

भाग ५

श्री ५ को सरकार

कानून, न्याय तथा संसदीय व्यवस्था मन्त्रालयको
सूचना १

श्री ५ को सरकार, नेपाल र स्वीट्जरलेण्ड सरकार बीच २०४८ माघ २४ तदनुसार फेब्रुअरी ७, १९६२ मा सम्पन्न प्राथमिक स्वास्थ्य सेवा मातृशिशु स्वास्थ्य तथा परिवार नियोजन आयोजना सम्बन्धी संश्लेषणको अंग्रेजी प्रमाणिक प्रति नेपाल सन्धि ऐन, २०४७ को दफा १२ को प्रयोजनका लागि प्रकाशित गरिएको छ ।

AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL

AND

THE GOVERNMENT OF SWITZERLAND

CONCERNING A

PRIMARY HEALTH CARE

MOTHER AND CHILD HEALTH AND FAMILY PLANNING PROJECT

IN

DOLAKHA, RAMECHHAP AND SINDHULI DISTRICTS

Whereas The Agreement on Technical Co-operation between the Swiss Federal Council and His Majesty's Government of Nepal signed on 18th August 1972 has created a frame work for mutual Cooperation between the two Countries;

Whereas His Majesty's Government of Nepal (hereinafter referred to as 'HMG/N') and the Government of Switzerland (hereinafter referred to as 'Switzerland') are willing to carry out the Mother and Child Health and Family Planning Project (hereinafter referred to as 'Project');

Now therefore HMG/N and Switzerland have agreed as follows:-

ARTICLE 1

GENERAL OBJECTIVES

- 1.1 Having cooperated for 15 years under the Integrated Hill Development Project (IHDP), both parties come to the understanding to further jointly cooperate in the Health Sector within the MCH/FP Project. It endeavors to improve the general health conditions of the population and contribute towards a decrease of the population growth rate in Dolakha, Ramechhap and Sindhuli Districts of the Central Region.

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- 1.2 Within these overall objectives the Project shall mobilize and educate the population in questions related to health and family planning; it also shall support the efforts of providing basic Primary Health Care Services and of improving the Mother Child Health/Family Planning Services.
- 1.3 Both support strategies are in line with "Health for all" by the year 2000. They should lead to a reduction of the mortality rates as well as fertility rates.

ARTICLE 2

SPECIFIC OBJECTIVES

- 2.1 The specific objectives of the first phase of the Project, from July 16th 1991 till July 15th 1996 are:
- to mobilize and involve the communities by providing Health Education and assisting in the formation of Health Committees
 - to support all Health Workers involved in the Project activities by providing the appropriate training in Primary Health Care
 - to support Family Planning activities by disseminating the knowledge and the delivering services to the population including Natural Family Planning methods
 - to reinforce the Health delivering system by improving the logistics and drug supply as well as the infrastructure in Health Posts where needed.
- 2.2 In order to ensure the optimal utilization of the existing human and other resources, the translation of the objectives into activities as well as the covering of the Project area shall be done in a phased manner.
- 2.3 It is understood that all the specific objectives can not be achieved in the whole Project area within the five years.
- 2.4 Further details regarding objectives, expected results, activities and phase scheduling are outlined chapter 2 and 3 of the Project Document which forms an integral part of this Agreement.

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आधिकारिकता मुद्रण, विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ARTICLE 3

AUTHORITIES RESPONSIBLE FOR THE
IMPLEMENTATION AND MANAGEMENT OF THE PROJECT

- 3.1 The following authorities shall be responsible for the implementation of this Agreement:
- a) On behalf of HMG/N, the Ministry of Health (MoH):
District Public Health Office (DPHO) of the concerned Districts
 - b) On behalf of Switzerland:
The Swiss Development Cooperation (SDC), represented in Nepal by SDC/N.
- 3.2 Policy guidance to the Project will be provided by the Public Health Division of MoH supported by SDC's Chief Technical Adviser (CTA). It shall operate under the steering of a Project Coordination Committee chaired by the Secretary of MoH. The composition, tasks and responsibilities of the Project Coordination Committee are outlined in the Project Document.
- 3.3 At District level the Project will be managed by the District Public Health Officer, supported by an expatriate adviser. The management is responsible for the implementation, planning, and monitoring of the Project activities at District level and below. It will operate under the guidance of a District Project Committee as outlined in the Project Document.
- 3.4 The implementation of the Project will be based on the present Agreement and the Project Document. Details shall be governed by Yearly Plans of Operation and budgets.

