

श्री ५ को सरकार
जलस्रोत मन्त्रालयको सूचना

श्री ५ को सरकारको निर्णयानुसार साबिक विद्युत विभाग र अन्तर्गत कार्यालयमा कार्यरत श्री ५ को सरकारको सेवामा रहेका देहायका कर्मचारीहरू देहायका मिति देखि नेपाल विद्युत प्राधिकरणको सेवामा मिलान भएकोले सो कर्मचारीहरू नेपाल विद्युत प्राधिकरण सेवामा मिलान भएको मितिदेखि नै श्री ५ को सरकारको सेवामा नरहेको हुँदा यो सूचना प्रकाशित गरिएको छ ।

सि. नं.	कर्मचारीको नाम, थर	दर्जा	श्रेणी	ने.वि.प्रा. सेवामा मिलान भएको मिति
१.	श्री सूर्यनाथ बास्तोला	सु.इ.	रा. प. प्रथम (सह-सचिवस्तर)	२०४४।६।१
२.	श्री वद्रीमान सिंह	डे.चि.इ.	"	"
३.	श्री रमेशचन्द्रलाल प्रधान	सु. इ.	"	"
४.	श्री रामचन्द्र चौधरी	"	"	"
५.	श्री शतुघननाथ खतुवेंदी	"	"	"
६.	श्री गौरीशंकर राजवंशी	"	"	"
७.	श्री रामसुरत पाण्डे	सि. इ.	रा. प. द्वि. (उप-सचिवस्तर)	"
८.	श्री जनकलाल कर्मचार्य	"	"	"
९.	श्री रविन्द्रबहादुर श्रेष्ठ	"	"	"
१०.	श्री हरिप्रोम श्रेष्ठ	"	"	"
११.	डा. श्री साणिकरत्न तुलाधर	"	"	"
१२.	श्री देवीबहादुर थापा	सिनियर जियोसजिष्ट	"	२०४४।६।२६
१३.	श्री महावीरप्रसाद शाह	सि. इ.	"	"
१४.	श्री भुवनचन्द्र ठकुरी	"	"	"
१५.	श्री जगतनारायण नायक	"	"	"
१६.	श्री योगेन्द्रप्रसाद शाह	"	"	"
१७.	श्री मेघराज उपाध्याय	"	"	"
१८.	श्री ध्रुवराज रेग्मी	"	"	"
१९.	श्री जीवनराज श्रेष्ठ	"	"	"

(१०)

आधिकारिक मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

२०. श्री ध्रुवराज भट्टराई	सि.इ.	रा. प. द्वि. (उप-सचिवस्तर)	२०४६।३।२६
२१. श्री कुलदीपशरण सिंह	"	"	"
२२. श्री प्रचण्डकुमार श्रेष्ठ	"	"	"
२३. श्री तिर्थनाथ ठाकुर	"	"	"
२४. श्री गणेशप्रसाद पोखरेल	"	"	"
२५. श्री नेत्रनारायण शर्मा	"	"	"
२६. श्री दीपक बस्नेत	"	"	"
२७. श्री बुद्धनारायण मानन्धर	"	"	"
२८. श्री हरिशंकरमान प्रधान	"	"	"
२९. श्री मायाप्रकाश भट्ट	"	"	"
३०. श्री तुल्सीदास श्रेष्ठ	"	"	"
३१. श्री गम्भीरकृष्ण श्रेष्ठ	"	"	"
३२. श्री विजयनाथ उप्रेती	"	"	"
३३. श्री मोहर्नासिंह बुढियाल	"	"	"
३४. श्री बलराम श्रेष्ठ	"	"	"
३५. श्री श्यामबहादुर श्रेष्ठ	"	"	"
३६. श्री मुरारीप्रसाद उपाध्याय	"	"	"
३७. श्री शम्भुप्रसाद उपाध्याय	"	"	"
३८. श्री राजेन्द्रप्रसाद शाह	"	"	"
३९. श्री पुष्पनाथ शर्मा	"	"	"
४०. श्री राजकुमार बज्राचार्य	"	"	"
४१. श्री ओजमान सिंह स्वॉर	"	"	"
४२. श्री गोविन्दकुमार निरौला (के.सी.)	"	"	"
४३. श्री श्यामलाल वैद्य	"	"	"
४४. श्री शुभद्रादेवी उपाध्याय	"	"	"
४५. श्री गणेशबहादुर श्रेष्ठ	"	"	"
४६. श्री नागेन्द्र झा	"	"	"
४७. श्री प्रचारमान सिंह	"	"	"
४८. श्री महेश्वर सिंह	"	"	"
४९. श्री निरञ्जन कपाली	"	"	"

