

# MEMORANDUM OF UNDERSTANDING

Between

**Kathmandu University**

&

**High Performance Computing Nepal**

This Memorandum of Understanding (MOU), hereafter "MOU" is entered into by and between the High Performance Computing Nepal, hereafter "HPCNepal", with a registered address at Kathmandu, Nepal, and the Kathmandu University, hereafter "KU", with a registered address at Dhulikhel, Kavre, Nepal. HPCNepal and KU are referred to collectively as "Parties" or individually as "Party."

## **Purpose**

The Parties recognize the benefits to be derived from increased collaboration, cooperation, and interaction for the promotion and enhancing the capacity of supercomputer in the computational science, and engineering (hereafter, collectively referred to as the "Fields"). The purpose of this MOU is to define the areas of fundamental and applied research in which the Parties desire to work together for their mutual benefits to foster a collaborative framework between HPCNepal and KU. This MOU will also help KU to adopt better hardware, software, user support and policy regarding the operations of Supercomputer.

## **Scope**

This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally and financially binding commitments. If the Parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each Party's contributions, deliverables, and budgets. It is also understood that HPCNepal is a not-for-profit organization



and, therefore, any work or activities undertaken by HPCNepal under this MOU, or any subsequent agreements, must be in accordance with the Company Act, 2063.

### **Mutual Understanding**

It is mutually agreed upon and understood by and among the Parties that:

- HPCNepal will be an outreach ambassador in HPC activities
- HPCNepal will provide technical expertise
- HPCNepal will conduct training and workshops in partnership with KU.
- Both Parties shall work in collaboration for the development and enhancement of the supercomputer
- Both Parties shall ensure the proper utilization of the resources provided
- Ultimately, the Parties agree to work together and cooperatively in good faith to achieve the shared goal.

### **Indemnification and Limitation on Liability**

Each Party shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees, and agents against and from any and all third-party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including but not limited to reasonable attorney's fees) arising out of any breach by the indemnifying Party of any provision herein (including but not limited to any express representation).

### **No Waiver**

The waiver or failure of either Party to exercise in any respect any right provided in this MOU shall not be deemed waiver of any other right or remedy to which the Party may be entitled.

Two handwritten signatures in black ink are located in the bottom right corner of the document. The signatures are cursive and appear to be of the same person or related individuals.

### **Entirety of MOU**

The terms and conditions set forth herein constitute the entire MOU between the parties and supersede any communications or previous MOU with respect to the subject matter of this MOU. There are no written or oral understandings directly or indirectly related to this MOU that are not set forth herein. No change can be made through this MOU other than in writing and signed by all the parties.

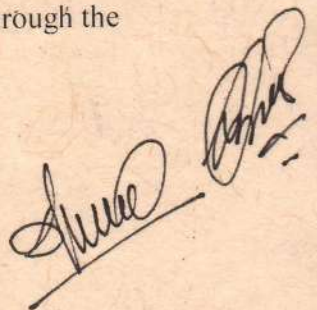
### **Governing Laws and Jurisdiction**

- This MOU, and the rights and responsibilities of the parties hereunder, shall be subject to, and be construed in accordance with, the laws of Nepal.
- The parties hereto agree to make a good faith effort to resolve any disagreement, dispute, controversy or claim arising out of or relating to this MOU or the interpretation hereof first by informal negotiations, then by mediation as follows.
- In the event the Parties are unable to resolve any dispute within 30 (Thirty) days of commencement of the amicable discussions, such dispute may be referred at the request in writing ("Dispute Notice") of any Party to the regular court within its jurisdiction and the decision provided by the court would be final and binding to all the Parties.

### **Confidentiality**

All the Parties agree that they will not disclose to any person or otherwise make use of any secrets or confidential information concerning the terms or subject matter of this MOU; and all the parties shall use all its reasonable endeavors to prevent the disclosure of any such secrets or confidential information to a third-party, but not to the extent such confidential information is:

- already in the public domain or becomes available to the public other than through the act or omission of the Party disclosing such information; or
- required to be disclosed under applicable Law; or



- Disclosed to its officers, employees, directors or professional advisors, provided that such Party shall procure that such persons shall undertake to treat such confidential information as confidential.

### Severability Clause

If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.

### Amendment

No amendment of this MOU shall be valid unless prepared in writing and signed by each of the Parties. This MOU is signed for five years with the possibility of extension depending on its effectiveness and performance.

This Memorandum of Understanding is signed on August 4, 2021, by the representatives of the two organizations.

On behalf of KU



Professor Dr. Deepak Prasad Subedi  
Director  
Research, Development and Innovation (RDI)  
Kathmandu University  
Dhulikhel, Kavre, Nepal

On behalf of HPCNepal



Umesh Upadhyaya Gairapiplee  
Co-Founder  
High Performance Computing Nepal  
Kathmandu, Nepal

Witness



Dr. Rajendra Adhikari  
Assistant Professor  
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Kathmandu University  
Dhulikhel, Kavre, Nepal

Witness

Anil Danai  
Research and Development Specialist  
High Performance Computing Nepal  
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