ARTICLE 4

COMMITMENTS

- 4.1 The respective commitments of the contracting parties are based on the Project Document, chapter 6 amended by the Yearly Plans of Operation and budgets. Their overall scope are outlined as follows:

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4.2 Switzerland shall contribute an amount upto SFr 3,900,000 towards the implementation of the Project during the 1991-1996 period. As per the budget outlined in the Project Document, this fund shall be used:

- a) to provide fellowships and short-term courses
- b) to construct and rehabilitate Health Posts on a turn-key basis and to procure directly materials and equipments
- c) to provide the operational costs of the Project, including vehicles for the basic transportation needs of the Project and for the Expatriates.
- d) to contribute 88% of the Project account funds.

4.3 In addition Switzerland shall make available at its own cost:

- a) technical assistance for the duration of the whole Project phase in the form of 1 expatriate Team Leader and upto 3 Technical Advisers
- b) medium-term expatriate consultancies for the construction and rehabilitation of Health Posts of upto 12 man-months
- c) short-term expatriate consultancies for backstopping and evaluation purposes and when need arises upto 12 man-months.

4.4 HMG/N shall contribute a total of NC 113,200,000 for the implementation of the Project during the 1991-1996 period. As per the budget outlined in the Project Document these funds shall be used as follows:

- a) to provide the regular district budget including the budget of the programmes run within the Project area and the salaries and allowances of the sanctioned technical and administrative staff as per HMG/N rules and regulations
- b) to contribute 12% of the Project account funds.

4.5 In addition HMG/N shall:

- a) make available along with the communities the land necessary for the construction of the Health Posts

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

- b) provide all necessary legal, organizational and technical support to facilitate the smooth implementation of the Project and in particular ascertain that the Health Committees will be recognized as partners within the Project setup
- c) grant the representatives of Switzerland access to the whole Project area as well as to all relevant documents, data, records and accounts necessary for carrying out the Project tasks of monitoring, financial analysis and internal auditing as well as the wider tasks of impact assessment
- d) fully staff the Ilaka Health Posts, which is the precondition to start the Project activities within such areas
- e) consult with SDC/N prior to any potential support from other donors in the 3 districts
- f) consult with SDC/N before any change of MOH District level organization with major bearing on the Project activities
- g) send in duplicate to SDC/N all the directives, instructions and guidelines addressed to the District Public Health Office by the Ministry of Health and the Central Directorate.
- h) Put the contract taxes incurring from the construction and rehabilitation of Health posts into separate bank accounts at the district headquarters. The latter shall be used as funds for the maintenance of health post infrastructures and drawn upon by concurrence of HMG/N and SDC.

ARTICLE 5

BUDGETING AND DISBURSEMENT PROCEDURES

5.1 The annual budget of the Project shall be based on the Yearly Plans of Operation and comprise the following components:

- the expenditures as referred to in Article 4.2, lit. a) to c) to be financed directly through Swiss contributions
- the expenditures as referred to in Article 4.4, lit. a) to be financed directly through HMG/N contributions

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

the expenditures as referred to in Article 4.2, lit. d) and in Article 4.4, lit. b) to be financed through both Swiss and HMG/N contributions to the Project account.

- 5.2 The yearly budget shall be submitted to the Project Coordination Committee for approval or modification subject to subsequent ratification by HMG/N and SDC.
- 5.3 All payments as referred to in Article 4.2, lit. a) to c), i.e. direct payments made by Switzerland, shall be made according to SDC rules and regulations.
- 5.4 All payments as referred to in Article 4.4, lit. a) i.e. direct payments made by HMG/N, shall be made according to HMG/N rules and regulations.
- 5.5 All payments as referred to in Article 4.2, lit. d) and in Article 4.4, lit. b) shall be made to a Project account according to HMG/N rules and regulations.
- 5.6 The HMG/N and Swiss contributions to the Project account will be made in 3 instalments for every Fiscal Year. They will be made on the basis of the approved budget, the financial requirements, the balance remaining from the previous 4-month period as well as on progress made so far. The HMG/N and SDC instalments shall be subject to prior reporting of programme-wise: achievement, assessment, financial statement and statement of expenditures.

