

**HEADQUARTERS AGREEMENT BETWEEN ,  
HIS MAJESTY'S GOVERNMENT OF NEPAL AND THE SECRETARIAT OF  
THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION  
(SAARC)**

His Majesty's Government of Nepal and the South Asian Association for Regional Cooperation;

Recalling the decision taken at the first meeting of the Heads of State or Government of Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka held in Dhaka on 7-8 December 1985 establishing the Association;

Having regard to Article VIII of the Charter of the Association which provides that there shall be a Secretariat of the Association;

Keeping in view Paragraph 9 of the Declaration of the Heads of State or Government issued at the Second Summit held in Bangalore, India about the establishment of the Secretariat of the Association and its location in Kathmandu, Nepal;

Having regard to the Memorandum of Understanding on the establishment of the Secretariat signed by Foreign Ministers of Member Countries of the Association in the presence of their  
e Heads of State or Government on November 17, 1986 in Bangalore, India and

Desiring to conclude a Headquarters Agreement as provided for in paragraph 13 of the said Memorandum of Understanding;

Have Agreed as follows:

**Article I**  
Definitions

For the purpose of the present Agreement, the following expressions shall have the meanings hereunder assigned to them:

- (a) "HMG/N" means His Majesty's Government of Nepal;
- (b) 'Association' means the South Asian Association for Regional Cooperation;
- (c) "Charter" means the Charter of the Association;
- (d) "Secretariat" means the Secretariat acting on behalf of the Association for the purpose of this Agreement;

- (e) "The Secretary-General" means the Secretary-General of SAARC or any officer designated to act in that capacity;
- (f) "Officers" means Directors/ Professional staff appointed by the Secretary General upon nomination by member states;
- (g) "The General Services Staff" means such officials as fJ) are recruited in Category I (as stipulated in the decision of the fOU11h session of the SAARC Council of Ministers) through open competition among the member states of the Association as well as the administrative and technical staff in other Categories including those in the domestic service of the Secretary General and Officers of the Secretariat;
- (h) "Appropriate Authorities of HMG/N" means such central and local authorities in the Kingdom of Nepal as may be relevant in the context of and in accordance with the prevalent laws and practices in Nepal;
- (i) "The Premises of the Secretariat" means the buildings or their parts or area and other land ancillary thereto which may from time to time be included temporarily or permanently for the purpose of the Secretariat including the residence of the Secretary General;
- (j) "Seat of the Secretariat" means the premises occupied by the Secretariat;
- (k) "Archives" means the records, correspondence, documents, manuscripts, photographs etc. belonging to or held by the Secretariat;
- (l) "Property" means all property, assets, funds, incomes and rights belonging to or held or administered by the Secretariat;
- (m) "Representatives of Governments" means all accredited members of delegation of the member- states of the Association to any of its meetings;
- (n) "Dependents" means parents, spouses and children under the age of 21 years of the Secretary General, Officers and the General Services Staff (Category I).

## Article II Objective

The Objective of this Agreement shall be to facilitate the work of the Secretariat as envisaged in the Charter and to allow all concerned including the Secretary- General, Officers and the General Services Staff to discharge their responsibilities efficiently and in good faith.

## Article III

### The Seat of the Secretariat

3.01 The Secretariat shall be located in the Kathmandu valley of the Kingdom of Nepal.

3.02 HMG/N as host Government shall provide or cause to be provided the following facilities to the Secretariat:

(a) Accommodation with initial decoration and furnishing and provision of basic utilities and services including power, water, gas, air-conditioning, telephone, telex, and major maintenance of the same;

(b) Machines, equipments and vehicles -for the initial stage.

3.03 The premises of the Secretariat shall be used for the sole purpose of attaining the objectives of the Association as stipulated in the Charter.

3.04 The utility charges shall be borne by the Secretariat.

3.05 HMG/N shall take all necessary action to ensure that the Secretariat is not dispossessed of all or any part of its premises without its prior consent.

## Article IV

### Inviolability of the Premises of the Secretariat

4.01 The premises of the Secretariat shall be inviolable, and shall be under the control and authority of the Secretary General.

4.02 The premises of the Secretariat, their furnishings and other property of the Association including the means of transport wherever situated in the Kingdom of Nepal and by whomsoever held shall be immune from search, requisition, attachment, execution or any other form of interference.

