



Central Institute of Higher Tibetan
Sarnath, Varanasi

DETAILS OF MOU/COOPERATION AGREEMENT/RESEARCH COLLABORATION
AGREEMENT SIGNED BY CUTS WITH OTHER ACADEMIC INSTITUTIONS

S.No.	Particulars of MoU/Cooperation Agreement/ Research Collaboration Agreement	Date of Signing of MoU/Cooperation Agreement	Duration of MoU/Cooperation Agreement
1.	Five College Consortium, Amherst, MA, USA: 1. Smith College 2. Hampshire College 3. Amherst College 4. Mount Holyoke College 5. University of Massachusetts		Conventional basis -----
2.	Agreement: CUTS & Institute of Mongolian, Buddhist and Tibetan Studies of the Siberian Branch of Russia Academy of Sciences, Russia	12.02.2006	-----
3.	A. MoU: CUTS & Wonkwang Digital University, Iksan City, Republic of Korea B. MoU: CUTS & Wonkwang Digital University, Iksan City, Republic of Korea (Extended MoU)	03.02.2007 08.10.2012	-----
4.	Cooperation Agreement: CUTS & International Institute of Higher Tibetan Studies, Huttenberg, Austria	02.10.2008	-----
5.	MoU: CUTS & University of Pune , Ganeshkhind, Pune	04.08.2009	-----
6.	Research Collaboration Agreement: CTA, Dharamsala & Emory University, Atlanta, USA & Acknowledgement by CTA's Investigator signed by CUTS	04.03.2010	3 Years

7.	MoU: CUTS & IGNOU, New Delhi	05.09.2011	-----
8.	A. LEASE DEED: CUTS & Tibetan Children's Educational & Welfare Fund (TCEWF) Dharamsala, Kangra H.P. B. MoU: CUTS & Tibetan Children's Educational & Welfare Fund (TCEWF) Dharamsala, Kangra H.P.	26.07.2012 30.10.2012	5 Years
9.	MoU: CUTS & Lab Sum Buddhist College Association of Republic of China, Taiwan	29.05.2013	5 Years
10	MoU: CUTS & University of Tasmania, Tasmania, Australia	-----	3 Years
11	MoU: CUTS & Nāgānanda International Institute for Buddhist Studies Manelwatta, Bollegala, Kelaniya, Sri Lanka	13.10.2014	5 Years
12	A. MoU: CUTS & Patna Museum, Patna B. MoU: CUTS & Patna Museum, Patna	04.03.2015 25.05.2018	A. 5 Years B. 5 Years
13	Cooperation Agreement: CUTS & Tuvan State University, The Republic of Tuva, the Russian Federation, Kyzyl	13.10.2016	-----
14	MoU: CIHTS & Swami Vivekanand Subharti University, Meerut (U.P.)	05.09.2018	5 years

AGREEMENT

on research collaboration between Institute of Mongolian, Buddhist and Tibetan studies of the Siberian Branch of Russian Academy of Sciences (Russia) and Central Institute of Higher Tibetan Studies (India, Sarnath, Varanasi)

1. PURPOSE OF THE AGREEMENT

Institute of Mongolian, Buddhist and Tibetan studies of the Siberian Branch of the Russian Academy of Sciences (hereinafter referred to as IMBT SB RAS) as represented by its Director, corresponding member of the RAS, Professor Bazarov B.V., and Central Institute of Higher Tibetan Studies (India, Sarnath, Varanasi) (hereinafter referred to as CIHTS) as represented by its Director Geshe Ngawang Samten, hereinafter referred to as Parties, recognizing the importance of international research collaboration, based on the interests of development of science in both countries and wishing to establish the links between Russian and Tibetan scholars in India, on the principles of equality and mutual benefit, concluded the present Agreement on the following issues specified below:

2. FORMS OF COLLABORATION

IMBT SB RAS and CIHTS build their relationship on the basis of legislations of Russia and India and act according to the statutes of academic institutions. The collaboration may be carried out in the following directions:

- development and implementation of joint research programs and grants;
- preparation and publication of joint monographs, collections of articles and journals;
- convening joint conferences, seminars, workshops, exhibitions, expeditions and other events on the mutually agreed topics;
- exchange of scholars and post-graduate students (on the basis of free equivalent exchange) within the limits of an annual quota for carrying out joint research;
- teaching and professional enhancement;
- co-operation in the development of information means and enlargement of scientific information and literature exchanges.

3. CO-OPERATION IN THE PROCESS OF THE AGREEMENT REALIZATION

IMBT SB RAS and CIHTS co-ordinate the activities on fulfillment of the agreement, control and provide assistance in the implementation of the joint research projects.

Authorized representatives of the Parties will meet alternately in India and Russian Federation to discuss topical issues of research collaboration and to consider the results of joint research work.

Joint commissions and expert groups may be formed to solve various questions that may arise in the collaborative process between the Parties.

4. AGREEMENT FULFILLMENT MECHANISM

To provide the fulfillment of the Agreement IMBT SB RAS and CIHTS agree to:

- presume the reciprocal participation of their representatives in the work of appropriate commissions (temporary research groups) according to the directions of scientific collaboration;
- conclude agreements, clarifying the ways of collaboration and mutual commitments;
- accept responsibility on publishing activity;
- compile contracts for implementation of the research projects with international organizations, scientific institutions of the third countries, state authorities and non-governmental organizations;
- provide funding for joint projects;
- coordinate activities on implementation of this Agreement.

The results of the joint research belong to both collaborating Institutions and may be freely utilized in their research activity.

To provide the legal copyright protection of the results of collaborative activity, the Parties will be led by appropriate international treaties and, if necessary, they will conclude two-sided agreements or contracts.

The Parties will co-operate with the scholars and specialists from the third Party in establishing contacts with the Institutions, not included into their organizational structure.

The points of this Treaty may be altered or supplemented on the mutual written agreement.

5. OTHER CONDITIONS

The present Agreement is effective from the day of its signing by both parties and will not expire until one of the parties submits a written declaration stating its desire to terminate the Agreement no later than three months prior to the desired date of agreement termination.

Any changes and amendments to the present agreement are made through the two-sided negotiations.

Actual collaborative activities may, if needed, be fixed in the Additions to the present agreement.

Additions to the agreement may be made bilaterally.

Actual programs, working schedules, deadlines of completion of research topics must be presented in the additions to this Agreement.

This Agreement is made in two copies, in the English and Russian languages, each of which is kept by each Party. The present agreement is signed in Sarnath, Varanasi on February, 12, 2006

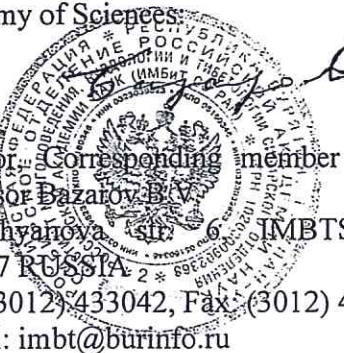
On behalf of the Central Institute of
Higher Tibetan Studies

Director, Geshe Ngawang Samten
CIHTS, Sarnath, Varanasi-221007, INDIA
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Institute of Mongolian, Buddhist and Tibetan
Studies of the Siberian branch of the Russian
Academy of Sciences

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СОГЛАШЕНИЕ

о научном сотрудничестве между Институтом монголоведения, буддологии и тибетологии Сибирского отделения Российской академии наук (Россия) и Центральным институтом высших тибетологических исследований (Индия, Сарнатх, Варанаси)

1. ЦЕЛЬ СОГЛАШЕНИЯ

Институт монголоведения, буддологии и тибетологии СО РАН, именуемый далее «ИМБТ СО РАН», в лице директора, члена-корреспондента Российской академии наук, профессора Базарова Б.В., и Центральный институт высших тибетологических исследований, именуемый далее «ЦИВТИ», в лице директора, профессора, геше-лхарамбы Нгаванг Самтена, именуемых в дальнейшем Сторонами, признавая важность международного научного сотрудничества, исходя из интересов развития науки в обеих странах и желая установить связи между российскими и тибетскими учёными в Индии, руководствуясь принципами равноправия и взаимной выгоды, заключили настоящее Соглашение о нижеследующем:

2. ФОРМЫ СОТРУДНИЧЕСТВА

Институт монголоведения, тибетологии и буддологии СО РАН и Центральный институт высших тибетологических исследований строят свои отношения на основе законодательства России и Индии и действуют согласно уставам научных учреждений.

Сотрудничество может осуществляться в следующих направлениях:

- разработка и реализация совместных научных программ, грантов;
- подготовка и издание совместных монографий, сборников статей, журналов;
- проведение совместных конференций, семинаров, выставок, экспедиций и других мероприятий по взаимно согласованной тематике;
- обмен научными сотрудниками и аспирантами (на основе эквивалентного обмена) в пределах установленной годовой квоты для проведения совместных исследований;
- чтения лекций и повышения квалификации;
- содействие по развитию средств информационной связи и расширению взаимовыгодных обменов научно-технической информацией и литературой.

