



Preliminary Memorandum of Understanding (MOU)

Between

Non Resident Nepali Association (NRNA)/Agriculture Promotion committee (APC) and Institute of Rubber and Jatropha Research-Nepal (IRJR-N), USA.

This MoU is made between Non Resident Nepali Association, hereinafter referred as NRNA and Institute of Rubber and Jatropha Research- Nepal, hereinafter referred to as IRJR Nepal. This document is being signed on the date 11 December 2018 and will be effective immediately when signed by all parties. Namely NRNA/APC and IRJR-N.

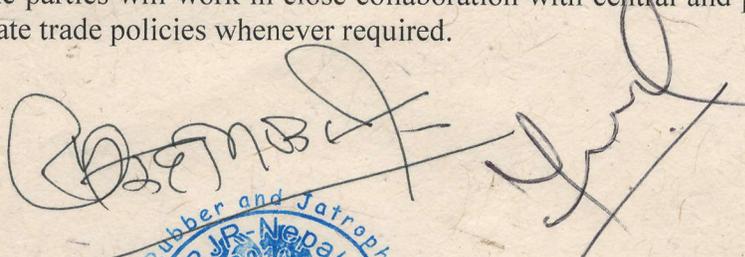
Objective of the MOU

The general purpose of this MOU is to facilitate Rubber research, development & extension and to promote other joint activities amongst the two parties involved.

Background of the MOU

According to the different feasibility studies and pilot projects conducted by Gorakhkali Rubber Udyog Ltd. and Sudha Falras Private Ltd., together with the Department of Agricultural surveys in Nepal, more than 15,000 hectares of marginal productivity areas are potential for commercial rubber farming in Jhapa, Morang, Sunsari and lower parts of Ilam districts. As a high value cash crop, value-added enterprises, and demanding domestic market, Nepal needs more than 12,000 metric ton of raw material and rubber related consumption if the rubber industries are allowed to run full scale. Thus, to promote the potential of rubber commercial farming in Nepal and its export of surplus and commercialization in the globe, FNCCI/AEC, NRNA and IRJR Nepal have entered into this agreement.

Survey reports of Indian Rubber Board Expert team (1994) and Department of Agriculture, National Industrial Crop Development Program, Harihar Bhawan, Lalitpur (2012) indicate that the rubber plantation in the eastern Nepal have the prospects of generating more than 15,000 direct jobs and contribute significantly towards poverty alleviation. The objective of this MOU is to facilitate cooperation among the Government and Non-Government Organizations, commodity association members of FNCCI, farmers association, manufacturers, exporters, bank and financial institutions including insurance companies and Research Centers, industries, exporters involved in the field of rubber in policy formulation, developing business partnerships and successful ventures in the field of rubber cultivation and processing. The object is to help create buy back arrangements, easy financing, technology improvement and overall promotion of the rubber sector in the country. The parties will work in close collaboration with central and province government in order to formulate trade policies whenever required.






Description of Parties under MOU

Non-Resident Nepali Association (NRNA) was established with the purpose of uniting and binding the Nepali Diaspora on 11 October, 2003. In the course of completing 15 years of its existence NRNA has developed into a non-governmental global organization and a network of Nepali origin by establishing National Coordination Council (NCC) in 79 countries to represent its interests, concerns and commitments. It is the duty and responsibility of every nation to promote, represent and safe guard the welfare of its nationals or people of its origin having foreign nationality and this will ultimately be in the interest of the nation. The network of Nepali Diaspora represented by NRNA has developed itself into a formidable force that represents Nepali interest globally. Keeping all these in mind, the Government of Nepal has given legal status to Nepali Diaspora by promulgating Non-Resident Nepali Act 2064. For practical purposes Nepali citizens living outside South Asian Association for Regional Cooperation (SAARC) member countries or People of Nepali Origin (PNO) holding foreign nationality of countries other than SAARC nations are considered as NRNs.

IRJR-Nepal is an INGO registered in the United States, Department of Treasury with special expertise in nursery establishment, plantation technique, rubber tapping, processing and marketing, establishing partnership with technical cooperation. IRJR-Nepal is administered by its Executive Director who is a broadly qualified and an experienced Natural Rubber Expert.

