



THE ASSOCIATION OF NEPALIS IN THE AMERICAS

INDEPENDENT TASK FORCE (ITFANA)

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Press release

ANA/GBNC 28th ANA BOSTON CONVENTION FINANCIAL STATUS

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29th ANA Convention in Washington DC

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Dear ANA Executives and devotees,

Association of Nepalese in Americas (ANA) is legally registered as a nonprofit community organization corporation in District of Columbia, and has received 501.C3 status from the Federal Government of the United States of America. Therefore, all ANA related institutional affairs must be first and foremost guided within the legal frameworks of the states and Federal government and the bylaws of the organization.

This report is made by Independent Task Force of Association of Nepalis in the Americas. The Independent Task Force (ITFANA) is working exclusively on its own to report the findings. This report will illustrate clearly what the position of ANA as an organization is. It will highlight relationship and responsibility vis-à-vis Greater Boston Nepali Community, 28th Independent Boston Convention Convening Council, and Association of Nepalis in the Americas proper. This report is meant as straight presentation of facts based on evidence. By the authority vested in ITFANA, this report is final and conclusive of the pertinent affairs of ANA looked after by ITFANA.

The ITFANA was created on a special meeting of the Executive Board of ANA on February 6, 2011. ANA Executive Board appointed Mr. Tsewang Sherpalama as Chairman of the ITFANA. It was given mandate to independently address and bring closure to four issues; to bring full closure on the ANA Boston Convention's financial report for ANA, Recommend members for the election committee to hold next election to be approved by Executive Board, Clarify and execute complete separation of ANA and NECC and Conduct 2011 Washington DC Convention. All areas of work ITFANA will look into will be done independently and exclusively of any officers or members of Executive Board.

The ANAITF has collected various pertinent documents related to its work. The documents include e-mails, memos, contracts, agreements, and reports. Aside from documents other resources used were verification by telephone, information available on the official website of Boston Convention, and recommendations of legal and accounting professionals.



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Back ground of ANA/GBNC 28th ANA Convention

The 28th ANA Convention was awarded to Boston by the Executive Board's decision made during the 27th convention. The Partnership document clearly subscribes that IBCCC and GBNC are separate entities from ANA. *Exhibit A) Appendix 1: Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention.* The 28th convention was organized and managed as a profit and loss sharing business partnership between IBCCC and GBNC. Accordingly, a legally binding partnership Agreement between ANA/GBNC for the hosting the 28th ANA Annual Convention was made and entered by both parties on 16th day of December 2009. The contract was signed between Mr. Medini Adhikari, Vice President/Chair Independent Boston Convention Convening Council (IBCCC) and Mr. Utsab Gurung President of GBNC *Exhibit B) Appendix 1: Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention.*

The Executive Board had delegated the complete affairs of the 28th ANA Convention to the IBCCC. The IBCCC was chaired by Mr. Medini Adhikari with a team consisting of Mr. Sundhar Gurung as Convener, Mr. Utsab Gurung, Mr. Basu Karki, Mr. Durba Ghimire, Mr. Lila Raut, Mr. Prem Tamang as Co-conveners, Mr. Prahlad KC as protocol Officer and Mr. Jangbu Sherpa as ANA Executive. Further, the IBCCC's document clearly notes "Convention Chairman is ex-officio ANA Vice President who independently selects everyone else in the management team". *Exhibit C) Boston Convention Independent Convening Council Management Structure of Joint ANA GBNC Boston Community.*

The IBCCC Chairman Mr. Medini Adhikari and the President of GBNC Mr. Utsab Gurung were informed of ANA Cash Management and Revenue Recognition Policy, Responsibility and Compliance requirement (CMRRPRCR) (by Mr. Hari Sharma on May 21, 2010. *Exhibit D) Mr. Hari Sharma's email.* Further The President Mr. Simon Dhungana had specifically asked all parties (Midiniji, Utsabji and Sudharji) involved taking care of above CMRRPRCR during the meeting on May 29, 2010 in Boston. *Exhibit E) Simon's email.*

The CMRRPRCR document which was prepared to be signed by ANA president and Greater Boston president clearly states "Greater Boston will be responsible for all original bills, receipts, supporting documents and compliance requirement required by law of the land to consider as its valid and legal revenue, expenditure and all other activities. ANA or its executives will not be liable or responsible for any consequences of this convention". Further The CMRRPRCR document states "If there are losses, ANA will not be liable for the loss because it has no control of revenue and expenditure". *Exhibit F) ANA Cash Management and Revenue Recognition Policy, Responsibility and Compliance requirement)* However, the Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention contradiction the above and states 70/30% profit loss sharing between ANA and GBNC. *Exhibit G) Appendix 1: Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention.*



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Findings of ITFANA

Each ANA Executives Board Members duties are described in the by laws. The bylaws states the President “perform such duties and have such powers as the Executive Committee may delegate him or her”. *Exhibit H) ANA Bylaws*. In the case of Boston Convention all such duties and powers were delegated to the IBCCC by the executive board.

The Boston Convention Financial Investigation Commission Report (BCFICR) was prepared on November 20, 2010. The BCFICR concludes that in lack of and/or failure to provide proof of income and expense detail along with proof of authorization and/or invoices and proof of service being provided has made the Boston financial report incomplete and not acceptable as per generally Accepted Accounting Principle (GAAP). *Exhibit I) the Boston Convention Financial Investigation Commission Report)*

Boston Convention Financial Investigation Commission presented its report on November 27th 2010. It was established on August 28th 2010. Since the report, new information has come to light, including corrections, amendments, and other claims.