3. ВЗАИМОДЕЙСТВИЕ В ХОДЕ РЕАЛИЗАЦИИ СОГЛАШЕНИЯ

ИМБТ СО РАН и ЦИВТИ обеспечивают координацию деятельности по выполнению обязательств, контролируют и оказывают взаимную помощь в реализации совместных научно-исследовательских проектов.

Уполномоченные представители Сторон будут встречаться поочередно в Индии и Российской Федерации для обсуждения актуальных вопросов научного сотрудничества и для рассмотрения научных результатов совместных исследований.

Для решения различных вопросов научного сотрудничества Стороны, по взаимной договоренности, могут создавать двусторонние комиссии и группы экспертов.

4. МЕХАНИЗМ ВЫПОЛНЕНИЯ СОГЛАШЕНИЯ.

Для обеспечения выполнения Соглашения ИМБТ СО РАН и ЦИВТИ:

- предусматривают взаимное участие своих представителей в работе соответствующих комиссий (временных научных коллективов) по направлениям научного сотрудничества;
- заключают договоры, конкретизирующие направления сотрудничества и взаимные обязательства;
- берут на себя обязательства по издательской деятельности;
- заключают договоры для реализации научно-исследовательских проектов с

международными организациями, научными учреждениями третьих стран, государственными органами и общественными организациями;

- обеспечивают финансирование совместных проектов;
- согласовывают мероприятия по реализации данного Соглашения.

Результаты совместных исследований являются общим достоянием участвующих в сотрудничестве институтов, ученых и могут быть свободно использованы ими для дальнейших исследовательских работ.

Для обеспечения правовой охраны полученных в ходе сотрудничества результатов Стороны будут руководствоваться соответствующими межгосударственными соглашениями и в необходимых случаях они будут также заключать двусторонние соглашения или контракты.

Стороны будут оказывать содействие ученым и специалистам другой Стороны в установлении контактов с научными учреждениями, не входящими в их организационную структуру.

Положения настоящего Соглашения могут быть изменены или дополнены по взаимной письменной договоренности Сторон.

5. ПРОЧИЕ УСЛОВИЯ

Настоящее Соглашение вступает в силу со дня его подписания обоими участниками Соглашения и не ограничивается каким-либо сроком, пока одна из сторон не подаст письменного заявления о своем желании прекратить действие Соглашения, не позднее, чем за три месяца до желаемой даты расторжения.

Любые изменения и уточнения к настоящему Соглашению делаются путем совместных переговоров.

Конкретные мероприятия по сотрудничеству могут по мере необходимости оформляться в Дополнениях к данному Соглашению.

Дополнения к Соглашению могут быть составлены в двухстороннем порядке.

Конкретные программы, рабочие планы, сроки исполнения тем должны быть представлены в Дополнениях к Соглашению.

Соглашение составлено в 2-х экземплярах, на русском и английском языках, по одному из которых хранится у каждой из сторон. Настоящее Соглашение подписано в г. Сарнатхе, Варанаси, Индия 12 февраля 2006 г.

От имени Центрального института
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E-mail: imbt@burinfo.ru



Дополнение к Соглашению
о научном сотрудничестве между Институтом монголоведения, буддологии и тибетологии
Сибирского отделения Российской академии наук (Улан-Удэ, Россия) и Центральным
Институтом высших тибетологических исследований (Сарнатх, Варанаси, Индия) от
12.02.06.

5 июня 2006

Улан-Удэ,
Республика Бурятия, Россия

В рамках Соглашения Стороны приняли решение осуществить в 2006-2008 гг. совместную программу «Культурно-историческое наследие буддийской цивилизации», которая включает в себя:

1. Подготовку сборника статей «Буддизм в трансформирующемся обществе» (публикация на английском языке в Индии и на русском языке в России) - 2006-2007 гг.
 2. Организацию совместной историко-культурологической экспедиции на территории России и Индии по теме «Культурно-историческое наследие тибетского буддизма в современной России и Индии».
 3. Направление научных сотрудников ИМБТ СО РАН на стажировки в рамках совместной программы (сезон 2006-2007 г. – Базаров А.А., Нестеркин С.П., Цыремпилов Н.В.).
 4. Проведение совместной конференции «Культурно-историческое наследие тибетского буддизма» в Улан-Удэ в июле 2008 г.
 5. Совместная публикация каталога раздела «Торбу» (разрозненные сочинения) Тибетского фонда ИМБТ.
 6. Консультации ЦИВТИ по каталогизации фонда тибетских рукописей и ксилографов ИМБТ.
 7. Консультации ЦИВТИ в комментировании и переводе классической тибетской литературы.
 8. Осуществление методической помощи в подготовке учебной литературы по основам буддизма для средних школ Бурятии.
 9. Методическая помощь Центрального института высших тибетологических исследований в разработке лекционных курсов по истории, философии и культуре тибетского буддизма для высших учебных заведений.
 10. Обмен изданиями Института высших тибетологических исследований и ИМБТ по буддийской тематике.
 11. Обеспечение закупок литературы по тибетологии и буддологии, издаваемой в России и Индии, на взаимной основе.
- Данное Дополнение составлено в 2-х экземплярах, на русском и английском языках, по одному из которых хранится у каждой из сторон.

От имени Центрального института
высших тибетологических
исследований

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буддологии и тибетологии СО РАН:

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E-mail: imbt@burinfo.ru



ADDITION TO THE AGREEMENT

on research collaboration between Institute of Mongolian, Buddhist and Tibetan studies of the Siberian Branch of Russian Academy of Sciences (Russia) and Central Institute of Higher Tibetan Studies (India, Sarnath, Varanasi) signed February 12, 2006 in Sarnath, Varanasi, India

June 5, 2006


Ulan-Ude,
Republic of Buryatia, Russian Federation

Within the framework of the Agreement the research program "Cultural and historical legacy of the Buddhist civilization" (2006-2008) is worked in the following manner:

1. Joint publication of the collection of papers under the title "Buddhism in the transforming societies" (publication in English in India and in Russian in Russia) - 2006-2007.
2. Organization of joint expedition "Historical and cultural legacy of Tibetan Buddhism in contemporary Russia and India" for conducting field research on the territories of Russia and India.
3. Exchange of research fellows within the program's frames (2006-2007 – Bazarov A.A., Nesterkin S.P., Tsyrempilov N.V.).
4. Convening of joint conference "Historical and cultural legacy of Tibetan Buddhism" in Ulan-Ude, 2008, July.
5. Joint publication of the Thor bu section (scattered works) catalogue of the Tibetan collection of the IMBT.
6. Consultations from the CIHTS for the IMBT in the cataloguing of the latter's Tibetan collection.
7. Consultations from the CIHTS in commenting and translating classical Tibetan literature for the IMBT.
8. Methodological assistance for the IMBT in preparing tutorials on the fundamentals of Buddhism for the middle schools of Buryatia.
9. Methodological assistance for the IMBT in preparing lecture courses on the history, philosophy and culture of Tibetan Buddhism for the higher educational organizations.
10. Mutual exchange of literature on Buddhist studies published by CIHTS and IMBT respectively.
11. Mutual providing purchase and shipping of scientific literature on Tibetan and Buddhist studies published in Russia and India.

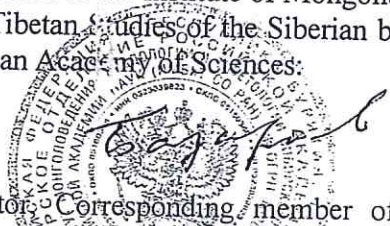
This Addition is made in two copies, in the English and Russian languages, each of which is kept by each Party.

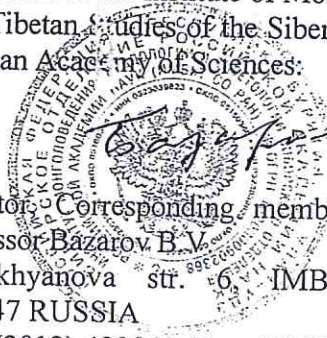
On behalf of the Central Institute of
Higher Tibetan Studies


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On behalf of the Institute of Mongolian, Buddhist
and Tibetan studies of the Siberian branch of the
Russian Academy of Sciences:


Director, Corresponding member of the RAS,
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ДОПОЛНЕНИЕ К СОГЛАШЕНИЮ

о научном сотрудничестве между Институтом монголоведения, буддологии и тибетологии Сибирского отделения Российской академии наук (Улан-Удэ, Россия) и Центральным университетом тибетологических исследований (бывший Центральный институт высших тибетологических исследований (Сарнатх, Варанаси, Индия) от 12.02.2006

08 сентября 2009 г.

