

No. 25666

**FRANCE
and
NEPAL**

Agreement on cultural, scientific and technical co-operation. Signed at Kathmandu on 2 May 1983

*Authentic texts: French, Nepali and English.
Registered by France on 23 February 1988.*

**FRANCE
et
NÉPAL**

Accord sur la coopération culturelle, scientifique et technique. Signé à Katmandou le 2 mai 1983

*Textes authentiques : français, népalais et anglais.
Enregistré par la France le 23 février 1988.*

AGREEMENT¹ ON CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FRANCE AND HIS MAJESTY'S GOVERNMENT OF NEPAL

The Government of the Republic of France and His Majesty's Government of Nepal (hereinafter referred to as the Contracting Parties);

Being desirous to facilitate the development of exchange in the fields of Culture, Literature, Arts and Communication between them;

Being prompted to set up a general framework of their cooperation in the Scientific and Technical fields, with a view to further strengthen economic and social development,

Have agreed as follows:

CULTURAL COOPERATION

Article I. The Contracting Parties shall endeavour to develop their Cooperation in the fields of Culture, Literature, Arts and Communication.

Article II. Each Contracting Party shall encourage the teaching of the other's language, literature and civilizations in its Universities and, to the extent possible, in its Post-Graduate Institutions, Higher Secondary Schools and its Technical, Industrial and Commercial Institutions.

Article III. Each Contracting Party recognizes the importance of the training of the staff entrusted with the teaching of the language and civilization of the other Party and may request assistance for the training of the concerned teachers.

Article IV. Each Contracting Party shall facilitate, in accordance with its laws and regulations, the setting up and functioning on its territory of Cultural or Scientific institutions such as Institutes, Cultural Centers, Associations, Research Centers and teaching establishments sponsored by the other Party.

Article V. The Contracting Parties shall organize, to the extent possible, the exchange of teachers, students, research workers and cultural groups. To this aim, scholarships for study and training may be granted by each of the Contracting Parties to students and research workers of the other Party.

Article VI. The Contracting Parties shall endeavour to find the means of granting partial or full equivalence to the studies carried out, to examinations, competitive or otherwise, and to certificates and diplomas thus obtained on the territory of either Party.

Article VII. The Contracting Parties shall encourage the organization of concerts, exhibitions, theatrical performances and cultural programmes aimed at developing the knowledge of their respective cultures.

Article VIII. The Contracting Parties, in accordance with the prevailing law of each country, shall facilitate the entry and distribution on their territory of

¹ Came into force on 16 May 1986, the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the required constitutional formalities, in accordance with article XVI.

cinematographic, musical (scores or recordings) and radio documents as well as works of art or their reproductions.

Article IX. Each Contracting Party shall endeavour to facilitate the distribution of scientific, technical, literary and artistic books as well as magazines and periodicals of the other Party.

SCIENTIFIC AND TECHNICAL COOPERATION

Article X. The Contracting Parties shall initiate scientific and technical cooperation programmes in such fields as determined by mutual agreement. Such technical cooperation programmes may include research, development and training aspects.

Article XI. In order to develop scientific and technical cooperation each Contracting Party shall endeavour, upon request of the other and within the framework of the agreement referred to in Article X:

- a) To put experts at the disposal of the other Party,
- b) To grant scholarships for the academic or professional training, and to organise specific training courses,
- c) To invite its representatives to participate in conferences, colloquies and technical visits,
- d) To provide, as far as possible, documents and material to assist in the development of programmes.

GENERAL PROVISIONS

Article XII. Each Contracting Party shall facilitate, subject to their prevailing law, the stay and movement of the nationals of the other Party in its territory in compliance with this Agreement.

Article XIII. The materials imported or granted within the framework of this Agreement shall enjoy customs exemptions in accordance with the prevailing law of the Contracting Parties.

Article XIV. Each Contracting Party shall grant the experts sent on its territory by the other Party, in pursuance to the present Agreement, an immunity of [jurisdiction] for all acts, including their wordings and writings resulting from the exercise of their duties and within the limit of their assignments, except in the case of deliberate [fraudulent] intention or serious negligence.

Article XV. Regarding the experts sent to Nepal and to France the Contracting Parties shall:

- 1) Have the exclusive right to levy income tax on salaries and allowances paid to their experts sent to the other Party's country within the framework of the present Agreement.
- 2) Authorize, within the limits and conditions of their law, temporary duty free import of their furniture and personal effects, including one vehicle per expert within six months of their taking up their duties. Such furniture, personal effects and vehicle shall not be disposed of without the prior approval of the concerned authorities of the Contracting Party having granted such facilities. However, they shall have to pay the customs duty and other duties on their personal effects and vehicles if they are allowed to be sold within the country of importation.

Article XVI. Each Contracting Party shall notify the other of the formalities required by its laws and regulations for the implementation of the present Agreement which shall take effect upon receipt of [the last of] the said notifications [. . .].

Article XVII. The Agreement shall be valid for a period of five years. It shall be extended automatically unless one of the Contracting Parties gives a six months' prior notice of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the representatives of the two Governments have signed the present Agreement and have affixed their respective seals.

DONE in Kathmandu, on the second of May, 1983 in duplicate in [the] Nepali, French and English languages, all texts being equally authentic.

For the Government
of the Republic of France:

[Signed]

CLAUDE CHEYSSON

Ministre des Relations Extérieures

For His Majesty's Government
of Nepal:

[Signed]

PADMA BAHADUR KHATRI

Minister for Foreign Affairs
and Water Resources
