



MEMORANDUM OF UNDERSTANDING  
Between  
**Kathmandu University**  
and  
**Frost & Sullivan**



This Memorandum of Understanding ("Memorandum" or "MOU") is made on 4 August, 2018 between Frost & Sullivan (s) Pte. Ltd. Nepal Liaison Office and Kathmandu University, Dhulikhel, Nepal. Frost & Sullivan is henceforth known as "FS" and Kathmandu University is henceforth known as "KU" and hereinafter will be referred to individually as "party" or jointly as "parties".

**INTRODUCTION TO FROST & SULLIVAN**

Frost & Sullivan, the global Growth Partnership Company, enables clients to accelerate growth and achieve best in class positions in growth, innovation and leadership. FS is focused on helping their clients achieve transformational growth as they are impacted by an economic environment dominated by accelerating change, driven by disruptive technologies, mega trends, and new business models and prepare for the future. Frost & Sullivan leverages over 50 years of experience in partnering with Global 1000 companies, emerging businesses and the investment community from more than 40 offices on six continents.

**INTRODUCTION TO KATHMANDU UNIVERSITY**

Kathmandu University is an autonomous, not-for-profit institution dedicated to maintain high standards of academic excellence. It is committed to develop leaders in professional areas through quality education. With vision to become a world-class university devoted to bringing knowledge and technology to the service of mankind and mission and to provide quality education for leadership; KU has built not only reasonable infrastructure, but also established a track record of academic excellence.

**PURPOSE OF THIS MOU**

This MoU has been developed and finalized in a spirit of mutual cooperation and assistance between the two parties. It will be interpreted in light of its primary purpose of identifying joint key projects. The MoU will set a platform for analyzing possibilities of joint collaborations on various development projects between the parties. Once such joint collaborations are identified, a separate agreement will be made between the parties on each of the project.

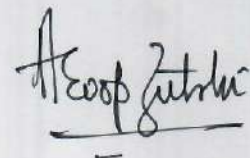


## SCOPE OF THIS MOU

The scope of this MoU is to create a mutual agreement between the parties to identify new possibilities for joint collaborations on developing digital hub, knowledge industry through internship program, joint programs to formulate the vision of Digital Hub. This does not mean that all the projects undertaken by a party will have to be collaborated with another party. Each collaboration will be identified and agreed upon separately with a "Partnership Agreement". The scope of the MoU is also to create an understanding in supporting and contributing to both the parties larger vision of social and economic transformation of Digital Nepal.

