

AGREEMENT

BETWEEN
KATHMANDU UNIVERSITY
AND
SOUTH ASIAN INSTITUTE OF MANAGEMENT
FOR
COLLABORATIVE ACTIONS

OCTOBER 2006

AGREEMENT

BETWEEN KATHMANDU UNIVERSITY AND SOUTH ASIAN INSTITUTE OF MANAGEMENT FOR COLLABORATIVE ACTIONS

Whereas THIS Agreement made on this 20th day of October 2006 BETWEEN Kathmandu University (KU), established in 1991 as an academic institution, hereinafter called "KU", which expression shall wherever the context so requires or permits mean and include its successors-in-interest and assignees, on the ONE PART, and South Asian Institute of Management, established in 2005 as an academic institution having its registered office at Kathmandu, hereinafter called "SAIM", which expression shall wherever the context so requires or permits mean and include its successors-in-interest and assignees, on the OTHER PART,

KU and SAIM are desirous to establish institutional relationships in areas of mutual interests,

NOW THEREFORE IN CONSIDERATION of the premises set out in hereinabove and of the mutual covenant and promises made herein under it is agreed between parties hereto as under:

OBJECTIVES

The main objective for the collaborative actions is to contribute to the development of management profession and practice in the South Asian Region by undertaking quality management education, development and research programs through sharing each other's resources and facilities, as agreed upon between the two institutions, and complementing each others role to create a synergy in their activities.

Specific objectives are:

- To identify, develop, design and deliver academic programs and other professional activities in management and related areas as per the demand of the market and the interest and strengths of both institutions,
- To create a source of faculty resource for both institutions for teaching and other professional programs, exchange such resource as per their needs and share expertise, experiences, and ideas for mutual benefits, and
- To help and support each other in the process of institution building.

PROGRAM AREAS

The areas for the collaborative actions are confined mainly to:

- Designing and offering one academic program that complements programs of Kathmandu University School of Management (KUSOM);
- Exchange of Faculty between KUSOM and SAIM;
- Conducting research programs like M.Phil. and Ph.D.;
- Undertaking joint research in the areas of mutual interests;
- Sharing of teaching materials and other resources;



- Conducting management development and training programs;
- Holding national and international conferences and seminars;
- Publication of management journal and other working paper series; and
- Sharing of physical facilities, such as library and computer labs.

The areas may be extended with the mutual agreement between KU and SAIM.

In order to achieve the above objectives both KU and SAIM agree to undertake academic programs and other professional programs.

ACADEMIC PROGRAM

A major area for the collaborative actions is the design and delivery of one academic program under the present Agreement.

Both institutions will have the following roles in developing, designing and delivering the program:

ROLE OF KU

- KU will develop and design one new graduate management program - other than those it is currently running - jointly with SAIM and validate it. The program will remain exclusively as KU's program and will be offered only through SAIM. Students completing the program will receive graduate level academic degree from KU as per its rules and regulations.
- KU will involve its staff in the planning and designing academic calendar for such program and approve the calendar for execution.
- KU will designate faculty to frequently overlook the program offered at SAIM.
- KU will prepare, in consultation with SAIM, a detail evaluation scheme for the program, which will include a comprehensive examination at the end of the program, and maintain records of academic performance of students.
- Students enrolled in the program offered at SAIM under the collaborative actions will be considered as students of KU and will require registering with KU.
- KU will share its teaching resources for the programs run by SAIM, including faculty upon the request of SAIM and as per the availability of the concerned faculty at KU.
- KU will bear financial liabilities of its staff involved directly in the program offered by SAIM.
- KU will receive 15 percent of the fee, except for the amounts paid as registration, examination and caution money, SAIM charges from each student for such program annually.

ROLE OF SAIM

- SAIM will identify, develop and design one academic program jointly with KU as per the need of the market.
- SAIM will offer and run one academic program as mutually agreed upon with KU and undertake all administrative activities necessary for smooth and effective operation of the program.


Pankaj C. Datta
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- SAIM, in consultation with KU, will develop a detailed process for admission of students into the program offered jointly, and administer admission test and make final selection of students.
- SAIM will prepare and finalize yearly calendar and plan for the program in line with academic calendar of KU.
- SAIM will identify and assign faculty to teach courses in each semester.
- SAIM will administer evaluation of students' academic performance as per the evaluation scheme agreed upon between KU and SAIM and submit the grade sheets to KU for office records.
- SAIM will share its teaching resources, including its faculty, with KU for the program the latter runs.
- SAIM will share, if necessary, its managerial and technical know-how with KU for updating curriculum and improving the academic program.
- SAIM will develop teaching materials e.g. cases, projects etc jointly with KU.
- SAIM will bear the entire cost of running the program, except the salary and other expenses relating to the services of KU faculty and staff, which will be borne by KU itself.
- SAIM will fix tuition fee and other charges, including admission test fees, to students admitted into the program run under the collaborative actions with KU and will receive the revenue arising out of the program directly and indirectly.
- SAIM will determine the honorarium and other expenses to be paid to the part-time and visiting faculty.
- SAIM will pay 15 percent of the fee, except for the amounts paid as registration, examination and caution money, it charges from each student to KU annually for the program run under the joint program implementation arrangement.

