

Volume 1

**Annex 27b: Copies of the MOUs between
MUSOM and Bio Karnali Ltd. and Karnali Basin
Conversation Foundation.**



Memorandum of Understanding Between

Mid-West University School of Management (MUSOM), Birendranagr, Surkhet, Nepal
and
Bio Karnali Aroma Private Limited, Birendranagar, Surkhet, Nepal

This Agreement has been entered into on November 2nd, 2022 by and between Mid-West University School of Management (MUSOM), a public institution duly incorporated as per the laws of Nepal (hereinafter referred to as "MUSOM") and Bio Karnali Aroma Private Limited (hereafter referred to as BKA), a private company incorporated on the 2 day of May, 2022 pursuant to sub-section (1) of section 5 of the Companies Act, 2006.

(Hereinafter individually referred to as "Party" and jointly as "Parties")

RECITALS

WHEREAS:

1. MUSOM is ready and willing to accept this engagement of service with BKA on the said terms and conditions set forth herein;
2. BKA desires to engage the services of the MUSOM in the context of the program on the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing background recitals, representations and the mutual promises and undertakings set forth herein, the Parties here to agree as follows:

1. Purpose of Agreement:

The main objective of the agreement is to provide entrepreneurship training and enterprise development through a joint project for students of MUSOM and local entrepreneurs under the program being implemented by both the parties.

2. Period of performance

This agreement shall be effective from 2022 to 2027. The agreement may be extended through mutual consent between MUSOM and the BKA based on the progress of completion of the tasks assigned and continuation of program.

3. Scope of Work

BKA hereby engages the MUSOM to provide and perform the services on an enterprise development projects.

4. Duties and Responsibilities

MUSOM

- MUSOM will provide dedicated space for conducting such programs.
- MUSOM will provide facilitators, instructors and coordinators.
- MUSOM will assist in designing and implementation of various plans and strategies.
- MUSOM will share its network for diversification and growth of the incubation program all over Karnali Province.

BKA

- BKA will create a knowledge resource and project plan for MUSOM.
- BKA will create a partnership with various private and non-governmental sectors for the enterprise development and employment of MUSOM graduates and faculty.
- BKA will create calendar events and yearly and year-based plans for enterprise projects.
- BKA will promote collaboration with national and internal level enterprises for joint venture.
- BKA will organize several interaction programs with industry leaders funding agencies and MUSOM.

5. Confidentiality:

- (a) During the course of the engagement, the MUSOM and BKA will have access to confidential information, which may be commercial or private information. It is a condition of this engagement that continues even after termination of the engagement that the MUSOM and BKA will keep such information confidential from those not entitled to.
- (b) Such information may be used only in the course of carrying out both parties' duties and not for personal benefit or for benefit of others not entitled to. By signing this agreement, both parties undertake that parties will not disclose the confidential information to any other person or organization under any circumstances unless it is required by law.

6. Property:

All property of MUSOM and BKA, including documents remains the property of MUSOM and BKA even though they may be under the possession of both parties during performance under agreement. On termination, such property must be returned to MUSOM and BKA respectively. Reports and related data generated through this assignment will be the property of MUSOM and BKA.

7. Termination of Agreement:

This Agreement may be terminated on the following conditions:

- (a) This Agreement shall automatically terminate on the expiry of the duration mentioned in Clause 1 of this Agreement unless extended.
- (b) The Parties may terminate this Agreement through mutual written consent.
- (c) Either Party may terminate this Agreement by providing 15 days advanced written notice to the other.
- (d) Either Party may terminate this Agreement if the other Party does not fulfil their responsibility as per the terms and conditions stipulated in this Agreement.

8. Amendments:

This Agreement may be amended through mutual agreement between both the MUSOM and BKA. Any amendments to this Agreement will be attached as Appendix to this Agreement.

9. Relationship of the Parties

This Agreement can establish any relationship of partnership, joint venture, agency, franchise, or employment between the Parties.

10. Governing Law:

This Agreement, and all transactions contemplated by this Agreement, shall be governed by, construed, and enforced in accordance with the Mid-West university regulations, and laws of Nepal. Both Parties agree that the venue for any of dispute arising under this Agreement shall be Surkhet.

11. Notice

Any notice which may have to be provided by one party to the other shall be sent to the following address:

<p>To MUSOM Name: Dr. Sushil K. Shahi (SS). Address: MUSOM, Surkhet Phone No.: 9858025352 (SS) E-mail: sushilshahi@musom.edu.np</p>	<p>To BKA Name: Rajendra Bista Address: Ward No. 29, Birendranagar, Srkhet, Nepal Phone no.: 9858052924 Email: rajmedichealth@gmail.com</p>
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14. Entire Agreement:


This Agreement, together with its attachments, annexes constitute the entire agreement between the Parties hereto in connection with the works contemplated under this agreement and supersedes all oral or written, prior or current, statements, correspondences, and understandings. By signing this Agreement, the Parties confirm that they have read, understood, accept, and agree to be bound by its terms and conditions.

For and on behalf of MUSOM

For and on behalf of BKA


Signature


Signature

Name: Dr. Sushil K. Shahi
Title: Director, MUSOM
School Seal: 
Date: November 2nd, 2022

Name: Mr. Rajendra Bista
Title: Managing Director
Company Seal:
Date: November 2nd, 2022



Memorandum of Understanding Between

Mid-West University School of Management (MUSOM), Birendranagr, Surkhet, Nepal
and
Karnali Basin Conservation Foundation (KBCF), Kathmandu, Nepal

This Agreement has been entered into on November 14th, 2022 by and between Mid-West University School of Management (MUSOM), a public institution duly incorporated as per the laws of Nepal (hereinafter referred to as "MUSOM")

and

Karnali Basin Conservation Foundation, a nonprofit distributing company duly incorporated as per the laws of Nepal and having its registered office at Ward No. 29, Kathmandu, Nepal (hereinafter referred to as "KBCF").

