
MEMORANDUM OF UNDERSTANDING

BETWEEN

OFFICE OF THE INVESTMENT BOARD GOVERNMENT OF NEPAL

AND

KATHMANDU UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the August 11th 2015 **BETWEEN Office of the Investment Board, Government of Nepal and Kathmandu University**

Office of the Investment Board - Government of Nepal (hereinafter referred to as "IBN") was established under the Investment Board Nepal Act 2011, a body responsible to deal with the issues of investments,

AND

KATHMANDU UNIVERSITY (hereinafter referred to as "KU"), established under the Kathmandu University Act 1992 and is located in Dhulikhel, Kavre, District,

Each of IBN and KU shall individually be referred to as the 'Party' and together as 'Parties'.

WHEREAS:

- A. The Investment Board is entrusted, inter alia, to promote economic development of the country by creating an investment-friendly environment by means of mobilizing and managing public-private partnership, cooperative and domestic and foreign private investments, for making the process of industrialization orderly and rapid, for the development of infrastructure and other sectors to create employment opportunities, and to offer meaningful contribution to poverty alleviation.
- B. KU has a mandate of providing quality education in technical, professional and applied fields and strives to achieve the highest levels of academic excellence. KU had focused on specialized areas such as environmental science, medicine, Pharmacy, management, information technology, energy and engineering. Besides, KU also focused on academic and professional research works so that it could add value in the relevant sectors and contribute in the country's wider development. The main thrust of Kathmandu University is to make it a teaching-cum-research university in science, management, engineering, medical sciences, arts, and education.
- C. The IBN and KU together wish to co-operate, promote, facilitate and implement co-operation in the stipulate programmes and activities.
- D. The IBN and KU wish to develop cooperation in conducting study and research activities related to the investment undertaking to be implemented by IBN.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

AREAS OF COOPERATION

The IBN and KU agree the following goals and objectives in order to initiate the research program:

- 1.1 Identifying areas of research and conduct researches in the selected areas that support analysis and decision making in investment areas executed by IBN. The areas of research shall be limited to the project areas mandated to IBN by the Investment Board Act, 2011.
- 1.2 Developing knowledge base of investment in different areas of Foreign Direct Investment (FDI), Mega-infrastructures and national development priorities;
- 1.3 Involving students of KU as Interns in various projects under the jurisdiction of IBN;



- 1.4 Developing academic and training programs for development of necessary human resources for the promotion of investment friendly environment; and
- 1.5 Organizing and participating in joint research, scientific activities and in advancement of knowledge base in accordance with the MOU.

ARTICLE 2 PROJECTS AND PROGRAMMES

2.1 *Project Agreement*

Representatives of the IBN and KU shall meet periodically, to implement the collaborative activities envisaged under the MOU, to negotiate, formulate, design, and conclude a project agreements and programmes of cooperation. The project agreements and programmes of cooperation shall be mutually concluded in writing.

Project agreements and programmes of cooperation initiated under this MOU, shall be signed by the Chief Executive Officer of Office of the Investment Board and the Registrar of KU. In case of a project to be implemented through other agencies within KU, then a signatory on behalf of KU will be nominated by the Registrar of KU.

2.2 *Funding*

Matters related to funding and costs associate with the execution of Project agreements and programmes of cooperation shall be set out in detail in the respective Project agreements.

2.3 *Intellectual property and publication*

IBN shall have the rights to intellectual property or proprietary rights therein arising out of this MOU. The KU shall have the right to access the intellectual property for use in its academic and research purpose. Professionals and staffs of both IBN and KU associated with programs of cooperation may use research findings in their publication only after obtaining prior written consent of both IBN and KU.

ARTICLE 3 JOINT COMMITTEE

- 3.1 The IBN and KU shall formulate a joint committee to monitor, observe, review, and implement all project activities. The representatives of the committee shall meet periodically and/or as needed for reviewing project progress, monitoring the implementation of the Project agreements, identifying new areas for agreement and programmes of cooperation.

ARTICLE 4 ADHERENCE TO LAWS

- 4.1 IBN and KU along with their staffs, representatives, and affiliates shall abide by the prevailing laws of Nepal. Staffs, representatives and affiliates of KU shall also abide by the necessary guiding procedures of KU.



**ARTICLE 5
LOCAL LEVEL COORDINATION**

5.1 For all project activities at the time of implementing at the local level, KU shall ensure that it would maintain necessary coordination with a local community groups and a relevant government agencies. The IBN will facilitate KU for the necessary coordination with relevant government agencies.

**ARTICLE 6
AMENDMENTS**

6.1 The MOU shall be revised, modified and amended in writing by the mutual consent between the IBN and KU.

**ARTICLE 7
TERM OF MOU**

7.1 This MOU shall remain valid for a period of three (3) years unless it is terminated or extended earlier in accordance with this MOU. The term of this MOU shall commence from the date of signing.

7.2 A Party may terminate the MOU by giving six months prior written notice to the other party. Termination of the MOU shall not affect the tenure of the Project agreements.

**ARTICLE 8
LEGAL STATUS**

8.1 Nothing in this MOU shall be construed as creating a legal relationship between the parties. The MOU is a statement of intent to foster genuine and mutually beneficial co-operation between the Parties hereto.

**ARTICLE 9
DISPUTE RESOLUTION**

9.1 This MOU is a goodwill arrangement which reflects the current understanding of each of the parties with respect to the matters described herein, and hereby both parties agree to comply with the obligations under this MOU.

9.2 Any difference or dispute arising out of the interpretation or implementation of this MOU shall be settled amicably by the mutual consultation between the parties.

**ARTICLE 10
CONFIDENTIALITY**

10.1 The Parties may exchange Confidential Information relevant to proposed Projects.

10.2 Each Party undertakes to treat as confidential all Confidential Information obtained from the other Party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other Party in writing.



10.3 Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent any unauthorized access thereto or use thereof.

10.4 At any time upon the written request of a Party, the other Party must return any documents which embody Confidential Information and must not keep any copies of Confidential Information in any form.

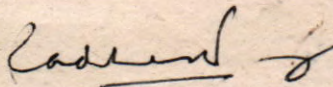
**ARTICLE 11
AUTHORITY**

11.1 Both of the signatories of this MoU are duly authorized to execute this MoU in compliance with relevant laws related to their respective institutions.

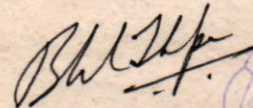
**ARTICLE 12
COUNTERPARTS**

This MOU is to be executed in two counterparts.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed and acknowledged by the Parties as of the date of signing:



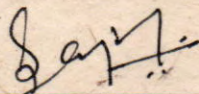
Mr. Radhesh Pant
Chief Executive Officer
Office of the Investment Board Nepal



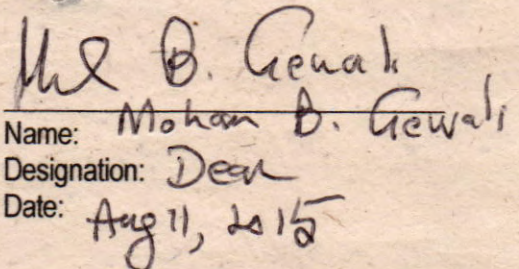
Prof. Dr. Bhola Thapa
Registrar
Kathmandu University



Witness:



Name: SANJAY DHUNGEL
Designation: SENIOR DIVISIONAL ENGINEER
Date: AUGUST 11, 2015



Name: Mohan B. Grewal
Designation: Dean
Date: Aug 11, 2015