TERMS AND CONDITIONS

The design, development and delivery of the agreed academic program will be subject to the following terms and conditions.

- The program will be run initially as a pilot project for four years period with the possible extension upon the mutual consent of both institutions and subject to the satisfactory execution of the program.
- The program will be annually reviewed to assess progress and identify problems, concerns and issues facing both institutions in executing the program. At the end of the fourth year of operation, the program will be formally evaluated before making a decision for further extension of the project period.
- SAIM will have a minimum of three full time faculties at the beginning of the program and a minimum of four full time faculties at the beginning of the second year.
- SAIM faculties, full time as well as part time, will meet the minimum academic and professional specifications for faculties as in KUSOM.
- SAIM will designate one of its senior faculties of not less than professorial level qualification as director/coordinator of the program, if necessary.

Pankash C. dahi


- SAIM will acquire or develop adequate physical and educational facilities befitting a quality graduate management program at the time of the start of the program and gradually increase its capacity to provide better facilities to the students and faculties.
- SAIM will admit not more than 35 graduate students in each batch in the program.
- SAIM will determine its fee structure in a socially responsible way and within a limit of not more than 60 percent higher than the prevailing fee rate of KUSOM for the same level program for Nepali students.
- SAIM will fully observe the quality norms set by KUSOM from time to time with respect to program management, outputs and outcomes.
- SAIM will run the program and associated academic activities in a fully professional manner without any external and management interference in their execution.
- SAIM will pay program fee to KU annually within three months after the closing date of admission.
- SAIM will abide by all the relevant rules and regulations of KU guiding its academic programs.

OTHER PROGRAMS AND ACTIVITIES

As the fundamental basis of the collaborative actions between KU and SAIM is to establish professional ties between the two institutions to strengthen their institutional capabilities by working jointly in a number of professional areas, KU and SAIM will jointly develop and implement a series of professional activities as per the agreed plan and as guided by the following principles:

- Before start of each academic year, both institutions will jointly develop a plan for non-degree programs to be carried out within the academic year. The number of such programs will not be less than three in any given year. The programs will reflect the areas of interests and strengths of both institutions and will be an integral part of the institutional plans of the respective organizations.
- Both the institutions will mobilize resources, human as well as other resources, for the execution of the programs as agreed between them.
- Both institutions will share cost and revenue of such programs equally or as agreed between them beforehand.

CO-ORDINATION COMMITTEE

A co-ordination committee will be formed to overlook and co-ordinate the activities under the collaborative actions. The Committee will comprise deans of both institutions with one faculty members each from them as additional members. The committee will be chaired by the dean of KUSOM.

The functions of the committee will be:

- To identify, develop and design academic as well as other programs that both institutions will run under the present framework of collaborative actions;
- To coordinate between plans and programs undertaken under the collaborative actions between KU and SAIM;

Pankaj Kumar

- To formulate policy and prepare rules and regulations to carry out activities under the collaborative actions between KUSOM and SAIM;
- To monitor and approve the selection of faculty of SAIM;
- To scrutinize and verify the appropriateness of the academic and professional qualifications of the faculties of SAIM.
- To monitor progress and ensure compliance in the activities of both the institutions as per the conditions and rules mentioned under the collaborative actions;
- To facilitate information flow with respect to the programs agreed between KUSOM and SAIM under the collaborative actions;
- To observe and ensure compliance of the agreed policies, norms, rules and regulation with respect to the design, development and delivery of the academic program and other professional activities;
- To report to KU authorities about the progress, achievements, problems, and issues with respect to the collaborative actions between the two institutions with recommendations for addressing them; and
- To perform any other functions deemed necessary with mutual consent between the institutions.

DUARATION

The collaborative actions between KUSOM and SAIM will be effective from the date of signing this Agreement and will remain valid for a period of four years thereon. The period may be extended upon mutual agreement between the two institutions.

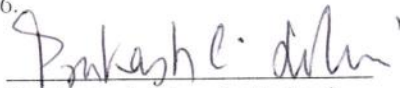
TERMINATION OF THE AGREEMENT

The collaborative actions between KUSOM and SAIM may be terminated with mutual consent at any time by giving a year's advance notice in writing by either institution to that effect.

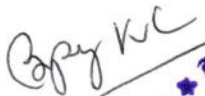
The collaborative actions between KUSOM and SAIM will be terminated if the SAIM does not fully comply with the conditions stated in the Agreement or laid down in the relevant policies, rules and regulations of KU guiding the management of academic programs.

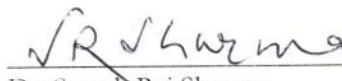
However, in no case the collaboration will be terminated in a way that will affect the academic session, infringe the student's right to complete academic programs, and hurt the interests of the clients of the programs in progress.

IN WITNESS HEREOF this Agreement has been executed by the parties hereto on 20th day of October 2006.

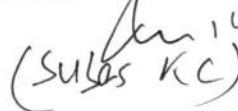

 Dr. Prakash Chandra Lohani
 (Chairperson)
 For and on behalf of SAIM

Witness:




 Dr. Suresh Raj Sharma
 (Vice Chancellor)
 For and on behalf of KU

Witness:


 (Suresh KC)

