

HEADQUARTERS AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL

AND

THE INTERNATIONAL COMMITTEE OF THE RED CROSS

On the Establishment of Delegation in Kathmandu, Nepal

HIS MAJESTY'S GOVERNMENT OF NEPAL and the INTERNATIONAL COMMITTEE OF THE RED CROSS,

RECOGNIZING the work done by the ICRC in providing, without discrimination, protection and assistance with a view to relieving human suffering,

CONSIDERING the wish expressed by the ICRC to establish a delegation to carry out the humanitarian tasks entrusted to it under the 1949 Geneva Conventions, to which the Kingdom of Nepal is a party, and the Statutes of the International Red Cross and Red Crescent Movement,

TAKING INTO ACCOUNT the desire of the Kingdom of Nepal to establish ICRC delegation in Nepal,

AGREE AS FOLLOWS:

Article I **Definitions**

For the purpose of the Agreement, the following expressions shall have the following meaning:

1. "HMG/N" means His Majesty's Government of Nepal.
2. "ICRC" means the International Committee of the Red Cross.

3. "Delegation" means the country office of the ICRC in Nepal, based in Kathmandu.
4. "Head of Delegation" means resident representative of the ICRC at the Delegation in the Kingdom of Nepal appointed by the ICRC Headquarters, Geneva with the prior approval of HMG/N.
5. "Delegates" means the staff of the Delegation in Nepal who are, with the prior approval of HMG/N, assigned by the ICRC Headquarters, Geneva to the Country Office of the ICRC in Nepal.
6. "laws and regulations" means laws and regulations of the Kingdom of Nepal.
7. "Appropriate authorities," means the Ministry of Foreign Affairs and other relevant authorities of HMG/N.
8. "Premises of the delegation" means the building or the parts of the building and the land ancillary thereto irrespective of ownership, used for the purpose of the Delegation.
9. "Archives of the delegation" means records, minutes, correspondence, documents and manuscripts, in ward of the Delegation.
10. "Property" means all property, funds and assets of the Delegation.
11. "Relief goods" means all goods to be used for relief purposes.

Article II **The Establishment of the Delegation**

HMG/N authorises the ICRC to establish a delegation in Nepal, which shall operate under the authority of the Head of Delegation.

Article III **Legal Status of the Delegation**

HMG/N recognises the legal personality of the ICRC, thus enabling its delegation to contract obligations, institute legal proceedings, acquire rights and to acquire and dispose of movable and immovable property, in accordance with the laws and regulations.

Article IV
Purposes of the Delegation

The purposes of the Delegation are:

1. To strengthen and develop relations between HMG/N and the ICRC;
2. To promote international humanitarian law and the principles of the International Red Cross and Red Crescent Movement in Nepal;
3. To strengthen the ties between the ICRC and the Nepal Red Cross Society;
4. To give support and assistance to the Nepal Red Cross Society; and
5. To perform any and all activities mandated and rights given to the ICRC under the Geneva Conventions of 1949 and the Statutes of the International Red Cross and Red Crescent Movement.

Article V
Size of the Delegation

The ICRC will keep the size of the delegation within limits that match the activities of the Delegation.

Article VI
Cooperation between HMG/N and the Delegation

1. HMG/N shall facilitate and co-operate to the maximum extent possible with the humanitarian activities carried out by the Delegation.
2. The Delegation shall co-operate with HMG/N at all times with a view to preventing any form of abuse of the privileges, immunities and facilities provided by this Agreement.
3. The Ministry of Foreign Affairs shall act as the focal point of HMG/N.
4. The ICRC shall waive, following common understanding, the immunity of any member of the delegation in any case where the immunity would impede the course of justice. HMG/N may request the ICRC to recall the Head of the Delegation or any staff of the delegation for their activities incompatible with his/her position.

Article VII
Inviolability of the Premises, Property, Assets and Archives of the Delegation

1. The property and assets of the Delegation shall be immune from search, requisition, confiscation, expropriation and any other form of interference.
2. The premises and archives of the Delegation, and in general all documents belonging to or held by it, shall be inviolable. HMG/N shall take all appropriate steps to protect the premises, property, assets and archives of the Delegation.

Article VIII
Freedom of Financial Transactions

1. The Delegation may hold national or foreign currency account except in Indian currency.
2. The Delegation shall be free to transfer its fund from Nepal to other countries and transfer within the Kingdom of Nepal.
3. The Delegation may hold bank accounts with a commercial bank after obtaining approval from the Nepal Rastra Bank.

Article IX
Tax and Customs Duties Exemptions

1. The assets, premises and other property of the Delegation shall be:
 - a. exempt from all direct taxes, except for dues which are, in fact, no more than charges for public utility services;
 - b. exempt from customs duties and restrictions on imports and exports in respect of articles imported or exported by the Delegation for its official use. Goods and articles imported under such exemptions will not be sold in Nepal except under conditions agreed with HMG/N.
2. The Delegation shall be exempt from all indirect taxes (including value-added taxes) for large purchases of articles intended for official use and to export it for another country. For the purchase of articles intended for ICRC

assistance programmes within the country prior approval of HMG/N is necessary. HMG/N shall make appropriate arrangements for the remission or reimbursement of such taxes equivalent to facilities provided to intergovernmental organisations working in Nepal.

