

भाग ५

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको सूचना

सिन्धुपाल्चोक तथा काभ्रेपलान्चोक जिल्लाहरूमा संचालित नेपाल ग्रन्टेलिया वन परियोजनाका लागि आर्थिक सहयोग जुटाउने सम्बन्धमा श्री ५ को सरकार, नेपाल र ग्रन्टेलियन सरकारबीच सम्पन्न भएको Memorandum of Understanding सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

MEMORANDUM OF UNDERSTANDING RELATING TO THE NEPAL AUSTRALIA FORESTRY PROJECT PHASE 3

1. GENERAL

THIS MEMORANDUM expresses the understanding (hereinafter referred to as "Memorandum") of His Majesty's Government of Nepal (hereinafter referred to as 'HMG/N') and the Government of Australia (hereinafter referred to as 'Australian Government') concerning the responsibilities and contributions respectively of the two Governments in regard to the Nepal-Australia Forestry Project Phase 3 Located in the Districts of Sindhupalchok and Kabhre Palanchok (hereinafter referred to as 'Project') which is intended to develop systems of forest management in the different geographic, social and economic circumstances of the Districts as further described and detailed in Annex 1 to this Memorandum.

2. AUTHORITIES

The Executing Authorities for this Project shall be:

1. For HMG/N the Department of Forests, Ministry of Forests and Soil Conservation.

2.2. For the Australian Government: The Australian Development Assistance Bureau of the Department of Foreign Affairs. The Australian Development Assistance Bureau may nominate suitably qualified agents to undertake any part of its function on its behalf. However, the ultimate responsibility for the Australian contributions to the project shall lie with the Australian Government.

3. RESPONSIBILITY 3.1. Responsibility for development and direction of the project shall be vested in a Project Co-ordinating Committee, (hereinafter referred to as the Committee).

This Committee shall include :

- Secretary, Ministry of Forest and Soil Conservation - Chairman
- Chief Conservator, Department of Forests - Deputy Chairman
- Chief Officer, Ministry of Forests and Soil Conservation - Member
- Deputy Chief Conservator, Planning and Development, Department of Forests - Member
- Representative, Planning Commission - Member
- Representative, Ministry of Finance - Member
- Regional Forest Director, Central Development Region - Member
- District Forest Controller - Kabhre Palanchok - Member
- District Forest Controller - Sindhupalchok - Member
- Representative of the Australian Government - Member

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- Representative of the Australian Development Assistance Bureau's nominated agent - Member
- Australian Team Leader - Member
- Other officials of HMG/N related to the Project - Members

3.2. The Committee shall meet not less than twice per year and at other times as may be required.

3.3. Functions of the Committee shall include:

- (a) reviewing the Project design and implementation,
- (b) co-ordinating the disposition of the project personnel,
- (c) co-ordinating operation of the project team,
- (d) co-ordinating policy for the project,
- (e) reviewing and reporting on progress to the two Governments,
- (f) recommending to the two Governments changes in program, budget and future development.

3.4. Final responsibility for this project shall lie with HMG/N.

4. CONTRIBUTIONS The contributions of HMG/N and the Australian Government as detailed in Annex III and II are estimated to value NRs. 22,880,000 and \$A7,448,000 respectively. Disbursement of Australian Contributions shall be subject to the normal annual parliamentary approval of appropriations in Australia.

5. EVALUATION An evaluation of progress of the Project may be made at times arranged between, and mutually convenient to, HMG/N and the Australian Government. Such an

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evaluation would be undertaken by a joint investigation team appointed by the two governments and independent of staff involved in the Project.

6. PERSONNEL

6.1 For the purposes of this Project, HMG/N shall facilitate the recruitment of, and employment by, the Australian Government or its agent or personnel as required for the project and established between the two Governments by:

- (i) granting exemption from income or other taxes on salaries and allowances as provided to other Colombo Plan experts;
- (ii) granting exemption from import and other duties on personal and household effects as provided to other Colombo Plan experts;
- (iii) granting exemption from import duties on one motor vehicle per employee on condition that it be re-exported or duty paid on its assessed value at time of sale within Nepal;
- (iv) granting to Australian project personnel all rights and entitlements accorded to other Colombo Plan experts, and
- (v) expediting the issue of all documentation required for the entry of and performance of work by, Project personnel.

7. SUPPLIES

7.1. HMG/N shall exempt from import duties and other taxes (or pay such duties thereon) all goods supplied by Australia for the established purposes of the Project as set out in Annex 1.

7.2. HMG/N shall facilitate movement of Project supplies by providing appropriate customs facilities, expeditious transport of such supplies to site.

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7.3. Project supplies provided by Australia shall be available for the unrestricted use of the Project and shall not be withdrawn from such use without the consent of the Australian Team Leader. The Australian Team Leader shall exercise administrative control over such supplies for the duration of the project or such other time as Australia agrees they may be released from the project.

