

Distributed by:
Nepal Notary Public Council

S.N. 5767662



Memorandum of Understanding
Concluded Between Shide Children Home,
Duhabi, Sunsari
And
Duhabi Children Home, Duhabi, Sunsari

1. Background:

A Memorandum of Understanding (MoU) was concluded on 2081/09/17 (January 1, 2025) between Stichting Side Children Home, Dharan, Netherlands (SSCHD), a foreign donor organization, and Shide Children Home (SCH), Duhabi-5, Sunsari to provide financial support for education, housing and medical care to orphaned and underprivileged children in eastern Nepal, particularly those at Duhabi Children Home (DCH).

Pursuant to the Memorandum of Understanding (MoU) concluded between Stichting Side Children Home, Dharan, Netherlands (hereinafter referred to as 'SSCHD'), a foreign donor organization, and Shide Children Home, Duhabi-5, Sunsari (hereinafter referred to as 'SCH'), a not-for-profit organization registered under the Company Act, 2063 (2006), Duhabi Children Home, Duhabi-5, Sunsari (hereinafter referred to as 'DCH'), an organization formed under the Association Registration Act, 2034 (1977) shall receive financial and technical support from SCH to operate the budget and programs approved by SSCHD for a period of one year from 2081 Paush 17 to 2082 Paush 16 (January 1, 2025, to December 30, 2025). This Memorandum of Understanding has been signed accordingly.

The main objective of this Memorandum of Understanding is to successfully implement the program targeted at children by supporting the education, health care, food and physical infrastructure maintenance and management of orphaned children in Duhabi Children Home. We both the parties have

"The Translation Copy is True and Verified"	
Signature:	
Name:	Madhu Sudan Tamang
Date:	May 19, 2025
Certificate Number of the Notary Public:	2024
Date of Expiry of Certificate:	Feb.17, 2030 AD
Seal of the Notary Public	





concluded agreement to successfully implement the program as per annual budget.

2. Details of the program:

2.1 Name of the program: The name of the program shall be "Education, health care and livelihood for dependent orphan children in DCH and support program in infrastructure maintenance and construction".

2.2 Goal of the program: The goal of this program shall be to support the orphaned children of DCH in Duhabi Municipality of Sunsari District, mainly for education, health care and livelihood.

2.3 Objectives of the program:

2.3. a) To ensure a beautiful future for the children in Duhabi Children Home by supporting for their educational development.

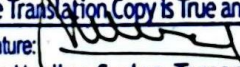
2.3. b) To help the children of Children Home to lead a healthy life by meeting the needs of treatment for their health problems.

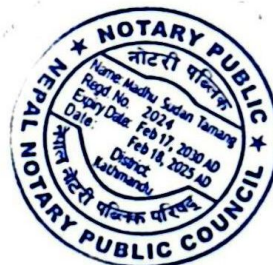
2.3. c) To provide nutritious food items to support the livelihood and healthy living of children.

2.3. d) To provide assistance in the maintenance and construction of physical resources including the management of electricity, water and sanitation in Children Home.

2.3. e) To help in the management of manpower for the operation, supervision of children, safety, cleanliness, food preparation, etc. for children in Children Home.

2.3. f) To support the organization for organizing training and orientation programmes aimed at enhancing the capacity and knowledge of individuals involved in the operation and management of childcare centers and working committees for skill development.

"The Translation Copy is True and Verified"	
Signature: 	2
Name: Madhu Sudan Tamang	
Date: May 19, 2025	
Certificate Number of the Notary Public: 2024	
Date of Expiry of Certificate: Feb. 17, 2030 AD	
Seal of the Notary Public	



Distributed by:
Nepal Notary Public Council

S.N. 5767664



2.3. g) To assist children in various activities such as festivals, celebrations and particular days to create a happy, easy living and family environment.

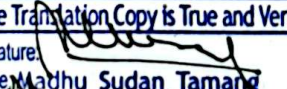
2.4. Programs and activities:

The approved budget and program activities to be carried out according to this Memorandum of Understanding are listed in Schedule 1 of the Memorandum of Understanding. The approved budget and program shall form an integral part of this Memorandum of Understanding.