ARTICLE 6

ACCOUNTING AND AUDITING

- 6.1 According to the different forms of budget and disbursement procedures, SDC, DPHO and the Project shall maintain in each District, three different accounts as outlined in the Project Document.
- 6.2 The records of the contributions provided by Switzerland as per the Article 4.2, lit. a) to c) are kept by SDC and audited as per its rules and regulations. They shall be reported to HMG/N on a yearly basis.
- 6.3 The records of the HMG/N contributions mentioned under Article 4.4, lit. a) are kept and audited in accordance with existing rules and regulations of HMG/N. They shall be reported to SDC on a yearly basis.

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- 6.4 The joint account contributed to by Switzerland according to Article 4.2, lit. d) and by HMG/N according to Article 4.4, lit. b) follows rules and regulations of HMG/N. They shall be reported to SDC on a quarterly basis.
- 6.5 HMG/N shall submit to SDC the audit reports not later than one year after the end of each fiscal year.

ARTICLE 7

REPORTING AND EVALUATION

- 7.1 The Project management is responsible for proper reporting. In addition it will present a progress report to the Project Coordination Committee on a yearly basis.
- 7.2 The Project management shall establish and run a comprehensive programme monitoring system based on HMG/N requirements to keep track on the activities and achievements and provide the Project Coordination Committee with appropriate tools to exercise its duties.
- 7.3 Towards the end of the five year phase the Project shall be evaluated through a joint evaluation.

ARTICLE 8

EXEMPTION FROM TAXES AND DUTIES

- 8.1 HMG/N shall exempt from import duties, sales, import and other taxes on all goods and services supplied or financed by Switzerland for the project. No funds provided by Switzerland shall be used for the payments of contract taxes.

ARTICLE 9

EXPATRIATE PERSONNEL

- 9.1 The provisions of the Agreement on Technical Cooperation between the Government of the Swiss Federal Council and His Majesty's Government of Nepal, dated 18 August 1972, shall apply to expatriate personnel appointed by SDC under this Agreement.

ARTICLE 10

OWNERSHIP

- 10.1 Vehicles imported by SDC for the Project shall become the property of HMG/N as and when the collaboration between SDC and HMG/N for the Project ends. However Switzerland will transfer the ownership of certain vehicles to HMG/N even before subject to mutual understanding between the two parties and signature of a handing over note.
- 10.2 All goods purchased out of funds made available by Switzerland will become the property of the Ministry of Health upon transferral by means of a handing over note. The Ministry of Health will ensure proper records and inventories of all such items.
- 10.3 Vehicles and materials handed over to HMG/N will be kept at the exclusive disposal of the Project.
- 10.4 The representatives of the contracting parties shall be authorized to inspect the goods and services provided to the Project and to see all relevant records at any time.

ARTICLE 11

FINAL PROVISIONS

- 11.1 The present Agreement shall come into force on the date of its signature and be valid for the duration from July 16, 1991, until July 15, 1996.
- 11.2 Amendments to this Agreement shall be effected by way of exchange of letters between the contracting parties.
- 11.3 Either contracting party may terminate the Agreement at any time upon six months advance notice given in writing to the other contracting party.
- 11.4 In the event of default by one of the contracting parties in the fulfillment of any commitment or obligation under this Agreement, the other contracting party give notice to suspend the application of the Agreement. Should the reason for the suspension continue beyond 6 months, the said contracting party may terminate the Agreement immediately.

11.5 Disputes as to the interpretation and application of the provisions of this Agreement shall be settled by mutual negotiation.

11.6 This Agreement can be extended by way of Exchange of Letters between the contracting parties.

Done in Kathmandu on the 7th of February 1992 in two original copies in English language.

