

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF NEPAL
ON ENHANCING TECHNICAL COOPERATION IN
THE RAILWAY SECTOR

The Government of the Republic of India and the Government of Nepal (hereinafter individually referred to as 'Party' and collectively referred to as "Parties"):

Desiring to further promote friendly cooperation between the two countries and deepen the inter-governmental railway cooperation between the two countries;

Acknowledging the development of rail transport in Nepal including implementation of multiple cross-border Rail Links between India and Nepal;

Recalling the Memorandum of Understanding between Government of India and the Government of Nepal regarding development of Railway infrastructure at Five Border Points signed in 2010 and the bilateral discussions on operationalization of India-Nepal cross border rail links held under the aegis of Project Steering Committee set up under the said MOU.

Have reached the following understanding:

Article I – Cooperation Principles

1.1 The Parties agree to cooperate in railway sector under the principles of equality and mutual benefit, complying with their respective national laws and regulations.

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Article II – Areas of Cooperation

2.1 The Parties agree to carry out exchanges and cooperation in the following areas, but not limited to:

2.1.1 Mutual cooperation on technology and knowledge transfer in railway engineering and transport system;

2.1.2 Technical support on Railway System, Operations and Maintenance as per request of the Government of Nepal;

2.1.3 Developing Railway Institutes in Nepal and conduct personnel training programme;

2.1.4 Training to Nepali personnel in various training institutes of Indian Railways and National Rail and Transportation Institute (NRTI – Deemed University) and courses for Nepali students in other institutes for Under-Graduate, Post-Graduate and specialized courses in rail transport;

2.1.5 Development of maintenance depots and workshops for Nepal;

2.1.6 Cooperation in IT sector related to rail transport and services;

2.1.7 Any other areas and activities in railway sector as may be mutually agreed upon.

2.2 The Parties agree that the forms of cooperation could include but not limited to consultation and conducting feasibility studies, exchange of information on policies, laws and regulations, conducting training, capacity building and exchange programmes, organizing site visits, jointly organizing symposiums, seminars and conferences on themes of mutual interest in railway sector.

Article III – Coordination Mechanism/Joint Working Group

3.1 Both Parties agree to establish a Joint Working Group to provide guidance and support for the implementation of cooperation activities under the MOU.



3.2 The composition of the Joint Working Group and working modalities would be finalized through mutual consultation pursuant to this MOU.

Article IV – Modalities for Operationalisation of rail links

4.1 The Parties shall enter into appropriate modalities for operationalisation of cross-border rail links between the two countries.

Article V– Intellectual Property Rights

5.1 The Parties will retain their respective intellectual property rights and all other patents, reproduction and trademark rights with respect to all documents which might be disclosed during fulfillment of this MOU according to their respective national laws and regulations.

5.2 The provision of such documents shall be agreed between the Parties on commercial terms and fixed under separate agreements, comprising obligatory provisions regarding protection of confidentiality and intellectual property.

Article VI – Confidentiality

6.1 All information and documents to be exchanged pursuant to the MOU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the proper written consent of the other Party.

6.2 All confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that this MOU and the disclosure of the confidential information do not grant or imply and license, interest or right to the recipient in respect to any IPR of the other Party.

6.3 Unpublished information whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provision of this MOU will not be transmitted to a third Party, unless otherwise agreed to by the Parties.

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Article VII – Cost

7.1 The cost/fees for undertaking any of the cooperation projects/activities/services under this MOU shall be as mutually agreed to by the Parties in writing.

Article VIII – Settlement of Disputes

8.1 Any dispute arising between the Parties with regard to interpretation and application of this MOU shall be settled amicably through consultation and negotiation by the Parties.

Article IX – Entry into force, Duration and Termination

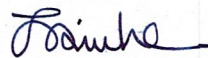
9.1 This Memorandum of Understanding shall enter into force from the date of its signature and shall remain in force for a period of five years. If neither side gives notice to extend or terminate this MOU at least six months prior to the expiry date, the MOU will be automatically renewed for a further period of five years.

9.2 The MOU may be amended or modified at any time by mutual written consent of the Parties by exchange of letters through diplomatic channels.

9.3 In WITNESS WHEREOF the undersigned being duly authorized by their respective Governments, have signed this MOU.

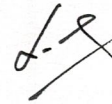
Signed on ...April 2....., 2022, in two originals, in English language.

**On behalf of
the Government of
the Republic of India**



**(Smt. Jaya Varma Sinha)
Additional Member(Traffic Transportation)
Ministry of Railways
(Railway Board)**

**On behalf of
the Government of Nepal**



**(Rabindra Nath Shrestha)
Secretary
Ministry of Physical
Infrastructure and Transport**