Россия, Республика Бурятия
Улан-Удэ

В рамках Соглашения Стороны приняли решение осуществить следующие мероприятия по координации деятельности сторон в сфере создания и развития интегрированного ресурсного центра буддологических и центрально-азиатских исследований и культурного наследия стран буддийского ареала, объединяющего ресурсы академических учреждений, монастырских и частных коллекций, расположенных на территории России, Индии, Тибета, Монголии. Центральный университет тибетологических исследований осуществляет интеллектуальное и консультативное обеспечение следующих мероприятий:

1. создание электронного каталога письменных источников, архивов изображений, аудио и видеозаписей;
2. создание поисковой системы на базе единой системы метаописания и индексирования вышеперечисленных ресурсов;
3. создание цифровых копий источников и обеспечение к ним онлайн-доступа;
4. создание многоязычных электронных глоссариев, справочных систем, раскрывающих различные аспекты данной предметной области; формирование единой базы знаний;
5. совместная издательская деятельность по публикации каталогов, текстов и их переводов на английский, русский языки, результатов исследовательской деятельности.
6. создание центра по переводу буддийской литературы.

Данное Дополнение составлено в 2-х экземплярах, на русском и английском языках, по одному из которых хранится у каждой сторон.

От имени Центрального университета
тибетологических исследований

От имени Института монголоведения,
буддологии и тибетологии СО РАН

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E-mail: imbt@burinfo.ru, gunsema@mail.ru



ДОПОЛНЕНИЕ К СОГЛАШЕНИЮ

о научном сотрудничестве между Институтом монголоведения, буддологии и тибетологии
Сибирского отделения Российской академии наук (Улан-Удэ, Россия) и Центральным
университетом тибетологических исследований (бывший Центральный институт высших
тибетологических исследований (Сарнатх, Варанаси, Индия) от 12.02.2006

08 сентября 2009 г.

Россия, Республика Бурятия
Улан-Удэ

В рамках Соглашения Стороны приняли решение осуществить следующие мероприятия по координации деятельности сторон в сфере создания и развития интегрированного ресурсного центра буддологических и центрально-азиатских исследований и культурного наследия стран буддийского ареала, объединяющего ресурсы академических учреждений, монастырских и частных коллекций, расположенных на территории России, Индии, Тибета, Монголии. Центральный университет тибетологических исследований осуществляет интеллектуальное и консультативное обеспечение следующих мероприятий:

1. создание электронного каталога письменных источников, архивов изображений, аудио и видеозаписей;
2. создание поисковой системы на базе единой системы метаописания и индексирования вышеперечисленных ресурсов;
3. создание цифровых копий источников и обеспечение к ним онлайн-доступа;
4. создание многоязычных электронных глоссариев, справочных систем, раскрывающих различные аспекты данной предметной области; формирование единой базы знаний;
5. совместная издательская деятельность по публикации каталогов, текстов и их переводов на английский, русский языки, результатов исследовательской деятельности.
6. создание центра по переводу буддийской литературы.

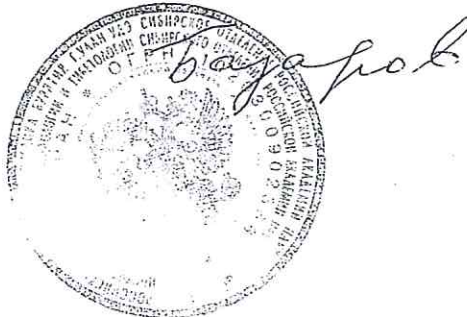
Данное Дополнение составлено в 2-х экземплярах, на русском и английском языках, по одному из которых хранится у каждой сторон.

От имени Центрального университета
тибетологических исследований

От имени Института монголоведения,
буддологии и тибетологии СО РАН

Директор, геше Нгаванг Самтен
ЦУТИ, Сарнатх, Варанаси-221007,
Индия
Тел.: (0542) 2585148
Факс: (0542) 2585150
E-mail: vcoffice.cuts@gmail.com

Директор, чл.-корр. РАН, профессор
Базаров Б.В.
ИМБТ, ул. Сахьяновой, д. 6, Улан-Удэ, 670047
Россия
Тел.: (3012) 434625, Факс: (3012) 433551
E-mail: imbt@burinfo.ru, gunsema@mail.ru.



ADDITION TO AGREEMENT

on research collaboration between the Institute of Mongolian, Buddhist and Tibetan studies of Siberian Branch of Russian Academy of Sciences (Russia) and Central University of Tibetan Studies (former Central Institute of Higher Tibetan Studies) (India, Sarnath, Varanasi) signed on February 12, 2006 in Sarnath, Varanasi, India

September 08, 2009

Ulan-Ude
Republic of Buryatia, Russian Federation

Within the framework of the Agreement the Parties have made a decision to carry out the following actions on coordination of activities in the sphere of creation and development of the integrated resource center of Buddhist and Central Asian studies and the cultural heritage of the countries of the Buddhist areas integrating resources of the academic establishments, monastic and private collections located on the territory of Russia, India, Tibet and Mongolia. Central University of Tibetan Studies will provide consultative and intellectual support of the following:

1. Compilation of the electronic catalogue of written sources, archives of images, and audio- and video-recordings;
2. Development of search system on the basis of uniform system of metadescription and indexing of the above mentioned resources;
3. Creation of digital copies of sources and on-line access supply;
4. Creation of multilingual electronic glossaries, reference systems, concerning various aspects of the research field; formation of the united knowledge base;
5. Cooperation in publishing of catalogues, texts and translations into English and Russian, as well as the research results;
6. Establishment of a translation center of Buddhist literature.

This Addition is made in two copies in English and Russian Languages. Each Party keeps both copies.

On behalf of the Central University of
Tibetan Studies

Institute of Mongolian, Buddhist and Tibetan
Studies of the Siberian branch of the Russian
Academy of Sciences

Director, Geshe Ngawang Samten
CUTS, Sarnath, Varanasi-221007, INDIA
Tel.: (0542) 2585148
Fax: (0542) 2585150
E-mail: vcoffice.cuts@gmail.com

Director, Corresponding member of RAS
Professor Bazarov B.V.
M.Sakhyanova str., 6, IMBTS, Ulan-Ude,
670047 RUSSIA
Tel.: (3012) 434625, Fax: (3012) 433551
E-mail: imbt@burinfo.ru, gunsema@mail.ru



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On behalf of the Central University of
Tibetan Studies

Institute of Mongolian, Buddhist and Tibetan
Studies of the Siberian branch of the Russian
Academy of Sciences

Director, Geshe Ngawang Samten
CUTS, Sarnath, Varanasi-221007, INDIA
Tel.: (0542) 2585148
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Director, Corresponding member of RAS
Professor Bazarov B.V.
M.Sakhyanova str., 6, IMBTS, Ulan-Ude,
670047 RUSSIA
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E-mail: imbt@burinfo.ru, gunsema@mail.ru



Expanded MOU of Central University of Tibeetan Studies & Wonkwang Digital University

Aim and Scope of MOU

The Central University of Tibeetan Studies, India and Wonkwang Digital University, Korea, being based on mutual equality and respect, agree to strengthen MOU which was agreed and signed in 2007, to develop more ties of the same fields and the educational programs within the following range.

1. Teaching staffs who have the common relevant subjects and departments of two universities can share information and do collaboration in research, educational programs and publication. To proceed in this action academic organization and institute composed of teaching staffs of two universities can be established.
2. In necessary required subjects some important lectures can be reformed and made newly on-line and off line. They can be open to students of two universities and to the general people in need.
3. When teaching staffs and students for research want to stay in the opposite university, the host university can provide facilities, necessary guideline and counseling.
4. Interchange students can be allowed for language training or relevant subject learning.
5. To pursue the above mentioned, committees of two universities can be made to discuss and decide the detail of program (condition and method, time of educational program).

Validity of the agreements

The above -mentioned contents of MOU should be discussed in detail before signing and be kept in the written form.

Renewal and Expiration of MOU

1. In the event of failure in performance of obligations by either party, as laid in the MOU, the MOU may be terminated by any party giving the other party a prior written notice of not less than 3 months of this its intention to do but without dishonoring any commitments entered into prior to the date of notice of termination.

2. IN WITNESS WHERE OF both the parties have here set and subscribed their hands and seals, the day of the year herein above mentioned.

Central University of Tibeetan
Studies

Vice -Chancellor
Prof. Ngawang Samten

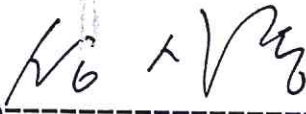
Wonkwang Digital University
President

Prof. Sijong Seong

Signature



Signature



08 / 10 / 2012 /

08 / 10 / 2012 /

인도티벳국립대학교 · 한국 원광디지털대학교 업 무 협 력 강 화 협 약 서

협약목적 및 범위

인도 티벳국립대학교와 한국 원광디지털대학교는 호혜평등, 상호존중의 원칙에 입각하여 2007년에 체결된 기존의 협약내용에 더하여 다음과 같은 분야의 유대를 강화하고 상호 교육사업의 활성화를 위하여 아래와 같은 범위 내에서 업무협력을 확대체결 한다.

