

**GENERAL AGREEMENT  
BETWEEN  
SOCIAL WELFARE COUNCIL, NEPAL  
AND**

.....

The Social Welfare Council, established in accordance with Section 5, of the Social Welfare Act, 1992, of the Government of Nepal (hereinafter called the Council), based in Kathmandu, Nepal; and ..... (hereinafter called .....) a non-political, non-sectarian, non-governmental, non-profit making, humanitarian organization based in ....., established in (Year), being desirous of furthering development activities in Nepal in the (Area of Interest) sector have agreed as follows:

**1. ..... hereby agrees to:**

- a. Abide by the law of the Government of Nepal in its entirety.
- b. Carry out the project/programs in the district(s) as per the directives stipulated in National Plan and Policies of Government of Nepal in partnership with Local Non-governmental Organization, with prior approval of the Council.
- c. Provide funds in the amount of minimum US\$ ..... per annum excluding commodity assistance which is approximately .....% of the total grant. The exact amount of support will be reflected in the project(s).
- d. Submit the project proposal(s) to the Council within 3 months from the date of signing of General Agreement and start implementation of the project soon after the Project agreement is signed.
- e. Design the project in close coordination with the concerned District Development Committee, and work in close coordination with the concerned District Development Committee, Village Development Committee/ municipalities and District Administration Office in the project area.
- f. Report its activities; once in every six months and submit an annual report citing administrative and program costs, in the form prescribed by the Council.

- g. Have the accounts audited annually by an auditor, registered with the Institution of Chartered Accountants of Nepal (ICAN); at the cost of the project/program and submit the audit report to the Council within three months of each forthcoming Nepalese fiscal year.
- h. Exclude the remuneration's and other allowances of the expatriate(s) from the total project/program cost.
- i. Disposal of any items imported on duty free basis shall take place only upon prior approval of the Council; which will make necessary arrangement in consultation with the Ministry of Finance and other relevant agencies.
- j. Refrain from access to Official Development Assistance (ODA) Proceeds and any other sources of fund (Loan, Grant, Technical Assistance or Commodity Assistance) that have been provided or committed or earmarked to Government of Nepal from Multilateral or Bilateral donors by an agreement or minutes/records of discussion or any other form of committed documents to implement project activities in the Government of Nepal.
- k. Declare the sources of fund and the name of the donor agencies intended implementing the project in Nepal.
- l. Commit fully not to get involved in disrupting harmonious relations existing between and among the people of various religions, castes, tribes or community.
- m. Refrain from all overt or covert activities making adverse effect on the sovereignty and integrity of the Government of Nepal, and bilateral relationship of Nepal with any country or international organization and foreign policy of Nepal.
- n. Comply with legal action to be taken by Government of Nepal in case of violation of the provisions mentioned in this agreement.

**2. The Council hereby agrees to:**

- a. Provide guidance and assistance to the ..... in its dealing with government and other agencies.
- b. If necessary recommend for multi entry exit non-tourist visa (s) for one expatriate and to his/her immediate family members under this agreement in conformity with the prevalent immigration rules and regulation of the Government of Nepal. The number of other expatriate personnel needed for the specific projects and not available in Nepal will be as per the project agreement.

- c. Provide list and other necessary information of viable local NGOs as demanded by the ..... for the selection of their viable partners in the implementation of the projects.

**3. The Council and the ..... mutually agree to:**

- a. Arrangement for the regular monitoring and evaluation of the ..... and its specific projects will be made by the Council in consultation with the concerned government agencies including other concerned parties. The mid term evaluation of the project will take place on regular basis and the final evaluation will be carried out by the Council on six months prior to the completion of the project period. The cost incurred for the purposes will borne from the project/program budget.
- b. In conformity with the prevailing Laws and Regulations of Government of Nepal, Ministry of Finance will make decision upon the recommendation of the Council for the exemption of the Value Added Tax (VAT), excise duty and custom duties. A prior approval will be needed by the ..... from the Council to import vehicles, equipments and other supplies as per project agreement.
- c. Either party may terminate this agreement by giving a six months advance notice to the other. In case of the ..... failure to submit the Project proposal within three months from the date of signing General Agreement, another three months may be considered upon request of the ..... submitting satisfactory explanations. Failure to submit and sign the Project proposal even after the considered period of three months will automatically cause the invalidation of this agreement.
- d. Should a dispute arise, the Council may make necessary arrangement including withhold the banking transaction of the ..... until the disputes are settled mutually.
- e. Not withstanding the provisions mentioned above, both Council and the ..... agree that provisions pertaining to tax and duties standardized hereinafter by Government of Nepal in relation to INGOs/NGOs in general shall be applicable to this agreement as well. The Council shall not be obliged to recommend for tax waivers beyond such standardized provisions.

- f. At the termination, withdrawal of support, failure in service delivery, cease of support, completion, or closure of the project all assets of ..... imported and purchased under the duty free allowance or privileges, shall become the property of Council or any organization as per the decision made by Government of Nepal.
- g. This agreement will come into effect from the date of the signing and remain valid for a period of (no. of years) years, which may be extended as agreed upon by the Council and the ..... not exceeding for a further period of (no. of years) years. A three month prior notice shall be needed for this purpose.

Date:

Date:

Name: Dr. Chhewang Namgel Lama (Sherpa)

Name: \_\_\_\_\_

Designation: Member Secretary

Designation: .....

Social Welfare Council

**Mailing Address:**

**Mailing Address:**

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Note: The general agreement signed between SWC and ..... is new.

This is the renewal of general agreement between SWC and .....for..... times. The first general agreement was signed on ..... for the period of ..... years.