



DEFINITIVE AGREEMENT

between

KATHMANDU UNIVERSITY (KU), NEPAL

AND

GANDAKI UNIVERSITY (GU), NEPAL

For

Joint Program in Bachelor of Mining Engineering

This definitive agreement ("2023 KU-GU DA") entered into on this the 20th day of July 2023.

By and between:

KATHMANDU UNIVERSITY ("KU"), having its office at Dhulikhel, Kavrepalanchowk, Nepal, and represented by Dean, School of Engineering (SOE), Professor Manish Pokharel and means, and includes its permitted assigns;

AND

GANDAKI UNIVERSITY (GU), NEPAL ("GU") having its office at Pokhara, Kaski, Nepal, and represented by Dean, Faculty of Science and Technology, Dr. Kapil Adhikari and means, and includes its permitted assigns

KU and GU may individually be referred to as "University" and collectively as "Universities".

Whereas:

1. KU is an autonomous, non-profit, self-funding public university, established in December 1991.
2. GU is an academic and research University established by the Gandaki Province Government in 2019.

KU and GU have already entered into a Memorandum of Understanding dated on 22.01.2023, to strengthen the collaboration with the purpose to strengthen higher education in Nepal.

3. Further in recognition of the mutual cooperation and understanding between the both universities, with the motivation of KU to share its academic and research excellence with new and emerging universities in Nepal, and with the background preparations of both universities to launch academic program in Mining, KU and GU will launch a joint degree program at the Bachelor Level.
4. The Joint Program that has been identified by the Universities is a "**Bachelor of Engineering in Mining Engineering**". The terms and conditions for this joint program is set out herein.

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Now therefore, the Universities are entering into the present agreement setting out the terms for offering the identified joint program.

ARTICLE 1: SCOPE

1. The Bachelor of Engineering in Mining Engineering (here after referred as the "Program"), developed by KU after the review from the Subject Committee, Faculty Board, and approval by the Academic Council of both parties will be jointly implemented by the both Parties. The Program curricula can be updated as per need and after the approval from authorized bodies of both parties.
2. This shall be a four year (yearly enrolment) full time program with the degree issued by both KU & GU. Upon completion of the coursework, project work, thesis or research or any other assessments, degree shall be awarded jointly by KU & GU.
3. The student size shall be at 48-60 students and the Program shall commence from August 2023 session.
4. The following endorsements /undertakings will be obtained from a prospective student at the time of enrolment:
 - a. They shall agree to be bound by the terms of this agreement;
 - b. They shall act in good conduct and not disparage the institutes in a malafide or malicious manner;
 - c. They agree to be bound by the IP policies, rules and regulations of the respective institutes;
 - d. Either University shall have the right to dismiss/suspend or disqualify any student who has engaged in behavior which has been found to be illegal, unlawful, in behavior which constitutes a harassment or abuse.
5. Neither Party shall be responsible to the other for any labor, issues, claims or notices from the staff, student, faculty, or other persons engaged by the other Party.

ARTICLE 2: ACADEMIC COMMITTEE/STEERING COMMITTEE

The Parties have identified the following to be part of the Steering committee/Academic Committee ("SC"). The members of the SC are named in the agreement as set out below. However, the respective party may nominate a suitable alternative committee member at its discretion. The committee shall be headed by Assoc. Prof. Brijesh Adhikari from KU and Dr. Kapil Adhikari, Dean of Faculty of Science and Technology from GU. All academic and research decisions relating to this Joint Program shall be taken at this Committee. Neither Party may provide any commitments or make any comments in relation to this program without the prior written consent of the Committee.

Steering Committee Members on behalf of KU:

- i. Assoc. Prof. Brijesh Adhikari, Associate Dean, School of Engineering and Steering Committee, Chair
- ii. Dr. Shyam Sundar Khadka, Associate Professor and Head, Department of Civil Engineering, Program Coordinator at KU;
- iii. Mr. Santosh Chaudhary, Assistant Professor, Department of Civil Engineering

Steering Committee Members on behalf of GU:

- i. Dr. Kapil Adhikari, Dean, Faculty of Science and Technology, Gandaki University
- ii. Er. Saroj Giri, Assistant Professor and Coordinator, BIT Program, Gandaki University
- iii. Er. Sudeep Koirala, Chief, Planning and Development, Gandaki University

The steering committee shall meet at least every semester. The mode and location of the meeting can be mutually decided.

6. FUNDING:

- a. The Parties shall mobilize their resources at respective ends until enrolment fees/receipts are adequate to meet the expenditure or funding is obtained from external source.
- b. The proposal for seed, basket, program, development funding from Gandaki Province Government, UGC, and other viable sources shall be explored by both parties and the sharing of the funds received will be determined at the Steering Committee.
- c. Both Parties shall take best efforts to receive funding. In case of CSR grants and Endowment, KU & GU have the discretion to use for this Program in accordance with the appropriate laws of Nepal and regulations of respective Universities.
- d. The payments to the respective faculty, staffs, and other human resources shall be borne by each party respectively.
- e. The use of funds on the additional or excess academic activities, and research for this Program shall be mutually discussed.