4.03 The HMG/N as the host Government is under a special duty to take all appropriate steps to protect the premises of the Secretariat against any intrusion or damage and to prevent any disturbance of the peace of the Secretariat or impairment of its dignity.

4.04 Without prejudice to anything contained in this Agreement, the Secretariat shall not permit its premises to be used as a refuge by persons who are evading arrest or are to be extradited to other countries under the laws of Nepal or who are endeavouring to evade legal prosecution or judicial proceedings.

## Article V

### Inviolability of the Archives

5.01 The archives and all documents and publications of the Association shall be inviolable at any time and wherever located in the territory of the Kingdom of Nepal.

## Article VI Communications

6.01 The Secretariat shall enjoy in the Kingdom of Nepal for its official communications treatment not less favourable than that accorded by HMG/N to any international organization or Government including its diplomatic mission.

6.02 The Secretariat shall have the right to use codes and to despatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

## Article VII

### The Property of the Association

7.01 The property of the Association, shall enjoy immunity from search, requisition, attachment or any other form of interference.

7.02 The Secretariat, its property, income and transaction shall be exempt from:

(i) all forms of taxation national, regional or municipal and any obligation for payment withholding or collection of any tax or duty;

(ii) all custom duties and other levies on any goods and articles imported or exported by the Secretariat for its official use;

(iii) all prohibitions and restrictions on imports and exports in respect of any goods or articles intended for the official use of the Association;

The Secretariat, however, shall not claim exemption from the payment for utility services.

## Article VIII

### Financial Facilities

8.01 Notwithstanding financial controls, regulations or moratoria of any kind, the Secretariat may:

(i) purchase, hold or dispose of any currencies, securities and funds through authorized channels;

(ii) operate accounts in any currency;

(iii) transfer its funds, securities or currencies to or from the Kingdom of Nepal or to or from any other currency or within the Kingdom of Nepal.

8.02 The Secretariat shall in exercising its rights and privileges under this Article pay due regard to any representation made by HMG/N.

## Article IX

### Privileges and Immunities of the Secretary General, Officers and General Services Staff of the Secretariat

9.01 The Secretary General, Officers, and where applicable their dependents, shall enjoy within and with respect to the territory of the Kingdom of Nepal:

- (i) immunity from legal processes of any kind in respect of words spoken or written and acts performed by them in their official capacity and in the discharge of their duties;
- (ii) exemption from taxation in respect of the salaries and emoluments in connection with their service with the Association;
- (iii) immunities from the Civil, administrative, Criminal jurisdiction, personal arrest or detention;
- (iv) immunity, together with their dependents and members of their household staff, from immigration , restriction and alien registration;
- (v) exemption in respect of exchange restrictions no less favourable than that accorded to the officials of comparable ranks in diplomatic missions --accredited to the Kingdom of Nepal;
- (vi) repatriation facilities in time of national crisis, together with their dependent and members of their household staff not less favourable than those I accorded to the officials of the comparable rank in the diplomatic missions;
- (vii) freedom to maintain within the territory of the Kingdom of Nepal, or elsewhere, foreign securities, and other movable and immovable property, while employed by the Association in Nepal, and at the time of termination of such employment or within reasonable time thereafter, the right to take out of the territory of the Kingdom of Nepal fund in any currency without restriction or limitations.
- (viii) immunity from seizure and inspection of their baggage;
- (ix) right to import, export, transfer and replace, free of customs duties, taxes and other levies, their motor vehicles, furniture and other personal and household effects as applicable to the resident members of the comparable ranks in diplomatic missions accredited to the Kingdom of Nepal. .;

9.02 The General Services Staff of Category I shall enjoy within and with respect to the territory of the Kingdom of Nepal all privileges and immunities specified in clause (i) to (vii) of section 9.01 under this Article.

They shall also enjoy right to import free of custom duties, taxes and other levies, furniture and other personal and household effects for one time within one year of installation and one motor-vehicle during their service with the Secretariat, replaceable as per the prevalent rule applicable to other missions in Nepal, and right to export with similar Privileges goods thus imported at the termination of their duties with the Secretariat. Such staff shall be entitled to additional annual privilege of importation, transfer and replacement of such goods upto the value of \$ 2000.