Article X **Freedom of Communications**

1. The Delegation shall enjoy for its official communications the same treatment as accorded by HMG/N to intergovernmental organisations in the matter of priorities, rates and taxes.
2. The Delegation shall be free to use the means of communication it deems most appropriate for its contacts, in particular with ICRC headquarters in Geneva, with other related international agencies and organisations, with government departments, and with bodies corporate or private individuals. The Delegates may carry their communication equipment in the premises of the HMG/N only with the prior approval of the concerned agency.
3. The Delegation shall have the right to install on its premises radio-communications equipment and to use mobile equipment within the national territory, and shall be exempt from licensing fees and from all other related fees and charges for its official internal communication. The Delegation shall use the frequencies assigned to it for this purpose by the competent national authority.
4. The Delegation shall have the right to dispatch and receive correspondence by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic courier and bags, provided these bags bear visible external marks of their character and contain only documents or articles intended for official use. The bag of the Delegation shall be opened only in the presence of a delegate and an officer of the Ministry of Foreign Affairs, if suspicious situation arises. The ICRC official mail should in any case not be read.

Article XI
Staff of the Delegation

The Head of Delegation and staff of the Delegation shall take up their post with the prior approval of HMG/N. The ICRC shall furnish their names and scheduled date of entry into the Kingdom of Nepal.

Article XII
Status of the Members of the Delegation

1. Expatriate members of the Delegation, their spouses, and dependant children shall have the same status as that accorded to the members of international inter-governmental organisation.
2. They shall enjoy immunity, even after they have left the service of the delegation, from any form of legal or administrative process, including personal arrest or detention, seizure of their personal baggage, and from being called as a witness or being required to give evidence, in respect of all words spoken and written and all acts performed by them in their official capacity.
3. Their private residences, vehicles, documents, manuscripts and all other personal effects shall be inviolable.
4. They shall be exempt from all immigration fees and restrictions, alien registration and national service obligations.
5. They shall be allowed to import free of duty a reasonable quantity of furniture and personal effects, including one vehicle within the first 6 months from the date of their arrival in the country.
6. In the event of disturbances or armed conflict, they shall be granted necessary facilities to leave the country, if they wish to do so, by the means they consider to be safest and quickest.
7. Expatriate members of the delegation shall be exempt from all taxes on salaries and other emoluments paid by the ICRC or received by them from outside the Kingdom of Nepal in general. The members of the delegation are

not entitled to work for agencies other than ICRC without the express consent of HMG/N.

8. Members of the delegation who are citizens of the Kingdom of Nepal shall not benefit from the immunities, privileges and facilities listed in paragraphs 1 to 8 above except in respect of all words spoken and written and all acts performed by them in their official capacity, and from being called as a witness or being required to give evidence, even after they have left the services of the delegation.
9. The members of the delegation undertake to respect the laws and regulations in force in the Kingdom of Nepal from the moment they arrive in the country.

Article XIII
The ICRC Representatives on Temporary Mission

Any ICRC representatives on temporary mission, with the prior approval of the HMG/N, visiting Nepal with a mission objective, shall enjoy immunities provided for ICRC delegates under this Agreement.

Article XIV
Identity Document and Commission

Expatriate members of the delegation and ICRC representatives on temporary mission shall hold a document called "Identity document and commission", attesting to the bearer's identity and to his/her status as an ICRC staff member.

Article XV
Housing, Office and Vehicular Facilities

1. HMG/N shall facilitate, without any obligation to it, acquisition of appropriate office premises for the delegation as well as suitable housing accommodation for the members of the Delegation.
2. HMG/N shall grant vehicle registration facilities as are provided to other international, intergovernmental organizations.

Article XVI

Settlement of Disputes

Any dispute to this agreement shall be settled amicably between the two Parties.

Article XVIII

Amendments to the Present Agreement

1. This Agreement shall enter into force from the date of its signature.
2. This Agreement shall remain valid for a period of five years from the date of signature and the validity of this Agreement can be extended with the mutual consent of both Parties of this Agreement.
3. This Agreement may be terminated by either Party by giving six months prior notice in writing.
4. Changes and amendments to this Agreement may be made through an exchange of letters between the two Parties.
5. HMG/N and the ICRC may agree to conclude subsidiary agreements.

Article XIX

Originals and Depository

The present agreement shall consist of duplicate originals in English, one of which shall be deposited with HMG/N, and the other with the ICRC.

DONE AT Kathmandu in duplicate, in the English Language, on the Twentieth day of January of Two Thousand Three.

Sd.

MR. DURGA PRASAD BHATTARAI
JOINT SECRETARY
DELEGATION IN NEPAL
FOR HIS MAJESTY'S
GOVERNMENT OF NEPAL

Sd.

MR. JEAN-JACQUES BOVAY
HEAD OF THE ICRC
FOR THE INTERNATIONAL
COMMITTEE OF THE RED CROSS