8. CLAIMS

Since assistance under this Memorandum is provided for the benefit of HMG/N and people of Nepal, HMG/N shall bear all risks arising from operations under this Memorandum. HMG/N shall deal with any claims which may be brought by third parties against the Australian Government, its servants or Australian personnel and shall hold harmless the Australian Government and Australian personnel in case of any claims resulting from operations under this Memorandum except where such claims arise from gross negligence or wilful misconduct of agents of the Australian Government or of Australian personnel. The Australian personnel while in Nepal shall abide by the existing laws of Nepal.

9. SECURITY

HMG/N shall arrange for any protective services deemed necessary to ensure the safety of the person and property of Australian personnel, and of their dependants and Australian Project supplies.

10. AMENDMENTS

Amendments to this Memorandum may be made at any time by an exchange of Letters between the Parties.

11. DURATION

This Memorandum shall take effect from the date of its signature and the Project shall

be deemed to have commenced from 1 January 1986. It shall remain valid for a period of five years from the date of its commencement or to any other date as may subsequently be agreed by the two Governments.

ANNEXURES to this Memorandum and the separate Project Document form integral part of it.

SIGNED AT KATHMANDU, in Duplicate, this twentieth day of FEBRUARY, Nineteen Hundred Eighty Six.

FOR HIS MAJESTY'S GOVERNMENT FOR THE GOVERNMENT OF NEPAL OF AUSTRALIA

(LOK BAHADUR SHRESTHA)

(G.B. FEAKES, A.O.)

Secretary,

Australian Ambassador to the

Ministry of Finance

Kingdom of Nepal

ANNEX I

PROJECT DESCRIPTION

NEPAL AUSTRALIA FORESTRY PROJECT- PHASE 3

1. The Nepal Australia Forestry Project Phase 3 shall continue activities begun under Phase 2 including the development of systems of forest management involving community participation in the different geographic, social and economic circumstances of the Districts of Sindhu Palchok and Kabhre Palanchok.

2. The Project shall have seven components :

1. Infrastructure,
2. Education and training,
3. Community Work and Extension,
4. Reforestation,
5. Silviculture and Management,
6. Demonstration,
7. Monitoring and Evaluation.

3. The Project is fully described in the separate Project Document which forms an integral part of this Memorandum of Understanding.

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ANNEX III

ANNEX II

AUSTRALIAN Government Contribution

1. The estimated cost of the Australian contribution is \$A7,448,000 over the period of the Project.
2. The Australian Government shall provide :
 - (a) the Services of-
 - (i) a suitably qualified agent to manage the Australian contribution and to work in consultation with HMG/N's Department of Forests in the implementation of the Project,
 - (ii) long term advisers as arranged between the two Governments,
 - (iii) sort term specialist consultants as required for the Project and arranged between the two Governments,
 - (b) vehicles, machinery and equipment considered necessary during the Project as requested by HMG/N's Department of Forest and recommended by Australian Team Leader;
 - (c) assistance in the development of the infrastructure necessary to achieve the objectives of the Project;
 - (d) assistance to upgrade and expand the range of skills available to the forestry sector through education and training activities;
 - (e) assistance to increase the awareness and understanding of, and involvement in community forestry through an informal education and extension program;
 - (f) assistance with the continuation of the plantation establishment program;
 - (g) assistance with the production of realistic and workable management plans for the use of the forest and its products;
 - (h) assistance to make the rationale, methodology, operations and achievements of the Project as widely available as possible;
 - (i) assistance to develop a monitoring and evaluation methodology.
3. The Australian contribution is detailed more fully in the separate Project Document which forms and integral part of this Memorandum of Understanding.

ANNEX III

HIS MAJESTY'S GOVERNMENT OF NEPAL CONTRIBUTION

The estimated cost of the Nepalese contribution is NRs. 22,880,000 over the period of the project.

His Majesty's Government of Nepal shall provide :

- (a) the services of :
 - (i) suitable counterpart officers to the Australian Project personnel,
 - (ii) staff for the two Districts in which the Project is to operate,
- (b) all land required for the implementation of the Project,
- (c) continuation of a Development Works Budget at a level not less than that if the Project was not implemented,
- (d) assistance to increase the awareness and understanding of, and involvement in, community forestry through an informal education and extension program;
- (e) assistance with the continuation of the plantation establishment program;
- (f) assistance with the production of realistic and workable management plans for the use of the forest and its products;
- (g) funds for the payment of customs duties, internal taxes and other similar charges, if any, imposed in Nepal in respect of vehicles, machinery and equipment which may be imported by Australia under paragraph 2 (b) of Annex II.

The contribution of His Majesty's Government is detailed more fully in the separate Project Document which forms an integral part of this Memorandum of Understanding.

आज्ञाते,

उदय नेपाली श्रेष्ठ

उप-सचिव

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श्री ५ को सरकारको छापाखाना, सिंहदरबार, काठमाडौंमा मुद्रित।
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