

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
NEPAL ENGINEERING COLLEGE (*nec*)
AND
LOCAL ROADS BRIDGE SUPPORT UNIT (LRBSU)

1. BACKGROUND

This MEMORANDUM OF UNDERSTANDING (herein referred as MOU) is signed between the Nepal Engineering College (herein referred as NEC) and LOCAL ROADS BRIDGE SUPPORT UNIT, Manbhawan, Lalitpur (hereinafter referred as LRBSU) for Design of bridges as elective course and project work of Bachelor and Master in Civil Engineering Courses.

Nepal Engineering College, popularly known as *nec*, was established as a nonprofit institution under private sector initiative. The foundation of *nec* was laid by a group of visionary Nepalese professionals and academicians who realized the need of an institution serving the educational needs of the country in the areas of engineering and technology for accelerated economic growth, reaching a wider section of Nepalese students and making the quality technical education accessible and affordable to the masses. *nec* is committed to training its long earned reputation of "an institution with concerns for quality education and academic freedom" again an example set for others to follow. Since inception, *nec* has been constantly engaged in designing, upgrading and standardizing the academic curricula and offering Bachelor and Masters level courses in engineering, technology and allied disciplines. *nec* intends to continue with this initiative, offering more innovative and applied courses in the established and emerging areas in the days to come.

Local Roads Bridge Programme is being executed by DoLIDAR/ MoFALD with the support and Technical Assistance from Swiss Agency for Development and Cooperation (SDC). There are strong connections between poverty and access to economic and social services. Lack of access (without motorable bridges) is a serious constraint for economic and social development, incurring huge economic costs (cost of travel, health cost and inflated prices of commodities) for people.

The Government (GoN), Ministry of Federal Affairs and Local Development (MoFALD) has given priority to improve access, by building roads and bridges connecting them. The main goal of Local Roads Bridge Programme (LRBP) is "People in the programme districts have improved livelihoods", and expected outcomes are: 1) People have improved access to services and opportunities and 2) National and local institutions adopt appropriate local bridge strategy. LRBSU is the support unit to DoLIDAR and DDC/DTO's for all bridge projects under LRBP.

2. PURPOSE

The purpose of this MOU is to establish a framework of collaboration between *nec* and LRBSU for introducing and strengthening bridge design courses through inclusion in

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academic curriculum (Bachelor and Master degree), research and exposure visits. This will help to supply the need of experienced and competent engineers in the field of bridge design and construction within the country.

3. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

As stated in the programme document's Component 2: "Generate Knowledge and Technological Transfers", LRBSU is interested on collaboration with Universities and Technical Institutes for introducing Bridge Design Courses in Bachelor and Master Degree curriculum. LRBSU is also interested in promoting research work, project work and extensive study tours to the bridge sites for the students. These activities will support to develop the competent future engineers within the country so that appropriate bridge types will be recommended and appropriate technology/methodology will be used for the bridge construction.

nec stands for producing qualified and skilled technical manpower who can deal with the engineering technology of the 21st century in the national and as well as in the world. Currently, LRBP is looking for a number of engineers who can handle the LRBP projects in Nepal. Thus the role of *nec* as a human resource producer and LRBP's role as a potential employer of human resources for its development activities complement each other, and create an area of mutual interest. In this circumstance, both *nec* and LRBP have agree to jointly work together to serve the nations in a systematic manner.

4. DURATION OF MOU

- This MOU comes into an effect after signing by both parties and will remain valid for 2 years unless any of the party does not show interest for continuation.
- Any changes if required in this period because of the unavoidable circumstances will be mutually agreed and signed.

5. RESPONSIBILITY OF LRBSU

Following shall be the responsibility of LRBSU:

- Facilitate the curriculum development process (Bachelor and Master Degree) by representing/taking part in the curriculum development committee, making available its documents /knowledge, products and sharing its experience.
- Provide technical and financial support to the college to carry out project work and curriculum development (design of bridge course) activities
- Organize or support to organize training/orientation programme on bridge design courses for the students/faculties of the department and facilitate such events
- Organize or support to organize the exposure visit for the faculty/ students of the department to its project sites for better understanding of the technology
- Facilitate the academic research and project works.
- Provide internship opportunity to the students of the college wherever possible.