On behalf of
His Majesty's Government
of Nepal

On behalf of
the Government
of Switzerland

Thakur Nath Pant

Thakur Nath Pant
Secretary
Ministry of Finance

Werner Wirz

Werner Wirz
Director
SDC/Nepal

सूचना २

श्री ५ को सरकार, नेपाल र स्वीट्जरलेण्ड सरकार बीच २०४८ माघ २४ तदनुसार फेब्रुअरी ७, १९६२ मा सम्पन्न दोलखा-रामेछाप सामुदायिक वन विकास आयोजना कार्यान्वयन गर्ने सम्बन्धमा सम्पन्न अनुदान सहायता सम्बन्धी संझौताको अंग्रेजी प्रमाणिक प्रति नेपाल सन्धि ऐन, २०४७ को दफा १२ को प्रयोजनका लागि प्रकाशित गरिएको छ ।

AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL

AND

THE GOVERNMENT OF SWITZERLAND

CONCERNING

COMMUNITY FORESTRY DEVELOPMENT PROJECT

IN

DOLAKHA AND RAMECHHAP DISTRICTS

Whereas The Agreement on Technical Co-operation between the Swiss Federal Council and His Majesty's Government of Nepal signed on 18th August 1972 has created a frame work for mutual Cooperation between the two Countries;

Whereas His Majesty's Government of Nepal (hereinafter referred to as 'HMG/N') and the Government of Switzerland (hereinafter referred to as 'Switzerland') have agreed to carry out the Community Forestry Development Project (hereinafter referred to as 'Project');

Now therefore HMG/N and Switzerland have agreed as follows:-

ARTICLE 1

GENERAL OBJECTIVES

- 1.1 Having cooperated under the Integrated Hill Development Project (IHDP) for 15 years both parties came to the understanding to continue such cooperation in the Forestry Sector with this Project. It endeavors to improve the access to and availability of forest products for the local population, and will ultimately reduce financial and material dependency of the Districts on outside resources.

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ARTICLE 2

SPECIFIC OBJECTIVES

- 2.1 In view of a long term involvement, the specific objectives of the project from July 16, 1991 till July 15, 1996 are in accordance with the Forest Policy of HMG and follow the components given in the Master Plan for the Forestry Sector.
- 2.2 In order to ensure the optimal utilization of the existing limited human and other resources the translation of the objectives into activities as well as the covering of the project area shall be done in a phased manner.
- 2.3 Further details regarding objectives, expected results, activities and phased scheduling are outlined in chapter 5 and 6 of the Project Document which forms an integral part of this Agreement.

ARTICLE 3

AUTHORITIES RESPONSIBLE FOR THE
IMPLEMENTATION AND MANAGEMENT OF THE PROJECT

- 3.1 The following authorities shall be responsible for the implementation of this Agreement:
- a) On behalf of HMG/N, the Ministry of Forest and Environment (MoFE), its Department of Forest on central level and locally,
The District Forest Offices of Dolakha and Ramechhap Districts.
- b) On behalf of Switzerland:
The Swiss Development Cooperation (SDC), represented in Nepal by SDC/N.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

- 3.2 Policy guidance to the Project will be provided by the Department of Forest and specifically by its Community Forestry Development Division supported by SDC's Team Leader (CTA). The steering of the Project is entrusted to a Project Coordination Committee chaired by the Secretary of the MoFE. The composition, tasks and responsibilities of the Project Coordination Committee are outlined in the Project Document.
- 3.3 At District level the project is managed by the District Forest Officer of the concerned District supported by an expatriate adviser. The Management is responsible for the planning, implementation and monitoring of the project activities at District level and below. It will operate under the guidance of a District Project Coordination Committee, as outlined in the Project Document.
- 3.4 The implementation of the project will be based on the present Agreement and the Project Document. Details shall be governed by Yearly Plans of Operation and budgets.

ARTICLE 4

COMMITMENTS

- 4.1 The respective contributions of the contracting parties are based on the Project Document, chapter 10, amended by the Yearly Plans of Operation and budgets. Their overall scope is outlined as follows:
- 4.2 Switzerland shall contribute up to a maximum amount of SFr. 4,901,000.- towards the implementation of the project during the 1991 - 1996 period. As per the budget outlined in the Project Document, this fund shall be used to:
- a) meet the Project support costs
 - b) meet up to 88% of the development cost in the districts, including
 - i) design and construct Forestry Offices on a turn-key basis.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