ANA Executive Board also came up with Financial Recovery project based on BCFIC report in late December; however without proper attribution of the responsibilities of ANA it was put aside for now as requested by the ITFANA.

The ITFANA had further numerous times requested to the Chairman of the IBCCC and former President of GBNC for supporting documents to verify the account statement submitted to the ANA. Both the Chairman of the IBCCC and former President of GBNC has failed to comply with the requests.

The IBCCC and partner GBNC did not up hold compliance requirements of almost all of the clauses of the ANA/GBNC partnership Agreements. For examples: Book of Account, Annual Report, banking and partnership funds. *(Exhibit J) Appendix 1: Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention)*

The Independent Boston Convention Convening Council chaired by Mr. Medini Adhikari and team and the former President of GBNC did not fulfill and/or properly over see their obligation to check and balance the bookkeeping and accounting affairs of the convention as per legally binding agreements.

The IBCCC and the partner GBNC failed to provide ANA with proof of income and expense detail along with proof of authorization and/or invoices and proof of service being provided which are acceptable as per generally Accepted Accounting Principle (GAAP).

The ITFANA Chairman Tsewang Sherpalama had written to the Chairman of the IBCCC and the former President of GBNC that ANA shall assume its legal obligations if and when Boston Convention P&L is submitted to us with complete and final verifiable evidences of income and



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expenditures as required under the legal framework.

Conclusion of ITFANA

1. ANA cannot assume any financial liability at this point in lack of proofs of authorization for services, proof of service being provided, and/or invoices of services being completed. As per GAAP under such circumstances without a complete and final accounting closer no profit and/or loss to ANA can be determined at this point.
2. The ITFANA believes that the burden to prove P&L is on IBCCC and GBNC, not ANA. The IBCCC and GBNC in lack of “evidence” have not been able to prove their claims of loss as earlier submitted to The Boston Convention Financial Investigation Committee Report (BCFICR).
3. ANA shall full fill its legally binding financial obligations in accordance to the “Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention”, if and when the IBCCC and GBNC provides a verifiable, complete and final accounting details as per generally Accepted Accounting Principle (GAAP) to ANA.
4. Thus, Creditors (individual and/or business), Vendors (individual and/or business), and/or any service providers (individual and/or business) to the 28th ANA/GBNC Boston Convention are advised to contact Mr. Medini Adhikari, Chairman (IBCCC) and Mr. Utsab Gurung Former President of GBNC for any and all payments due for services provided, and/or advise the above authorities to fulfill their obligation by submitting verifiable, complete and final accounting details to ANA as per generally Accepted Accounting Principle (GAAP) to ANA.
5. Further, Creditors (individual and/or business), Vendors (individual and/or business), and/or any service providers (individual and/or business) to the 28th ANA/GBNC Boston Convention who may have received written agreement directly from the president of the ANA Mr. Simon Dhungana on behalf of the ANA may forward the signed agreement, proof of service provided and invoices to Mr. Tsewang Sherpalama the chairman of ITFANA. Once verified, The ITFANA shall recommend the ANA to arrange payments of 70% to such vendors as per Partnership Agreement between ANA/GBNC for hosting the 28th ANA Annual Convention.
6. ITFANA reserves the right to accept, decline and or negotiate any financial obligation those may be deemed legal responsibility of ANA.
7. Thus, ITFANA Chairman Tsewang Sherpalama has written a notification letter to Mr. Medini Adhikari Chairman the IBCCC and Mr. Utsab Gurung the former President of the GBNC of



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above decision pertaining to Boston Convention Financial Resolution.

Frequently asked Questions about the ANA/GBNC 28th ANA Boston Convention

This section addresses rumors and other pertinent questions rose in the community.

1. What was the total loss?

Without a complete and final report with verifiable invoices and receipts for services provided from the IBCCC and GBNC no profit and or loss to ANA can be determined at this point as per GAAP.

2. What are the outstanding liabilities of ANA?

ANA is not liable for any amount at this time. When and if IBCCC and GBNC provides a verifiable complete and final report with invoices and receipts for services provided and is accepted by the ITFANA to be in accordance to GAAP ; ANA's liability for 70% of the total loss if there infect is a loss and/or 30% profit if there was any profit.

3. Has any ANA officers benefited from the convention?

The president, general secretary and information director had no managerial authority. Their accommodations were self paid.

4. Who authorized the hotel accommodations and is that not taking benefit from the convention?

All accommodations were issued in written by Convention Chair Medini Adhikari via email authorization. Among the ANA officers, president reserved and paid his accommodation directly to the hotel (hotel invoice as evidence), information director reimbursed the accommodation taken in ANA account.

5. What was the primary reason for such a loss?

Again without final report certified by the Chairman of the convention and the former president of the GBNC no loss or profit can be determined.

6. Why is ANA being dragged into mud if ANA as an organization was separate from ANA convention organization?

Some have because of lack of facts and knowledge of legality in dealing with organizational financing; others have deliberately for their own agenda. Some have because of their emotional ownership attachment for their past contributions; others have deliberately to claim "senior leadership" by distorting the acts of "younger leaders". It is mostly political theater and nothing to do with facts and legality.

Please Note: Exhibits presented here are legal documents submitted to the ANA President which may be available for review by submitting a request and signing a no-misrepresentation of document agreement in public to the chairman of the ATFANA.

Any further inquires pertaining to this press release may be directed to ITFANA Chairman Tsewang Sherpalama at sherpalama@aol.com



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Next, the ITFANA shall submit the names of the Election commission to the Executive board for then election of the next Executive Officers.

Thank You,

Tsewang Sherpalama

Chairman

Independent Task Force of ANA

29th ANA Convention in Washington DC

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March 25,2011