

Annex - 5

MEMORANDUM OF Understanding (MoU)
BETWEEN
NEPAL TELECOMMUNICATION AUTHORITY
AND
NEPAL INTERNET EXCHANGE nPIX (ISPAN))

This Memorandum of Understanding (MoU) is entered into on thisth day of 2005 between **NEPAL TELECOMMUNICATION AUTHORITY** hereinafter referred to as "NTA" and **The Nepal Internet Exchange an Association of ISP's organised for the specific purpose of building and managing Internet Exchanges within the country** hereinafter referred to as "**nPIX (ISPAN)**"

WHEREAS the nPIX (ISPAN) and NTA jointly wish to establish regional Internet switching capability as an important part of building National Internet Infrastructure to facilitate Internet service expansion through out the country, Whereas NTA is also desirous of increasing the ICT access to rural and peri-urban areas of Nepal through Establishment of cybercafes in DHQs and telecentres in Rural Market Centres under Telecommunication Sector Reform Project (TSRP) with the proceed from IDA Credit ___, and nPIX (ISPAN) has already played the lead role in building Nepal Internet Exchange and has gained valuable experience in establishing Internet exchange facility and managing the peering of ISPs and training the ISPs in peering (interconnecting ISPs through the Internet exchange).

NOW THEREFORE, it is hereby agreed by both the parties hereto as follows:

Common Objective

1. The common objective of signing MoU shall be the joint implementation of regional Internet exchange facilities as a component of Pilot Project designed by the study PS-4 commissioned under the TSRP. The joint implementation will contribute to the building of robust Internet infrastructure in the expansion of the Internet service throughout the country.

Responsibility of nPIX (ISPAN)

2. nPIX (ISPAN) will use bidding documents acceptable to NTA and the World Bank (this could be NCB document to be used in the application of IDA credit for the purchase of the Equipment)
3. nPIX (ISPAN) will procure the services for installing equipment in transparent way.
4. nPIX (ISPAN) will also procure training services, in a transparent manner, for training of the small ISPs to build up their knowledge in peering of ISP through Internet exchange.
5. NTA will submit monthly progress report to NTA after signing of this MoU.
6. nPIX (ISPAN) will provide to NTA the copies of installation commissioning certificates and completion report of all the facilities and training conducted at the end of the project.

Responsibility of NTA

7. NTA will disburse the payments in the amounts due as per contract between nPIX (ISPAN) and the Suppliers of equipment and services on the basis of request letter of nPIX (ISPAN).
8. NTA will monitor the progress of the project on monthly basis.

DONE in Kathmandu by the duly authorized representatives of the parties on the date first above mentioned.

Signed for and on behalf of NTA:

Name : Mr. Suresh Kumar Pudasaini
Designation : Chairman
Address : NTA office, Baluwatar, Kathmandu
Signature :

Signed for and on behalf of nPIX (ISPAN):

Name : Mr. Raghav Upadhyay
Designation : Executive Director of nPIX (ISPAN)
Address : nPIX (ISPAN) office,
Signature :
2005

Date:,