2.5. Duration of the program: The duration of this program shall be one year, which will start from 17th Paush 2081 (January 1, 2025) and will continue until 16th Paush 2082 (December 30, 2025).

2.6. Total cost of the program: The total cost of the contracted program shall be Rs.37,69,697/- (In word: Thirty-seven Lakh and Sixty-nine Thousand Six Hundred Ninety-seven Rupees Only). In addition to the budget according to this agreement, goods and materials may be contributed by various individuals, traders, organizations or agencies as follows:

Collaborating and contributing Organizations or Entities	Total amount (Rs.) (In Figures and words and)
To be received from SCH Dubai	Rs. 37,69,697/- (In word: Thirty-seven Lakh and Sixty-nine Thousand Six Hundred Ninety-seven Rupees Only).
Estimated value of goods and materials to be obtained from local businesspersons, prominent individuals and the community	

"The Translation Copy is True and Verified"
Signature:  3
Name: Madhu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb.17, 2030 AD
Seal of the Notary Public





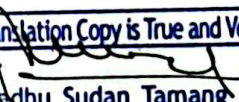
2.7. Monitoring and Evaluation

- a) SCH shall continuously monitor and evaluate the programme of DCH.
- b) SCH shall assist DCH in preparing a schedule and plan based on the implementation, progress and management areas of the program.
- c) The donor organization, SCH may determine a work schedule to monitor various aspects of Duhabi Children Home and children and provide monitoring, evaluation and suggestions to DCH. DCH shall follow and implement the suggestions given by SCH.

3. Roles and responsibilities:

3.1. Roles and responsibilities of SCH:

- 3.1.1. The amount agreed upon in accordance with Sub-Clause 4.1 of Section 4 of this agreement shall be deposited in the bank account of DCH on quarterly installments.
- 3.1.2. DCH shall provide SCH with documents, details, reports, including program, management and financial accounting books for observation and examination, upon request.
- 3.1.3. No internal interference or action that may affect institutional development shall be taken in contravention of the policy and directive principles outlined in Chapter 1, Section 1(d) of the Statute of DCH.
- 3.1.4. SCH shall provide written or verbal advice to DCH institutionally by setting a schedule and assisting in enhancing the capacity of staff working in the program.
- 3.1.5. Resource providers or donor organizations or related individuals of SCH may directly contact DCH staff and children, communicate via video call and provide information.

"The Translation Copy is True and Verified"
Signature: 
Name: Madhu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb.17, 2030 AD
Seal of the Notary Public



Distributed by:
Nepal Notary Public Council

S.N. 5767666



3.1.6. Activities that support positive or institutional management

development, such as gaining achievements in accordance with the principles and policies of the resource provider or donor organization, sharing learning experiences, adding other activities and expressing opinions for improvement, can be done with DCH in coordination with SCH.

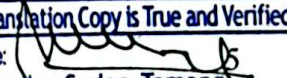
3.1.7. SCH shall provide necessary advice and support to DCH to maintain accounts and prepare reports according to the financial management policy of the donor or the guiding principles of accounting management. In addition, it may assist in the preparation and implementation of financial and administrative guidelines.

3.1.8. SCH shall prepare a work schedule, monitor and supervise for accounting and program management and successful implementation of the program.

3.1.9 It shall support for the development and implementation of a participatory monitoring and evaluation process for the monitoring and evaluation of this programme.

3.1.10. For the activities mentioned in this agreement, financial management and for the happy future of the children, it may monitor the management maintained at Children Home and give oral or written suggestions or warnings for the sake of improvement.

3.1.11. SSCHD and SCH shall be allowed to make documentary videos, take photos and receive any kind of information and announcement about Children Home and dependent children, keeping in mind the task of maintaining the educational and social development of Children Home well-ordered. SSCHD and SCH shall themselves be responsible for that task.