1. 양 대학간 관련된 분야의 교수들은 연구와 교육 출판에서 정보를 공유하고 협력한다. 이 사항을 실현하기 위해 양 대학의 교수들로 구성된 학회나 연구소를 설립할 수 있다.
2. 양 대학간 협의된 과목들은 온라인 오프라인 형태로 과목을 공동 개발하여 필요시 양 대학의 학생들과 일반인들에게 수강하게 할 수 있다.
3. 교수와 학생들이 연구 목적으로 상대방의 대학에 머물고자 할 때 해당 대학은 시설과 필요한 안내와 상담을 제공할 수 있다.
4. 언어습득 및 관련된 교과목에 대하여 교환 학생제를 실시 할 수 있다.
5. 위에 언급된 사항을 추진하기 위하여 양 대학은 공동 추진 위원회가 만들어져 추가협약된 사항에 대하여 프로그램진행(교육 프로그램의 조건, 방법, 시간 등)을 논의하고 결정해야 한다.

세부 협약의 효력

본 협약서에 이행된 각각의 구체적인 활동에 대한 협약의 구체적 내용은 두 계약 당사자가 활동의 시작 전에 협의하고 그 내용이 문서로 작성되어야 한다.

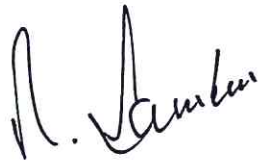
협약의 갱신, 종료

1. 본 협약은 양 기관의 대표자가 서명한 날로부터 유효하며 계약 종료 시 3개월 전에 서면으로 일방 당사자가 다른 당사자에게 협약의 종료에 관한 통지가 없는 한 협약은 동일한 조건으로 갱신된다.
2. 양 기관은 필요한 경우 본 협약을 서면에 의한 상호 합의를 통해 개정할 수 있다.

그 증거로써, 각 기관의 대표자들은 이 협정에 서명한다.

티벳국립대학교
총장 나완삼텐

한국원광디지털대학교
총장 성시종



2012년 / 10월 / 08일 /

2012년 / 10월 / 08일 /

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into at Varanasi, India, on this 3rd day of February, 2007 between the Central Institute of Higher Tibetan Studies, a University having its campus at Sarnath, Varanasi, India, through the Registrar herein after called the FIRST PARTY (Which expression shall include their succession and assigns).

And

Wonkwang Digital University, a digital University having their registered office at 344-2 Sinyong-dong, IKSAN City in The Republic of Korea through their authorized representative Prof. Kamalakar Mishra hereinafter called the SECOND PARTY (Which expression shall include their succession and assigns).

Whereas the FIRST PARTY is the Central Institute of Higher Tibetan Studies, a University fully equipped and staffed for instruction as training in the subjects including Tibetan Medical System, Yoga and Meditation.

And whereas the SECOND PARTY has established a new department of YOGA and Meditation from 2004 and now is introducing training in Indian Traditional Meditation and Yoga and hence requested the FIRST PARTY to provide necessary resource support to the SECOND PARTY for smooth development and conduct of their courses and the FIRST PARTY has agreed for the same on the following terms and conditions:

Now this Agreement witnessed and it is hereby agreed by and between the two parties hereto as under:

2. The Objective of MoU is to ensure that the SECOND PARTY collaborates with the FIRST PARTY for provision of resource support by the FIRST PARTY to the SECOND PARTY in the following areas:

- i) For framing and reframing the courses of study for the concerned department of Wonkwang Digital University.
- ii) Development of linkage between the Tibetan University at Sarnath and Wonkwang Digital University in both theoretical and practical training.
- iii) Organisation of training program on YOGA, Meditation, Traditional Studies and Traditional Medical System at Sarnath.
- iv) Deputation and exchange of experts between the two Institutions if and when required and requested.
- v) Exchange of information on mutual academic interest between the two Institutions.

3. THE FIRST PARTY hereby agrees to:

- i) Extend support for framing and reframing the courses of study for Dept. of Yoga and Meditation, Wonkwang Digital University.
- ii) Develop linkages with the SECOND PARTY in the field of Tibetan Medical System, YOGA and Meditation.

Kamalakar Mishra
(Retired) Professor & Head
Dept. of Philosophy & Religion,
Varanasi Hindu University, Varanasi.
Social Meritus Professor,
Dept. of Yoga-Studies & Meditation,
Wonkwang Digital University.



- iv) Implement projects and programs, jointly with SECOND PARTY, related to Tibetan Medical System, Yoga and Meditation subject to necessary financial support from the SECOND PARTY.
- v) Depute its faculty members on the Campus of the SECOND PARTY for a period not exceeding 03 months for training and development of courses subject to provision of complete financial support from the SECOND PARTY. However, the SECOND PARTY shall inform the FIRST PARTY with regard to its requirement well in advance to ensure that the regular academic activities of the FIRST PARTY do not suffer.
- vi) Schedule training programs (upto two programs in a year) of 15-30 days duration for the group of students (not more than 50) of the SECOND PARTY on its campus on mutually agreed financial terms. However, the SECOND PARTY will inform well in advance to ensure that the regular academic activities of the FIRST PARTY do not suffer.
- vii) Provide boarding and lodging facilities to the group of students of the SECOND PARTY for training on the campus of the FIRST PARTY subject to availability of accommodation on payment basis.

3. THE SECOND PARTY hereby agrees to:

- viii) Pay the FIRST PARTY the consultancy charges, as mutually agreed upon, for framing the courses of study in Tibetan Medical System, Yoga and Meditation and other resource support provided by the FIRST PARTY to the SECOND PARTY.
- ix) Bear the entire cost of travel, stay and provision of remuneration to the faculty members of the FIRST PARTY when invited on to its Campus for training and other support.
- x) Pay the FIRST PARTY the training fee for the group of students of the SECOND PARTY visiting the FIRST PARTY for training on Tibetan Medical System, Yoga and Meditation, as mutually agreed upon by the two parties.
- xi) Pay the FIRST PARTY the boarding and lodging for the group of students of the SECOND PARTY visiting the FIRST PARTY for training on Tibetan Medical System, Yoga and Meditation provided by the FIRST PARTY on availability.
- xii) Make all payments, as agreed upon by the two parties, for the performance of any of the obligations under this MOU by the FIRST PARTY, in advance, to the FIRST PARTY in the name of REGISTRAR.
- xiii) Make a request for resource support to the FIRST PARTY well in advance to ensure that regular academic activities of the FIRST PARTY do not suffer.

4. Amendments of MoU:

- i) The MoU will be initially signed for a period of 3 years, which can be extended for further period on terms and conditions mutually agreed upon between the parties.

Dr. Mamalakar Mishra
 (retired) Professor & Head,
 Department of Philosophy & Religion,
 Banabadi, Banaras Hindu University, Varanasi,
 India
 Emeritus Professor,
 Department of Yoga-Studies & Meditation,
 Kuvang Digital University,



by both the parties hereto or their authorized representatives and specially stating the same to be an amendment to this MOU.

5. Termination of MoU:

In the event of failure in performance of obligations by either party, as laid in the MoU, the MoU may be terminated by any party giving the other party a prior written notice of not less than 3 months of this intention to do but without dishonouring any commitments entered into prior to the date of notice of termination.

IN WITNESS WHEREOF both the parties have here unto set and subscribed their hands and seals, the day of the year herein above mentioned.

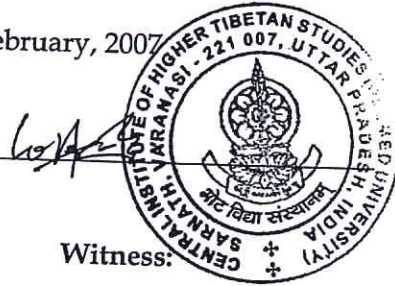
For and on behalf of Central Institute of Higher Tibetan Studies, a University.

Name: Prof. Lobsang Tenzin
Designation: Registrar

Address: Sarnath, VARANASI (U.P.)
INDIA 221007

Date: 3rd February, 2007

Signature



Witness:

For and on behalf of Wonkwang digital University.

Name: Prof. Kamalakar Mishra
Designation: Special Emeritus Professor

Address: 344 -2, Sinyong-dong, IKSAN
city, Jeonlabuk-do, Republic of Korea

Date: 3rd February, 2007

Signature

Kamalakar Mishra

Dr. Kamalakar Mishra
(Retired) Professor & Head,
Deptt. of Philosophy & Religion,
Wonkwang Digital University, Varanasi,
Special Emeritus Professor.

For and on behalf of Central Institute Higher Tibetan Studies, a University.

Name: Dr. Wangchuk Dorjee Negi
Designation: Dean, Department of Indian Buddhist Philosophy, CIHTS

Address: Sarnath, VARANASI (U.P.)
INDIA 221007

Date: 3rd February, 2007

Signature

Dr. Wangchuk Dorjee Negi

For and on behalf of Wonkwang digital University.

Prof. Jongsoon Seo
Designation: Head, Department of Yoga Studies and Meditation, Wonkwang Digital University.

