



MEMORANDUM OF UNDERSTANDING

Concluded between:

Yasodhara Bouda Secondary School, Thaina, Patan, Nepal

Represented by: Ramila Shakya

(Hereinafter also referred to as Yasodhara School Management Committee)

and

METCENAS, Methodology Centre for Environment Assessment, o.p.s.
Tleskačova 1329/16, 232 00 Plzeň, Czech Republic

Represented by: RNDr. Zuzana Boukalová, Director
(Hereinafter also referred to as METCENAS)

(Hereinafter in common also referred to as “the signatories”)



WHEREAS: Parties wish to establish mutual cooperation in the fields of education, training, joint projects and development of both parties;

Parties agree as follows:

Responsibilities of the Parties

Yasodhara School Management Committee will

- 1) Explore possibilities on how the METCENAS could contribute for the purposes and under the conditions specified in this MoU.
- 2) Explore the educational and training activities & programmes for the joint cooperation.
- 3) Organise the monitoring related to the topics specified in this MoU.
- 4) Identify the potential development programmes for the joint cooperation.
- 5) Report all the activities organised under this MoU, with main focus on the results of the small development and training projects, financed by METCENAS under individual Cooperation Agreements.
- 6) Participate in the joint projects and bilateral visits if relevant.

METCENAS will

- 1) Organise the preparation of the relevant projects and training activities.
- 2) Identify the potential programmes for the joint cooperation.
- 3) Organise the bilateral meetings or exchanges if relevant.
- 4) Initiate and finance the small development and / or training projects agreed upon the individual Contract Agreements.
- 5) Comment and disseminate the reporting by Yasodhara School Management Committee.

Working Methods



- 1) The signatories agree to use gained knowledge, information and mutual cooperation outcomes mainly for specific development and training work, including scientific publishing and policy support if relevant.
- 2) The signatories will jointly explore opportunities for further mutually beneficial twinning, research and practical cooperation with particular attention to the national and/or international programmes supporting the education of the students and young children.
- 3) Prospective data may be disclosed to third parties, mainly for scientific and dissemination purposes. Any use for commercial results will be conditional upon the prior written explicit consent of the respective holder of intellectual property.
- 4) The activities under this MoU will be organised under the individual Cooperation Agreements.

Financing and operations

- 1) Cooperation shall be funded on project basis with funds drawn from international or national projects and initiatives.
- 2) The signatories will explore possibilities on how to participate in projects supporting the purpose of this MoU.
- 3) Nothing in this MoU shall obligate either the Yasodhara School Management Committee or METCENAS to transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the parties will require execution of separate Cooperation Agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

Establishment of Responsibility

- 1) This MoU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural enforceable at law or equity, by a party against Yasodhara School Management Committee, METCENAS, officers, or any person.



- 2) This instrument in no way restricts Yasodhara School Management Committee or METCENAS from participating in similar activities with other public or private agencies, organizations, and individuals.

Concluding Statements

- 1) This MoU comes into force on the date of its signing by the signatories.
- 2) This MoU is concluded for an initial starting period of fifth (5) years. It may be extended by mutual written agreement of the signatories.
- 3) This MoU is drawn up in two (2) copies, each with a validity of the original. The signatories to this MoU will receive one copy each.
- 4) Any amendments to this MoU may be supplemented only in writing after successive numbered additions.
- 5) The signatories to this MoU declare that they are acquainted with the contents of this MoU and they confirm that the content and purposes of this MoU correspond to their will.
- 6) This MoU is issued in the English language.
- 7) Any dispute etc. will be resolved amicably between the signatories. Recourse to the courts is explicitly excluded.
- 8) The signatories declare each of them one point of contact to establish their cooperation under this MoU.

Ramila Shakya, Principal
Yasodhara Bouda Secondary School

RNDr. Zuzana Boukalová
Director of METCENAS

Patan, Nepal

8th Sep 015

PLACE, DATE

Stamp of Institution



Patan, Nepal

8.9.2015

PLACE, DATE

Stamp of Institution