(११)

आधिकारिकता मुद्रा १०५ भागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

क्र.सं.	नाम	सि.इ.	रा.प.दि.	(उपसचिवस्तर)	२०४४।६।२६
५०.	श्री प्रकाशप्रसाद गौचन	११	११	११	
५१.	श्री करविर सिंह थापा	११	११	११	
५२.	श्री गिरिजानन्द मिश्र	११	११	११	
५३.	श्री अरञ्जलीदेवी कायस्थ	११	११	११	
५४.	श्री कृष्णप्रसाद श्रेष्ठ	११	११	११	
५५.	श्री शशिराज श्रेष्ठ	११	११	११	
५६.	श्री भोजराज रेग्मी	११	११	११	
५७.	श्री लोकबहादुर पुन	११	११	११	
५८.	श्री शिवचन्द्र झा	११	११	११	
५९.	श्री मनमोहन जोशी	११	११	११	
६०.	श्री जिवेन्द्र झा	११	११	११	
६१.	श्री वीरेन्द्रकुमार पाठक	११	११	११	
६२.	श्री मृगेन्द्रबहादुर श्रेष्ठ	११	११	११	
६३.	श्री बुद्धकृष्ण मानन्धर	११	११	११	
६४.	श्री श्यामसुन्दर श्रेष्ठ	११	११	११	
६५.	श्री शरदभक्त मानन्धर	११	११	११	
६६.	श्री मिलापबहादुर पाण्डे	११	११	११	
६७.	श्री राधेशमान प्रधानाङ्ग	११	११	११	
६८.	श्री शशिसागर राजभण्डारी	११	११	११	
६९.	श्री कमलायन श्रेष्ठ	११	११	११	
७०.	श्री कृष्णप्रसाद रेग्मी	११	११	११	
७१.	श्री केशवगोविन्द जोशी	११	११	११	
७२.	श्री पुरुषोत्तम झा	११	११	११	
७३.	श्री खेलानन्द ठाकुर	११	११	११	
७४.	श्री राजेश्वरमान सुल्पा	११	११	११	
७५.	श्री केशवराज भट्ट	११	११	११	
७६.	श्री उपेन्द्रदेव भट्ट	११	११	११	
७७.	श्री दीपकमान सिंह डंगोल	११	११	११	
७८.	श्री ईश्वरकुमार भुसाल	११	११	११	
७९.	श्री रामप्रवेश सिंह	११	११	११	
८०.	श्री महादेव मण्डल	११	११	११	

(१२)