Address: 344 -2, Sinyong-dong, IKSAN
City, Jeonlabuk-do, Republic of Korea

Date: 3rd February, 2007

Signature

Jongsoon Seo

Kamalakar Mishra
Retired Professor & Head,
Deptt. of Philosophy & Religion,
Wonkwang Digital University, Varanasi,
Special Emeritus Professor.
Head, Department of Yoga-Studies & Meditation,
Wonkwang Digital University,
Jeonlabuk-do, South Korea



COOPERATION AGREEMENT

We, the Central Institute of Higher Tibetan Studies (University) (hereinafter referred to as "CIHTS") Sarnath, Varanasi, India and the Tibet Center - International Institute of Higher Tibetan Studies (hereinafter referred to as "IIHTS") Hüttenberg, Austria acknowledge and agree the terms and conditions set forth in this agreement (the "Cooperation Agreement").

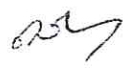
PREAMBLE

Under the patronage of His Holiness the Dalai Lama the IIHTS will be established in Hüttenberg, Austria, aiming to preserve Tibetan cultural heritage and knowledge and to educate desirous people in Tibetan Cultural Studies.

His Holiness the Dalai Lama asked the CIHTS (University) to support IIHTS in its educational programme which was accepted by the Director/Vice Chancellor, Prof. Geshe Ngawang Samten. Based on this acceptance and on a couple of meetings IIHTS is pointing out:

1. IIHTS will start its educational programme with short- and long-term courses. On the request of IIHTS, the CIHTS will jointly work on designing the curriculum for the short- and long-term certificate and diploma courses as well as for the university accreditation in Tibetan Buddhist Science & Philosophy and Tibetan Language according to the Austrian system and law. The expenditure incurred on CIHTS for this work will be borne by IIHTS.
2. CIHTS will send teachers as and when they are available, but not every year. CIHTS will send one teacher for one whole semester or two teachers one for earlier and another for later half of the semester. This will have to be managed due to the heavy engagements and commitments of the scholars at the Institute.

While the IIHTS will start to search English speaking teachers in Tibetan Buddhist Science & Philosophy and Tibetan Language through advertisement, the CIHTS will assist IIHTS to provide experts for interview during the selection process on its request.



IIHTS will take responsibility for all expenses of the teacher sent by CIHTS (including travelling, visa, insurance, accommodation, honorarium).

3. As IIHTS is now accredited as a non-profit association but not yet as a university it will need CIHTS special support for certification until the accrediting process will be done.

Students of the IIHTS will be awarded certificates for short- and long-term certificate and diploma courses. IIHTS therefore requested CIHTS to agree to issue certificates for certificate and diploma courses jointly run by CIHTS and IIHTS. CIHTS agreed the request.

4. It was claimed by Carinthian State Government that IIHTS will try to obtain the university level as it was accepted by IIHTS association which was acknowledged by the office of His Holiness in Dharamsala, and the Tibet Bureau in Geneva. Therefore IIHTS requests CIHTS to provide all necessary supporting letters and documents needed for the university accrediting process. CIHTS agreed to do their best to give support to IIHTS for university accrediting process.
5. When IIHTS will be accredited as a university and will be a well accepted and reputed institution it affirms to do their best to give support to CIHTS.

Acceptance of the above stated conditions is herewith acknowledged

**Central Institute of Higher
Tibetan Studies (University)**

**Tibet Center – International
Institute of Higher Tibetan Studies**

**Prof. Geshe Ngawang Samten
Director/Vice Chancellor**

**Geshe Tenzin Dhargye
Director /Vice President**


Signature:


Signature:

Date: *27 October 2008*

Date: *27/October/2008*



UNIVERSITY OF PUNE
DEPARTMENT OF PALI



Ganeshkhind,
PUNE-411007.

Phone : (O) 25601344

Extn.: 1344

Email : hodpali@unipune.ernet.in

Fax : 25601344

Ref. No. : DP/ 1834109.

Date : 16/12/09...

To,
The Hon'ble Vice Chancellor,
The Central University of Tibetan Studies,
Sarnath,
Varanasi - 221007,
Uttar Pradesh.

Subject - An MoU

Respected Sir,

I am happy to inform you that the MoU between University of Pune and the Central University of Tibetan Studies, Sarnath has been approved and signed by both parties. I am here by sending the original MoU for your kind perusal and necessary action. I hope that this MoU would be fruitful and would enhance the academic collaboration between our two institutions.

Thanking you with regards.

Yours Sincerely,

21.31.09
Prof. M. A. Deokar

Professor & Head
Department of Pali
University of Pune
Pune - 411 007.



उत्तर प्रदेश UTTAR PRADESH

AB 308823

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on 4th August, 2009.

BETWEEN

University of Pune, Ganeshkhind, Pune – 411 007, a body corporate governed by Maharashtra Universities Act, 1994 (Maharashtra Act No. XXXV of 1994) through the Registrar, of the One Part.

AND

Central University of Tibetan Studies, Sarnath, Varanasi – 221 007, through the Registrar, of the Other Part.

WHEREAS the University of Pune is a reputed University in India providing higher education in most of the branches of knowledge, besides excelling in research in various disciplines in Science and Humanities Streams, in addition to being a pioneer institution in innovating new ideas.

AND WHEREAS the Central University of Tibetan Studies is a premier University for higher studies in Buddhism and Tibetan Literature and Culture along with research in respective fields, and also conducts various activities such as International and national seminars, conferences, workshops with themes pertaining to Buddhism and Tibetan Studies.

४२६९

जन्मदिनांक: ११/२/७०

वैवाहिक स्थिति: विवाहित

पति का नाम: श्री. राजेश कुमार

पते का पता: क-३/५५, ११०६९, १२/१५/२१२२०००, २१२२०००

पेशा: गोपनीय

संस्था का नाम: १०००

संस्था का पता: १०००

संस्था का फोन नंबर: १०००

संस्था का ईमेल: १०००

संस्था का वेबसाइट: १०००

संस्था का पता: १०००

संस्था का फोन नंबर: १०००

संस्था का ईमेल: १०००

संस्था का वेबसाइट: १०००

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WHEREAS the University of Pune and Central University of Tibetan Studies have a common objective of the development and dissemination of knowledge.

AND WHEREAS the University of Pune and Central University of Tibetan Studies are willing to cooperate in the promotion of teaching and research and desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a better way.

AND WHEREAS the activities under this MoU will be carried out through the Department of Pali of the University.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SCOPE OF COOPERATION:

- 1.1. The activities to be carried out under this cooperation shall include:-
 - Exchange of students
 - The exchange of teaching and research staff
 - Joint scientific research
 - The exchange of scientific papers and publications
 - The exchange of academic information and publications
 - Promotion of participation of the faculty members in the courses, conference, seminars and congresses
- 1.2. The details of institutional and individual responsibilities necessary for the accomplishment of each activity to be carried out under this MoU shall be set forth in a Supplemental Letter of MoU which upon signing by the authorized representatives of both the Institutions, shall become an integral part of this MoU.
- 1.3. Both the Universities will endeavour to assist each other in the development of their educational services.
- 1.4. Both the Universities will attempt to maintain parity with personal exchange arrangements over the period of this MoU.
- 1.5. Whilst the purpose of this MoU is to outline an academic and management framework between the Universities, they do not intend to be legally bound to each other, and this MoU does not impose any legal obligation on either party.
- 1.6. The undertaking of each activity to be carried out under this MoU, will be subject to the availability of funds.

2. COORDINATION COMMITTEE:

- 2.1. There will be a Co-ordination Committee for effective execution of the activities to be carried out under this MoU and for reviewing their progress. The composition of this Committee will be as follows:
- a) One Coordinator nominated by the Vice Chancellor of the University of Pune
 - b) One Coordinator nominated by the Vice Chancellor of the Central University of Tibetan Studies
 - c) One member nominated by the Vice-Chancellor of the University of Pune.
 - d) One member nominated by the Vice-Chancellor of the Central University of Tibetan Studies
- 2.2. The Chairperson of the Committee shall be designated annually on an alternating basis between (a) and (b).
- 2.3. The Committee shall submit a written report of the progress of the activities to be carried out under this MoU to each Party, annually, together with any suggestions for improvements.

3. EFFECTIVE DATE AND DURATION OF THE MOU:

This MoU shall be effective from the date it is signed by the parties hereto. The duration of the MoU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause 5.

4. AMENDMENT TO MOU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

5. TERMINATION OF MOU:

- 5.1. The MoU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonouring any commitment entered into prior to the date of termination notice.
- 5.2. This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.
- 5.3. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

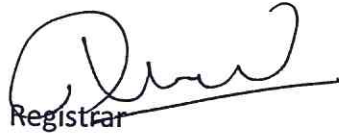
6. DISPUTE RESOLUTION:

Any dispute arising under the terms and conditions of this MoU shall be referred to a competent independent Arbitrator as agreed to by both the Universities.

IN WITNESS WHEREOF both the parties hereto have hereunto set their hands the date and year hereinabove mentioned.

For and on behalf of

For and on behalf of

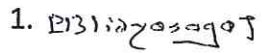


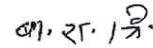
Registrar
University of Pune
Registrar,
University of Pune
Pune-7



Registrar
Central University of Tibetan Studies
Registrar
Central University of Tibetan Studies
Sarnath, Varanasi 221 007, U.P.