"The Translation Copy is True and Verified"
Signature: 
Name: Madhu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb.17,2030 AD
Seal of the Notary Public



Distributed by:
Nepal Notary Public Council

S.N. 5767667



3.2 Roles and Responsibilities of DCH:

- 3.2.1. DCH shall implement its budget approved by SSCHD and SCH, goals, objectives and results of the programme at the scheduled time.
- 3.2.2. The monthly progress report on the work shall be submitted to the SCH within the 30th of every month as per the Nepalese fiscal year. In this way, the forms provided by SCH shall be used while submitting the report and plan.
- 3.2.3. As per the double accounting system of DCH, financial reports shall be prepared monthly by keeping accounts in different ledger books in a clear and transparent manner.
- 3.2.4. During the implementation of the program, the work responsibilities and financial management policies of the employees of the organization shall be strictly implemented.
- 3.2.5. SCH shall strictly follow the advice, suggestions, instructions and warnings given in the monthly report and during the inspection and monitoring.
- 3.2.6 Support, coordination and accountability shall be ensured during emergency and regular inspections, observations, monitoring and supervision conducted by SSCHD and SCH.
- 3.2.7. DCH shall not be held responsible for the information, collection of records, photographing and use of children's information on behalf of SSCHD and SCH.
- 3.2.8. Since Duhabi Children Home is independent and established in accordance with the Organization Registration Act of the Government of Nepal, it shall play responsible roles in all management activities, including livelihood, medical care, education, entertainment and care of the children.

"The Translation Copy is True and Verified"
Signature:
Name: Madhu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb.17,2030 AD
Seal of the Notary Public





3.2.9. The financial resources received through this Memorandum

Understanding shall not be used for any purpose other than the approved budget and program. If any changes are required to the budget headings of the program, prior written approval must be obtained after discussion with SCH.

3.2.10. DCH shall inform the committee meeting at the beginning of this program and conduct an annual social and financial audit and provide a copy of the external audit report to SCH for submission to SSCHD.

3.2.11. If any funds remain after the completion of the program, DCH shall coordinate and consult with SCH to either return the remaining amount to the institutional fund or allocate it toward maintenance or management needs, as mutually agreed.



3.2.12. DCH shall prepare a quarterly progress report, budget plan, expenditure details, upcoming planned activities and requested budget information based on the prescribed form and submit them to SCH along with a certified copy, an institutional request letter and a request for the quarterly installment amount.

3.2.13. DCH shall prepare a monthly progress report every month and at the end of the program period, provide an overall annual program progress report along with an income and expenditure report and make these available to SCH.

3.3. Role of both DCH and SCH:

3.3.1. Both DCH and SCH shall conduct regular monitoring and prepare monthly and quarterly reports using agreed-upon tools and forms.

3.3.2. An annual review meeting shall be organized to discuss achievements and challenges.

"The Translation Copy is True and Verified"
Signature: 
Name: Madhu Sudan Tamang
Date: 
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb. 17, 2030 AD
Seal of the Notary Public





3.3.3. Children living in Children Home shall be nurtured to become good, educated and responsible citizens of society.

3.3.4. The practices, experiences and knowledge of children living in Children Home shall be regularly documented and the information shall be shared.

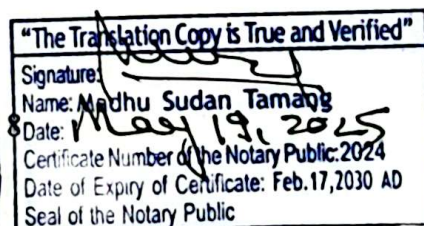
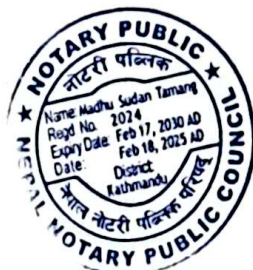
3.3.5 If the terms and conditions in this Memorandum of Understanding are contrary to and conflict with the terms and conditions of the Memorandum of Understanding dated 2081/09/17 (January 1, 2025) between SCH and SSCHD, the terms and conditions to the extent of the conflict shall automatically be null and void.

