

Memorandum of Understanding

Date:2019/09/13

This memorandum of understanding (hereinafter referred as "MOU or Agreement " is made into the date 13thSeptember, 2019 and between the Japan-Nepal Mero Sathi Team (here in after referred as "Mero Sathi") which consists of Tokyo Keizai University Seki Seminar (Minami-cho, Kokubunji-shi, Tokyo) and Asia Association of Education & Exchange (Hachioji-shi, Tokyo) ,and Gyanodaya Boarding School / Shamrock school with it principle place of operation/registered in Pokhara , Nepal (hereinafter referred as School).

Whereas, the Mero Sathi will be fully supporting for the education of Sudip B.K. (hereinafter referred as personnel) studying in the "School" in grade five (5) for the next five years up until he reaches grade ten (10).

Whereas, the "School" is a charity runned school with students from grade five (5) to grade ten (10)

"Mero Sathi" and "Shamrock School" collectively referred to as the parties and singularly as party as the case may be.

Whereas, the Mero Sathi desires to fully support for the education of the personnel from grade five (5) to grade ten (10) studying in the School.

Now, THEREFORE, the parties shall agree on the following terms and conditions.

1.Engagement service

- a) The Mero Sathi herby fund the "School" to provide and perform the services set forth and accepts the funds.
- b) "School" accepts to educate the personnel from glade five (5) to end of grade ten (10) in the "School" itself, and provide food, shelter, and required amenities to pursue his education for the next six years.
- c) The Mero Sathi hereby agrees to send the fund of 720,000 (seven lakhs twenty thousands Nepalese Rupees) to "School" account in six equal interval of 120,000 (one lakh twenty thousands Nepalese Rupees)
- d) Mero Sathi shall be transfer the funds to the School account in Nepal, by every first week of November, of the year 2019, 2020, 2021, 2022, 2023, and 2024, respectively.
- e) "School" agrees to the terms that the Mero Sathi can publish the information as states in article 1(f) in Japan specially in Tokyo Keizai University Seki Seminar webpage and the webpage of Asia Association of Education & Exchange
- f) The "School" agrees to send the progress report of the personnel of every four months, whereas the report should include a personnel activity, Education mark sheet, photo proof of school activities in the email provided here of in Article "1 (g)".
- g) "School" agrees to send the detailed report of personnel to seki@tku.ac.jp and sekiseminar.tku@gmail.com
- h) The "School" visibly understands the effort and determination put by the Mero Sathi to collect the total funds to support the education of the personnel of Shamrock School and School agrees not to misuse the funds provided for Personnel.

2.Engagement period and termination

- a) This MOU shall commence from 13th September 2019 (Effective date) and shall remain in effect until December 2024.
- b) This agreement maybe terminated by following conditions
 - I. Shutdown or closer of the "School" on a permanent basis.
 - II. This MOU shall be terminated by lapse of time as mentioned in "2(a)"
 - III. This agreement shall be terminated by breach of agreement of any article mentioned in the afore mentioned articles and here in after mentioned articles.

3.Confidential information

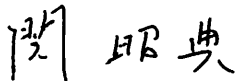
- a. "School" shall maintain the privacy and agree not let the Personnel know that the Mero Sathi has been funding him and nor ever to the other school children. Both parties shall agree on accepting the privacy policy among the school students.

4.Force Majeure

Either party shall be excused from any delay or failure in performance required here under if caused by the reason of any occurrence or contingency beyond it's reasonable control including but not limited to act of God, act of war, fire, insurrection, strikes, lockouts or other serious disputes,riots,earthquake,foods,explosions or other act of nature.When such events have abated the parties respective obligation here under shall resume.

5.Arbitration:

If any dispute arises between the parties during the subsistence of this agreement or thereafter the parties shall endeavor to settle such disputes amicably.




Prof.Akinori Seki
Founder/ President
Asia Association of Education and Exchange



Ms. Shova Gurung
Principal
Gyanodaya Secondary School

Witness.



Asuha Ishinoda

Tokyo Keizai University Seki Seminar
Asia Association of Education Exchange.

Witness



Madan Shrestha

Gyanodaya Secondary School