

1. Permit the persons referred to in article 6, paragraph 1), subparagraph 1, of the present Agreement to enter or leave the country free of charge at any time and issue work and residence permits as required;
2. Levy no taxes or other fiscal charges on payments made from funds of the Government of the FRG to specialists for services rendered under the present Agreement; the same shall apply to any payments made to building and consulting firms;
3. Permit the persons referred to in article 6, paragraph 1), subparagraph 1, of the present Agreement to import for the duration of their stay, duty and tax free and without providing security, articles intended for their personal use; such articles shall also include for each household one motor vehicle, one refrigerator, one deep-freezer, one washing-machine, one cooker, one radio, one record player,

one tape recorder, small electrical appliances, as well as, for each person, one air conditioner, one heater, one fan, and one set of photographic and cine equipment; it shall also be permitted to import replacements, duty and tax free and without providing security, for such articles imported upon first entry as have become unserviceable or been lost;

4. Permit the persons referred to in article 6, paragraph 1), subparagraph 1, of the present Agreement to import duty and tax free, for their personal requirements, medicaments, foodstuffs, beverages and other articles of daily use.

2) If HMG/N enforces rules and regulations on duty and tax treatment generally and equally applicable to specialists sent to Nepal under assistance programmes of donor countries and international organizations, these rules and regulations shall also apply to the German specialists and replace the provisions of paragraph 1), subparagraphs 3 and 4, above.

Article 8. The provisions of the present Agreement shall also apply to those specialists who, at the time of entry into force of this Agreement, are already active in the Kingdom of Nepal within the framework of technical co-operation between HMG/N and the Government of the FRG; the same shall apply to the other persons referred to in article 6, paragraph 1), subparagraph 1, of this Agreement.

Article 9. The present Agreement shall also apply to Land Berlin, provided that the Government of the FRG does not make a contrary declaration to HMG/N within three months of the entry into force of this Agreement.

Article 10. 1) The present Agreement shall enter into force on the date of signature thereof and shall remain valid for a period of five years. Thereafter, it shall continue to remain in force for further periods of one year unless terminated by either Government by giving three months' notice in writing to the other before the expiry of any such period.

2) Any projects of technical co-operation agreed upon prior to the expiry of the present Agreement shall, until their completion, remain subject to its provisions after expiry.

DONE at Kathmandu on May 30, 1974, in six originals, two each in the Nepalese, German and English languages. The Nepalese and German texts shall be equally authentic. In case of divergent interpretations of the Nepalese and German texts, the English text shall prevail.

[Signed]¹

For His Majesty's Government of Nepal

[Signed]²

For the Government
of the Federal Republic of Germany

¹ Signed by B. B. Pradhan — Signé par B. B. Pradhan.

² Signed by E. Mirow — Signé par E. Mirow.