

No. 22927

**NETHERLANDS
and
NEPAL**

Agreement concerning the employment of Netherlands volunteers. Signed at Kathmandu on 16 May 1983

Authentic text: English.

Registered by the Netherlands on 29 May 1984.

**PAYS-BAS
et
NÉPAL**

Accord relatif à l'emploi de volontaires néerlandais. Signé à Katmandou le 16 mai 1983

Texte authentique : anglais.

Enregistré par les Pays-Bas le 29 mai 1984.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND HIS MAJESTY'S GOVERNMENT OF NEPAL CONCERNING THE EMPLOYMENT OF NETHERLANDS VOLUNTEERS

The Government of the Kingdom of the Netherlands (hereinafter referred to as "the Netherlands Government") and His Majesty's Government of Nepal (hereinafter referred to as "HMG/N"),

Being desirous to strengthen and further promote the friendly relations and understanding existing between the peoples of the two countries through the exchange of knowledge and professional skills,

Have agreed as follows:

Article 1. The Netherlands Government shall, upon request of HMG/N within the limits of the availability of manpower and financial and material sources, send volunteers to serve on specific development projects in Nepal selected for support.

Article 2. 1. The Netherlands Government shall entrust the implementation and administration of this Agreement to the Organization of Netherlands Volunteers (hereinafter referred to as "the Organization"). The details of such implementation shall be arranged and agreed upon between the Ministry of Finance of HMG/N and the Organization.

2. The Organization shall establish the office of its Resident Representative in Nepal for the implementation of this Agreement as well as to serve as a liaison office for the various other bilateral aspects of development between the Netherlands Government and HMG/N.

Article 3. 1. HMG/N shall afford the volunteers sent under this Agreement all the assistance they may reasonably require for the satisfactory performance of their duties.

2. During the period of their stay in Nepal the volunteers shall respect the Nepal laws and regulations.

3. Subject to previous consultation with and agreement of HMG/N, representatives of the Netherlands Government or of the Organization may inform themselves about the progress in connection with the project to which the volunteers have been assigned.

Article 4. 1. The Netherlands Government 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.

2. HMG/N may, after consultation with the Netherlands Government, request the recall of a volunteer if in its opinion the personal or professional conduct of such volunteer justifies such a measure. Upon such a request the Netherlands Government shall subsequently recall such volunteer.

¹ Came into force on 10 February 1984, the date of receipt of the last of the notifications (of 29 September 1983 and 8 February 1984) by which the Parties informed each other of the completion of their respective constitutional requirements, in accordance with article 9 (1).

Article 5. The Netherlands Government shall:

- a. Be responsible for the pre-assignment training of volunteers prior to their departure for Nepal;
- b. Meet the cost of social insurance, salaries and travel from and to the Netherlands of the volunteers;
- c. Furnish the volunteers with such personal and professional equipment as is deemed necessary for the effective performance of the volunteers duties. Such equipment shall remain the property of the Netherlands Government unless, by mutual agreement, the ownership has been vested in HMG/N;
- d. Meet the cost of the office referred to in Article 2 and, with the prior consultation of HMG/N, provide necessary equipment, including motor vehicles to the said office.

Article 6. HMG/N shall:

- a. Exempt the volunteers or their dependants from imports and customs duties on new or used household effects and personal belongings as well as professional equipment, imported into Nepal within six months after their first arrival in Nepal, provided that such goods are reexported from Nepal at the time of their departure or within such period as may be agreed upon by the Ministry of Finance of HMG/N;
- b. Exempt from all import and export duties and other official charges all equipments including motor vehicles and other supplies provided by the Netherlands Government or the Organization destined for the implementation of concerned projects or for the office referred to in Article 2;
- c. Exempt from all taxes and other fiscal charges all emoluments received by the volunteers from Netherlands sources or to be remitted from overseas as payment for their services;
- d. Grant the volunteers necessary exchange facilities at the official rate of exchange for their emoluments received from the Netherlands Government;
- e. Make provisions for duty-free importation or purchase out of bond of one motor vehicle by the volunteer within six months of first arrival in Nepal provided that such vehicle, if sold to a person not likewise privileged, shall be subject to payment of an appropriate import duty fixed by the Custom Department;
- f. Provide the volunteers with free of charge identity documents to assure them of full assistance from the appropriate authorities in Nepal in the performance of their duties;
- g. Provide the volunteers with permission to stay and enter or leave the country at any time according to the applicable immigration laws of Nepal and offer the volunteers and their families in Nepal repatriation facilities in the time of national or international crises as may be reasonable under the circumstances;
- h. Exempt the volunteers from the payment of fees and other charges relating to visa, immigration and personal registration;
- i. Exempt the volunteers or their dependants from national service obligations;
- j. Provide Rs 125/- per month for accommodation to the volunteers;
- k. Grant the volunteers immunity from legal action in respect of any acts done and words spoken or written in their official capacity.

Article 7. The provisions as contained in Article 6 except paragraph *j* of the present Agreement shall equally apply to the Resident Representative referred to in Article 2, paragraph 2, and to his expatriate staff.

Article 8. 1. HMG/N shall indemnify and hold harmless the Netherlands Government, the Organization and the volunteers against any extra-contractual civil liability arising from any act or omission on the part of one or more of the said individuals in the course of the performance of their duties under the provisions of this Agreement which causes the death or physical injury of a third party or damage to the property of a third party in so far as not covered by insurance and shall abstain from making any claim or instituting any action for extra-contractual civil liability, unless such liability derives from wilful misconduct or gross negligence.

2. In the event of HMG/N holding harmless the Netherlands Government, the Organization and the volunteers, against a claim or action for extra-contractual civil liability in accordance with paragraph 1 of this Article, HMG/N shall be entitled to exercise all rights to which the Netherlands Government, the Organization and the volunteers would have been entitled.

Article 9. 1. The present Agreement shall enter into force on the date on which the Netherlands Government and HMG/N have informed each other in writing that the constitutional requirements in their respective countries have been complied with.

2. The present Agreement shall be valid for a period of three years from the date of its entering into force and may be renewed by mutual consent for agreed periods afterwards unless terminated by either party by giving six months prior notice to the other of its intention to terminate it.

3. As regards the Kingdom of the Netherlands this Agreement shall apply to the Kingdom in Europe only.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Kathmandu on 16th of May 1983 in two originals, in the English language.

For the Government
of the Kingdom of the Netherlands:

H. LEOPOLD

For His Majesty's Government
of Nepal:

A. D. ADHIKARY
