

## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and entered into this 31<sup>st</sup> day of October, 2007 by and between European Economic Chamber of trade, Commerce and Industry-Nepal and London Chamber of Commerce herein after referred to as EEC-Nepal and LCCI respectively.

Whereas, the parties have accepted in principle to work together as partners to implement "Enhancing the Capacity of Intermediary Business Organizations in Nepal" ECIBON (Contract No : ASIE/2007/133-329) funded by the European Union under Asia Invest Program; and

Whereas, the Parties wish to enter into a partnership to define their respective roles and responsibilities to meet the project objectives successfully.

Now Therefore, for good and valuable consideration the signatories below hereby enter into this MOU for Partnership Agreement on behalf of themselves, successors and assigns, and set forth following terms and conditions as constituting the Partnership Agreement in its entirety.

1. The partnership shall go by the following name: ECIBON Partners.
2. The partnership's principle place of business shall be in Kathmandu, Nepal.
3. The partnership composition shall be as follows.
  - a. European Economic Chamber of trade, Commerce and Industry (EEC)-Nepal.
  - b. Federation of National Cottage and Small Industries Nepal (FNCSIN), Nepal.
  - c. Chamber of Commerce and Industry of Southern Sweden (CCISS), Sweden.
  - d. London Chamber of Commerce and Industry (LCCI), Great Britain.
  - e. The Danish Federation of Small and Medium-Sized Enterprises (DFSME), Denmark.
4. European Economic Chamber of Trade, Commerce and Industry (EEC)-Nepal will lead and implement the project through necessary assistance from above mentioned partners.
5. The first day that the partnership shall commence business from 1<sup>st</sup> of September, 2007 and will continue until the project is successfully implemented or until forced cease its operations by law.

6. The activities mentioned below will be supported by LCCI through its personnel A, B and C mentioned in the project document. The partnership's operations shall be primarily in the following activities as per the attached project document:
  - a. Seminar on 'Doing Business with the EU and particularly Great Britain. Person C will be involved in this seminar for 11 days for training and Person A and B will be involved for 1 day each for preparatory works. Seminar will be given by LCCI in Kathmandu, Nepal for 4 days in May 2008. (Ref activities number 1.1.1)
  - b. Assessment on three target sub-sectors of trade between Nepal and the EU. This assessment will be carried out in Nepal, Denmark, Sweden and the United Kingdom. The study will take 5 days involvement of Person B on April, May and June 2008. (Ref activities number 2.1.1.)
  - c. General assessment of trade related procedures and requirements with specific reference to trade between Nepal and the EU partner to be jointly carried out by project partners. The research will take 5 days involvement of Person C on August, September and October 2008. (Ref activities number 2.1.2)
  - d. Determination of the system to exchange business information between Nepali IBOs and European partners. The study will take 2 days of person B on November, December 2008 and January, February 2009 (Ref activities number 2.2.1.)
  - e. Training of Trainers course to Nepalese IBOs on trade promotion services aimed at the EU market will be facilitated by LCCI. Person B and C will conduct the training in London. Their involvement is 9.5 days and 1 day respectively on January 2009. (Ref activities number 1.1.7.)
  - f. Business meeting in Europe between Nepalese partners and EU partners for international kick-off, further introduction and more detailed planning of project on October 2007 at LCCI. Person C for 1 day and Person B for 2 days will be involved to facilitate the program. (Ref activities number 3.2.1.)
  - g. Determine and sign Memorandum of Understanding (MoU's) for cooperation between European partners and EEC-Nepal on October 2007. The signing of MoU will be taken place during end of October 2007. Person C will be involved for one day to sign the MoU. (Ref activities number 3.2.2.)
  - h. Business meeting in Copenhagan, Denmark at DFSME for closure of the project agrees on future cooperation and evaluate the process and the results of the project in


October 2009. Person C and B will be engaged one day and two days respectively to facilitate the program. (Ref activities number 3.2.3.)

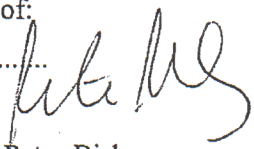
- i. Preparation of first annual EU Trade Report by EEC-Nepal –With support of European and Nepalese IBOs-for Nepalese IBOs and their members. Person B will involve 2 days to prepare an article on May. June and July 2009. (Ref activities number 2.2.3.)
  - j. Person B will be involved 4 days for overall project reporting work.
7. For executing the above activities Person A, B and C will receive unit fees rate of € 186.00, € 243.00 and € 580.00 per working day respectively and reimbursable (as per actual) up on the limit of the budget as per the contract document between the European Union and EEC-Nepal.
  8. Control and Management of the partnership shall be on the shoulders of EEC Nepal.
  9. Both parties will work together to meet the objectives of the project with in the stipulated time mentioned in the contract document.
  10. LCCI will submit report of the activities as per mentioned time in the revised action plan to EEC-Nepal. EEC-Nepal will provide the reporting format as mentioned in the signed contract document to all partners.
  11. Revised action plan, Project activity and allocated budget and Administrative organization finalized and signed by the participants of the kick off meeting are the Integral part or annexes to the signed MoU
  12. Upon completion of the project the partnership will be promptly liquidated.
  13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the arbitration Rules of :
    - 13.1 International Chamber of Commerce (ICC)- Nepal
    - 13.2 The parties shall do every thing possible to settle any dispute amicably arising between them during implementation of this contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. A party must reply to a request for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicably settlement has not produced agreement within 120 days of the first request, each party may notify the other that it considers the procedure to have failed.

- 13.3 In the event of failure to reach amicable agreement, the dispute may be common agreement of the parties be submitted to the conciliation of the European Commission if it is not the contracting authority. If no settlement is reached within 120 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.
- 13.4 In the event of failure of the above procedures, each party may submit the dispute to the courts of the contracting Authority, or to the Brussels courts where the contracting Authority is the European Commission.

IN WITNESS WHEREOF, The parties have executed this MOU as of the day and year first above set forth.

On Behalf of:   
.....  
Signature  
Name : Ditya Mani Rajbhandari  
Designation : President  
European Economic Chamber (EEC)-Nepal  
  
535/30 Kalikamarg, Dilly Bazar  
PO Box : 8975, EPC 5412  
Kathmandu, Nepal.

Witness :   
PRAVATKAR RANA  
PROJECT MANAGER  
ECIBON PROJECT.

On Behalf of:  
.....  
Signature   
Name: Mr. Peter Bishop  
Designation: Deputy Chief Executive  
London Chamber of Commerce  
and Industry (LCCI)  
33 Queen street, London  
EC4R 1AP  
England, the United Kingdom

Witness :  