Witnesses:

1. 



2. Dean, Faculty of Shabda Vidya

RESEARCH COLLABORATION AGREEMENT

This Agreement is between **Emory University** ("EU"), with offices located at Office of Technology Transfer, 1599 Clifton Road NE, 4th Floor, Atlanta, GA 30322, USA and the Kashag (Cabinet) of the **Central Tibetan Administration of His Holiness the Dalai Lama** ("CTA") with offices located at Department of Health, Central Tibetan Administration, Dharamsala – 176215, H. ~~K.~~^{P.} India (collectively, the "Parties").

BACKGROUND

1. The parties want to collaborate on a research project analyzing Tibetan medical herbs extracts for potential antiviral and anticancer activity.
2. During the term of this Agreement, research materials required to conduct the research project will be transferred between the Parties.

TERMS AND CONDITIONS

Article 1 DEFINITIONS

- 1.1 "**Confidential Information**" includes scientific, business, or financial information pertaining to the Research Project (defined below) that is designated as confidential by Provider (defined below). Confidential Information does not include information that: (i) is in the public domain other than as a result of a disclosure by Recipient (defined below) or any of Recipient's representatives in violation of this Agreement; (ii) was in the possession of Recipient before disclosure by the Provider; (iii) is acquired by Recipient from a third party having no obligation of confidentiality to Provider; (iv) is hereafter independently developed by Recipient, without reference to Confidential Information received from Provider; (v) Provider expressly authorizes Recipient to disclose or (vi) Recipient is required to disclose by court order.
- 1.2 "**Invention**" means any invention or discovery that is or may be patentable or protectable under applicable laws.
- 1.3 "**Investigator**" means the principal researcher designated by a Party to direct the Research Project.
- 1.4 "**License Agreement**" means any license agreement that is entered into by EU under this Agreement and grants to Licensee (as defined below) thereunder the right to make, have made, use, import, offer to sell and/or sell products covered by Patent Rights claiming an Invention, or any agreement granting an option for such a license.
- 1.5 "**Licensee**" means any licensee to a License Agreement.
- 1.6 "**Material**" means Original Material, Progeny, and any material created by Recipient that constitutes an unmodified functional subunit of or product expressed by Original Material including but not limited to subclones of unmodified cell lines, purified or fractionated subsets, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

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- 1.7 "Modifications" shall mean substances created by EU which contain/incorporate the Material.
- 1.8 "Net Revenues" means gross proceeds received by EU from the licensing of Patent Rights claiming an Invention less all reasonable and actual out-of-pocket costs (exclusive of any salaries, internal administrative, or other indirect costs) incurred by EU and CTA in the preparation, filing, prosecution, and licensing of Patent Rights, and litigation and maintenance of resulting patents.
- 1.8 "Original Material" means a material provided by one of the Parties and used in the Research Project.
- 1.9 "Patent Rights" means all right, title and interest in, to and under any existing patent applications and any substitutions, extensions, divisionals, continuations, or foreign counterparts of the foregoing patent applications and patents which issue thereon anywhere in the world, including reexamined and reissued patents.
- 1.10 "Progeny" means unmodified descendent from Material, such as virus from virus, cell from cell, or organism from organism.
- 1.11 "Provider" means the Party that provides Original Material or discloses Confidential Information to the other Party under this Agreement.
- 1.12 "Recipient" means the Party that receives Original Material or Confidential Information from the other Party under this Agreement.
- 1.13 "Research Project" means the collaborative research described in Appendix A.
- 1.14 "Results" means all experimental results and raw data arising from the Research Project.

Article 2 COLLABORATIVE RESEARCH

- 2.1 CTA and EU agree to collaborate on the Research Project. The Investigator for CTA will be Lobsang Tenzin, Menrampa and the Investigator for EU will be Raymond F. Schinazi, Ph.D., D.Sc. The Emory-Tibet Partnership shall act as a facilitator and coordinator between CTA and EU.
- 2.2 Nothing in this Agreement will be construed to limit the freedom of either Party from engaging in similar research with other parties.
- 2.3 The Parties recognize that the Research Project describes the collaborative research to be conducted under this Agreement and that the goals set forth in Appendix A are good faith guidelines. If events occur that require substantial modification of the Research Project, the Parties may amend Appendix A according to Paragraph 6.2.1 of this Agreement.
- 2.4 EU shall pay its own costs and expenses for administering and conducting the Research Project. EU shall pay for reasonable costs and expenses of the CTA Visitors and travel and other reasonable expenses described below, not to exceed a total of US\$50,000 per year for a maximum of three (3) years, and provided that reimbursement of expenses incurred by CTA shall be subject to advance written approval of the Investigator for EU or his designee at EU. Certain CTA research personnel ("CTA Visitors") and other

CTA persons selected by mutual agreement between the CTA and EU Investigators may make periodic visits to EU in connection with the Research Project. The CTA Visitors shall be junior researchers capable of making meaningful contributions to the Research Project whose professional development and future professional opportunities are likely to benefit significantly from this experience. The planning and scheduling of such visits shall be subject to the mutual approval of the Investigators for CTA and EU. EU shall pay reasonable transportation expenses associated with such visits by CTA Visitors and such other approved CTA persons, including coach airfare, consistent with EU policies on reimbursement of EU employees for travel expenses. EU shall hire each CTA Visitor into an appropriate temporary visiting faculty or staff title for the duration of his or her visit, contingent upon legal eligibility to work in the US for EU and all required EU approvals and in accordance with applicable EU policies and procedures. EU shall be responsible for the payment of salaries, fringe benefit costs, and other expenses associated with its employment of the CTA Visitors. Meals, accommodation and other personal expenses for each CTA Visitor while at EU shall be his or her sole responsibility. During their time at EU, the CTA Visitors shall be subject to all applicable EU policies then in effect.

Article 3 CONFIDENTIALITY; PUBLICATIONS

3.1 Confidential Information

- 3.1.1 Either Party may disclose or receive Confidential Information under this Agreement.
- 3.1.2 All Confidential Information exchanged between the Parties must conspicuously bear the words "Confidential Information" or "Confidential." Confidential Information exchanged orally or through observation must be reduced to writing and marked "Confidential Information" or "Confidential" within 30 days after disclosure to be considered Confidential Information.
- 3.1.3 Recipient will maintain Confidential Information in confidence for a period of three (3) years from the effective date of this Agreement and will protect Confidential Information with the same degree of care as Recipient uses to protect its own Confidential Information. The Confidential Information will only be used for the Research Project.
- 3.1.4 Recipient may disclose Confidential Information to its employees, consultants, or contractors to whom it is necessary to disclose this information for the purpose of the Research Project. Recipient may make these disclosures only under terms at least as restrictive as those specified in this Agreement. Recipient agrees that disclosure of Confidential Information may not be made to any party not listed herein unless Provider grants prior written approval to Recipient. Notwithstanding anything to the contrary contained herein, Recipient may disclose Confidential Information to potential commercial partners under a restricted disclosure agreement with terms at least as restrictive as those specified in this Agreement after Recipient has informed the Provider of the disclosure.

- 3.1.5 Recipient may disclose Confidential Information if required to do so by law, regulation, or court order. If Recipient, or anyone to whom it discloses Confidential Information in accordance with Article 3, becomes legally required to disclose any Confidential Information, Recipient will provide timely notice to Provider and, to the extent practicable, consult with Provider prior to any disclosure.

3.2 Publications

3.2.1 Publications

3.2.1.1 In addition to the specific goals of the Research Project, the Parties view dissemination of research findings, both by publication and oral presentation, as an essential objective of the Research Project. Authorship will be decided according to commonly accepted conventions for scientific publications.

3.2.1.2 The Parties are encouraged to make publicly available the results of the Research Project. Before either Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about any Invention made in the course of the Research Project, the other Party will have 30 days to review proposed manuscripts and 5 days to review proposed abstracts to assure that its Confidential Information is protected. Either Party may request in writing that the proposed publication or other disclosure be delayed for up to 30 additional days as necessary to file a patent application.

3.2.2 Reference to Emory-Tibet Partnership and Tibetan medical plants

Any publications sponsored by or authored by either party (including any authored by the Investigator any researcher under the supervision of the Investigator) relating to the Research Project are subject to Sections 6.5.3 and 6.5.4 of this Agreement.

Article 4 INVENTIONS; DATA; PATENTS; COPYRIGHTS and LICENSING

4.1 Inventions

4.1.1 The Parties acknowledge the possibility that Inventions may be made in the course of the Research Project. Inventorship of those Inventions will be determined in accordance with applicable U.S. laws and regulations (but ownership of such Inventions is subject to Section 4.1.2 below).

4.1.2 Inventions made in the course of the Research Project and any Patent Rights that claim such Inventions will be jointly owned by the Parties (regardless of which party or other person is the actual inventor under applicable patent law). Each Party will take such additional actions and execute such additional assignments and documentation so as to effect the intent of the foregoing sentence as may be reasonable under the circumstances.