## AREAS OF COOPERATION AND AGREEMENT

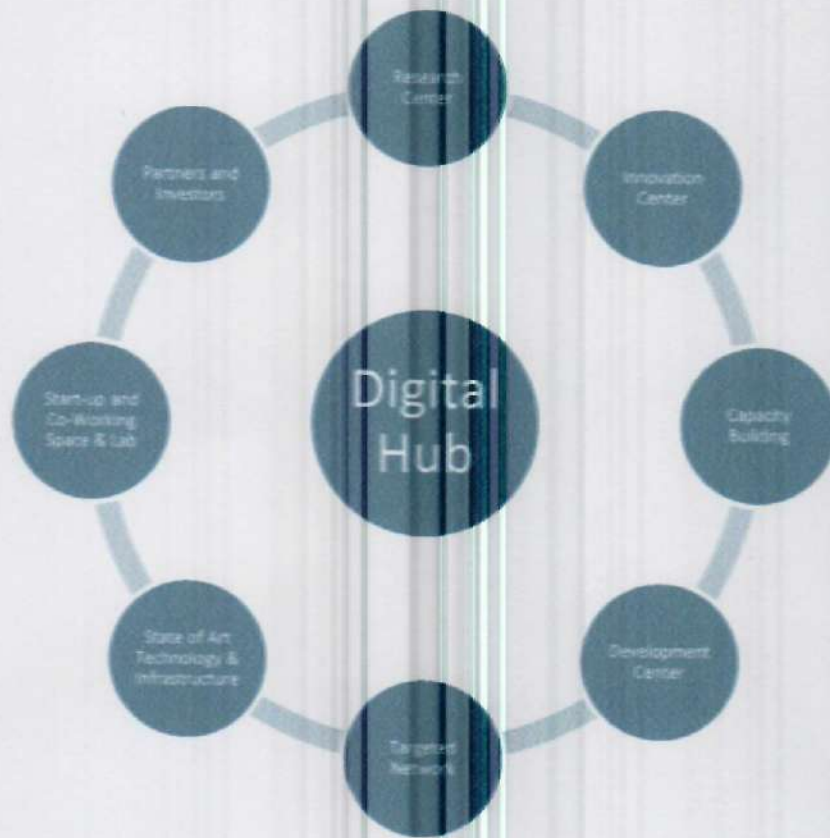
- Both Parties shall launch the Internship Program, the internship program shall be led by FS based on the job requirement and shall be mutually agreed by both the parties. KU shall be responsible for identifying and shortlisting the candidate for the internship which shall be finally interviewed and approved by FS for the internship program where FS shall identify lead for internship program. The Internship program shall be for all academic programs of KU. The content developed through the internship program shall be an intellectual property of FS and KU, where FS may absorb and utilize the content as required.
- FS shall also bring in the capacity building program at KU.
- Both the parties jointly shall partner and launch the Global Center of Excellence. Where a detailed Vision, Mission, Objective, goal and business plan shall be jointly developed and agreed, monitored and substituted improvised as required by both the parties.
- Both the parties will scope out collaboration opportunities for the larger programs and/or project as and when required and proposed by each party, which shall be independent of this partnership and requires a joint agreement for participation.
- The parties will provide their own individual expertise in each of the joint collaborations and the detailed involvement and contribution of the parties will be mutually agreed separately in each "Project Agreement".
- The fund required for each project shall be agreed in advance with role and responsibility on either in terms of investment by each party or a joint fund proposal development and approaching prospects to raise the required fund. Where a business model shall be developed jointly for the same.
- A joint Board of Governors and executive committee shall be identified and appointed by each party. That would take decision regarding the mobility and transfer of faculty, students and staff from FS to KU and vice versa.
- Both parties shall work on joint capacity building and also use of faculty for commercial research as required by FS and agreed by both parties and the associated faculty.
- There shall be a progress review meeting of Board of Governor once a quarter.
- MOSES Pvt. Ltd. as the strategic partner of Frost & Sullivan for Nepal shall coordinate locally and act with other roles required for fulfillment.





**Digital Hub**

**Digital Focused and Technologically Enabled Digital Hub with focus on innovation for future ready global Socio-economies which shall Prototype for Future of Nepal.**



**Mutual Non-Disclosure**

WHEREAS, the parties wish to evaluate a potential business transaction between them and, in connection therewith, each party (as the case may be, the "Recipient") has requested or will be requesting the other party (as the case may be, the "Disclosing Party") to provide it with certain materials, documents and information regarding the Disclosing Party's business, assets, operations, finances, customers, employees, know-how, strategies, costs, profitability and technology, all of which information, regardless of when received, is confidential and proprietary (collectively, the information being referred to as the "Confidential Information"); and

  
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WHEREAS, each party desires to protect its Confidential Information and preserve the confidential and proprietary nature of the Confidential Information.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. The Recipient acknowledges the competitive value and confidential and proprietary nature of the Confidential Information and the damage that could result to the Disclosing Party if any part of the Confidential Information were disclosed to any third party or if the Recipient uses the Confidential Information to directly or indirectly compete with the Disclosing Party or for any other reason. Therefore, the Recipient agrees that it and its Representatives (as hereinafter defined) will not, directly or indirectly, (i) use the Confidential Information in any way other than for the purpose of evaluating and/or proposing a possible business transaction with the Disclosing Party and/or (ii) disclose all or any part of the Confidential Information, except as herein provided. The Recipient further agrees to limit the disclosure of the Confidential Information to only those employees, officers, agents, advisers and affiliates (collectively, "Representatives") necessary for the purposes aforesaid and agrees to advise each such Representative of the obligations contained herein. The Recipient shall be responsible for any breach of this Agreement by it or any Representative as if the applicable Representative were the Recipient and party hereto (including the responsibility to conduct court proceedings to restrain the Representative from prohibited disclosure or use) and shall indemnify and hold the Disclosing Party harmless from any such breach.

2. No right or license to use the Confidential Information or other interest is hereby granted other than for the purposes aforesaid.

