



**LETTER OF AGREEMENT**  
**OF**  
**HYDROPOWER RESEARCH CENTER FOR HIMALAYA REGION**  
**BETWEEN**  
**KATHMANDU UNIVERSITY**  
**AND**  
**WUHAN UNIVERSITY**

With reference to and in spirit of the Memorandum of Understanding (MoU) signed on December 22<sup>nd</sup>, 2017 between **Wuhan University (WHU)**, a key research university directly affiliated to China's Ministry of Education, No. 299, Bayi Road, Wuchang District, Wuhan City, Hubei Province, People's Republic of China (PRC), 430072, and **Kathmandu University (KU)**, a prestigious and research-oriented university, Dhulikhel, Nepal, WHU and KU enters into the following agreement.

This Letter of Agreement (LoA), signed on September 2020, is made between WHU and KU. WHU and KU shall hereafter be referred to individually as a "party" and collectively as the "parties".

1. Aims

Under the framework of international cooperation initiated by China "the Belt and

Road Initiative”, both parties uphold the principle of co-consulting, co-building and co-sharing, and promote the establishment of “Hydropower Research Center for Himalaya Region” to carry out teaching exchange and scientific research cooperation. Based on the cooperation between the two parties, the joint effort should be made to build a bilateral academic cooperation platform along “the Belt and Road” so as to provide technical supports and instructions for hydropower resources development in a healthy and orderly way in the two countries.

## 2. Objectives

The “**Hydropower Research Center for Himalaya Region**” (hereafter referred as **HRCHR**) aims to build an open platform for the bilateral cooperation, scientific research and talent cultivation and training. The three main functions of the research center are as follows:

- 2.1 Realizing the complementary advantages of academic and platform resources, rapidly raising the scientific research level of the parties and promoting the development of disciplines.
- 2.2 Carrying out talent cultivation and training, expanding the influence of Wuhan University and Kathmandu University, and enhancing bilateral research cooperation.
- 2.3 Building foundations for a regional academic cooperation network among “Belt and Road” related countries and providing technical supports and instructions for hydropower resources development in the regional countries.

## 3. Operating Mechanism

- 3.1 Both WHU and KU are the founding members of HRCHR. All activities of HRCHR should be jointly negotiated and agreed upon by the parties before implemented.
- 3.2 HRCHR can combine the academic and platform resources in WHU and KU, so as to build the bilateral scientific research Centre and high-end talent training institute in the field of hydropower development.
- 3.3 The parties will jointly seek and manage a research seed fund under HRCHR to provide financial support for the scientific research communities of both parties. The scientific research groups from both parties can also apply for funding from their home governments and/or other international organizations.
- 3.4 WHU intends to provide start-up funding for HRCHR for three consecutive years (2021-2023), aiming to support the joint research activities such as short-term visits, academic and personnel exchanges. KU will also make every effort to utilize its resources to support the development of HRCHR. Both parties can co-organize international conferences, conduct relevant teaching and training programs and jointly publish papers, reports and academic works.
- 3.5 The parties will jointly supervise postgraduate and doctoral students in cooperation field. Efforts should be made by both parties to obtain the financial support from relevant authorities and agencies in the two countries, to promote discipline development.

3.6 All intellectual property acquired from the joint study under the scope of this LoA is mutually owned by both parties regardless of who has a direct investment in the intellectual property technology, design or copyrighted work. Except for matters relating to this LoA, neither party may use the intellectual property rights without the express permission of both parties. The recipient of the intellectual property must keep strictly confidential. Relevant details will be negotiated additionally.

#### 4. Governance and Management

4.1 The parties designate Prof. Qian Zhongdong from WHU and Prof. Bhola Thapa from KU as the focal persons (hereinafter referred to as the “Focal Person” for the HRCHR). The Focal Persons and the scientific research groups from State Key Laboratory of Water Resources and Hydropower Engineering Science at WHU, and Turbine Testing Lab at KU will form the Technology Core Team of HRCHR.

4.2 The Focal Person of HRCHR shall confer and communicate regularly with the HRCHR Technology Core Team on material issues related to the operation, direction, and future planning of HRCHR. Each Focal Person shall report to the respective Dean of the school.

#### 5. Confidentiality

Information exchanged between the parties will be treated in the strictest confidence and will not be disclosed to any third party other than as required by a relevant regulatory body or by law.

## 6. Duration, termination and review

6.1 This Agreement shall commence on the date that this document is signed and shall continue for a period of five (5) years after which this LoA will automatically terminate. This Agreement is hereafter not legally binding.

6.2 Either party may terminate this Agreement by giving not less than six (6) months' prior notice to the other party by written form. Termination of this Agreement shall be without prejudice to any other collaborative arrangement between the parties.

## 7. Governing Law and Jurisdiction

7.1 In the event of differences arising between KU and WHU in respect of this LoA, KU and WHU undertake to endeavor reasonably to resolve the matter amicably through its senior representatives. The Principals of the Universities shall have authority for the resolution of differences which have not been resolved at other levels.