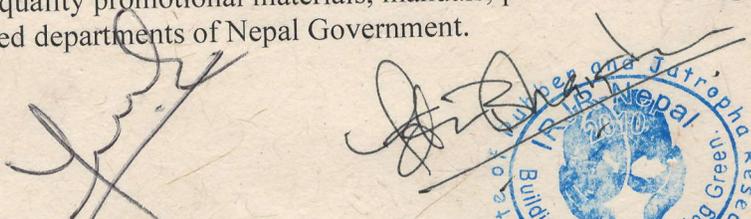
TERMS AND CONDITIONS

Article 1: Obligation of NRNA

1. NRNA shall mobilize the diaspora Nepalese expertise in the field to work for technology transfer
2. NRNA shall work to promote business opportunities in the rubber related fields among potential NRN investors.
3. The NRNA shall jointly lobby with the government for support and subsidy to the rubber farming
4. NRNA shall work to mobilize resources to promote rubber farming and rubber industry in Nepal
5. NRNA shall work to mobilize technical, financial and other support from international community for the rubber related businesses
6. NRNA shall work to identify potential sources of finance, technology and other inputs for rubber farming in Nepal
7. NRNA shall popularize the rubber farming using its network
8. NRNA shall support in generating finance for rubber related business

Article 2: Obligation of IRJR-Nepal

1. IRJR-N will produce quality promotional materials, manuals, posters and reading materials with helps of concerned departments of Nepal Government.





2. IRJR-N will be responsible to oversee the activities including nursery establishment, rubber plantation technique, insect and disease control, and improved processing of rubber and quality control.
3. IRJR-N will be responsible to provide technical training to farmers, beneficiaries, local government technical employee, forestry user group members, Co-operative members, private companies and ministries and department, technical personnel on rubber plantation and technology.
4. IRJR-N in coordination with province no 1, ministries team, PM Agriculture modernization project and local authorities to help them and farmers prepare a business plan and quality grade testing.
5. IRJR-N will focus on technology transfer on rubber technology to Nepal.
6. For local community mobilization, local chambers of commerce and industries will be given the first priority by IRJR-N.
7. IRJR-N will lead technical project and will be responsible for project's technical authority.
8. IRJR-N will be responsible for rubber trial, demonstration, research, development and marketing aspect.
9. IRJR-N will be responsible in coordinating with National Agriculture Research Council, Cooperatives, FECOFUN, RRI-CATAS, Rubber Board India, Rubber Board Malaysia, International Rubber Research and Development Board, other Government Board, Institution and concerned Stake holders for the technical concerns.

The agreement will be in effect from the date of signature and valid up to the period of next MOU.

Article 3: General

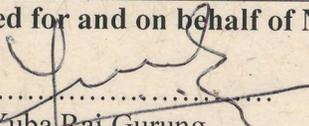
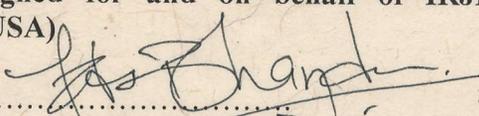
1. The parties will review the effectiveness of the MoU after the second year and every four years beginning in 2022 and make modifications to adequately address the purpose of this MoU.
2. The parties will work in partnership to promote the MoU, and its benefits to the project and community, in discussions with other resource management agencies, adjoining property owner, land developers, governments, elected officials, non-governmental organizations, and the general public.
3. In the event that a party no longer approves implementation of any of the provisions referenced in this MoU, the individual party agrees to promptly confer to determine what, if any, modifications to this MoU should be made to address the issue(s) of concern.
4. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MoU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MoU until and unless specifically stated.

Article 4: Termination

The MoU will be terminated, In the event that a party no longer desires to be a part of this MoU or any modification(s), then the individual party in their sole discretion may terminate their relationship within this MoU. Written notice with proper reason must be provided by the party desiring to withdraw from the MoU at least 30 days prior to desired termination date.

Article 5: Law Applicable

This MoU shall be governed by the relevant laws of Government of Nepal and USA.

<p>Signed for and on behalf of NRNA/APC</p> <p> Mr. Yuba Raj Gurung NRNA/APC Convenor Kathmadu Metropolitan-5, Subarna Shamsar Marga, Baluwatar P.O.Box 1189 Nepal</p> 	<p>Signed for and on behalf of IRJR-N (USA)</p> <p> Name: Mr. Tilak Bhandari Executive Director, IRJR-N(USA) 3509 Wind Flower Lane, McKinney, Texas- 75070, USA</p> 
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Date and Place: 11 Dec 2018, FNCCI Building, Teku, Kathmandu Nepal