- ii) a contribution in kind, to the District Forest Offices
 - iii) direct financing of specific components
 - iv) a 51% contribution to the Project account
 - c) hire local consultants and support local NGOs upon request of the Project Management and Team Leader.
 - d) procure directly equipment and vehicles as outlined in the Yearly Plans of Operation and Project Document. This includes 2 4WD vehicles, 2 cars and 2 motor-cycles. One 4 WD vehicle and the 2 cars will be for the exclusive use of the advisers, while the 2 motor-cycles will be for Project support staff.
 - e) provide scholarships and training.
- 4.3 In addition Switzerland shall make available at its own cost:
- a) Technical assistance for the duration of the whole project phase in the form of up to three advisers: one Team Leader (CTA) and two Technical Advisers, one of them being an expatriate the other one a Nepali.
 - b) Short-term expatriate consultancies as and when need arises for, amongst others, backstopping, evaluation, forest product harvesting and processing up to 14 man-months.
- 4.4 HMG/N shall continue to fund from its recurrent budget the regular expenditures of the District Forest Offices, as described in the Project Document and amounting up to NC 35,156,000 during the Project phase, as follows:
- a) to staff all the necessary sanctioned technical and administrative posts and pay their salaries and allowances as per rules and regulations of HMG:
 - b) contribute to the regular recurrent costs of the District Forest Offices.
- 4.5 HMG/N shall contribute NC 6,994,000 to the Project.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

4.6 In addition to that, HMG/N shall:

- a) make available the land necessary for the construction of the Forestry Offices where needed;
- b) provide all necessary legal, organizational and technical support to facilitate the smooth implementation of the project;
- c) consult with SDC prior to any change in policies and administrative organisation of the (MoFE) set-up with major bearing on the Project activities.
- d) consult with SDC prior to any potential support from other donors since Switzerland, through the project, will support all forestry activities in the two districts.
- e) keep SDC informed on all directives, instructions and guidelines sent by DoF and MoFE to the District Forest Office.
- f) grant the representatives of Switzerland access to the whole project area as well as to all relevant documents and records, including Project accounts, necessary for carrying out the project tasks of monitoring, financial analysis and internal auditing as well as the wider tasks of impact assessment;
- g) grant a license for the project to operate a wireless network between Kathmandu, the two District headquarters as well as six other locations within the districts of Dolakha and Ramechhap.
- h) ensure that unused funds in the Project account at the end of any financial year are defrozen within the following 4 month period.

4.7 SDC and HMG shall endeavour to release funds to the respective accounts on a timely basis.

ARTICLE 5

BUDGETING AND DISBURSEMENT PROCEDURES

5.1 The annual budget of the project shall be based on the Yearly Plans of Operation and comprise the following components:

- The expenditures as referred to in Article 4.2, lit. a), b/i) to b/iii) and c) to e) to be financed directly through Swiss contributions.
 - The expenditures as referred to in Article 4.4, lit.a) to b) to be financed directly through HMG contributions.
 - The expenditures as referred to in Article 4.2, lit.b/iv) and in Article 4.5 to be financed through contributions both from Switzerland and from HMG/N to the Project account in each district.
- 5.2 The yearly budget shall be submitted to the Project Coordination Committee for approval or modification subject to subsequent ratification by SDC and HMG/N.
- 5.3 All payments as referred to in Article 4.2, lit.a), b/i) to b/iii) and c) to e), i.e. kind and direct payments made by Switzerland, shall be made through SDC according to its rules and procedures.
- 5.4 All payments as referred to in Article 4.4, lit.a) and b) i.e. direct payments made by HMG/N, shall be made according to the rules and regulations of HMG.
- 5.5 All payments as referred to in Article 4.2 lit.b/iv) and in Article 4.5 shall be made to a Project account under rules and regulations of HMG.
- 5.6 The HMG/N and Swiss contributions to the Project account will be made in three instalments within each fiscal year. They will be made on the basis of the approved budget, the financial requirements, the balance remaining from the previous four month period as well as on progress made so far. The SDC and HMG instalments shall be subject to prior reporting of programmewise achievement assessment, financial statement and statement of expenditure.

