

**Annex - 4****MEMORANDUM OF UNDERSTANDING (MoU)**

between  
Nepal Telecommunications Authority  
and  
**National NGO**  
and  
World Computer Exchange, USA  
and  
Computer Aid International, UK

This Memorandum of Understanding (MoU) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between Nepal Telecommunications Authority, hereinafter referred to as "NTA", Telecommunications regulatory authority and existing under the prevalent laws of Nepal having its Head Office at Baluwatar, Kathmandu; National NGO, hereinafter referred to as "NATIONAL NGO", an NGO existing under the prevalent laws of Nepal having its office in \_\_\_\_\_, Kathmandu, Nepal; World Computer Exchange, Inc., hereinafter referred to as "WCE" having its office in \_\_\_\_\_, an International Non-Governmental Organization (INGO) existing under the prevalent laws of the United States of America; and Computer Aid International, hereinafter referred to as "CAI", an International Non-Governmental Organization having its office in \_\_\_\_\_ and existing under the prevalent laws of the United Kingdom

(hereinafter referred jointly as "Parties")

Whereas NTA is the telecommunications regulatory authority of His Majesty's Government of Nepal,

Whereas NATIONAL NGO is working in various sectors of social development and is committed and is working in bringing computer and information and communication technology education to rural schools and communities in Nepal,

Whereas WCE has been cooperating with NATIONAL NGO in bringing computer and information technology education to the schools in rural schools and communities in Nepal for last three years,

Whereas CAI has been cooperating with NATIONAL NGO in bringing computer and information technology education to the schools in rural schools and communities in Nepal for last three years,

**Now therefore**, in consideration of the premises and mutual covenants herein set forth the Parties have reached the following understanding:

## 1. Purpose of the MoU

The Parties acknowledge and agree that the purpose of this Memorandum of Understanding (MoU) is to establish the basis for the implementation of the Computer and Internet for Schools project with the purpose providing computers and Internet in schools, herein after referred to as 'ICTs', initially to government secondary schools (aided and unaided) in the Kingdom of Nepal

## 2. Division of work and responsibility

Without prejudice of the purpose as mentioned in article 1 above, the scope of work and responsibility shall be shared as follows and as conceptually illustrated in Appendix 1:

NTA is responsible for:

- (a) Coordinating, managing and providing guidance to the three main components
  - i. **Technical:** the communication and the Internet related infrastructure development and support
  - ii. **Management:** setting up of the national project coordination body to facilitate the training, technology access and infrastructure
  - iii. **Financial:** Partial funding of the ICTs project with respect to sourcing and administrative cost and shipping cost of the computers to be made available to NATIONAL NGO by WCE and CAI that needs to be sent to WCE and CAI overseas in accordance with time schedule. NTA will also provide the cost of one year Internet access for schools.

### (b) XXXXX

NATIONAL NGO is responsible for implementing the Computer and Internet for Schools project including:

- i. Selecting schools for the project with the help of District Education Offices concerned.
- ii. Obtaining the required contribution of schools needed for the project.
- iii. Establishing relations with local NGOs or private entrepreneur for implementation of the project as the purpose of the project is also to develop local capability for implementation of ICT projects.
- iv. Providing training to teachers.
- v. Helping schools to set up appropriate infrastructure for ICTs project.
- vi. Doing all necessary work for receiving computers and equipment from WCE and CAI including transportation.
- vii. Arranging any locals purchases needed to manage the project.
- viii. Arranging for delivery of computers and equipment to the schools included in the project in each year of the project.
- ix. Work on things as specified in the Computer and Internet for Schools project proposal.
- x. Provide quarterly progress report to NTA and if necessary to WCE and CAI.
- xi. Provide completion report of the project to NTA.
- xii. Doing all necessary arrangement for reporting, follow up and monitoring of the project and to ensure the use of computers and equipment in the schools in rural

areas for the designated purpose for two years after the installation of the computers in the schools.

- xiii. Provide annual report as to how computers are being used by the schools for two years after the completion of the project.

WCE is responsible for:

- i. Collect minimum Pentium III (P3) level computers, equipment and peripherals in coordination with CAI and arrange for shipping to NATIONAL NGO as scheduled and agreed between parties
- ii. Work on things as specified in the Appendix XXXXX of this MoU

CAI is responsible for:

- i. Collect minimum Pentium III (P3) level computers, equipment and peripherals in coordination with WCE and arrange for shipping to NATIONAL NGO as scheduled and agreed between parties
- ii. Work on things as specified in the Appendix ~~XXXXX~~ of this MoU

All the parties are responsible to jointly ensure the integration of the components together for the successful implementation of the ICTs project. This role will be exercised at the Steering Committee level which will be represented by all organizations involved and through the promotion of synergy between the staff of these organisations.

### 3. Confidentiality:

The Parties acknowledge and agree that any financial and other information and data provided by the parties under this MoU shall be considered to be Confidential Information and that the Party receiving the Confidential Information shall not, at any time, directly or indirectly, disclose such Confidential Information to any person or party or use such Confidential Information internally in a manner other than in pursuit of the objective of this MoU.

No such Confidential Information shall be disclosed to a third party without the written authorisation of the Party providing such Confidential Information, except for the sole purpose of procuring supplies and sub-contracting related to the ICTs project.

### 4. Settlement of Disputes:

Any disputes or difference under or in connection with this MoU shall be settled by mutual discussions between the Parties.

### 5. Applicable Law:

This MoU shall be construed and governed by the Laws of Nepal.

### 6. Validity and Termination:

- (a) This MoU shall come into effect upon the signing by the Parties of this MoU and from the date of signature it shall be valid until the end of the ICTs project.

- (b) This MoU may be terminated on the following grounds:  
If any of the Parties intend to terminate this MoU it may be terminated by giving one month's prior notice to the other Party. However, if any liability is created mutually within the validity period of this MoU, the Party terminating the MoU shall bear its share of such liability.

## 7. Attachments

The following appendices shall be taken as attachments of this MoU.

1. ICTs project proposal including equipment shipping schedule
2. Any other document which parties may feel necessary at the time of signing.

For and behalf of	For and behalf of	For and behalf of	For and behalf of
<b>NTA</b>	<b>NATIONAL NGO</b>	<b>WCE</b>	<b>CAI</b>
Signature	Signature	Signature	Signature
Name:	Name:	Name:	Name:
Designation:	Designation:	Designation:	Designation:
Date:	Date:	Date:	Date: