

MEMORANDUM OF UNDERSTANDING

BETWEEN

PRESIDENT CHURE-TARAI MADHESH CONSERVATION DEVELOPMENT BOARD

AND

KATHMANDU UNIVERSITY

For *RS*

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the day of **11 Fagun 2071** corresponding to 22 February 2015.

BETWEEN

PRESIDENT CHURE-TARAI MADHESH CONSERVATION DEVELOPMENT BOARD, Khumaltar, Lalitpur incorporated by Executive Order under Development Board Act, 1956 (hereinafter referred to as "Chure Board")

AND

KATHMANDU UNIVERSITY, Dhulikhel, Kabhre incorporated by Kathmandu University Act, 1991 (hereinafter referred to as "KU")

WHEREAS

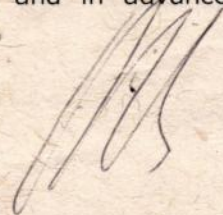
- A Chure Board and KU wish to develop cooperation in applied research in pursuit of sustainable usage and conservation of natural resources, hazard mitigation and environment-friendly farming and livelihood practices in Chure, Bhawar and Tarai-Madhesh region.
- B Chure Board and KU wish to co-operate to promote, facilitate and implement co-operation in the following programmes and activities.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1
AREAS OF COOPERATION**

Chure Board and KU agree to the following goals and objectives in order to initiate the research partnership program:-

- (a) identifying areas of research and conducting research in Chure, Bhawar, and Tarai-Madhesh region with a view to developing appropriate technologies for conservation of Chure eco-system, maintenance of bio-diversity, hazard mitigation and better livelihood;
- (b) consultation and working with the local natural resources users groups, communities, civil society, local authorities and government environment protection and development agencies for the extension of appropriate technologies and implementation of socio-economic programs;
- (c) developing knowledge base in different areas of Chure conservation with a view to contributing to policy formulation, designing and implementation of projects related to conservation and development;
- (e) identifying, documenting and advancing indigenous know-how and technologies for the sustainable development;
- (f) developing academic and training programs for the development of necessary human resources for eco-system and biodiversity management; and
- (g) organizing and participating in joint research, scientific activities and in advancement of knowledge base.



ARTICLE 2 ARRANGEMENTS AND FUNDING

Project Agreement

Representatives of Chure Board and KU may meet periodically to negotiate and conclude project agreements and programmes of cooperation to implement collaborative activities envisaged under the MOU, to negotiate, formulate, design and conclude project agreements and programmes of cooperation. This will also include matters concerning the modality of financing the activities under project agreements. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU both Chure Board and KU must conclude Project Agreements in writing.

Project agreements will be signed by Member-Secretary of Chure Board and Dean of the relevant Department of KU. In case of projects to be implemented through other agencies within KU, the signatory on behalf of KU will be nominated by Vice-Chancellor of KU in writing.

Funding

Chure Board will provide grant financing as outlined in the Project Agreement. The concerned Department or agency of KU will be allowed to earmark no more than 10 percent of the total grant financing for its general overhead expenses. Chure Board and KU acknowledge that in the absence of any specific agreement to the contrary, all expenses related to salary of professionals, support staff and students, travel, living and allied costs will be determined as per the rules of Chure Board.

Unspent Grant Fund

Unspent grant fund should be returned to Chure Board within a month of the completion of the project work specified in the Project Agreement unless otherwise agreed in the Project Agreement.

Accounting, reporting and auditing

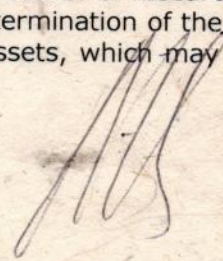
KU will require department or agency with whom the Project Agreements are signed to maintain a separate account of the project expenses financed by Chure Board grant. Financial reports should be submitted to Chure Board in the format prescribed in the Project Agreement every quarter and at the end of the financial year within the time stipulated in the Project Agreement. KU will be responsible for internal audit and final audit of the expenses incurred from the grant fund.

Intellectual property and publication

KU will have the rights to intellectual property arising out of project. As the research under a Project Agreement is financed by public money, KU will use intellectual property for the benefit of Nepali people. Chure Board will have full access to intellectual property thus arising for use in its Chure-Tarai Madhesh conservation activities. Professionals and staff associated with the research project may publish articles related to the findings of the research only with the joint consent of Chure Board and KU, which should be obtained in writing.

Physical assets created at the local level

It is understood that some physical assets may be created at the local level in course of research work. Those may include public infrastructures, office facilities, etc. In the event of termination of the project work, Chure Board will give in writing to KU as to how to dispose of such assets, which may include handing over to communities.



**ARTICLE 3
STEERING COMMITTEE**

The Chure Board and KU will appoint representatives to steer and oversee project activities. The representatives of the Chure Board and KU may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

**ARTICLE 4
ADHERENCE TO LAWS**

Professionals, support staff and students of KU involved in any activities under this MOU shall adhere to the laws of Nepal and the applicable rules, regulations and procedures of KU. Procurements to be carried out under Project Agreements should abide by the basic principles of Public Procurement Act. Environmental safeguards should be done as per the Environment Protect Act and wherever applicable, environmental assessment must be carried out before initiating project work.

**ARTICLE 5
LOCAL LEVEL COORDINATION**

For all activities to be implemented at the local level under any Project Agreement, KU will ensure that it maintains necessary coordination with local community groups and relevant government agencies. Chure Board will assist KU for the coordination.

**ARTICLE 6
AMENDMENTS**

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of Chure Board and KU.

**ARTICLE 7
TERM OF AGREEMENT**

This MOU shall commence on the date of its execution by the last to sign of Chure Board and KU and shall remain in force for a period of five years and may be renewed upon its expiry and with the agreement of both parties. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed.

Either Chure Board or KU may cancel the MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

As the funding for the Project Agreements concluded under this MOU is provided through Nepal Government budgetary allocations made to Chure Board, the Project Agreements can be cancelled abruptly in case Nepal Government makes budget cut to Chure Board. This will also apply in case Chure Board itself is dissolved.

**ARTICLE 8
LEGAL STATUS**

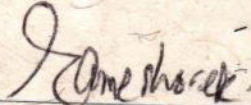
Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

ARTICLE 9

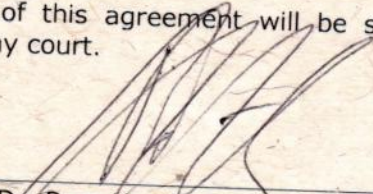
CONFLICT RESOLUTION

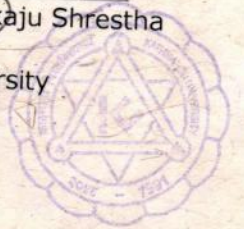
This agreement is a goodwill arrangement which reflects the current understanding of each of the parties with respect to the matters described herein, and does not create legally binding obligations under the prevailing law.

Any conflict arising out of the interpretation or implementation of this agreement will be settled amicably by the parties by consultation and will not be referred to any court.

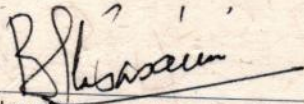

Rameshore Prasad Khanal
Chairperson

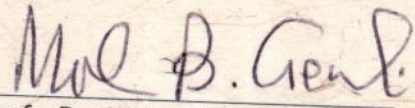



Prof. Dr. Ram Kantha Makaju Shrestha
Vice Chancellor
Kathmandu University



Witness:


Bharat Prasad Pudasaini
Member Secretary


Prof. Dr. Mohan Bikram Gewali
Dean, School of Science

Date: 23 February 2015