4.1.3 Each Party will report to the other Party, in writing, all Inventions made during the Research Project no later than three (3) months from the time the invention is disclosed to either Party by their Investigator. The reports will be written in sufficient detail to determine inventorship and will be treated as Confidential Information in accordance with Article 3.

4.1.4 In the event any Inventions are made in the course of the Research Project, the Parties will confer with each other regarding a patent filing strategy. EU shall direct the filing, prosecution and maintenance of all patent applications and patents under any Patent Rights claiming an Invention. EU shall prepare and file appropriate United States and foreign country patent applications covering Inventions made in the course of the Research Project and shall provide to CTA all serial numbers and filing dates, together with copies of all the applications, including copies of all patent prosecution actions, responses and other communications. As reasonable under the circumstances and relevant deadlines, EU will give CTA an opportunity to comment during all such patent prosecutions.

4.1.5 EU shall pay the costs for filing, prosecution, maintenance and enforcement of Patent Rights claiming an Invention made in the course of the Research Project but if and when there are Net Revenues generated from the Patent Rights, EU is entitled to recoup one-half of such costs out of CTA's share of Net Revenues (except to the extent such costs are paid by Licensee(s)). If EU anticipates the possibility of any extraordinary costs, EU shall provide CTA with full particulars and shall discuss with CTA a mutually acceptable course of action prior to incurring such expenditures. If Licensee(s) agrees to pay for any portion of costs for Patent Rights claiming an Invention made in the course of the Research Project, EU shall pay costs not reimbursed by Licensee(s) but is entitled to recoup one-half of such costs from CTA's share of Net Revenues generated from the Patent Rights (except to the extent such costs are paid by Licensee(s)). Costs paid by EU and specifically reimbursed later by a Licensee shall be paid to the EU.

4.2 Data

4.2.1 Each Party will jointly own the data generated in connection with the Research Project.

4.2.2 Each Party will disclose to the other Party a summary of all Results generated under this Agreement. Subject to the restrictions in Article 3, both Parties shall have the Right to use the Results for their internal research purposes.

4.3 Licensing and Revenue Sharing

4.3.1 CTA hereby appoints EU as its sole agent in negotiating, executing and maintaining License Agreements and grants EU the exclusive right to execute License Agreements on CTA's behalf. CTA will have the right to review, comment upon and approve any proposed License Agreement or amendment thereto, prior to execution, such approval not be unreasonably withheld. CTA agrees that its approval will not be withheld due to the financial terms of the

agreement. EU shall diligently seek a Licensee for the commercial development of commercial products under the Patent Rights claiming an Invention made in the course of the Research Project and shall promptly provide to CTA copies of all executed License Agreements. EU shall have the final authority to enter into negotiations and to execute License Agreements and shall exercise its reasonable efforts to ensure that any Licensee shall fully comply with the terms of any License Agreements. Under no circumstances shall EU be liable to CTA for monetary damages for any alleged failure by EU to meet the obligations stated in this Paragraph 4.3.1.

- 4.3.2 EU shall distribute to CTA fifty percent ("50%") of Net Revenues within sixty (60) days of receiving proceeds under the License Agreement (subject to EU's right to recoup expenses advanced under Section 4.1.5 of this Agreement). With such distribution, EU shall provide a financial accounting showing gross revenue received during the preceding calendar year and all deductions therefrom.
- 4.3.3 Each party is solely responsible for calculating and distributing to its respective inventors any portion of that party's share of Net Revenues received under this Agreement as may be due in accordance with its respective patent policy.

4.4 Trademarks and Copyrights

The parties agree to jointly own any trademarks and copyrights that may result from the Research Project.

Article 5 THE TRANSFER AND USE OF MATERIAL

5.1 Mechanics of Transfer

The Provider will provide Original Material(s) under this Agreement and will send Original Material(s) to Recipient. If either Party transfers to the other Party a material not listed in Appendix B, the Parties will amend this Agreement to include the additional material.

5.2 Conditions of Use

- 5.2.1 The Recipient WILL NOT USE MATERIAL IN RESEARCH INVOLVING HUMAN SUBJECTS.
- 5.2.2 Recipient's Investigator will use Material solely in connection with the Research Project in the Investigator's laboratory.
- 5.2.3 Recipient agrees that Recipient's Investigator will retain control over Material and further agrees that Recipient's Investigator will not transfer Material to people not under the Recipient Investigator's direct supervision without advance written approval of Provider.

- 5.2.4 Recipient will use Material in compliance with all applicable laws, regulations and policies.
- 5.2.5 The Provider reserves the right to distribute its Material to others and to use its Material for its own purposes. However, Provider should inform Recipient of its intention to avoid duplicative work. Furthermore, if either Party makes a discovery related to the research project described herein which is disclosed to the other Party this material cannot be transferred without the other Party's written permission.
- 5.2.6 Upon termination of this Agreement, the Parties agree that each Investigator will return any and all remaining Material to the Provider unless Provider gives the Recipient's Investigator directions for disposing of Material(s) by another means.
- 5.2.7 Nothing in this Agreement will be construed as conferring on Recipient any implied license to Material, or option to license Material, any technology, or any patent or patent application owned by Provider and will not create any obligation, by implication or otherwise, of either Party to enter into any further agreement with the other Party.

Article 6 TERMINATION AND GOVERNANCE

6.1 Effective Date

This Agreement will be effective on the date of the last authorized signature below.

6.2 Term and Termination

- 6.2.1. The Parties agree that this Agreement will be effective for three (3) years from the date of the last authorized signature below and may be extended as mutually agreed by the Parties in a written amendment to this Agreement.
- 6.2.2 This Agreement will terminate immediately if the Parties agree mutually, in writing, to termination.
- 6.2.3 This Agreement will terminate in 30 days after either Party receives written notice of the other Party's desire to terminate this Agreement. On the termination of this Agreement, and upon Provider's request, all Confidential Information and copies thereof (except for one archival copy for Recipient's retention) shall be returned to the Provider or if requested in writing destroyed.

6.3 Representations, Warranties, and Liability

- 6.3.1 Material is understood to be experimental in nature and may have hazardous properties. ORIGINAL MATERIAL IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER makes no representations that the use of Material will not infringe any patent or other proprietary rights of third parties.

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- 6.3.2. The RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the Material. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any third party, due to or arising from the use of the Material by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of PROVIDER.
- 6.3.3. Except as expressly provided herein, neither Party makes any warranties, express or implied, as to any matter whatsoever, including, without limitation, with respect to the Research Project, the Results or any resulting intellectual property, whether tangible, conceived, discovered, or developed under this Agreement; or the merchantability, or fitness for a particular purpose of the Results or any resulting intellectual property; or that the use of the Results or any resulting intellectual property shall not infringe any patent, copyright, trademark or other proprietary rights.
- 6.3.4. PROVIDER will defend, indemnify and hold harmless RECIPIENT, its trustees, officers directors, students and employees, including the RECIPIENT Investigator (collectively, the "RECIPIENT Indemnitees"), from any claims, demands, and suits and any associated liabilities, damages, costs and expenses (including reasonable attorneys' fees)(each a "Claim" and collectively, "Claims"), arising out of PROVIDER's use of the RECIPIENTS's Results or the use of the RECIPIENT Results by any party acting on behalf of or under authorization from PROVIDER, except to the extent for that portion of any Claim attributable to the negligence or intentional acts of any RECIPIENT Indemnitees.

6.4 Assignment

Neither this Agreement nor any rights or obligations of either Party hereunder may be assigned or otherwise transferred by either Party without the prior written consent of the other Party. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.

6.5 Publicity

- 6.5.1. CTA and EU shall not use, expressly or by implication, any trademark, trade name, abbreviation, or adaptation thereof, or the name of the other in any public communication without the express written approval of the party whose name is to be used; provided, however that the limitations in this Article shall not apply to any documents which may be necessary or appropriate for CTA or EU to provide to a federal, state, or local governmental agency or in scientific publications and grant applications or institutional reports. Notwithstanding the foregoing, either party may publish or otherwise publicly disclose the fact that it has a contractual relationship with the other party.
- 6.5.2 CTA will not use, nor authorize others to use, the name, symbols, or marks of EU in any advertising or publicity material or make any form of representation or

statement in relation to the Research Project which would constitute an express or implied endorsement by EU of any commercial product or service without prior written approval from EU.

6.5.3 The parties agree to use reasonable efforts to refer to the Emory-Tibet Partnership in connection with any press release, professional or other publication or any publicity or marketing materials when referencing the Research Project or any Invention. Notwithstanding the foregoing such disclosure is subject to Sections 6.5.1 and 6.5.2 and must have the express written approval of the other party.

6.5.4 When describing any Material (as defined in this Agreement), whether in a press release, professional publication or other publication, or any publicity or marketing material, each party shall identify the Material as being Tibetan medicine or a Tibetan medical plant or herb, or a compound or substance found in or derived from Tibetan medicine or a Tibetan medical plant or herb.

