

# Implementation Agreement for Technical Cooperation Projects

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Secretary

  
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## IMPLEMENTATION AGREEMENT

between

Physikalisch-Technische Bundesanstalt  
Bundesallee 100  
38116 Braunschweig

- hereinafter referred to as "PTB" -

and


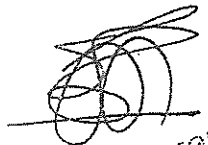
Ministry of Industry (Moi)  
Singhadurbar  
Kathmandu, Nepal

- hereinafter referred to as the "Ministry of Industry" -

concerning the project

Support to Nepal in the field of Quality Infrastructure  
(2<sup>nd</sup> Phase)

- hereinafter referred to as the "Project" -

  
  
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## Basis of the Agreement

The following shall form the basis of this Agreement:

- the Agreement between the Government of the Federal Republic of Germany and the Government of Nepal on Technical Cooperation dated 30 May 1974 (see Annex 1)
- the Arrangement by way of the Agreement/Exchange of Notes between the Government of the Federal Republic of Germany and the Government of Nepal on Technical Cooperation dated 26 April 2013 (see Annex 2)

In accordance with Article 2 of the aforementioned Agreement/Paragraph 5 of the aforementioned Exchange of Notes dated 26 April 2013, details of the Project are to be laid down in an agreement between PTB and the Ministry of Industry. PTB is acting in execution of the commission with which it has been charged by the Government of the Federal Republic of Germany.

### 1. Project objective and indicators

The objective of this Project is to support the Nepalese quality infrastructure in offering services that are geared to international good practices and that are increasingly demanded by the target groups.

As in the first project phase, the envisaged measures include, in particular, specialized technical and organizational consulting, with the aim of strengthening both technical laboratory competencies and management capacities and linkages between key institutions of the Nepalese quality infrastructure (QI) in order to improve their services. Furthermore, the project will encompass political consultations, information and awareness-raising measures in the field of QI.

Among the targeted key institutions are the Nepal Bureau of Standards and Metrology (NBSM), which functions as main implementation partner, as well as other institutions with responsibilities for quality control and market surveillance in Nepal.

The achievement of the phase objective can be assessed by the following indicators:

- The calibration laboratories of NBSM are accredited according to ISO / IEC 17025 in at least three measurement categories, and the number of calibrations in three priority measurement areas has increased by 5% per year.
- At least two Nepalese testing laboratories have extended their scope of accreditation according to ISO / IEC 17025 within a priority area of the German development cooperation.
- At least two Nepalese testing laboratories have successfully participated in an international benchmarking measure ("proficiency test") per year.
- A representative group of enterprises within the economic sectors supported by the project confirms that the improved range of quality infrastructure services offered in Nepal has contributed to increasing their competitiveness.
- At least three training or consultancy measures for Nepalese enterprises are offered in cooperation with national QI service providers per year.

  
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PTB and the Ministry of Industry are jointly committed to this objective.

## 2. Contributions to the Project by the Government of the Federal Republic of Germany via PTB

The Government of the Federal Republic of Germany shall provide PTB with up to EUR 1,500,000 (in words: one million five hundred thousand euros) for the German contribution. This amount shall include the costs incurred by the German Implementing Organisation.

### Provision of experts

PTB shall make available for the project:

- the following experts:

- International and national short-term experts for a total period of up to 35 expert-months for the following fields:
  - Organizational consultancy
  - Metrology/testing
  - Standardization
  - Conformity assessment/accreditation
  - Awareness-building/networking for users of Quality Infrastructure (QI) services
  - Organization and implementation of training, seminars, workshops
  - Evaluation

The exact scope of all expert missions is closely coordinated with the hosting institution.

- Local staff for a total period of up to 48 person-months:

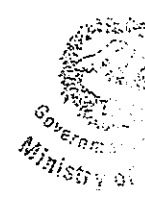
- to support coordination and follow-up of project activities,
- to facilitate cooperation and interaction with the activities of GIZ in Nepal, in particular GIZ/INCLUDE, GIZ/TPP, GIZ/SAARC-TPN, GIZ/HSSP and other projects/programmes,
- to identify areas of interventions for PTB, specific to supporting the trade of products within the value chains that are supported by the GIZ projects,
- to keep close contact and regular interaction with PTB's project partners (e.g. QI institutions such as Nepal Bureau of Standards and Metrology (NBSM), Department of Food Technology and Quality Control (DFTQC), Department of Drug Administration (DDA), National Medicines Laboratory (NML), Natural Products Research Laboratory (NPRL) of Department of Plant Resources (DPR), as well as other relevant actors and a Quality Circle in the field of QI in Nepal
- to bi-annually report project activities and project progress to NBSM and MoI in written form



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### Supply of materials and equipment

PTB shall supply material and technical infrastructure predominantly to the Nepal Bureau of Standards and Metrology, but also other project partners within the national quality infrastructure, for up to EUR 250.000 (in words: two hundred and fifty thousand euros). Items supplied by PTB may include laboratory equipment, technical literature, reference materials, artefacts for inter-laboratory comparisons, IT equipment and others.

Follow-up costs for equipment (e.g. maintenance, chemicals, calibration, software, electricity etc.) have to be covered by the respective Nepalese project partners. A sufficient budget has to be ensured before equipment can be procured.

### Basic or advanced training outside the Project

PTB shall provide basic or advanced training in Nepal or abroad for national experts from the Nepal Bureau of Standards and Metrology and related organisations of the Nepalese quality infrastructure, with the aim of assigning important tasks within the Project to them following completion of the training.