3.3.6. Both parties to this Memorandum of Understanding agree to abide by the functions, duties, and powers of the representative appointed by SSCHD pursuant to Section 5 of the Memorandum of Understanding between SCH and SSCHD dated 2081/09/17 (January 1, 2025), as well as the provisions outlined in Section 6 of this Memorandum of Understanding.

3.3.7 Both parties to this Memorandum of Understanding have accepted the Memorandum of Understanding concluded between SCH and SSCHD on 2081/09/17 (January 1, 2025) as an integral part of this Memorandum of Understanding and have included it in Schedule 2.

4. Program funding and disbursement process:

4.1. The amount provided by the donor organization, SSCHD and to be disbursed by SCH for the implementation of this program shall be released in quarterly installments. Disbursement shall be made on a quarterly basis. The details of the installment periods and corresponding amounts shall be as specified in the table below.



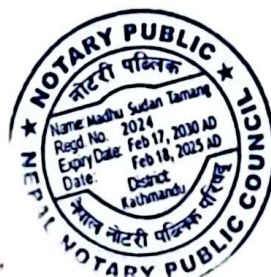


Installment	Total Rs.	Time period
First quarter	Rs. 9,42,424.25/- (In Word: Nine Lakh Forty-two Thousand Four Hundred and Twenty-four Rupees and Twenty-five Paisa Only)	Date: 17 Paush 2081 to 16 Chaitra 2081 (January 1, 2025 to March 29, 2025)
Second quarter	Rs. 9,42,424.25/- (In Word: Nine Lakh Forty-two Thousand Four Hundred and Twenty-four Rupees and Twenty-five Paisa Only)	Date: 17 Chaitra, 2081 to 16 Ashadh, 2082 (March 30, 2025 to June 30, 2025)
Third quarter	Rs. 9,42,424.25/- (In Word: Nine Lakh Forty-two Thousand Four Hundred and Twenty-four Rupees and Twenty-five Paisa Only)	Date: 17 Ashad, 2082 to 16 Ashoj, 2082 (July 1, 2025 to October 2, 2025)
Final quarter	Rs. 9,42,424.25/- (In Word: Nine Lakh Forty-two Thousand Four Hundred and Twenty-four Rupees and Twenty-five Paisa Only)	Date: 17 Ashoj, 2082 to 16 Paush, 2082 (December 31, 2025)
Total	Rs. 37,69,697/- (In word: Thirty-seven Lakh Sixty-nine Thousand Six Hundred and Ninety-seven Rupees Only)	

4.2. The first installment shall be made available immediately after the program agreement is signed, for which DCH shall submit a quarterly plan and budget to SCH.

4.3. The release of funds from one installment to the next will not be automatic. For this, DCH shall submit the work and financial report of the previous installment period and the plan and budget for the upcoming period along with the disbursement application. The report submitted in

9
"The Translation Copy is True and Verified"
Signature:
Name: Madhu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb. 17, 2030 AD
Seal of the Notary Public



Distributed by:
Nepal Notary Public Council
S.N. 5767671



this way shall be satisfactory. Notwithstanding anything mentioned in

above, the release of funds may be slightly more or less based on the plan and budget of the installment period.

4.4. SCH shall not be liable for any increase in program costs other than those specified in this agreement.

4.5. If there is any amount remaining in the previous installment when the amount is released, that amount will be deducted from the total amount of the installment to be released and only the remaining amount will be released.

4.6. The amount shall be deposited into DCH's bank account by check. The installment amount shall not be paid in cash.

5. Miscellaneous:

5.1. Transparency:

Both organizations shall maintain transparency with respective stakeholders regarding all matters and activities related to this agreement in compliance with the "Right to Information" Act issued by the Government of Nepal. Additionally, DCH shall conduct an annual social audit of the program.

