

Memorandum of Understanding
Between
Kathmandu University (KU)
And
Institute for Integrated Development Studies (IIDS)

Preamble

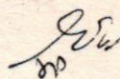
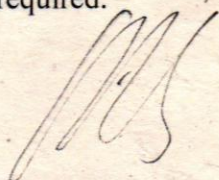
Having realized the urgent need to promote research-based and evidence-driven public policy in Nepal, Kathmandu University (KU) and Institute for Integrated Development Studies (IIDS), building on their history of academic excellence, research accomplishments, financial endowment and physical infrastructure, recognizing the potential to re-energize and re-invent both institutions with fresh infusion of ideas and material resources, and having understood the need for collaborative research and teaching activities to inform public policy, **KU and IIDS** hereby enter into the following agreement.

1. The Academic Program

- a. **KU** will facilitate **IIDS** to conduct short or long term academic and non-academic programs in the field of public policy and related disciplines in development studies for the fulfillment of interest of both institutions.
- b. Before starting academic and non-academic programs all required processes will be followed as per the Rule and Regulation of **KU**.
- c. **IIDS** will engage the academic staff of **KU** in new research and academic activities undertaken at **IIDS**.
- d. **IIDS** will assist students in multiple areas to enhance their capacity by allowing them to attend regular lectures and seminars, and engage in projects as research assistants.

2. Academic and Technical Input

- a. **KU** shall review the proposals of **IIDS** and be responsible for all academic as well as technical inputs related to non-academic/academic programs. These inputs are defined as:
 - i. Course of study,
 - ii. Policy regarding assessment, examination and certification,
 - iii. Faculties' appointment process.
- b. **KU** shall appoint **IIDS** professionals as visiting faculty and experts to Schools of **KU** as required.



3. Responsibility of KU

- a. KU will issue an academic certificate/degree for academic students as per the Examination Rules of Kathmandu University.
- b. KU shall provide all necessary advice, recommendations and assistance to IIDS, including the obtaining of research permits from the Government, and visas necessary for foreigners.

4. The Governing Council at IIDS

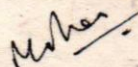
- a. The Governing Council of IIDS will be reconstituted with up to one third of the seats held by representatives of KU.
- b. IIDS shall remain an independent and autonomous body. During the period this MoU is in effect, IIDS will be identified as the "Institute for Integrated Development Studies at Kathmandu University."
- c. The Executive Director of IIDS will serve as the Member Secretary of the Governing Council. The Executive Director shall co-ordinate and facilitate the Institute's activities and programs, and inform KU and IIDS, through the Governing Council, as necessary.
- d. The Governing Council will assist the implementation of non-academic/academic programs in public policy, as approved by KU.
- e. The Executive Director shall be a full time officer at IIDS. S/he shall draft proposals and identify research areas in public policies related to sustainable development issues.

5. Staff Recruitment

The Governing Council will appoint professional staff at IIDS as required.

6. Financial Arrangement

- a. For programs (non-academic and academic) IIDS will take financial responsibility. Applicable fees for the academic program will be decided by Executive Council of KU. The following fees will be payable to KU:
 - i. Registration Fees,
 - ii. Admission Fees,
 - iii. Examination Fees,
- b. KU and IIDS shall work together to raise funds from development partners and other private or philanthropic sources. They would promote networking among experts and leverage resources to revamp the physical premises of IIDS into a vibrant think tank with modern offices, seminar halls, library, classrooms, and public space.



- c. In securing or executing projects of significant financial size or operational complexity, **IIDS** will assume the administrative costs, with the consent of the Governing Council and in accordance with **KU**'s financial rules.

7. **Property and Assets**


Both parties will cooperate to utilize available resources for mutual interest. In the event of dissolution, **IIDS** property and fixed assets belong to the Government of Nepal as per the Constitution of **IIDS** registered at the Kathmandu District Office. **IIDS** will initiate to amend its Constitution to transfer its property and fixed assets to **IIDS** at **KU** in case **IIDS** is dissolved during the period of this Understanding. It is noted that the property and assets of Kathmandu University also belong to the Government of Nepal in the event that the university is dissolved.

8. **Settlement of Disputes**

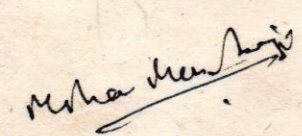
Any disagreement, dispute or controversy arising from the execution of this Understanding will be settled through amicable negotiations between **KU** and **IIDS**. In the event of an unresolved dispute, there shall be recourse to independent mediation or the existing laws of Nepal.

9. **Duration of Agreement**

- a. This agreement will be valid for a period of seven years from the date of signature affixed by both the parties.
- b. At the end of the seven-year period, this Understanding can be extended for a subsequent seven-year period upon the agreement of both parties.
- c. This agreement might be terminated by either party by giving six months' prior written notice. However students' enrollment and academic programs at **KU-IIDS** at the time of such notification will be brought to formal completion with the approval of **KU**.



Prof. Dr. Ram Kantha Makaju Shrestha
Vice-Chancellor, **KU**
Date: April 22, 2016



Dr. Mohan Man Sainju
Chairman, **IIDS**
Date: April 22, 2016