

# MEMORANDUM OF UNDERSTANDING

BETWEEN

SCHOOL of ENGINEERING, KATHMANDU UNIVERSITY (KU), NEPAL

and

CHILIME ENGINEERING AND SERVICES COMPANY LTD (ChesCo), NEPAL

In furtherance of their mutual interest in the field of hydropower sector development and contribution to increase cooperation between academic institution and hydropower industry, **Kathmandu University (KU)**, Nepal, being a public institution chartered by the KU Act of Parliament, and **Chilime Engineering and Services Company Ltd. (ChesCo)**, Nepal, being a public entity established and owned wholly by the Chilime Hydropower Company Limited, hereby adopt the following Memorandum of Understanding:

## Article I

The link between the parties involves the continuation of collaboration between School of Engineering, Kathmandu University (KU) and Chilime Engineering and Services Company Ltd. (ChesCo) in related disciplines.

The activities under the scope of this MoU are, but not limited to:

1. Share the technical expertise and facilities for the promotion of research activities related to Hydropower Plant in Nepal and the region;
2. Explore possibilities for future cooperation to build-up partnership for the consultancy works in the relevant disciplines;
3. Development of human resource for fault diagnosis of Hydropower plant;
4. Generate knowledge and develop manpower necessary for installation of electromechanical components and hydromechanical works;
5. Training related to design and analysis of electromechanical/hydromechanical components;
6. Efficiency measurement of the hydropower plants;
7. Research and Development to mitigate the problems encountered by Hydropower Plants in Nepal;
8. Expanding national and international linkages with relevant organizations for the benefit of hydropower plant development in Nepal and in the region.

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## 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 Hydropower sector.

Rules and regulations for procurement and financial transactions at each party will be applicable to the respective party. Any conflicts in regulations will be acknowledged with mutual discussions and negotiations.

## Article III

The parties designate Dr. Sailesh Chitrakar from KU and Er. Rojesh Dahal from ChesCo as the focal persons (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.

## 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. Such plans shall be subject to the approval of the appropriate authorities of each party and bind by a signed agreement for all individual work packages.

Both parties shall give preference to each other for undertaking the activities within its mutual interest and capacity. Specific agreements will be entered into between the parties to undertake consulting or academic or any other activity jointly, or in association with, or severally, as required.

## 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 unless otherwise the same already been in the public domain.

## Article VI

The Memorandum shall remain in force for a period of 2 years commencing from the date of signing, which is the continuation of previously done MOU between two parties, which was expired on January 18 2020. Necessary reviews and amendments to the Memorandum may be made by mutual consent within 1 month written notice to the other party.



Both the KU and ChesCo 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.

This MoU shall be effective to the specific project agreed between KU and ChesCo.

### 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 **ChesCo** welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above. There will be two copies of this Memorandum equally valid, one for each party, effective from the date of its signing.

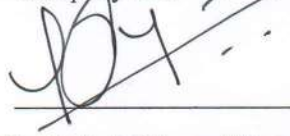
For  
Kathmandu University



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

Date: 6<sup>th</sup> Jan 2021

For  
Chilime Engineering and Services  
Company Ltd.



Er. Prajesh Bikram Thapa  
Chief Executive Officer,  
ChesCo

Date: JAN. 06, 2021