7.2 In the event the negotiation has not been solved successfully after a period of 60 days, the matter may be resolved through legal proceedings. Any proceedings relating to any claim or matter arising under or in connection with this LoA or the legal relationships established by this LoA instituted against a Party shall be brought in the courts of the country where the defending Party currently resides and shall be governed by and construed in accordance with law of the country where the defending Party currently resides.

*Nepal.*

Dr. Damber Bahadur Nepali  
Dean, School of Engineering,  
Kathmandu University

Date: 29<sup>th</sup> Sept 2020



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Signed on behalf of Kathmandu University  
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*Jiesheng Huang*

Prof. Jiesheng Huang  
Dean, School of Water Resources and  
Hydropower Engineering  
Wuhan University

Date: Sep. 29, 2020



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Signed on behalf of Wuhan University  
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## 中国武汉大学与尼泊尔加德满都大学共建 “喜马拉雅水电研究中心”合作协议

协议双方

**中国武汉大学 (Wuhan University)**, 为中国教育部直属的重点研究型大学, 位于湖北省武汉市武昌区八一路 299 号。

**尼泊尔加德满都大学 (Kathmandu University)**, 为尼泊尔知名研究型大学, 位于 Dhulikhel, Nepal。

(武汉大学和加德满都大学以下单独称为“一方”, 合称为“双方”。)

于 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日 签订本协议。

背景

双方已于 2017 年 12 月 22 日签署谅解备忘录。

### 1. 宗旨

在中国“一带一路”倡议的国际合作框架内, 双方秉持共商、共建、共享原则, 推动共建“喜马拉雅水电研究中心”, 开展教学、科研合作, 并将以双方的合作为基础, 共同致力于建设“一带一路”学术合作科研平台, 促进两国水能资源健康有序开发。

## 2. 喜马拉雅水电研究中心目标

“喜马拉雅水电研究中心”将努力发展成为双方水利水电领域科研合作、人才培养与培训以及实践应用的开放式平台，促进协同创新。该研究中心的三大主要功能为：实现学术和平台资源的优势互补，迅速提升双方科研水平，带动学科发展；开展人才培养与培训，促进双方的科研合作，扩大武汉大学和加德满都大学的影响力；搭建“一带一路”喜马拉雅地区水电开发学术合作网络，更好地服务“一带一路”水电建设。

## 3. 运行机制

3.1 武汉大学和加德满都大学均为该研究中心的创始成员单位，该研究中心的所有活动需经双方共商并达成一致后方可组织实施。

3.2 “喜马拉雅水电研究中心”可以集中武汉大学和加德满都大学相关学术及平台资源，形成水电开发领域科学研究和高端人才培养、培训基地。

3.3 双方将在“喜马拉雅水电研究中心”下设科研启动资金，为双方科研团队提供资助，促进双方科研团队之间的交流；同时，双方科研团队也可向各自政府、其他国家和国际组织申请经费资助。

3.4 武汉大学拟连续三年（2021-2023）为“喜马拉雅水电研究中心”提供经费支持，用于资助双方短期访问、学术交流、师生互访等活动。加德满都大学也将尽力使用其各方平台资源来支持研究中心的发展。双方可在上述合作领域共同举办国际会议，从事相关教学及培训，联合发表论文及出版学术报告和著作。



3.5 双方将在水电开发领域加强交流，互聘导师，开展联合培养硕士、博士研究生项目。双方尽力争取官方或相关机构的资金支持，带动学科发展。

3.6 通过联合研究产生的所有知识产权（该知识产权技术、设计或版权作品由一方或双方直接投入），由双方共同拥有。除用于与本协议有关的事宜外，未经所有方明示许可，任何一方不得擅用该知识产权。知识产权的接受方必须对其进行严格保密。相关细节将另行协商。

#### 4. 管理

4.1 双方分别指派武汉大学的钱忠东教授和加德满都大学的博拉·塔帕教授为“喜马拉雅水电研究中心”负责人。两位负责人及其科研团队成员共同组成该研究中心的核心技术团队。

4.2 两位负责人和核心技术团队应定期举行会议，商讨有关“喜马拉雅水电研究中心”的运行、管理、未来计划等事宜。每位负责人应定期向各自学校报告进展情况。

#### 5. 保密

双方需对交换的信息进行严格保密，除非相关监管机构或法律另有要求，否则不得向任何第三方披露。

#### 6. 期限、终止和审查

6.1 本协议自签署之日起生效，有效期五年，此后自动终止，本协议不具有法律效力。

6.2 任何一方欲终止本协议，需提前至少六个月通过书面形式告

知对方。本协议终止时，不得损害双方间的其他合作安排。

## 7. 适用法律和司法管辖权

7.1 与本协议及协议执行相关的争议应当通过友好协商解决。双方负责人有权解决协商未果的争议。

7.2 若在 60 日内无法达成协商，可通过司法程序解决争议。协议一方向另一方提起因本协议产生的，或与本协议相关的，或与本协议所确立的法律关系的索赔诉讼或其他争议，需提交至受起诉方所在国家法律管辖并依照其解释。



加德满都大学

授权签署人

Damber Bahadur Nepali

签字: 黄介生

签字: Damber

日期: 2020.9.29

日期: 29<sup>th</sup> Sept 2020.