5.2. Responsibility:

Both parties shall be independent legal entities and shall be individually liable for their respective obligations in accordance with the prevailing laws of Nepal. Neither party shall be held responsible for any liability incurred by the other party, except for activities conducted by employees or authorized representatives acting on behalf of both parties. SCH shall not be liable for any actions undertaken independently by DCH, nor for the consequences arising therefrom.

5.3. Amendment of the Memorandum of Understanding:

"The Translation Copy is True and Verified"	
Signature:	
Name:	Madhu Sudan Tamang
Date:	May 19, 2025
Certificate Number of the Notary Public:	2024
Date of Expiry of Certificate:	Feb. 17, 2030 AD
Seal of the Notary Public	



Distributed by:
Nepal Notary Public Council
S.N. 5767672



Any amendment or addition to this Memorandum of Understanding may be made by mutual consent of both parties, provided that such modification does not conflict with the provisions of the Memorandum of Understanding concluded between SCH and SSCHD. Any such amendment shall become effective upon written consent of both parties, specifying the date and time of execution.

5.4. Termination of the agreement:

If either party wishes to terminate this Agreement, it shall provide the other party with at least three (3) months' prior written notice of termination. However, SCH may terminate this Agreement, in whole or in part, at any time without prior notice if DCH is found to have misused resources, conducted program activities in a non-transparent or unaccountable manner, or committed a serious breach of this Agreement.

5.5. Contract termination and legal action:

If DCH is found to have misused the funds received, SCH reserves the right to immediately terminate this Agreement and initiate legal proceedings in accordance with the prevailing laws of Nepal for the recovery or prosecution related to the misused funds.

5.6. Dispute resolution:

If any dispute arises out of or in connection with the implementation of this agreement, the dispute shall be resolved amicably through mutual consultation between the Parties.

5.7. Effective and completion date of Memorandum of Understanding:

This Memorandum of Understanding has been executed with the mutual consent of both parties and shall come into effect from 17 Paush 2081 (January 1, 2025). The agreement was concluded at the office of SCH with the consent of both the parties.

"The Translation Copy Is True and Verified"
Signature:
Name: Madhu Sudan Tamang
Date: 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb.17, 2030 AD
Seal of the Notary Public



Distributed by:
Nepal Notary Public Council

S.N. 5767673



5.8. Notice for termination of the agreement:

If either party wishes to terminate this agreement, written notice shall be provided to the other party at least six (6) months in advance.

5.9. Automatic termination of the agreement:

If the agreement with the foreign donor organization, SSCHD, as referenced in Schedule 2 regarding the support amount under this Memorandum of Understanding, is terminated, this Memorandum of Understanding shall automatically terminate as well.



.....Sd.....

Uddhav Prasad Poudyal
(Chairperson)

Duhabi Children Home, Duhabi,
Sunsari



.....Sd.....

Nishchal Raj Shakya
(Chairperson)

Shide Children Home, Duhabi,
Sunsari

Witnesses:

.....Sd.....

Shambhu Adhikari
(Treasurer)

Duhabi Children Home, Duhabi,
Sunsari

.....Sd.....

Kisan Krishna Aggarwal
(Director)

Shide Children Home, Duhabi,
Sunsari

Bank details of Participation Mobilization Center Duhabi, Sunsari:

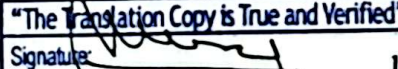
Account Name: Duhabi Children Home, Duhabi, Sunsari

Account Number: 2340100000787001

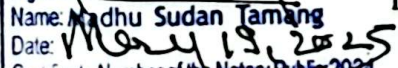
Account Type: Current

Bank's Name and Address: Rashtriya Banijya Bank, Duhabi

"The Translation Copy is True and Verified"

Signature: 

Name: Madhu Sudan Tamang

Date: 

Certificate Number of the Notary Public: 2024

Date of Expiry of Certificate: Feb.17,2030 AD

Seal of the Notary Public





Schedule 1:

Approved Budget and Programme as per the Memorandum of

Understanding

The highlights of the budget are as follows:

