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## **COOPERATION AGREEMENT BETWEEN KATHMANDU UNIVERSITY AND HIMALPARTNER**

### **1. Introduction of Partners**

#### **1.1 Kathmandu University**

Kathmandu University is an autonomous, not-for-profit, non - government institution dedicated to maintain high standards of academic excellence. It is committed to develop leaders in professional areas through quality education.

#### **1.2 HIMALPARTNER**

HimalPartner is a Norwegian NGO established in 1938. The aim of the organization is though words and service proclaim the gospel to Tibetans, Nepalese and other people in the countries around Himalaya.

#### **1.3. Intention of the Partnership**

This partnership is based on NORAD funding, and has the intention to make sure that the specific project can reach its project goals, upon the agreed application, budget and timeframe. This specific project is named "Kathmandu University Outreach Centres.", and the intended project period is from 2013 to 2015.

### **2. Role of parties:**

#### **2.1 HIMALPARTNER**

- HimalPartner will yearly apply for NORAD funding, through Digni, on behalf of KVTC, in accordance with the HimalPartner approved application and budgets for the project period.
- HimalPartner will transfer the funds in three yearly transactions. The first transfer in January (25 %), the second in April (67 %) and third in October. The funds in the beginning of the first year will be transferred according to a separate agreement.
- HimalPartner will offer "added value" to the project implementation, in communication and agreement with KU.

#### **2.2 Kathmandu University**

Kathmandu University will implement the project in accordance with approved plans and budget.

### **3. Goal of the project**

The goal of the project is that the students' and faculties' at Kathmandu University have gained interest and involvement in development of rural Nepal to the extent that it reduces the brain-drain from Nepal and contributes to making model communities in the areas of the centres.

#### **4. Obligations of the Parties**

##### **4.1. Reports and financial statements**

- Kathmandu University is responsible for carrying out their part of the project in accordance with approved annual plans and budgets. Deviations from these will be reported to HimalPartner and approved by HimalPartner prior to changes.
- Kathmandu University is encouraged to submit pictures, videos and newsletters to HimalPartner, and provide information that can be used by HimalPartner for fundraising.
- Kathmandu University will submit two reports annually to HimalPartner, one by August 1<sup>st</sup> and the other one by March 15<sup>th</sup>.
- Kathmandu University will provide an application for following year, by the May 15<sup>th</sup>. In accordance with available funding and actual funds used for project implementation, budget will be revised in March and August.
- By February 10<sup>th</sup> Kathmandu University will submit to HimalPartner the project's final audited accounts for the previous year. Deviations of 10% or above 30 000 NOK will have to be explained.
- HimalPartner reserves the right for representatives of HimalPartner to visit the project for purposes related to the contract and examine any relevant accounts, records, assets and documents.
- Kathmandu University will maintain full transparency regarding the transfer of funds, and will allow HimalPartner at any time to request a copy of the bank account transfers. Transfer of funds will be acknowledged immediately.
- Upon the completion of the project, any unutilized funds will be returned to HimalPartner.
- HimalPartner will cover the transaction fees, between HimalPartner and Kathmandu University.
- HimalPartner will communicate clearly any change in the requirements for the funding.

##### **4.2. Corruption**

- Each party is responsible for not accepting corruption either directly or indirectly, and to comply with national laws in their undertaking of the project, such as:
  - Refrain from any illegal or corrupt practices, hereunder, refuse any kind of offer, gift, payment or benefit, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice,
  - to the extent compatible with any professional standards of researchers inform HimalPartner of any indication of corruption or misuse of funds that comes to his or her attention during the course of the assignment, comply

with any other applicable laws and regulations, and take prompt corrective action with regard to any violation thereof brought to his or her attention. Hereunder, the party is responsible for fulfilling any applicable registration requirements, and is responsible for all payments, statements and reports required by the authorities in Norway or other countries in connection with the assignment and his or her operations.

**Consequences in case of violation of the agreement**

- HimalPartner will with immediate effect cancel the contract if it determines that corrupt or fraudulent practices were engaged in by representatives of Kathmandu University. KU will also have to pay back the earlier transferred amounts, to HimalPartner.
- HimalPartner has the right to withhold and/or reclaim all or parts of the grant if project funds have not been used in accordance with the terms and conditions of this contract, including found not to be satisfactorily accounted for.

**Implementation:**

This agreement will come into effect when signed by the two Parties. It may be reviewed in the future by mutual agreement of the Parties. Any of the two Parties may terminate this agreement by giving a notice in writing to the other Party not less than three months in advance.

**PARTIES (SIGNATURES):**

	29.04.2013
Kathmandu University	Date
	22/4-2013
HimalPartner	Date

**Attachments:**

1. Partner Project application for March 2013 - 2017
2. Partner Project Budget for March 2013