आधिकारिकता मुद्रा विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

क्र.सं.	अ.इ.	रा. प. तृ.	२०४४।७।१
८१. श्री पद्मराम श्रेष्ठ	"	"	"
८२. श्री शेखरलाल श्रेष्ठ	"	"	"
८३. श्री धर्मराज बज्राचार्य	"	"	"
८४. श्री मंगलकृष्ण रंजितकार	"	"	"
८५. श्री विष्णुबहादुर सिंह	"	"	"
८६. श्री तिर्थबहादुर घले	"	"	"
८७. श्री मोनबहादुर श्रेष्ठ	"	"	"
८८. श्री विश्वध्वज जोशी	"	"	"
८९. श्री अधिकलाल मेहता	"	"	"
९०. श्री विकासमान सिंह डंगोल	"	"	"
९१. श्री दुर्गाप्रसाद शर्मा	"	"	"
९२. श्री हरिदर्शनलाल राजभण्डारी	"	"	"
९३. श्री मोहन दास	"	"	"
९४. श्री भोला श्रेष्ठ	"	"	"
९५. श्री विन्दुप्रकाश जोशी	"	"	"
९६. श्री नारायणप्रसाद गामी	"	"	"
९७. श्री विजयराम रेग्मी	"	"	"
९८. श्री सुरेश खत्री	"	"	"
९९. श्री अनिल राजभण्डारी	"	"	"
१००. श्री महेन्द्रकुमार श्रेष्ठ	"	"	"
१०१. श्री प्रकाशचन्द्र श्रेष्ठ	"	"	"
१०२. श्री जयनारायण ठाकुर	"	"	"
१०३. श्री सन्तोषकुमार प्रधान	"	"	"
१०४. श्री माधवप्रसाद खकुरेल	"	"	"
१०५. श्री विनोदकुमार शर्मा काप्ले	"	"	"
१०६. श्री शम्भुबहादुर श्रेष्ठ	"	"	"
१०७. श्री सवितबहादुर थापा	"	"	"
१०८. श्री राजेन्द्रनरसिंह प्रधान	"	"	"
१०९. श्री सूर्यबहादुर श्रेष्ठ	"	"	"
११०. श्री त्रिविक्रम मिश्र	"	"	"
१११. श्री सोमराज श्रेष्ठ	"	"	"

(१३)

क्र.सं.	नाम	अ.इ.	रा.प.तृ.	२०४४।७।१
११२.	श्री जयश्वरमान प्रधान	"	"	"
११३.	श्री सोहनलाल रंजितकार	"	"	"
११४.	श्री गोविन्दबोल श्रेष्ठ	"	"	"
११५.	श्री द्वारिकाप्रसाद भट्टराई	"	"	"
११६.	श्री कौशलेन्द्र झा	"	"	"
११७.	श्री मोतीकाजी शाक्य	"	"	"
११८.	श्री कृष्णजंग रायमाझी	"	"	"
११९.	श्री मोहनप्रसाद कोइराला	"	"	"
१२०.	श्री सुभाष दहाल क्षेत्री	"	"	"
१२१.	श्री हरिराम श्रेष्ठ	"	"	"
१२२.	श्री सन्तकुमार गुरुङ	"	"	"
१२३.	श्री हेमन्तकुमार जोशी	"	"	"
१२४.	श्री रामेश्वर थापा	"	"	"
१२५.	श्री पुष्पराज खड्का	"	"	"
१२६.	श्री प्रेमप्रसाद मैनाली	"	"	"
१२७.	श्री मोहनकृष्ण उप्रेती	"	"	"
१२८.	श्री चिरञ्जीवी शर्मा पौडेल	"	"	"
१२९.	श्री अरुणचरण श्रेष्ठ	"	"	"
१३०.	श्री ऋषिकेश शर्मा आचार्य	"	"	"
१३१.	श्री वैद्यनाथप्रसाद शर्मा	"	"	"
१३२.	श्री लक्ष्मण राय	"	"	"
१३३.	श्री महेन्द्रलाल श्रेष्ठ	"	"	"
१३४.	श्री देवशर्मा पौडेल	"	"	"
१३५.	श्री रविन श्रेष्ठ	"	"	"
१३६.	श्री उत्तमराज श्रेष्ठ	"	"	"
१३७.	श्री हरिहरमान पालिखे	"	"	"
१३८.	श्री कपिलप्रसाद उपाध्याय	"	"	"
१३९.	श्री चूडामणि पोखरेल	"	"	"
१४०.	श्री आशुतोष नारायण चौधरी	"	"	"
१४१.	श्री राम एकवाल मण्डल	"	"	"
१४२.	श्री कमलबहादुर भैल	(जियोलजिष्ट)	"	"

(१४)