Proposed Annual Budget and Plan of 2025

(A) Monthly Regular Expenses


<u>S. No.</u>	<u>Description</u>	<u>Proposed amount (For whole year)</u>	<u>Euro</u>
1)	Food and Nutrition	598,056	€4212
2)	Education	69,541	€490
3)	Repair and Maintenance	41,725	€294
4)	Medical	41,725	€294
5)	Toiletries and Hygiene	69,541	€490
6)	Drinking Water Bill	34,771	€244
7)	Electricity Bill	34,771	€244
8)	Cooking Gas Refill	83,450	€588
9)	Clothing (Socks, Handkerchief)	34,771	€244
10)	Travelling for Office	27,817	€196
11)	Prizes for High Performer Children Program	24,000	€170
12)	Office Stationery	20,862	€147
13)	Fuel and Maintenance of Motorbike	27,817	€197
14)	Communication/Mobile Internet for OM	12,000	€85
15)	Activities/Celebration	25,000	€176
16)	Books & Stationery for Children	60,000	€423
17)	Audit/Renewal of Organization	25,000	€176
18)	Pocket Money for Children	18,000	€127
19)	Others Miscellaneous	50,000	€350
20)	Anoj Gautam	174,000	€1225
Total		1,472,847	€10,372

"The Translation Copy is True and Verified"
Signature:
Name: Madhu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2624
Date of Expiry of Certificate: Feb. 17, 2030 AD
Seal of the Notary Public





e) Vocational Training for Children	50,000	€352
f) Exposer Visit for One-Day Educational Tour	25,000	€176
g) Playing with Counselling Materials	40,000	€281
h) Extra-Curricular Activities for Children (Drawing, Games, Quiz, Speech Competition)	25,000	€176
3) Celebration		
a) Birthday Celebration of Children	25,000	€176
b) Christmas Celebration	15,000	€105
c) New Year Celebration for Staff and Children	10,000	€70
4) Cabinet File Cupboard	25,000	€176
5) Water Geyser (3 pcs)	60,000	€422
6) Umbrella and Raincoat	20,000	€140
7) Health Insurance Premium of Children and Staff Members	20,000	€140
8) Field Visit Expenses	50,000	€352
9) Utensils Purchase for Kitchen	30,000	€213
10) Painting Building Outside	1,25,000	€880
11) Refrigerator (1 pc)	35,000	€246
12) Wooden Cloth Cupboard (4 pcs)	70,000	€492
13) Internet Connection	12,996	€91
Total of C	9,16,496	€6,454
(D) Grand Total of A+B+C	37,69,697	€26,546

"The Translation Copy is True and Verified"
Signature: 
Name: Machu Sudan Tamang
Date: May 19, 2025
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb. 17, 2030 AD
Seal of the Notary Public





As per the bilateral agreement between Duhabi Children Home, Duhabi
Sunsari and Shide Children Home, the partner organizations shall implement
the following activities:

Activities to be implemented along with budget planning:

- The budget shall be implemented in accordance with the annual plan proposed by Duhabi Children Home.
- Professional leadership and guidance shall be provided to project staff (including computer operators, office managers, house and kitchen mothers, coordinators, etc.) for the effective implementation of the program.
- Personal profiles shall be maintained for each child and staff member.
- Children shall be provided with school education and their academic progress shall be regularly monitored.
- Provisions shall be made to ensure further education for children beyond their schooling period at home.
- Regular health check-ups shall be conducted for the children.
- Skill-based training programs shall be initiated for children residing at home.
- The safety, protection and well-being of children shall be ensured at all times.
- Recreational activities (sports, music, drama, etc.) shall be organized for children.
- Records shall be maintained of the personal details of juveniles discharged from the Children Home upon reaching the age limit as prescribed by law.

"The Translation Copy is True and Verified"
Signature:
Name: Madhu Sudan Tamang
Date:
Certificate Number of the Notary Public: 2024
Date of Expiry of Certificate: Feb.17,2030 AD
Seal of the Notary Public