3. The obligations of secrecy and non-disclosure set forth herein shall not apply to and the following shall not be deemed Confidential Information: (a) information which at the time of disclosure to the Recipient is in the public domain; (b) information which after disclosure to the Recipient becomes generally available to the public by publication or otherwise through no fault of the Recipient or its Representatives; (c) information which the Recipient can demonstrate was in its possession prior to disclosure thereof by the Disclosing Party; (d) information the Recipient is required to disclose by court order, injunction, writ, law, rule or regulations; (e) information which is independently developed by or for the Recipient without reliance on the Disclosing Party's Confidential Information; or (f) information that Recipient receives from a third party without apparent breach of a confidentiality obligation.

4. The Recipient shall return to the Disclosing Party upon demand any and all Confidential Information entrusted to it by the Disclosing Party pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto) or, the Recipient may request permission from the Disclosing Party to destroy all such Confidential Information and provide a certificate of destruction to the





Disclosing Party, and the Recipient further agrees that it shall not copy in whole or in part any such Confidential Information without the written consent of the Disclosing Party, except for the sole use of its officers in carrying out their evaluation.

5. Each party represents and warrants that it believes in good faith that the Confidential Information it delivered to the other party, if any, is accurate and complete. Except as set forth above, the Recipient acknowledges for itself and its Representatives that the Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and agrees that the Disclosing Party shall have no liability (unless it breached the good faith representation) to the Recipient or any other person resulting from its use of Confidential Information.

6. Without the prior written consent of the other party, each party and its Representatives shall not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible business transaction between the parties or any of the terms, conditions or other facts with respect to any possible transaction, including the status thereof.

7. The terms and conditions of this Non-Disclosure shall remain in effect until the validity of this MoU and shall also be effective upon termination for One (1) year post termination of this MoU from the date hereof.

8. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and determined in accordance with the laws of Nepal. Each party hereby consents to the exclusive jurisdiction of any state or federal court located within Nepal and irrevocably agrees that all actions or proceedings relating to this Agreement shall be litigated in such courts and each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non convenience to the conduct of any proceeding in any such court.

9. Each party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the other party or its Representatives and that in addition to all other remedies which may be available, each party shall be entitled to specific performance and injunctive or other equitable relief (including against a party's Representatives) as a remedy for such breach and the other party further agrees to waive and to use its best efforts to cause its Representatives to waive any requirement for securing or posting of any bond in connection with such remedy.

10. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.





**PERIOD OF THIS MOU**

The terms of the present MoU shall commence upon signing of this document and shall remain in effect for Five (5) years. The parties shall negotiate on the continuation of the agreement based on the experience where this MoU shall be extended with joint consent of the parties.

**MODIFICATIONS TO THE TERMS DESCRIBED BY THE MOU**

Any difference of opinion concerning this MoU will be resolved through amicable dialogue between the parties. Any modifications to this MoU shall only be effective by mutual agreement and formally signed-off by each of the two parties.

**TERMINATION OF MOU**

This agreement may be terminated at any time by mutual agreement or if one or both parties are in breach of the agreed terms of the agreement or MoU.

**FORCE MAJEURE**

If the performance of FS and KU should be rendered wholly or substantially impossible or is otherwise impeded by forces majeure - any event beyond the reasonable control of the parties so affected - then one party shall immediately notify the other party in writing. From that date the obligations of both parties under this MoU will be immediately suspended pending renegotiation at the earliest possible opportunity.

We have duly read the terms and conditions of this MoU, understood our obligations and signed below on our official capacity to fulfil our roles and responsibilities for designing and implementing this MoU. This MoU is effective from the date of signature by all parties listed below.

For Kathmandu University



SIGN

Name: Prof. Dr. Ram KM Shrestha  
Vice Chancellor

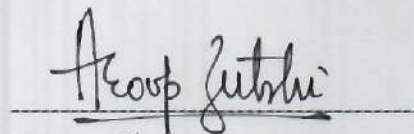


Witness

Name: Dr. Purusottam Kharel

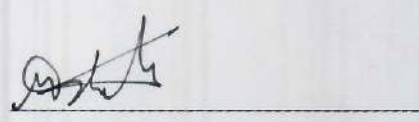


For Frost & Sullivan (S) PTE LTD  
Liaison Office Nepal



SIGN

Name: Mr. Aroop Zutshi  
President



Witness

Name: Mangesh Lal Shrestha