आधिकारिक मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

१४३. श्री गोविन्द शर्मा पोखरेल	(जियोलजिष्ट)	रा. प. तृ.	२०४४।७।१
१४४. श्री जयन्द्रमान ताम्राकार	"	"	"
१४५. श्री खगेन्द्रनाथ काप्ले	"	"	"
१४६. श्री प्रकाशमान श्रेष्ठ	"	"	"
१४७. श्री दिव्यराज पन्त	"	"	"
१४८. श्री पन्नारत्न बज्राचार्य	(सिनियर ड्राफ्ट्सम्यान)	"	"
१४९. श्री जुजुकाजी बज्राचार्य	"	"	"
१५०. श्री जितेन्द्रमान प्रधान	(सि. सभेयर)	"	"
१५१. श्री दिनकर श्रेष्ठ	"	"	"
१५२. श्री अनुजरत्न शाक्य	"	"	"
१५३. श्री जगदीश गौतम	"	"	"
१५४. श्री श्रीराम श्रेष्ठ	"	"	"
१५५. श्री नीलबहादुर चित्रकार	"	"	"
१५६. श्री शंकरप्रसाद मानन्धर	अ. इ.	"	"
१५७. श्री रामभक्त कार्की	"	"	"
१५८. श्री माधवचरण सिंह	"	"	"
१५९. श्री लक्ष्मीभक्त शिल्पकार	"	"	"
१६०. श्री जुजुकाजी रंजित	"	"	"
१६१. श्री जनकराम भक्त माथेमा	"	"	"
१६२. श्री धनेश्वर झा	"	"	"
१६३. श्री हरिकुमार तामाङ	"	"	"
१६४. श्री ईश्वरप्रसाद तिवारी	"	"	"
१६५. श्री प्रकाशचन्द्र शाह	"	"	"
१६६. डा. श्री सन्तोषानन्द मिश्र	"	"	"
१६७. श्री मोहम्मद अब्बास	"	"	"
१६८. श्री दिलबहादुर नेवा	"	"	"
१६९. श्री अम्बरबहादुर क्षेत्री	"	"	"
१७०. श्री नारायणबहादुर श्रेष्ठ	"	"	"
१७१. श्री डम्बरबहादुर नेपाली	"	"	"
१७२. श्री शैयदसमिम शाह	"	"	"
१७३. श्री छत्रबहादुर बज्राचार्य	"	"	"

१७४. श्री बालकृष्ण श्रेष्ठ	अ. इ.	रा. प. तृ.	२०४४।७।१
१७५. श्री जगदीशप्रसाद रिजाल	"	"	"
१७६. श्री केशरीचन्द्र शाह	"	"	"
१७७. श्री चन्द्रशेखर झा	(शाखा अधिकृत)	"	"
१७८. श्री विश्वनाथ आचार्य	"	"	"

आज्ञाले,

भुवनेशकुमार प्रधान

श्री ५ को सरकारको का. मु. सचिव

श्री ५ को सरकार

निर्माण तथा यातायात मन्त्रालयको सूचना

सडक विभागका चीफ इन्जिनियर श्री नारायणदत्त शर्मा नेपाल चीन अन्तर सरकारी आर्थिक एवं व्यापारिक समितिको पाँचौं बैठकमा भाग लिन बेईजिङ-तर्फ जानुभएकोले उहाँ फर्की हाजिर नभएसम्मको लागि सो चीफ इन्जिनियर पदमा निजामती सेवा नियमावली, २०२१ को नियम ८.२ को उपनियम (१) को खण्ड (ख) ले दिएको अधिकार प्रयोग गरी श्री ५ को सरकारले सोही विभागका सुपरिण्टेण्डेण्ट इन्जिनियर श्री रामबाबु शर्मालाई मिति २०४६।१।२३ देखि का.मु. मुकरर गरेको छ।