PTB shall assume the following costs in this connection:

- basic advanced training courses,
- travel expenses;
- accommodation and living expenses.

### Other contributions

Other activities for which PTB may provide funding in the course of the project:

- workshops / project meetings (e.g. kick-off workshop, project planning meetings)
- conferences / seminars / political consultations (e.g. food conference, seminars to review QI acts)
- activities conducted by the Quality Circle (e.g. technical trainings, surveys, laboratory alliance formation)
- activities related to customer dialogue and service promotion (e.g. customer surveys, information brochures of QI bodies)
- awareness-raising measures
- any other activities necessary to achieve the project goals e.g. participation in international PTs or market studies

Furthermore, costs incurred by PTB for project evaluation and project coordination will be covered.

## 3. Contributions by the Ministry of Industry

### Provision of experts and auxiliary personnel

The Ministry of Industry shall

- appoint a qualified interlocutor for the implementation of the overall project, who obtains the required support by administrative and auxiliary personnel
- enable experts and key staff responsible for quality-related issues to take part in workshops and trainings organised by the project

  
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### **Costs**

The Ministry of Industry shall ensure that the costs to be specified in the plan of operation are budgeted for in due time.

Furthermore, the Ministry of Industry shall ensure that a budget for follow-up costs for equipment (e.g. maintenance, chemicals, calibration, software, electricity etc.) is available.

### **Provision of sites, buildings and work premises**

The Ministry of Industry shall make available the premises required to carry out the planned measures together with sufficient and suitable equipment and furnishings.

## **4. Other provisions**

### **Evaluation**

PTB may undertake an evaluation of the Project during or after implementation of this Agreement. To this end, PTB shall second experts/appraisers to the Project. The Ministry of Industry shall participate in the evaluation. It shall in all cases assist the expert(s)/appraiser(s) in their work and allow them to examine all the necessary documents.

The Ministry of Industry shall be informed of the results of the evaluation by means of a report.

### **Suspension of contributions and termination of Agreement**

PTB may suspend its contributions if

- the Ministry of Industry fails to fulfil obligations arising out of this Agreement or out of arrangements in respect of this Agreement or
- circumstances arise which preclude, or place in considerable jeopardy, the objective of the Project described in Clause 1 above

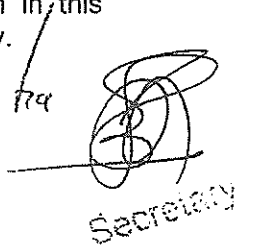
If one of the circumstances described in paragraph 2 above arises and is still in existence after a time-limit to be agreed by PTB with the Ministry of Industry, or if it is not eliminated within this period, PTB may, with the consent of the Government of the Federal Republic of Germany, prematurely terminate the implementation of this Agreement.

### **Term of Agreement**

Same as provided in Clause 4 above on the suspension of contributions and termination of the Agreement, this Agreement shall be valid for the duration of the Project (currently scheduled to run from 07/2013 to 06/2017). The term of this Agreement may be extended in the event of a delay in the execution of the German contribution as laid down in this Agreement and in the execution of the agreed contributions of the Ministry of Industry.



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**Adjustment of Agreement**

In the event that provisions of this Agreement do not further the efficient achievement of the objective defined in Clause 1 above, then PTB and the Ministry of Industry may adjust or amend these provisions by mutual consent at any stage during the implementation of the Project. Any amendments shall be made in writing.

PTB may unilaterally terminate this Agreement if the commission with which it has been charged by the Government of the Federal Republic of Germany is withdrawn.

**Written form**

Amendments and additions to this Agreement, and any other important declarations and communications of significance to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to PTB, it shall suffice for them to be received by the team leader of the experts provided.

**Agreements with individual implementing organisations**

The person responsible for the contribution by PTB and the person(s) responsible for the contributions by the partner organisation or other implementing organisations may together conclude a binding agreement on additional details concerning execution of the Project (e.g. on the basis of a plan of operations), or in any other suitable way lay down those details in writing and, where necessary, adjust any such agreement to take into account developments in the Project.

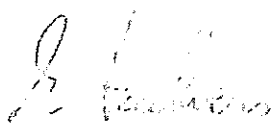
**Government arrangements**

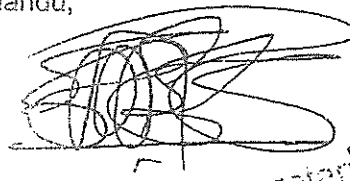
As to the rest, the provisions of the Agreement between the Government of the Federal Republic of Germany and the Government of Nepal on Technical Cooperation (see Annex 1) and the Agreement/Exchange of Notes between the Government of the Federal Republic of Germany and the Government of Nepal on commitments concerning Technical Cooperation (see Annex 2), both referred to at the beginning of this Agreement, shall also apply to this Agreement.

**Entry into force, copies**

This Agreement shall enter into force on the date it is signed by both parties hereto. It shall be drawn up in two originals.

Lüneburg, 16. September 1988  
By order

  
Manfred Gahrre  
Physikalisch-Technische Bundesanstalt  
(PTB)  
Head of Legal Department

Kathmandu,  
  
Ministry of Industry  
Secretary



ANNEX 1:  
Exchange of Notes between the Government of Nepal and the Government of the Federal Republic  
of Germany on Technical Cooperation



ANNEX 2:  
Exchange of Notes between the Government of the Federal Republic of Germany and the  
Government of Nepal on Technical Cooperation

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