

MEMORANDUM OF UNDERSTANDING
BETWEEN
MADAN BHANDARI UNIVERSITY OF SCIENCE AND TECHNOLOGY, CHITLANG, NEPAL
AND
INSTITUTE OF ENGINEERING, TRIBHUVAN UNIVERSITY, LALITPUR, NEPAL

CONCERNING

INSTITUTIONAL COLLABORATION

May 2023



Preamble

WHEREAS, Madan Bhandari University of Science and Technology (**hereafter referred to as MBUST**) is a University established pursuant to the Madan Bhandari University of Science and Technology Act, 2079(2022)

Address : Chitlang, Thaha Municipality Ward 9, Makwanpur District, Nepal
Telephone : +977-9840088016
E-mail : info@mbustb.org

WHEREAS, Institute of Engineering (**hereafter referred to as IOE**) is one of the Institutes of Tribhuvan University established pursuant to Tribhuvan University Act 2049 (1993)

Address : Pulchowk, Lalitpur, Nepal
Telephone : 01-5421531
E-mail : dean@ioe.edu.np

WHEREAS, MBUST and IOE recognize and share common interests with regard to the importance of research, development and innovation for enabling Nepali people to attain their aspirations for prosperity;

WHEREAS, MBUST and IOE are convinced that for the meaningful contribution to the economic growth of the country institutions should focus their efforts on selected sectors of the economy with significant potential for economic growth and developmental issues associated with the selected sectors should be tackled through a whole value chain approach;

WHEREAS, MBUST and IOE also realize that it is beyond the means of any single institution to address most real-life problems on their own;

WHEREAS, MBUST and IOE has already initiated some collaboration. The MBUST started its initial operation from the premises of the IOE and a joint research on the assessment of structural strength of local bamboo is on-going.

NOW THEREFORE, MBUST and IOE (**hereafter referred to as Parties**) agree to enter into this Memorandum of Understanding (MoU) to set a broad framework for the meaningful collaboration to achieve the agreed objectives under this cooperation. Individual projects/activities shall be implemented through exchange of letters within the framework of this MOU.

Article I: Purpose

The purpose of this MoU is to establish a working relationship of mutual collaboration between the Parties for a long-term collaboration on mutual areas of interests of both organizations through a partnership principle based on synergy, mutual trust and transparency.

Article II: Areas of Cooperation

Areas of Cooperation are agreed upon jointly through the cooperation mechanism in the MoU. The Parties have agreed upon the following preliminary and overarching themes for this MoU which are outlined below:

- 2.1 to identify broad research areas and academic programs, which have the significant potential for promoting economic growth,
- 2.2 to identify specific products, in which Nepal may be able to develop comparative advantage through development of new technology or improvement of the existing technology,
- 2.3 to facilitate partnership between IOE and MBUST with enterprises to develop new technology or improve the existing technology with respect to specific products,
- 2.4 to facilitate partnership between IOE and MBUST with national and international higher education institutions and other relevant agencies,
- 2.5 to partner with international companies, institutions and professional societies to jointly offer training programs, and to co-host events/competitions,
- 2.6 to offer joint degrees and certificates,
- 2.7 to allow students of IOE to take courses offered by MBUST and students of MBUST that of IOE,
- 2.8 to exchange faculty and students,
- 2.9 to jointly organize seminars, workshops, training courses and other activities,
- 2.10 to provide access to each other's facilities,
- 2.11 to formulate changes in the policy environment, which could create more conducive environment for innovation, and
- 2.12 any other agreed activities.

Article III: Duration

This MoU shall be effective from the date of signature by the approving officials of both parties and remain in force for a period of five years unless terminated in accordance with Article VI. This MOU may be extended through the exchange of letters.

Article IV: Principles and Framework of Cooperation

- 4.1. The Parties shall ensure that this MOU is carried out with due diligence and efficiency and each party will furnish to the other all such information relating to the areas of cooperation. The Parties agree to work in a pragmatic manner recognizing each other's mandate, core competence, and potential for greater value-addition. The specific areas on which the Parties shall collaborate under this MoU are mentioned under Article II.