आज्ञाले,

मुक्तिप्रसाद काफ्ले

श्री ५ को सरकारको सचिव

श्री ५ को सरकार

सामान्य प्रशासन मन्त्रालयको सूचना

श्री ५ को सरकारले मिति २०४६।१।१४ को निर्णयानुसार यस मन्त्रालयका उपसचिव श्री रामप्रसाद पराजुलीलाई निजामती किताबखानाको निर्देशक पदमा सरुवा गरेको छ।

आज्ञाले,

श्यामकुमार प्रधान

सह-सचिव

आधिकारिकता १७४/१८ (१६) विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

भाग ५

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको सूचना

श्री ५ को सरकार, नेपाल र क्यानाडा सरकारबीच Canadian Development Assistance Project to Develop an Aircraft Maintenance Complex at The Nepalgunj Airport सञ्चालन गर्ने सम्बन्धमा भएको Memorandum of Understanding सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF CANADA

AND

HIS MAJESTY'S GOVERNMENT OF NEPAL

CONCERNING A CANADIAN DEVELOPMENT

ASSISTANCE PROJECT TO DEVELOP AN AIRCRAFT MAINTENANCE COMPLEX AT THE NEPALGUNJ AIRPORT

The Government of Canada (hereinafter called "CANADA") and His Majesty's Government of Nepal (hereinafter called "NEPAL"), desiring to record an understanding concerning a Canadian development assistance project to upgrade the Nepalgunj Airport maintenance facilities have agreed as follows:

ARTICLE I

NATURE OF THE MEMORANDUM OF UNDERSTANDING SECTION 1.01

This memorandum of Understanding is intended only to set out the responsibilities of the two Governments in relation to the Project .

ARTICLE II

RESPONSIBLE AUTHORITIES

SECTION 2.01

CANADA designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

(१७)

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

SECTION 2.02

NEPAL designates unless otherwise stated herein, the Department of Civil Aviation (hereinafter called "DCA") and Royal Nepal Airlines Corporation (hereinafter called "RNAC") as the agencies responsible for the implementation of its obligations under this Memorandum of Understanding.

ARTICLE III
THE PROJECT

SECTION 3.01

CANADA and NEPAL shall participate in an airport construction project in Nepalgunj by establishing an aircraft line maintenance complex (hereinafter called the "Project"). The objective of the Project is to assist Nepal in decentralizing its domestic air service to the gateway of the western region. The construction of civil facilities will be compatible with the Master Plan for Nepalgunj airport.

SECTION 3.02

The different components of the Project are the following:

- (a) the construction of:
 - (i) an aircraft hangar capable of withstanding monsoon conditions,
 - (ii) a maintenance workshop, stores and offices,
 - (iii) a link taxi-way to the hangar from the runway and a hangar parking apron,
 - (iv) the associated taxi-way lighting, and
 - (v) an approach road complete with street lighting from the land site to hangar.
- (b) the provision of:
 - (i) hangar equipment;
 - (ii) aircraft spare parts;
 - (iii) drainage and water supply;
 - (iv) engineering and procurement services; and
 - (v) technical assistance and maintenance/management training.
- (c) the training of candidates in management and technical areas.

(१८)

आधिकारिकता मुद्राङ्कित भागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

SECTION 3.03

The procurement of goods and services relating to the Project will be performed by CANADA, in consultation with DCA and RNAC.

**ARTICLE IV
MANAGEMENT PLAN****SECTION 4.01**

For implementation of the Project, CANADA and NEPAL will develop a Management Plan which will constitute an operational document between DCA, RNAC and CIDA. The Management Plan will be completed and signed by CANADA and NEPAL within ninety (90) days from the date of this Memorandum of Understanding, and will contain, inter alia, the following:

- (a) a detailed description of the Project;
- (b) an outline of the methods and means to be used to carry out the Project;
- (c) a schedule for the implementation of the Project activities, including a milestone chart;
- (d) the reporting requirement for the Project;
- (e) the nature, timing and responsibilities for Project ;
- (f) the resources required for the Project; and
- (g) a statement of additional obligations, duties and responsibilities of CANADA and NEPAL together with their contributions.