ARTICLE 6

ACCOUNTING AND AUDITING

- 6.1 According to the different forms of budget and disbursement procedures, there will be 3 different accounts as outlined in the Project Document:
- 6.2 the accounts for the contributions provided by Switzerland as per the Article 4.2, lit. a), b/i) to b/iii) and c) to e) are kept by SDC and audited as per its rules and regulations. They shall be reported to HMG/N on a yearly basis.
- 6.3 the HMG/N contributions mentioned under Article 4.4, lit. a) to b) are accounted and audited in accordance with existing rules and regulations of HMG/N. They shall be reported to SDC on a yearly basis.
- 6.4 The Project account in each district jointly contributed to by Switzerland according to Article 4.2, lit. b/iv) and by HMG/N according to Article 4.5 follows rules and regulations of HMG/N. This shall be submitted to SDC as per article 5.6.
- 6.5 The financial statement and statement of expenditure referred to in Article 5.6 shall be split programme wise.
- 6.6 HMG/N shall submit to Switzerland the audit reports not later than one year after the end of each fiscal year.
- 6.7 In case the Auditor General of HMG confirms in one of its annual audit reports that funds have been misappropriated, and once these funds have been recovered, these will be released to the Project account for further use within the Project period.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ARTICLE 7

REPORTING AND EVALUATION

- 7.1 The Project Management at District level is responsible for proper reporting. In addition, the District Project Management will present a progress report to the Project Coordination Committee and the District Coordination Committees on a half yearly basis.
- 7.2 The Project shall establish and run a comprehensive programme monitoring system based on HMG requirements to keep track on the activities and provide the Project Coordination Committee with appropriate tools to exercise its duties. In addition, the Project shall develop and establish its own programme monitoring system which will be specific to community forestry activities and processes.
- 7.3 Towards the end of the five year period the project shall be evaluated through joint evaluation.

ARTICLE 8

EXEMPTION AND CONDITIONS RELATED TO TAXES AND DUTIES

- 8.1 HMG/N shall exempt from import duties, sales, import and other taxes all goods and services supplied or financed by Switzerland for the project.
- No funds provided by Switzerland shall be used for payment of contract taxes.

ARTICLE 9

EXPATRIATE PERSONNEL

- 9.1 The provisions of the Agreement on Technical Cooperation between the Government of the Swiss Federal Council and His Majesty's Government of Nepal, dated 18 August 1972, shall apply to expatriate personnel appointed by SDC under this Agreement.

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आधिकारिकता सुदुरण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ARTICLE 10

OWNERSHIP

- 10.1 All goods purchased out of funds made available by Switzerland will become the property of HMG upon transferral by means of a handing over note. HMG will ensure proper records and inventories of all such items.
- 10.2 Vehicles imported by SDC for the project shall become the property of HMG/N as and when the collaboration between SDC and HMG/N for the project ends. However Switzerland will transfer the ownership of certain vehicles to HMG/N even before subject to mutual understanding between the two parties and signature of a handing over note.
- 10.3 Vehicles and materials handed over to HMG/N will be kept at the exclusive disposal of the project.
- 10.4 Worn out or otherwise unsuitable goods, purchased through the SDC direct account, will be immediately auctioned or written off. The proceeds thereof shall be utilized for replacement of goods.

ARTICLE 11

FINAL PROVISIONS

- 11.1 The present Agreement shall come into force on the date of its signature and be valid for the duration from July 16, 1991 until July 15, 1996.
- 11.2 Amendments to this Agreement shall be effected by way of Exchange of Letters between the contracting parties.
- 11.3 Either contracting party may terminate the Agreement at any time upon six months advance notice given in writing to the other contracting party.

11.4 In the event of default by one of the contracting parties in the fulfillment of any commitment or obligation under this Agreement, the other contracting party gives notice to suspend the application of the Agreement. Should the reason for the suspension continue beyond 6 months, the said contracting party may terminate the Agreement immediately.

11.5 Disputes as to the interpretation and application of the provisions of this Agreement shall be settled by mutual negotiation.

Done in Kathmandu on the 7th of February 1992 in two original copies in English language.

On behalf of
His Majesty's Government
of Nepal

On behalf of
the Government
of Switzerland

Thakur Nath Pant

Thakur Nath Pant
Secretary
Ministry of Finance

W. Wirz

Werner Wirz
Director
SDC/Nepal

आज्ञाले,
उदयनेपाली भेष्ट
उप-सचिव