6. RESPONSIBILITY OF *nec*

Following shall be the responsibility of *nec*:

- Design elective courses on bridge engineering for Master and Bachelor Degree, in consultation with LRBP and implement the course.

LRBP

nec

- Offer project works on bridge design for final year students in Bachelor level and thesis on bridge design in M.Sc. level and special study in M.Sc. in Transportation Engineering and Management.
- Conduct guest lecturers related with motorable bridge design and construction at *nec*. The resource persons for the guest lectures will be selected by mutual discussion.
- Prepare training materials and conduct a series of trainings on different aspects of planning, designing, operation and maintenance of bridges, targeted to middle level and higher level technical human resources of Nepal in collaboration with LRBP. Such training programme will be conducted at different locations of Nepal.
- Prepare and distribute basic and user friendly guidelines and/or manuals of designing motorable bridges to stakeholders/institutes, for local roads, in collaboration with LRBP.
- Provide human resource, hall and presentation materials for joint activities.
- Provide an original and a soft copy of each project report, thesis and other joint activities of *nec* and LRBP to LRBP

7. FINANCIAL ARRANGEMENT:

- LRBSU will provide meeting allowance to the curriculum development committee members as per its rule, on the meeting day.
- LRBSU will consider providing financial support to the college for training /research/exposure visit for the student during the MOU period. However, the support and the amount will subject to the availability of the fund.
- The activities (including cost) will be finalized on mutual consensus before their implementation.

8. MONITORING AND EVALUATION

- Both the parties: *nec* and LRBSU will be responsible for the monitoring and evaluation of the progress under this MoU;
- The review meeting will be held as and when necessary or at least once in 6 months.

9. MODIFICATIONS TO THE TERMS DESCRIBED BY THE MOU

- Both parties agree to review and update the MoU as per need.
- This MOU can be amended through mutual understanding with a written note signed by both parties. Such amendment forms integral part of this MOU.
- This MOU is governed by the law applicable in Nepal.

10. ARBITRATION

In the event of any disputes or differences arising thereof during the implementation of this MOU, both parties will bring the disputes to their highest authority at first and seek for mutually agreeable way outs. If attempts at negotiation fail, both parties agree to submit their position for arbitration by a third party acceptable to both signatories of the MoU. The decision rendered in this arbitration shall constitute final adjudication of the disagreement.

11. TERMINATION

This agreement may be terminated at any time by mutual agreement or if one or both parties are in breach of the agreed terms of the MoU. Either party may terminate this agreement by giving the other party one month prior notice in written of the intention to do so if either party doesn't fulfill their responsibilities as stated above.

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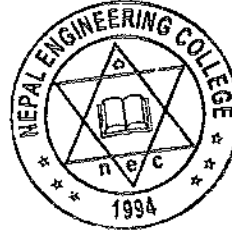
12. FORCES MAJEURE


If the performance of this MoU should be rendered wholly or substantially impossible or is otherwise frustrated by forces majeure - any event beyond the reasonable control of the party so affected – then the party shall immediately notify the other party in writing. As from that date the obligations of both parties under this MoU will be immediately suspended pending renegotiation at the earliest possible opportunity.

On behalf of LRBSU


On behalf of Civil Department


 (Paul Kurmann)
 CTA/Team Leader
 LRBSU

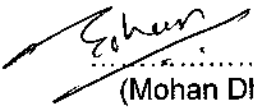



 (Prof. Shobha Kant Dev)
 Principal
 Nepal Engineering College

Witness


 (Chuman Babu Shrestha)
 Capacity Building Specialist
 LRBSU

Witness


 (Mohan Dhoja KC)
 Asst. Professor
 nec

Signed on: 2070/04/28

2013/08/12

For Project work: one group will consist of 5 to 6 numbers students

SN	Particulars	Number of groups	Rate	Remarks
1.	Preparatory training if recommended by Department/experts	Will be decided on the basis of mutual understanding between Civil Department and LRBSU	20,000/group	At cost to Maximum as mentioned (STADD Pro. or SAP for 25 - 30 hours)
2.	Site Visit			
2.1	Lodging (5 days)		300/person/day	At cost to Maximum as mentioned
2.2	Fooding (5 days)		400/person/day	
2.3	Transportation @ Rs. 25,000 for a team		25,000/group	At cost to Maximum as mentioned