**ARTICLE V
CONTRIBUTION OF CANADA****SECTION 5.01**

The contribution of Canada shall consist of the provision of training, professional services of Canadian advisors, technical assistance, structural and other materials, equipment and supplies, and the services of Canadian consultants and technical personnel for implementation, construction, procurement, monitoring and evaluation, all as more particularly set forth in Annex "A". The total value of CANADA's contribution shall not exceed four million three hundred and thirty thousand Canadian dollars (CDN \$ 4,330,000).

(१६)

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

SECTION 5.02

The proceeds of the contribution shall not be used by NEPAL to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by NEPAL on any goods, materials, equipment, vehicles and services purchased or acquired for, or related to, the execution of the Project

ARTICLE VI

CONTRIBUTION OF NEPAL

SECTION 6.01

The contribution of NEPAL shall consist of the provision of qualified personnel, counterparts to Canadian advisors, land for the project, and other Project requirements all as set forth in Annex "B". The total value of NEPAL's contribution shall not exceed the equivalent in Nepalese currency of one million five hundred thousand Canadian dollars (CDN \$ 1,500,000).

ARTICLE VII

DEFINITIONS OF CANADIAN FIRMS AND PERSONNEL

SECTION 7.01

For the purpose of this Memorandum of Understanding:

- (a) "Canadian firm" means Canadian companies or institutions engaged in the Project;
- (b) "Canadian personnel" means Canadian advisors or technical personnel, being non-permanent residents of Nepal, who are working in Nepal on the Project;
- (c) "Dependent" means:
 - (i) the spouse of a member of the Canadian personnel, including a person of the opposite sex with whom the member of the Canadian personnel has lived and publicly represented as his/her spouse for a period of not less than one year before the commencement of his/her period of service in Nepal;
 - (ii) a child of the member of the Canadian personnel, who is:
 - 1. under twenty-one years of age and dependent on the member of the Canadian personnel for support, or

(२०)

आधिकारिकता १९९८ विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

2. twenty-one years of age or older and dependent on the member of the Canadian personnel for support by reason of mental or physical incapacity.

ARTICLE VIII INDEMNITY

SECTION 8.01

NEPAL shall indemnify and save harmless CANADA, Canadian firms and Canadian personnel from civil liability, for acts or omissions occurring in the course of the performance of their duties in the execution of the Project except for acts arising from gross negligence or willful misconduct of Canadian firms or Canadian personnel.

ARTICLE IX TAX AND OTHER EXEMPTIONS

SECTION 9.01

NEPAL shall exempt Canadian firms and Canadian personnel and their dependents from taxes imposed on income, provided such income arises outside of Nepal or from Canadian aid funds as provided in this Memorandum of Understanding. In addition, NEPAL shall exempt Canadian firms from any obligations to present written declarations in relation to these exemptions.

SECTION 9.02

NEPAL shall exempt Canadian firms and Canadian personnel from import duties, customs tariffs and all other duties, storage charges or levies on materials, and technical and professional equipment for use in the Project by Canadian personnel, or persons designated by NEPAL provided that exemption from such duties, tariffs, storage charges or levies shall only apply to materials, goods, or equipment procured from outside Nepal. Technical and professional equipment imported by Canadian firms will not be liable for payment of duty if they are re-exported on completion of the project or sold to a person or organization with duty-free privileges.

SECTION 9.03

NEPAL shall exempt Canadian personnel and their dependents as per the facilities provided to Colombo Plan personnel upon

(२१)

आधिकारिकता मुद्रण विभागाबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

their first arrival in Nepal and for a period of Six (6) months thereafter, from customs duties, other duties, taxes, levies and other charges of similar nature, on personal effects and household appliances and vehicles subject to the re-exportation or to the termination of the useful life of such effects or to the disposal of said effects to persons enjoying similar exemptions.

SECTION 9.04

Funds, equipment, products, materials and any other goods acquired for, or related to, the execution of the Project shall not be subject to any taxes, import duties, customs tariffs, inspection fees or storage charges or any other levies, duties, fees or charges.

SECTION 9.05

NEPAL shall grant Canadian firms and Canadian personnel freedom from currency exchange restrictions in respect of the re-exportation of their salaries, fees, remunerations or other revenues transferred from abroad through authorized banking institutions in Nepal.

SECTION 9.06

Upon request, NEPAL shall inform Canadian firms and Canadian personnel and their dependents of local laws and regulations which may concern them in the performance of their duties.

SECTION 9.07

Nepal shall facilitate the repatriation of Canadian personnel and their dependents in cases where, in the opinion of CANADA or NEPAL, the life or safety of the said Canadian personnel or their dependents is endangered.

SECTION 9.08

NEPAL shall provide all Canadian personnel and their dependents long term multiple entry and exit visas for travel to and from Nepal and will be responsible for providing security clearances, permits and other similar documentation.

SECTION 9.09

NEPAL shall afford all accredited representatives of CIDA and Canadian personnel all necessary opportunity to visit any part of Nepal other than the restricted area for official activities related to the Project.

(२२)

आधिकारिकता सुदूर विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

११०

ARTICLE X
INFORMATION

SECTION 10.01

NEPAL and CANADA shall ensure that this Memorandum of Understanding is carried out with due diligence and efficiency and each shall furnish to the other all such information relating to the Project as shall reasonably be requested.

ARTICLE XI
COMMUNICATIONS

SECTION 11.01

Any communications or documents given, made or sent by either NEPAL or CANADA pursuant to this Memorandum of Understanding, shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed at the time of its delivery by hand, mail, telegram, cable or telex at its respective address, namely:

For NEPAL:

Mail Address: Secretary, Ministry of Finance
His Majesty's Government of Nepal
Kathmandu, Nepal.

Cable Address: ARTHA, Kathmandu
2249 ARTHA NP

For CANADA:

Mail Address: President
Canadian International Development Agency
200, Promenade du Portage
Hull, Quebec, CANADA
K1A OG4

Cable Address: CIDA HULL/BSG

Telex: 053-4140

SECTION 11.02

Any one of the parties hereto may, by written notice to the other party hereto, change the address to which any notice or request intended for the party so giving such notice shall be addressed.

SECTION 11.03

All communications and documents submitted to CANADA shall be in either the English or the French language, and those submitted to NEPAL shall be in the English language.

ARTICLE XII

INTERPRETATION

SECTION 12.01

Differences which may arise in the application of the provisions of this Memorandum of Understanding shall be settled by means of negotiations between CANADA and NEPAL or by any other manner mutually agreed upon by their respective Governments.

ARTICLE XIII

ENTIRE UNDERSTANDING

SECTION 13.01

This Memorandum of Understanding together with Annexes "A", and "B" which form an integral part hereof constitutes the entire understanding between the Parties with respect to the Project.

ARTICLE XIV

CONSULTATION

SECTION 14.01

CANADA and NEPAL will endeavour to consult each other in respect of any matter that may from time to time arise in connection with this Memorandum of Understanding.

ARTICLE XV

GENERAL PROVISIONS

SECTION 15.01

This Memorandum of Understanding shall come into force and effect on the date of signature and shall expire on 31 December 1993. This Memorandum of Understanding may be amended from time to time, as deemed necessary, by mutual agreement by an exchange of letters.

IN WITNESS WHEREOF, the Undersigned have signed this Memorandum of Understanding in duplicate in _____ on the 9th day of September, 1988.

(२४)
आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

corresponding to their status and rank, while they are required to travel on duty.

(c) Expenditures related to Canadian equipment:

the prompt inland transportation of all equipment, products, materials, supplies and other imported goods required for the execution of the Project, from the port of entry in Nepal to the Project site, including where necessary, the obtaining of priority by NEPAL forwarding and transportaion agents.

II: CANADA shall provide NEPAL in a timely manner with the names of the Canadian personnel and their dependents entitled to the rights and privileges set forth in the Memorandum of Understanding.