- 4.2. This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. This MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Agreement.
- 4.3. Public statements and publications by either Party regarding activities undertaken jointly under this MoU shall expressly acknowledge this collaboration. Neither Party will make any commitments or take any positions on behalf of the other without the other's specific written consent.
- 4.4. Information provided by either Party to the other may be used for any capacity building or non-commercial purpose. When either Party intends to publish, in any form, data or information provided by the other, the provider shall be informed in advance and given the chance to edit or check the information that will be acknowledged to it, and the source will be appropriately referenced or acknowledged.

Article V: Implementation Arrangement

- 5.1. The Parties shall hold regular bilateral meetings on matters of mutual interest, for the purpose of implementing and monitoring collaborative activities. Such meetings will take place time-to-time as desired to discuss technical and operational issues related to furthering the objectives of this MOU.
- 5.2. Each Party shall designate a focal person of contact for taking measures to assist in the further development of the cooperative activities and is responsible for implementation of his obligations under this MoU as below:

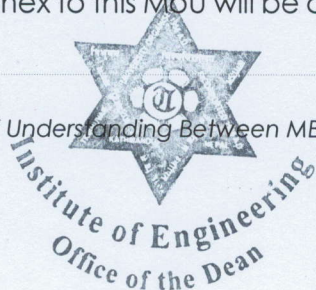
Name: Prof. Rajendra Dhoj Joshi
Designation: President
MBUST
Telephone: 9851065282
Email: rajendra.dhoj.joshi@mbustb.edu.np

Name: Prof. Shashidhar Ram Joshi
Designation: Dean
IOE
Telephone: 9851277860
Email: srjoshi@ioe.edu.np

- 5.3. To carry out activities under this MoU, usual communications shall be made through e-mail/internet and face-to-face meeting between the focal persons will be held as deemed necessary.
- 5.4. Implementation of any subsequent activities, projects and programs pursuant to this MoU, including those involving the transfer of funds between the Parties, will necessitate the formulation and execution of appropriate legal agreements (Letter of Agreement) between the Parties.

Article VI: Special Provisions

- 6.1. Any Annex to this MoU will be considered an integral part of this MoU. References



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to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU, and in case of any inconsistency between an Annex and this MoU, the latter shall prevail.

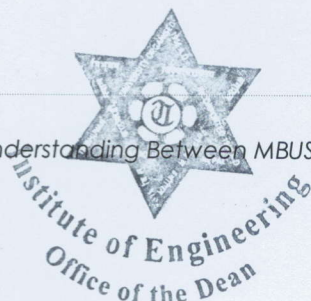
- 6.2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.
- 6.3. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, program, or activity to be carried out under this MoU, the Parties will negotiate and agree on terms of its ownership.
- 6.4. Neither Party shall use the name, logo/emblem or trademarks of the other Party without the prior expressly written approval of the other Party in each case.
- 6.5. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI: Amendment and Termination

- 7.1. This MoU may at any time be amended, in writing and signed by both the Parties and specifically stating the same to be an amendment of the MoU. The modifications shall become part of the MoU from the date on which the amendments were made, unless otherwise agreed to in writing.
- 7.2. This MoU may be terminated by either of the Parties by giving three months prior written notice to the other party with or without assigning any reasons for termination, provided that such termination shall not affect any Supplemental Agreement that may still be in effect at that time between the Parties.
- 7.3. This MoU is not legally binding on either Party. In the event of dispute, the Parties will work together to seek resolution in a friendly and equitable manner. First attempts at resolution shall be made by the focal persons. Subsequent attempts shall be made by executive representatives of the Parties. Should this not lead to satisfactory resolution, and as a last resort, this Agreement can be dissolved by either Party as per Sub-Article 7.2 of Article VI.

Article 8: Entry into Force

This MoU between MBUST and IOE shall enter into force upon signature by the Parties.



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**MOU BETWEEN MBUST AND IOE
FIRST EXCHANGE OF LETTERS
ACCESS TO FACILITIES**

This Exchange of Letters (EOL) has been issued within the framework of the Memorandum of Understanding Signed between Madan Bhandari University of Science and Technology and Institute of Engineering on May 2, 2023. This EOL will be effective from the last date of signing by the parties to the MOU.