(Hereinafter individually referred to as "Party" and jointly as "Parties")

RECITALS

WHEREAS:

1. MUSOM is ready and willing to accept this engagement of service with KBCF on the said terms and conditions set forth herein;
2. KBCF desires to engage the services of the MUSOM in the context of the program on the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing background recitals, representations and the mutual promises and undertakings set forth herein, the Parties here to agree as follows:

1. Purpose of Agreement:

The main objective of the agreement is to provide the incubation and acceleration training through a joint project for students of MUSOM and local entrepreneurs under the program being implemented by both the parties.

2. Period of performance

This agreement shall be effective from 2022 to 2026. The agreement may be extended through mutual consent between MUSOM and the KBCF based on the progress of completion of the tasks assigned and continuation of project/program.

3. Scope of Work

KBCF hereby engages the MUSOM to provide and perform the services on an incubation projects.

4. Duties and Responsibilities

MUSOM

- MUSOM will provide dedicated space for conducting such programs.
- MUSOM will provide facilitators, instructors and coordinators.
- MUSOM will assist in designing and implementation of various plans and strategies.
- MUSOM will share its network for diversification and growth of the incubation program all over Karnali Basin Area.

KBCF

- KBCF will create a knowledge resource for MUSOM.
- KBCF will create a partnership with various private and non-governmental sectors for the engagement and employment of MUSOM graduates.
- KBCF will create a partnership to create a robust cloud-based database management system for the management and the students of MUSOM.
- KBCF will create calendar events and yearly and year-based plans for MUSOM.
- KBCF will build relations among MUSOM and International Institutes for higher education and student exchange programs.
- KBCF will organize several interaction programs with industry leaders and MUSOM.

5. Confidentiality:

- (a) During the course of the engagement, the MUSOM and KBCF will have access to confidential information, which may be commercial or private information. It is a condition of this engagement that continues even after termination of the engagement that the MUSOM and KBCF will keep such information confidential from those not entitled to.
- (b) Such information may be used only in the course of carrying out both parties' duties and not for personal benefit or for benefit of others not entitled to. By signing this agreement, both parties undertake that parties will not disclose the confidential information to any other person or organization under any circumstances unless it is required by law.

6. Property:

All property of MUSOM and KBCF, including documents remains the property of MUSOM and KBCF even though they may be under the possession of both parties during performance under agreement. On termination, such property must be returned to MUSOM and KBCF respectively. Reports and related data generated through this assignment will be the property of MUSOM and KBCF.

7. Termination of Agreement:

This Agreement may be terminated on the following conditions:

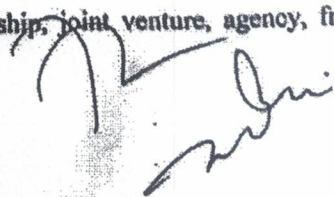
- (a) This Agreement shall automatically terminate on the expiry of the duration mentioned in Clause 1 of this Agreement unless extended.
- (b) The Parties may terminate this Agreement through mutual written consent.
- (c) Either Party may terminate this Agreement by providing 15 days advanced written notice to the other.
- (d) Either Party may terminate this Agreement if the other Party does not fulfil their responsibility as per the terms and conditions stipulated in this Agreement.

8. Amendments:

This Agreement may be amended through mutual agreement between both the MUSOM and KBCF. Any amendments to this Agreement will be attached as Appendix to this Agreement.

9. Relationship of the Parties

This Agreement can establish any relationship of partnership, joint venture, agency, franchise, or employment between the Parties.

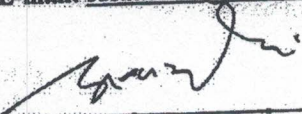
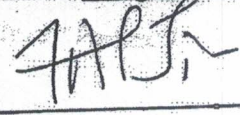


10. Governing Law:

This Agreement, and all transactions contemplated by this Agreement, shall be governed by, construed, and enforced in accordance with the Mid-West university regulations, and laws of Nepal. Both Parties agree that the venue for any of dispute arising under this Agreement shall be Kathmandu.

11. Notice

Any notice which may have to be provided by one party to the other shall be sent to the following address:

<p>To MUSOM Name: Dr. Sushil K. Shahi (SS) Address: MUSOM, Surkhet Phone No.: 9858025352 (SS) E-mail: sushilshahi@musom.edu.np</p> 	<p>To KBCF Name: Ashutosh Tiwari (AT) Address: Ward No. 29, Kathmandu, Nepal. Phone no.: 9849-51074325 (AT) Email: ashu@dsvadvisors.com</p> 
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14. Entire Agreement:

This Agreement, together with its attachments, annexes constitute the entire agreement between the Parties hereto in connection with the works contemplated under this agreement and supersedes all oral or written, prior or current, statements, correspondences, and understandings. By signing this Agreement, the Parties confirm that they have read, understood, accept, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first mentioned above in two original sets and have exchanged one to each other.

For and on behalf of MUSOM

For and on behalf of KBCF

Signature



Name: Rishi Khanal
Title: DRIE, MUSOM
School Seal:

Date:



Signature



Name: Gaurav Devkota
Title: Chief of Foundation
Company Seal:

Date: