



MEMORANDUM OF UNDERSTANDING

between

Social Welfare Council

and

Kathmandu University



Kwality

I. BACKGROUND

Social Welfare Council (SWC) is a regulatory body providing approval of projects submitted by national and international non-government organizations to operate Nepal. Numerous projects are implemented by various organizations aiming to support the needy people and communities for their transformation and change. In doing so, the efficiency, cost effectiveness of the projects need to be accessed along with accessing the status of compliance with different agreements, examine the actual vs committed support and other details as stated and required by the government laws and policies. The effective planning, monitoring and evaluation helps to establish linkages between past and present development initiatives, and also guides for future development intervention. The evaluation process helps the International/National Non-Government Organization (I/NGO) to extract the relevant information through past and present activities and hence to shape the future efforts by identifying the overall contribution of the projects to the targeted beneficiaries and communities. The recommendation provided by the evaluations also provides guidance for areas of improvement for effective implementation for future. SWC by amending the Monitoring and Evaluation guideline on 31 Bhadra 2077 (September 16, 2020) for I/NGOs has endorsed a policy to engage university students studying Master's Degree and above to work closely with SWC for the evaluation of projects approved by SWC. Engagement of University students in evaluation of social welfare activities in Nepal helps them to enhance their research skills and further acquaint them about the contribution of social development sector for the overall development of Nepal.

This Memorandum of Understanding (MoU) is signed to shape the partnership for the purpose of conducting evaluation of SWC projects by the student of Kathmandu University.

- A) **Social Welfare Council:** SWC is established under Social Welfare Act, 2049 to facilitate different activities relating to social welfare to support the overall development of the nation through social welfare programs run by social organizations and institutions. The Government of Nepal (GoN) formulates and envisions different policies, plan of actions, strategies and other special programs to serve needy population such as the children, women, disadvantages and marginalized groups, senior citizens, differently abled population in diverse layers and stream of society by empowering and uplifting them for improved lives.



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- B) **Kathmandu University:** Kathmandu University (KU) 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. The mission statement of the University is “to provide quality education for leadership”. The vision is “to become a world-class university devoted to bringing knowledge and technology to the service of mankind”. The University aspires to serve the nation by fulfilling the needs of the

II. PURPOSE

The objective of this Memorandum of Understanding (MoU) is to engage KU students of Master's Degree level and above for the evaluation of projects that are approved by SWC which shall promote to enhance the research skills of students. Furthermore, this engagement shall also help to foster knowledge of those students around contribution made by social development sector in Nepal.

III. IMPLEMENTATION MODALITY

Both the parties shall fulfill the objective of the MoU as following:

A) Roles of SWC

- The Council will facilitate the entire evaluation process of the project.
- The Council will conduct the orientation to the students engaged in the evaluation.
- The Council will provide detail information about the projects.
- The Council will provide remuneration to the students engaged in the evaluation.
- The Council will make official request to nominate the student for evaluation.

B) Roles of KU

- KU shall make official-communications and circulation to the departments and campuses under the University to provide the names of one male student, and one female student to SWC. Students who are male and female batch toppers in the Master's Degree and above programs shall be the main criteria of awarding the evaluation task.
- Departments and Campuses under KU shall make their professors available to guide the selected students for the assigned evaluation as experts for the SWC.
- Students, who are toppers in their programs and have supporting letters from the head of their institution, department or campus, can be directly recommended to the SWC to work in the competitive evaluation projects.



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IV. LIABILITY

Each party shall solely be responsible for the manner in which it carries out its part of the collaborative activities under this MOU. Thus, either party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other party, or the other party's staff or subcontractors, in connection with, or as a result of the collaboration under this MOU.

V. RELATIONSHIP OF THE PARTIES

For the purpose of this MOU, each party is an independent contractor and not a member of a joint venture, agent or employee of the party. Neither party shall have authority to make any statements, representation of commitments of any kind or to take any action which shall be binding in the other party.

VI. TIMELINE

The time line for this MoU shall correspond with the validity of the Monitoring and Evaluation Guideline approved by the SWC.

VII. INTELLECTUAL PROPERTY RIGHTS

Each institutions retains its intellectual property rights regarding information and data shared in the course of the collaboration under the MOU unless otherwise stipulated by this MoU or a separate agreement in writing between the parties.

VIII. DURATION, TERMINATION, AND AMENDMENT

1. This MoU will be effective from the date of signing by both parties up to a period of two (2) 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 90 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 outreach activities.



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. University 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.

IX. SPECIAL PROVISIONS

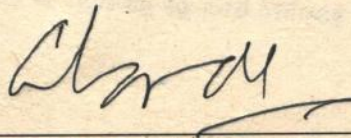
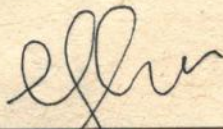
1. Each party will consult with and take approval of the other party to use the latter's name, the names of the latter's officials'/faculty members, and the logo for the activities under this MoU, and dissemination of results, on a case-by-case basis.
2. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoAs).
3. This MoU shall be governed and construed under the laws of the Federal Republic of Nepal.
4. The two 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 agreement informally.

X. CONTACT PERSONS (DETAILS)

Signed for and on behalf of:

Signing for SWC:

Signing for Kathmandu University:



Mr. Pushkar Khati

Prof. Dr. Subodh Sharma

Registrar

Member Secretary, SWC

Kathmandu University

Date: 11 February 2021

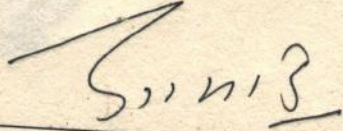
Date: 11 February 2021

Place: Prime Minister's Office,
Kathmandu



Witnesses

For SWC:



Mr. Durga Prasad Bhattarai

Head, Monitoring and Evaluation Department

For Kathmandu University:



Prof. Dr. Deepak Prasad Subedi

Head, Research Division, Kathmandu University



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This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish cooperation between Social Welfare Council (hereafter referred as SWC, located in Hariharbhawan, Lalitpur, Nepal and Kathmandu University (hereafter referred as KU, located in Dhulikhel, Kavre, Nepal).

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