1. The faculty and students of MBUST and IOE will have access to each other's facilities such as laboratories, classrooms, conference and other facilities for the purpose of research, teaching training and other joint programs.
2. MBUST will be allowed to operate a liaison office at the IOE at Pulchowk and MBUST will allow the IOE to have an office at the premises of MBUST at Chitlang.
3. MBUST staff will be allowed to use the parking space at the IOE at Pulchowk and IOE staff will be allowed to use the parking space at MBUST at Chitlang.

For Madan Bhandari University of Science and Technology

Rajendra

Prof. Rajendra Dhoj Joshi
President

Date: May 2, 2023

Witnesses

Sudarshan Raj Tiwari

Prof. Sudarshan Raj Tiwari
Member, Board of Trustees
Date: May 2, 2023

For Institute of Engineering

S. Joshi

Prof. Shashidhar Ram Joshi
Dean

Date: May 2, 2023

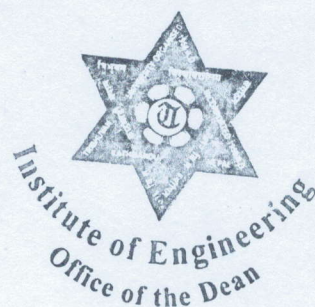
Sushil

Prof. Sushil Bajracharya
Assistant Dean, Planning
Date: May 2, 2023

Rajendra



S. Joshi



MOU BETWEEN MBUST AND IOE
SECOND EXCHANGE OF LETTERS
FACULTY EXCHANGE

This Exchange of Letters (EOL) has been issued within the framework of the Memorandum of Understanding Signed between Madan Bhandari University of Science and Technology and Institute of Engineering on May 2, 2023. This EOL will be effective from the last date of signing by the parties to the MOU.

1. The faculty of IOE may be deputed to MBUST and the faculty of MBUST to IOE on a full-time or part-time basis.
2. The cost of hosting faculty of each other shall be borne by the hosting agency.
3. The details of the terms and conditions of the exchange shall be agreed upon on case by case basis.

For Madan Bhandari University of Science and Technology

Rajendra

Prof. Rajendra Dhoj Joshi
President

Date: May 2, 2023

Witnesses

Sudarshan Raj Tiwari

Prof. Sudarshan Raj Tiwari
Member, Board of Trustees

Date: May 2, 2023

For Institute of Engineering

Shashidhar

Prof. Shashidhar Ram Joshi
Dean

Date: May 2, 2023

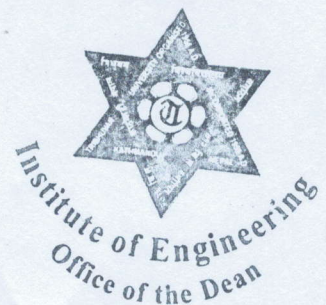
Sushil

Prof. Sushil Bajracharya
Assistant Dean, Planning

Date: May 2, 2023



Shashidhar



Each Party will hold a copy of the signed MoU in the English language and having equal validity.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below

For Madan Bhandari University of Science and Technology

Rajendra

Prof. Rajendra Dhoj Joshi
President
Date: May 2, 2023
Witnesses

Sudarshan Raj Tiwari

Prof. Sudarshan Raj Tiwari
Member, Board of Trustees
Date: May 2, 2023

For Institute of Engineering

Shashidhar

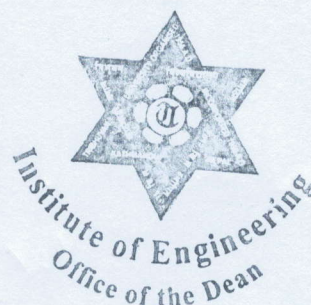
Prof. Shashidhar Ram Joshi
Dean
Date: May 2, 2023

Sushil

Prof. Sushil Bajracharya
Assistant Dean, Planning
Date: May 2, 2023



Rajendra



Shashidhar