ARTICLE 3: FEE STRUCTURE AND SCHOLARSHIP:

- a. The fee will be fixed based on current KU norms for its bachelor level engineering programs.
- b. The distribution of fees shall be as per the credit hours in the courses offered by KU and GU, respectively.
- c. The fee split for project credits and other non-academic activities shall be 50% each by KU and GU or settle with as per actual.
- d. Both Parties will explore the opportunities for scholarships for as much possible student size.

ARTICLE 4: ENROLMENT & ITS CRITERIA:

- a. The total number of seats being 48-60, the program shall have participation of both Nepalese, and International Students with a target towards 10% representation from International Students.
- b. The eligibility criteria will be determined to satisfy the minimum requirements of both Universities, or satisfy the common standard set by the authorized government bodies.
- c. The selection of students will be done by the common entrance exam conducted by KU for other engineering programs. The steering committee may execute other mode of selection procedures as per approval from the authorized body of both Universities.
- d. Registration of enrolled students shall be done at both universities in this Joint Degree Program;

ARTICLE 5: COURSE/TEACHING:

- a. Teaching shall be carried out primarily on physical mode or hybrid mode or a combination of both over Webex or Zoom or any other secure and accepted network.
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- b. The course work will carry credits and shall be graded on the basis of continuous evaluation by the respective instructors or as per the rule of the University conducting the course.
- c. Final Exams will be conducted in physical mode.
- d. The project will be jointly supervised and the credits are shared equally between KU and GU.
- e. The final evaluation of the project credits will be made by a committee of supervisors and topic experts from both sides who will conduct the final evaluation based on a standard calendar.
- f. The curriculum for the Program is shown in **Annexure I**.
- g. The Steering Committee will be responsible for auditing the progress of the program and send progress reports to both university on bi-annual basis.
- h. The first-year courses will commence at the KU campus with joint teaching by GU. Remaining courses will be conducted in GU or KU as decided by the steering committee.
- i. Students will be at GU campus for any specialized course or field activities as decided by steering committee.
- j. Lab work, elective courses, thesis, advisors, industry exposure, placements shall be decided mutually agreed upon.
- k. Upon conclusion of the course, the transcript will have the logo and seal of both KU & GU.
- l. A special convocation with designated representative(s) from KU and GU being present, for the 1st graduating members shall be conducted at KU. After the 1st batch, further convocations shall be held by mutual consent.

ARTICLE 6: CONFIDENTIALITY

Both Universities agree and undertake to keep confidential at all times any information and/or data that may be exchanged, acquired from the other University. All public notices or press releases or information to the public shall be jointly made with the consent of the Committee.

ARTICLE 7: INTELLECTUAL PROPERTY

Ownership of any special research findings shall be vested in both parties to this DA and any publication regarding the same shall be done after approval of both parties.

ARTICLE 8: VALIDITY

This DA shall remain in force for a period of 5 years commencing from the date of signing and may be reviewed by mutual consent by serving 3 months' written notice to the other party. Upon renewal, both Universities shall select either to proceed with the existing or new terms of understanding.





ARTICLE 9: TERMINATION

KU and/or GU reserve the right to terminate this DA by either party giving 3 months' written notice to the other. Where such termination occurs, the provisions of this DA shall continue to apply to ongoing activities until their completion.

ARTICLE 10: DISPUTE RESOLUTION

In case of any disputes or differences arising out of or in relation with this DA, the same shall be resolved by way of mediation. If mediation fails over a period of 45 days, the same will be resolved as per the prevailing laws of Government of Nepal.

ARTICLE 11: FORCE MAJEURE

In case of the occurrence of any fire, pandemic, epidemic, storm, cyclone, strikes or any events beyond the control of either party ("Force Majeure event") the Parties agree that the timelines of any project between the Parties shall get extended without any cost or consequence to the other Party. If the force majeure event(s) extend over a period of 180 days, the Parties may terminate the agreement without affecting the students already enrolled.

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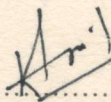
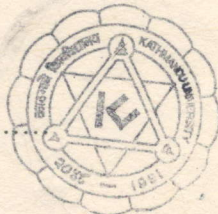
KATHMANDU UNIVERSITY

For

GANDAKI UNIVERSITY



Prof. Manish Pokharel
Dean, School of Engineering



Dr. Kapil Adhikari
Dean, Faculty of Science and Technology



Date: July 20, 2023

Date: JULY 20, 2023