MEMORANDUM OF UNDERSTANDING

between

KATHMANDU UNIVERSITY (KU)

and

NEPAL OIL CORPORATION (NOC)

In furtherance of their mutual interest in the field of fuel and energy sector development and contribution to increased cooperation between academic institution and government corporations, **Kathmandu University**, Dhulikhel, Kavre being a public institution chartered by the KU Act of Parliament, and **Nepal Oil Corporation**, Babarmahal, Kathmandu, carrying objectives exploration, production and distribution of gases and petroleum products in Nepal, being a public entity established as per Companies Act and owned and controlled by the Government of Nepal, hereby adopt the following Memorandum of Understanding:

ARTICLE I

The link between the parties involves collaboration between KATHMANDU UNIVERSITY (KU) and NEPAL OIL CORPORATION (NOC) in related disciplines.

The two parties shall seek to develop collaboration in the following disciplines:

- Provide engineering and consulting services to update and match the standards at NOC to meet International practices. This includes API, OISD, PESO references and their applications at NOC in the context of and not limited to LPG Bottling and Storage, Petroleum Products Storage and Operation, and Safety Requirements.
- 2. Industrial/Commercial applications of Digitalization.
 - a. Terminal Automation System.
 - b. Automation of Retail Outlets and Bottling Plants.
 - c. Industrial Internet of Things
 - d. Any other areas of relevance in digital technology
- 3. Design, Cost Estimation, Tender Preparation, Project Management, and Supervision, etc.
- 4. Capacity development and knowledge transfer.

a. Projects, Internships, On-Job Trainings for KU Students at NOC.

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- b. Use of NOC expertise for teaching and research activities at KU.
- c. Higher studies and Professional courses for NOC staffs at or in collaboration with KU.
- d. KU to provide the opportunities to NOC present and exemployee and family under doner category.
- e. Development of curriculum and training manuals for NOC.
- f. Any other areas as per mutual agreement.
- 5. Technical, commercial, economic, and legal feasibility for exploration, production and distribution of petroleum products and Alternative energy including hydrogen and other gas in Nepal.
- 6. Research and Pilot-scale demonstration for technology transfer and local adaptation for commercialization.

ARTICLE II

The implementation of cooperation based on this Memorandum shall be dealt with 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 petroleum products and Alternative energy including hydrogen and other gas.

Rules and regulations for procurement and financial transactions at each party will apply to the respective party. Any conflicts will be settled through mutual discussions.

ARTICLE III

Both parties shall designate a focal person at each side (hereinafter referred to as the "Focal Person") as the institutional interface to coordinate the activities at the respective parties and ensure effective communications between the relevant personnel of both parties. The focal person will formulate the necessary team at each side and execute the relevant activities at the respective ends.

ARTICLE IV

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.

Both parties shall give preference to each other for undertaking the activities within their mutual interest and capacity. Reporting and auditing of the expenses for the agreed activities shall be done by the respective ends.

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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 of written notice to the other party.

Both the KU and NOC 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 NOC 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

Dr. Damber Bahadur Nepali Dean, School of Engineering

Date: 24 Paush 2077

Witness:

Dr. Biraj Singh Thapa Assistant Professor

Department of Mechanical Engineering

Date: 24 Parsh 2077

For NEPAL OIL CORPORATION

Er. Deepak Baral Director

Date: 2077.09.24

Er. Suraj Shah Deputy Director

Date: 1077;09.14