9.03 The privileges and immunities granted under section 9.01 and 9.02 of this Article shall be applicable to the Nepalese citizens employed in the Secretariat provided that:

Such privileges and immunities shall not be extended to .legal process, and judicial proceedings arising out of activities not connected with the work of the Association and taxation on personal properties and incomes other than salary and emoluments received from the Secretariat;

9.04 The Nepalese citizens of Professional and General Services Staff (Category-1) shall be entitled to maintain foreign exchange accounts of their salaries and emoluments received from the Secretariat in convertible currency in Nepal.

9.05 The private residences and means of transport of the officers and the General Services Staff (Category I) shall enjoy the same inviolability and protection as the premises of the Secretariat.

9.06 The General Services Staff other than Category I shall enjoy immunity from civil criminal and administrative process within and with respect to the territory of the Kingdom of Nepal in respect of acts performed during the course of their official duties only.

9.07 The Secretary General shall hold the rank and status of Ambassador and enjoy such other privileges and immunities as are accorded to Heads of diplomatic missions accredited to Nepal which are not covered by' section 9.01 of this Article.

9.08 Without prejudice to their privileges and immunities, it is the duty of the Secretary-General and the Officers and Staff of the Secretariat to respect the laws of the host country and to avoid any interference in the internal affairs of the Kingdom of Nepal.

9.09 All persons enjoying the privileges and immunities under this Agreement shall be provided by HMG/N with a special identity card which shall serve to identify the holder in relation to the appropriate authorities and certify that the holder enjoys the privileges and immunities specified in this Agreement.

9.10 Representatives of Governments, experts and other officials on temporary assignment in the Secretariat shall be accorded facilities similar to those as are admissible to persons on similar assignment with the offices of United Nations and other International Organizations.

## Article X

### Waiver of Immunities

10.01 The privileges and immunities accorded in this Agreement are granted in the interest of the Association. The Secretary General may waive the privileges and immunities accorded to any person if, in his opinion such privileges and immunities would impede the course of justice and can be waived without prejudice to the interest of the Association and the Secretariat.

10.02 The Secretary General shall take every measure to ensure that the Privileges and immunities stipulated in this Agreement are not abused and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient.

10.03 The Secretariat and all persons enjoying privileges and immunities under this Agreement shall cooperate at all time with the appropriate authorities of HMG/N to facilitate the proper administration of justice and secure the observance of the laws of the host country .

10.04 If HMG/N is convinced that there has been abuse of the privileges and immunities accorded by this Agreement, it shall notify the Secretariat accordingly. Upon such notification, the Secretary-General shall, after consultation with the appropriate authorities of HMG/N, take necessary action.

10.05 No goods imported by the Secretariat, the Secretary General or Officers and Staff of the Secretariat under privileges granted by this Agreement can be sold or transferred to any person without prior approval of HMG/N. The Secretariat or the person concerned shall be liable to pay the necessary taxes and duties on goods thus sold or transferred unless the buyer enjoys similar privileges in Nepal.

10.06 HMG/N reserves the right to inspect the personal baggage of the personnel of the Secretariat if it is convinced that there are serious grounds for presuming that it contains articles not for bonafide official or personal use of the personnel of the Secretariat, or articles the export and import of which is prohibited by the Law or controlled by the quarantine regulations, of the Host country .Such inspection shall be conducted only in the presence of the authorised representative of the Secretariat.

## Article XI

### Settlement of Disputes

Any differences in the interpretation or application of this Agreement shall be settled amicably between the parties.

## Article XII

### Communication with HMG/N

The Secretariat shall communicate with the appropriate authorities of HMG/N through the Ministry of Foreign Affairs of HMG/N.

## Article XIII

### Final Provisions

13.01 This Agreement shall be interpreted in the light of its objectives as referred to in Article II of this Agreement.

13.02 This Agreement shall come into force immediately upon signature.

13.03 Any amendment or modification to this Agreement or any part thereof shall be made through mutual consultation at the request of either party and shall be effected through agreement between them.

13.04 This Agreement shall remain valid until the Association ceases to function.

***DONE AT KATHMANDU on the Twenty Seventh Day of July One Thousand Nine Hundred and Eighty Eight, in two originals, in the English language, both texts being equally authentic.***