

# MEMORANDUM OF UNDERSTANDING

between

**KATHMANDU UNIVERSITY (KU), NEPAL**

and

**Department of Mines and Geology (DMG), Nepal**

In furtherance of their mutual interest in the field of Mining Engineering sector development and contribution to increased cooperation between academic institution and the Government; **Kathmandu University (KU)**, Nepal, being a public institution chartered by the KU Act of Parliament, and the **Department of Mines and Geology (DMG)**, Ministry Of Industry, Commerce & Supplies, Government of Nepal being a government entity established and owned wholly by the Nepal Government; hereby adopt the following Memorandum of Understanding (MoU). This MoU has been made and entered into by and between KU and DMG, hereinafter jointly referred as "the Parties".

## ARTICLE I

The link between the parties involves collaboration between KATHMANDU UNIVERSITY (KU) and DEPARTMENT OF MINES AND GEOLOGY (DMG) in related disciplines.

The two parties shall seek to promote; but not be limited by the followings:

1. Collaboration for utilizing human resources and technical competence for delivering all aspects of engineering services for the Mining Engineering and related sectors.
2. Sharing the services, facilities, and infrastructures available in its disposition and network for the development of Mining Engineering sector.
3. Explore possibilities for future cooperation in professional and R & D in Geo-scientific & mining studies and related development activities for mutual benefits of the parties as well as the researchers, jointly or in the association, at the National and International levels.
4. Interchange of information, knowledge and professional services for institutional development through internship, workshop and training.
5. Cooperation for academic, research and development activities for addressing the technical challenges of Mining Engineering sector.



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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 on but not limited to Geological study, Mine extraction, Mineral characterization, and Processing aspects of the Mining Engineering sector, without any prejudice to prevailing rules & regulations of Government of Nepal & KU.

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

Both parties shall give preference to each other for undertaking the activities within their mutual interest and capacity. 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.

## ARTICLE IV

Unless otherwise informed Head of Civil Engineering Department, Asso. Prof. Shyam Sundar Khadka from KU (sskhadka@ku.edu.np), and Deputy Director General, Mr. Jay Raj Ghimire, (jayrajghimire@dmgnepal.gov.np) from DMG, will act as the Focal Persons and the institutional interface to coordinate the activities at the respective parties and ensure effective communications between the relevant personnel of both parties.

## 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 as above mentioned in ARTICLE II unless otherwise the same has already been in the public domain.

## ARTICLE VI

The Memorandum shall remain in force for a period of 5 years commencing from the date of signing. Necessary reviews and amendments to the Memorandum may be made by mutual consent within 1 month written notice to the other party. Periodic review / evaluation meeting will be held between the parties as and when necessary or at least once in a year.



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Both the KU and DMG 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.

**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 DMG welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above. This MOU is written in English in 2 (two) copies, both are authentic. As written to their consent to this MOU, the appropriate authorities herein provide their signatures in witness of respective parties as on the date and year written herein.

For  
**KATHMANDU UNIVERSITY (KU)**

For  
**DEPARTMENT OF MINES & GEOLOGY (DMG)**

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*[Handwritten signature]*



Prof. Manish Pokharel  
Dean, School of Engineering

Ram Prasad Ghimire  
Director General

Date: *27/13/2080*

Date: *2080-06-28*

Witness:

Witness:

*[Handwritten signature]*

*[Handwritten signature]*  
*2080-06-28*

Asso. Prof. Shyam Sundar Khadka  
Head of Civil Engineering Department

Jay Raj Ghimire  
Deputy Director General

