



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INSTITUTE OF CHARTERED ACCOUNTANTS OF SRI LANKA AND
THE INSTITUTE OF CHARTERED ACCOUNTANTS OF NEPAL

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF SRI LANKA (CA SRI
LANKA) AND**

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF NEPAL (ICAN)

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on this 5th day of January 2022 by and between **The Institute of Chartered Accountants of Sri Lanka**, a body corporate established under the Institute of Chartered Accountants of Sri Lanka Act No. 23 of 1959 (as amended) having its registered office at No. 30A, Malalasekara Mawatha, Colombo 7, Sri Lanka (hereinafter called and referred to as "CA Sri Lanka" which term shall where the context so requires mean and include the said **INSTITUTE OF CHARTERED ACCOUNTANTS OF SRI LANKA**, its successors and permitted assigns) of the First Part;

AND

The Institute of Chartered Accountants of Nepal, a body corporate established under the Nepal Chartered Accountants Act 1997 having its registered office at P. O. Box 5289, ICAN Marg, Satdobato, Lalitpur, Nepal (hereinafter called and referred to as "ICAN" which term shall where the context so requires mean and include the said **INSTITUTE OF CHARTERED ACCOUNTANTS OF NEPAL**, its successors and permitted assigns) of the Other Part. .

(CA Sri Lanka and ICAN hereinafter referred to singularly as "Party" and collectively as "the Parties")

WHEREAS CA Sri Lanka is the accredited authority that adopts Accounting and Auditing Standards in Sri Lanka. CA Sri Lanka provides its members with knowledge and guidance based on the highest professional, ethical and technical standards;

WHEREAS the ICAN having been established under a Special Act, The Nepal Chartered Accountants Act of 1997 to enhance social recognition and faith of people at large in the accounting profession by raising public awareness towards the importance of accounting profession as well as towards economic and social responsibility of the accountants and to contribute towards economic development of the country;

AND WHEREAS the Parties are desirous of entering into this MOU to state their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms contained herein;

Parties to the MOU have reached an understanding as follows:

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82

1. Objective

The Parties, subject to the terms as set out in this MOU, will work towards the strengthening, promotion and development of the accountancy profession on the basis of equality and mutual benefit.

2. Specific Areas of Cooperation

Whilst recognizing the value of promoting mutual cooperation for the advancement of the accountancy profession, the Parties agree to carry out, but not limited to, the following:

- a) Share information relating to the accounting profession in both countries;
- b) Gain an insight into the structure and operation, regulatory framework and measures governing the members of both the Parties;
- c) Share views on the development of the accountancy profession, with emphasis on possible cooperation in respect of professional accountancy training, education, research and continuing professional development;
- d) Extend invitations to attend conferences, symposia and seminars relating to areas of common interest organized by both the Parties and permit the participation of members of the other Party.
- e) Extend support in the areas of development of standards, education curriculum and guidelines.
- f) The liaison committee shall hold an annual consultation meeting to review the cooperation during the previous year. The nature and form of such activities shall be discussed during each meeting. Progress review meetings could be held once in every quarter.
- g) Exchange of Journals of the Parties, Syllabuses, Continuing Professional Education (hereinafter referred to as "CPE") programs, etc. which will be beneficial to both the members of the Parties and students under the wings of the Parties.
- h) Participation in CPE activities for members of both the Parties, conduct of joint CPE programs and recognition of the CPE hours, and further making available the online CPE programs conducted by either Party to the members of the other Party and vice versa.

3. Duration and Termination

1. This MOU shall commence and take effect from the date of signing, by the representatives of the Parties, for a period of three years unless terminated earlier by either Party.
2. Either Party may terminate this MOU by giving six months' prior written notice to the other Party. Such termination shall not affect any existing projects which were agreed to be implemented by the Parties under this MOU prior to the termination.
3. This MOU may also be extended for a further period as may be agreed in writing by the Parties.

4. Confidentiality

1. The Parties shall agree to keep confidential any information which is disclosed or obtained from either Party which is not publicly available or already known by the Parties and shall not disclose such information to any third parties, unless with prior written consent of the other Party i.e. the Party which had disclosed such information or the Party from whom such information was obtained.

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8

2. Disclosure shall also be allowed if required by law or any relevant regulatory or authority in either country, provided a written notice is provided by the Party which is required to make the disclosure.

5. Form of Understanding/ Effect of MOU

This MOU shall serve only as a record of the Parties' intentions and nothing in this MOU shall be construed as creating legal obligations between the Parties and shall not be deemed to create any legally binding or enforceable obligation, either expressly or impliedly.

6. Good Faith

1. When entering into this MOU, the Parties shall recognize that it is impractical to make provision for every contingency that may arise during the course of the MOU.
2. Accordingly, the Parties shall declare their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any Party and if any dispute arises, the Parties shall use their best endeavors to agree upon such action as may be necessary and equitably remove or resolve the cause or causes of the same.

7. Best Endeavors

1. The Parties shall agree to put their utmost and best endeavors into fulfilling the intention of this MOU and further undertake not to do anything or act in any way inconsistent with the intention and spirit of this MOU.
2. Each Party shall endeavor to conduct itself professionally and, in a manner, calculated to lead to a satisfactory collaborative relationship.

8. Amendment

This MOU may be amended upon the mutual written agreement of both Parties.

9. Financial

Any costs associated with the above cooperation shall be agreed in advance and shall clearly state the nature and scope of the activity involved, including itemization of the cost disclosing which Party shall bear what particular cost.

10. Notices

Any communications including notices under this MOU shall be in writing in the English language and delivered by registered mail to the address stated or sent to the electronic mail (e-mail) address or facsimile number of either Party, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

CA Sri Lanka

Address:

No.30A, Malalasekera Mawatha, Colombo 07, Sri Lanka

Attention: Mrs. Dulani Fernando, Chief Executive Officer/ Secretary

e-mail address:

dulani.fernando@casrilanka.org

Contact Number: +94 11235200

ICAN

Address: P. O. Box 5289, ICAN Marg, Satdobato, Lalitpur, Nepal.

Attention: CA. Sanjay Kumar Sinha, Executive Director

e-mail address: ican@ntc.net.np

Contact Number: 00977 1 553073

IN WITNESS WHEREOF, the following representatives duly authorized by their respective Institutes, have signed this Memorandum of Understanding.

Signed on this ^{5th} day of January, 2022 in two original copies in English, a copy of which will be retained by each Party.

For and on behalf of CA Sri Lanka;

S. Bandara
Mr. Sanjaya Bandara
President,
The Institute of Chartered Accountants of Sri Lanka

05/01/2022
Date

Witness:

Mrs. Dulani Fernando
Mrs. Dulani Fernando
Chief/Executive Officer/ Secretary,
The Institute of Chartered Accountants of Sri Lanka

05/01/2022
Date

For and on behalf of ICAN;

CA. Yuddha Raj Oli
CA. Yuddha Raj Oli
President,
The Institute of Chartered Accountants of Nepal

05/01/2022
Date

Witness:

CA. Sanjay Kumar Sinha
CA. Sanjay Kumar Sinha
Executive Director
The Institute of Chartered Accountants of Nepal

05/01/2022
Date