



## MEMORANDUM OF UNDERSTANDING



between

**NATIONAL YOUTH COUNCIL  
Kathmandu, Nepal**

and

**KATHMANDU UNIVERSITY  
Dhulikhel, Nepal**

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish cooperation between Kathmandu University (hereafter referred to as KU, and considered as the First Party) located in Dhulikhel, Kavre, Nepal, and National Youth Council (hereafter referred to as NYC, and considered as the Second Party) located in Kathmandu, Nepal. KU and NYC are herein after jointly referred to as “the Parties.”

**This MOU will be executed from the date of signing by and among the Parties.**

**Kathmandu University** is an autonomous, not-for-profit, self-funding public institution established by an Act of Parliament in December 1991. It is an institution of higher learning dedicated to maintaining the standard of academic excellence in various classical and professional disciplines.

KU’s mission statement is to “provide quality education for leadership,” and its vision is to “become a world-class university devoted to bringing knowledge and technology to the service of mankind.” It aspires to serve the nation by fulfilling the needs of the society through the motto of taking knowledge and skills “from the campus to the community.”

KU operates through seven Schools: 1) School of Arts, 2) School of Education, 3) School of Engineering, 4) School of Law, 5) School of Management, 6) School of Medical Sciences, and 7) School of Science.

On the occasion of its Silver Jubilee celebrations in 2016, KU brought forward a vision document, Silver Jubilee Initiatives–Vision 2030, consisting of six initiatives: 1) Quality Initiative; 2) Impact Initiative; 3) Equity Initiative; 4) Global Engagement Initiative; 5) Identity Initiative; and 6) Innovation Initiative. These initiatives serve as a guide as KU pursues to challenge itself and aim for greater heights.


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**National Youth Council** is an organization under the Ministry of Youth and Sports of the Government of Nepal. It works in youth-related issues with the vision of making the Nepalese youth strong, competent, competitive and self-reliant, to build a modern, just and affluent Nepal through their meaningful participation and promotion of their leadership capacity. Its mission goals are: 1) youth participation, collaboration and leadership development; 2) life-skill education, employment, health and security; 3) access, equality, social justice and capacity building of youth; and 4) competent human resource, peaceful and prosperous nation.

This is a non-exclusive compact between the Parties that preserves the right of each to work independently or with the other organizations. The implementation of the program and plan under the partnership will be carried out in accordance with the implementation modality mutually agreed by both the Parties.

### **Article I. PURPOSE**

The purpose of this MoU is to use the knowledge, resources and networks of both Parties efficiently and effectively to encourage, promote and establish innovative and sustainable businesses in Nepal in order to contribute to Nepal's sustainable development. KU and NYC will also seek to develop additional collaborative programs through this partnership as needed.

### **Article II. SCOPE**

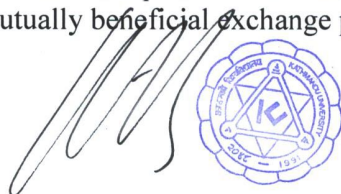
The scope of this MoU are, but not limited to:

- a. Jointly seek funding for projects and programs. This will be done with consent of the officers responsible for the implementation of this MoU.
- b. Develop separate and joint programs by taking advantage of the complementary institutional capabilities of both Parties.

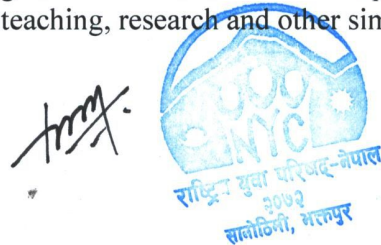
### **Article III. DURATION, TERMINATION, AND AMENDMENT**

1. This MoU will be effective from the date of signing by both parties for a period of up to five (5) years, and may be subject to extensions by mutual consent of the parties in writing.
2. This MoU may be terminated by either party with a minimum of 30 days written notice. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.
3. This MoU will be terminated automatically if no activity takes place within one year of signing it.
4. The parties intend to review MoU every two and a half years to evaluate the progress and the quality of the mutual cooperation. MoU may be amended at any time with the mutual consent of the parties in writing.
5. This MoU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process for teaching, research and other similar activities.

2/26/2020



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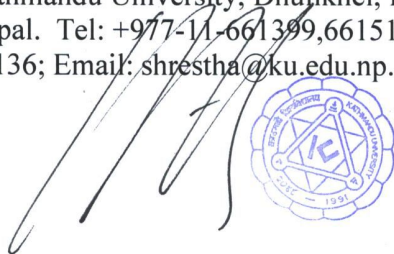
6. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.
7. Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. The programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.

**Article IV. SPECIAL PROVISIONS**

1. Each party will consult with and take approval of the other party to use the latter's name, the names of the latter's officials, and the logo for the activities under this MoU, and dissemination of information, on a case-by-case basis.
2. Neither party shall make any commitments or take any positions on behalf of the other party without that party's specific, written consent.
3. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoAs).
4. This MoU shall be governed and construed under the laws of the Federal Republic of Nepal.
5. Both parties will seek appropriate opportunities to publicize the MoU and inform interested parties of its purpose. The form and content of all such publicity, including any announcements to be made by each party, will be mutually agreed upon in advance by both the parties. And each organization will give the other reasonable time to review material on the project prepared by it.
6. This MoU may be modified only by written amendment executed by NYC and KU. This MoU contains the entire agreement of the parties. Nothing in this MoU shall create a joint venture between the parties.
7. The parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreements informally.

**Article V. CONTACT PERSONS (DETAILS)**

For NYC, the contact person will be: Mr. Babu Ram Dhungana, Act. Administrative Chief, National Youth Council, Sanothimi, Bhaktapur. Mobile: +977-98512-39276; Email: babu.thai@gmail.com. For Kathmandu University, the contact person will be: Prof. Dr. Bim Prasad Shrestha, Professor at KU School of Engineering and Director Student Welfare, Vice Chancellor's Office of External Affairs and Global Engagement, Kathmandu University, Dhulikhel, Kavre. Mailing address: GPO Box 6250 Kathmandu, Nepal. Tel: +977-11-661399,661511,663188 Ext:2222 (office); Mobile: +977-98510-18136; Email: shrestha@ku.edu.np.





Signed for and on behalf of:

Signing for National Youth Council:

Signing for Kathmandu University:



*Mr. Madhab Dhungel*

Mr. Madhab Dhungel

Vice Chairman, National Youth Council

Date 2020/02/26

*Prof. Dr. Ram Kantha Makaju Shrestha*

Prof. Dr. Ram Kantha Makaju Shrestha

Vice Chancellor, Kathmandu University

Date 26-02-2020



Witnesses

For National Youth Council

For Kathmandu University:

*Mr. Babu Ram Dhungana*

Mr. Babu Ram Dhungana, PhD

Act. Administrative Chief, National Youth Council

Date 26-02-2020

*Mr. Yamal C. Rajbhandary*

Mr. Yamal C. Rajbhandary

Senior Manager, Global Kathmandu University

Date February 26 2020