

MEMORANDUM OF UNDERSTANDING

between

KATHMANDU UNIVERSITY (KU), NEPAL

and

NEA Engineering Company (NEC), Nepal

In furtherance of their mutual interest in the field of energy and power sector development and contribution to increased cooperation between academic institution and power industry, **Kathmandu University**, Nepal, being a public institution chartered by the KU Act of Parliament, and **NEA Engineering Company**, Nepal, being a public entity established and owned wholly by the Government owned entities including Nepal Electricity Authority, hereby adopt the following Memorandum of Understanding:

ARTICLE I

The link between the parties involves collaboration between KATHMANDU UNIVERSITY (KU) and NEA ENGINEERING COMPANY (NEC) in related disciplines.

The two parties shall seek to promote:

1. Collaboration for utilizing human resource and technical competence for delivering all aspects of engineering services for the energy and power sector.
2. Sharing the services, facilities, and infrastructures available in its disposition and network for the development of energy and power sector.
3. Explore possibilities for future cooperation in professional and commercial undertakings in relevant disciplines, jointly or in the association, at the National and International levels.
4. Interchange of information, knowledge and professional services for institutional development through the internship, workshop and training.
5. Cooperation for research and development activities for addressing the technical challenges of energy and power sector.



ARTICLE II

The implementation of cooperation based on this Memorandum shall be dealt between the relevant personnel of both parties. Areas of cooperation between the parties will be focused but not limited to Civil, Mechanical, Electrical and Environmental Engineering aspects of energy and power sector.

Rules and regulations for procurement and financial transactions at each party will be applicable to the respective party. Any conflicts in regulations will be acknowledged with mutual discussions and negotiations.

ARTICLE III

A specific plan with delivery, milestones, team members and financial clauses shall be worked out for each activity setting forth the arrangements for the collaboration. Such plans shall be subject to the approval of the appropriate authorities of each party and bind by a signed agreement for all individual work packages.

Both parties shall give preference to each other for undertaking the activities within its mutual interest and capacity. Specific agreements will be entered into between the parties to undertake consulting or academic works or any other activity jointly, or in association with, or severally, as required.

ARTICLE IV

KU will provide office space and facilities at no cost to NEC for establishing its extension office at Dhulikhel campus. A focal person will be assigned by the both parties as the institutional interface to coordinate the activities at the respective parties and ensure effective communications between the relevant personnel of the both parties.

ARTICLE V

Both parties agree and undertake to keep confidential at all times any information and/or data that may be exchanged, acquired and shared in connection with the area of cooperation as above mentioned in ARTICLE II unless otherwise the same has already been in the public domain.

ARTICLE VI

The Memorandum shall remain in force for a period of 5 years commencing from the date of signing. Necessary reviews and amendments to the Memorandum may be made by mutual consent within 1 month written notice to the other party.



Both the KU and NEC reserve the right to terminate this Memorandum by either party giving 3 months written notice to the other. Where such termination occurs, the provisions of this Memorandum shall continue to apply to ongoing activities until their completion.

ARTICLE VII

Nothing in this Memorandum shall be construed as creating any legal relationship between the parties. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

KU and NEC welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above. There will be four copies of this Memorandum equally valid, two for each party, effective from the date of its signing.

For
KATHMANDU UNIVERSITY

For
NEA ENGINEERING COMPANY



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Prof. Bhola Thapa, Ph.D.
Registrar

Date: Nov. 6th, 2017



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Mr. Hitendra Dev Shakya
Managing Director

Date: 6th NOV. 2017