III: CANADA shall provide and pay for:

- (a) the services of a Canadian executing Agency to manage and administer the Project, to provide advice concerning training needs and candidates selection and for the placement, briefing, orientation, travel, monitoring and management of trainees;
- (b) the services of a Canadian firm for the construction of the hangar, and other civil components of the project.
- (c) the services of a Project Monitor for the duration of the Project;
- (d) the services of a Project evaluator to conduct evaluations at the end of the Project;
- (e) structural and other materials, hangar equipment, aircraft spare parts, drainage and water supply, taxiway lighting, street lighting, and tools and equipment required for maintaining civil structures up until the time of completion of construction.
- (f) engineering and procurement services and technical assistance; and
- (g) maintenance/management training.
- (h) Canada will hand over the civil component of the projects to DCA upon completion of the construction and required maintenance, complete with as-built drawings, construc-

(२६)

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

१२४

tion cost, and other relevant information required to operate and maintain the facility. Similarly, spare parts and hanger equipment shall be handed over to RNAC.

- (i) transportation for the Canadian advisors and NEPAL project co-ordinator; project vehicles will be handed over to DCA on completion of the project, in the condition they are in at project termination.

ANNEX "B"

RESPONSIBILITIES OF HIS MAJESTY'S GOVERNMENT OF NEPAL

GENERAL

I: NEPAL shall provide or pay for:

1. through RNAC, furnished premises and office services in compliance with the standards of the Government of Nepal, including adequate facilities and materials, support staff, professional and technical material, and telephone, mail and other services which the Canadian personnel would need in order to carry out their duties;
2. the recruiting and selection of technical counterparts when required for the Project;
3. any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Nepal;
4. any official assistance which may be required for the purpose of expediting the clearance through customs of equipment, products, materials, supplies, and other goods required for the execution of the Project and the personal and household effects of Canadian personnel and their dependents;
5. demurrage charges and normal precautions taken with the articles mentioned in Section 9.02 and 9.04 during the period they are being held in customs within the territory of Nepal.
6. all permits, licences and other documents including costs related thereto, necessary to enable Canadian firms and Canadian personnel to carry out their functions in Nepal.
7. all necessary visas and all import or export permits as the case may be, Canadian advisors and their dependents,

(२७)

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

922

for equipments, materials, supplies or goods required for the execution of the Project, the professional and technical equipment and the personal effects of such Canadian advisor and their dependents ;

8. permission from the relevant Ministry or Ministries in accordance with the relevant laws and regulations, to use all means of communications such as high frequency of radio transmitters and receivers approved for use in Nepal and telephone and telegraphs networks, depending on the needs of the Project;
 9. reports, records, maps, statistics and other information related to the Project and likely to assist Canadian personnel in carrying out their duties, provided that they are not classified and have no relation to national security;
 10. land for construction of the hangar and civil works;
 11. any contract tax in connection with the construction of the hangar and civil works.
- II: NEPAL shall give access to Canadian personnel and their dependents to medical care and hospitalization in Nepal in accordance with those standards granted to officials of equivalent rank of His Majesty's Government of Nepal.
- III: NEPAL shall ensure the continued employment on the Project's operation of individuals from Nepal who are trained in CANADA as part of the Project, for not less than two years upon their return to Nepal.
- IV: NEPAL shall provide or pay for:
- (a) a Project Coordinator from DCA to manage the construction component of the Project;
 - (b) a Project Coordinator from the Royal Nepal Airlines Corporation to manage and administer the training, maintenance and equipment components of the Project;
 - (c) salaries of trainees while on training;
 - (d) salaries of the personnel from DCA and from the RNAC required to assist in the construction and equipping of the hangar;
 - (e) maintenance of the hangar after completion of construction.

आज्ञाले,
उदय नेपाली श्रेष्ठ
उपसचिव

(२८)

मुद्रण तथा प्रकाशन विभाग, सिंहदरबार, काठमाडौंमा मद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

१२६०