6.6 Survivability

Articles and Sections 3, 4, 6.3, 6.5, 6.6 and 6.8 will survive expiration or earlier termination of this Agreement.

6.7 Severability

The illegality or invalidity of any provisions of this Agreement will not impair, affect, or invalidate the other provisions of this Agreement.

6.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA.

6.9 Entire Agreement

This Agreement, together with all appendices, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements or communications between them with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by authorized representatives of CTA and EU.

6.10 Notices

All notices pertaining to or required by this Agreement shall be in writing, shall be signed by an authorized representative and shall be delivered to the addresses indicated on the signature page for each Party.

6.11 Efforts to Cause Agents to Comply.

Each party shall use reasonable efforts to cause its employees, agents and researchers to comply with the terms of this Agreement.

**FOR: Kashag (Cabinet)
of the Central Tibetan Administration of His Holiness the Dalai Lama**

Chope Paljor Tsering
Name: Chope Paljor Tsering
Title: Kalon (Minister), Department of Health, CTA

23/02/2010
Date

Mailing Address for Notices:
Kalon (Minister)
Department of Health
Central Tibetan Administration
Dharamsala – 176215
H. P. India
Tel: +91-1892-222718 / Fax: +91-1892-222718



Acknowledgment by CTA's Investigator:

Lobsang Tenzin, Menrampa
Name: Lobsang Tenzin, Menrampa
Title: Dean, Faculty of Tibetan Medicine and Astrology
Central University for Tibetan Studies
Central University of Tibetan Studies
Sarnath, Varanasi 221 007, U.P.

04.3.2010
Date

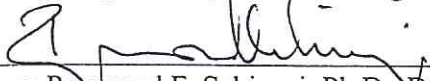
FOR: Emory University

Todd T. Sherer
Name: Todd T. Sherer, Ph.D.
Title: Associate VP for Research and
Director, Office of Technology Transfer

3-12-10
Date

Mailing Address for Notices:
Director
Office of Technology Transfer,
1599 Clifton Road NE, 4th Floor,
Atlanta, GA 30322, USA
Tel: 404-727-2211 / Fax: 404-727-1271

Acknowledgment by EU's Investigator:


Name: Raymond F. Schinazi, Ph.D., D.Sc.
Title: Professor and Director

3.15.10.
Date

APPENDIX A
Research Project

Analysis of Tibetan medical herbs extracts for potential antiviral and anticancer activity



APPENDIX B
Materials



उत्तर प्रदेश UTTAR PRADESH

AU 268401

AGREEMENT

Memorandum of Understanding

This agreement executed on the 5th day of September 2011

BETWEEN

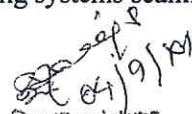
INDIRA GANDHI NATIONAL OPEN UNIVERSITY, a Central University by an act of parliament – Act No.50 of 1985 having its headquarters at Maidan Garhi, New Delhi – 110068 (hereinafter referred to as “IGNOU” represented by the **Registrar (Admn)** which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of one part.

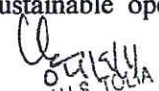
AND

CENTRAL UNIVERSITY OF TIBETAN STUDIES, earlier known as “The Central Institute for Higher Tibetan Studies” registered under the Societies Registration Act in the end of 1977 to operate as an autonomous organization under the Department of Culture, Ministry of Education, Government of India, declared as a "Deemed to be University" on 5 April 1988 having its headquarters at Sarnath, Varanasi, represented by its **Registrar** (hereinafter referred as “CUTS”) which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns of the other part.

Collectively referred to as “the Parties”

Whereas IGNOU was established in the year 1985 to democratize higher education and it has been a pioneer in distance education and has over 3.0 million students. The university has an effective network of 59 Regional Centres and over 3000 Study Centres in India. It uses a state-of-the-art telecommunication system which helps the University to reach out to the rural areas of India. Quality and equity have been the guiding principles behind its endeavors. And whereas IGNOU’s mission is to advance the frontiers of knowledge and promote its dissemination through sustainable open and distance learning systems seamlessly accessible to all.


 कुलसचिव/Registrar
 के.ए.ए.ए.ए./C.U.T.S.
 (सत्यमेव जयते) (सत्यमेव जयते) (सत्यमेव जयते)
 (सत्यमेव जयते) (सत्यमेव जयते) (सत्यमेव जयते)


 कुलसचिव (प्रबन्धन) / U.S. TOLIA
 इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 सत्यमेव जयते (सत्यमेव जयते) (सत्यमेव जयते)
 (सत्यमेव जयते) (सत्यमेव जयते) (सत्यमेव जयते)

1110

स्टाम्प विक्रय की तिथि: 14-7-2017

स्टाम्प क्रय करने का प्रयोजन: [Handwritten]

स्टाम्प क्रेता का नाम व पूना पता: [Handwritten]

स्टाम्प की धनराशि: [Handwritten]

उद्योग मंत्रालय
विश्व विद्यालय
राज्य (राज्य)

स्टाम्प विक्रेता का नाम पता: अजीत कुमार सिंह

साइसेन्स नम्बर: 108/214

साइसेन्स की अवधि: 1-4-0... से 31-3-0

अधिकृत विक्रय करने: दिवानी कचहरी

का स्थान व पूना पता: बाधायडी

Whereas CUTS, a Deemed to be University accredited with 5 stars by the National Assessment and Accreditation Council (NAAC) presents a platform for interaction between Buddhist and non-Buddhist Indian philosophical schools; between Buddhist and Western Philosophers; and between Buddhist scholars and scientists with the objectives:

1. To preserve the Tibetan culture and tradition (via CUTS Educational System)
2. To restore ancient Indian sciences and literature preserved in the Tibetan Language, but lost in the original (via Research Department)
3. To offer an alternative educational facility to students of Indian border areas who formerly availed the opportunity of receiving higher education in Tibet.
4. To accomplish gains of teaching and scope of research in traditional subjects in a framework of the modern university system of education with the provision for award of degrees in Tibetan studies.

Whereas both IGNOU and CUTS have discussed and agreed on specific terms, conditions and consideration wherein IGNOU and CUTS agree to working together in offering programmes in the areas of Philosophy, Theology and Spirituality in Buddhism and Tibetan Studies. The duration and nomenclature of the programme are of

- i. 12 months -Diploma in Tibetan Buddhist theology/ Spiritual Practice
- ii. 36 months -Bachelor of Arts Degree in Buddhist Philosophy
- iii. Subsequently M.A. / M.Phil. Ph. D in Buddhism and Tibetan Studies etc.

CUTS is currently offering the following programmes whose status is as follows:

<i>Shastri</i>	: Equivalent to Graduate
<i>Acharya</i>	: Equivalent to Post-Graduate
<i>Vishista Acharya</i>	: M.Phil
<i>Vidyavaridhi</i>	: Equivalent to PhD

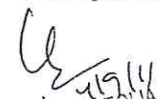
IGNOU agrees to treat these degrees as under-graduate and post-graduate degrees for the purpose of granting admission to the proposed under-graduate and post-graduate programmes agreed upon through this MoU.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN IGNOU AND CUTS HERETO as follows:-

1. Objectives:

TO LAUNCH THE FOLLOWING ACADEMIC PROGRAMMES:

CUTS is offering B.A, M.A, M.Phil and Ph.D in Tibetan Studies, Buddhist Philosophy, Buddhist Theology etc. as an on-Campus programme at Sarnath, Varnasi. Through this MoU, IGNOU agrees to offer these programmes across the country through the Buddhist monasteries and other Study Centers established by IGNOU apart from jointly organizing seminars, workshops, conferences, training programmes etc.


यू.एस. टेलिया / U.S. TOLIA
कुलपति / Vice-Chancellor
21/12/14
CUTS

2


कुलपति / Vice-Chancellor
के.टी.एस. वि. वि. / C.U.T.S.
सम विश्वविद्यालय / Deemed University
सम सती / Sarnath, Varanasi


1.1 Programme Design

For Example


Name of the Programme	Duration	To be Awarded Nomenclature	Credit Points Required
	12 Months	Diploma in Tibetan Buddhist Theology/ Spiritual Practice	24
	36 Months	Bachelor of Arts Degree in Buddhist Philosophy and Tibetan Studies	96
		Subsequently M.A. / M.Phil. Ph. D in Buddhist and Tibetan Studies etc.	48 to 96 Credits

- 1.2 Medium of Instruction:** Initially for all programme, the medium of instruction is English. Eventually the programme will be offered in Tibetan and Hindi languages.
- 1.3 Lateral Entry:** The students of CUTS can enroll for various duration of courses (as mentioned above) depending on the credit points earned by them in past. The assessment of these credit points and entry into any semester will be decided as per the guidelines framed for admission by both the parties.
- 1.4 Programme Mode:** Various programmes proposed to be offered through this MoU shall be in dual mode namely, On-Campus and ODL.
- 2 Joint Coordination Committee (JCC):** There shall be a JCC consisting of three representatives each from IGNOU and CUTS. The Vice-Chancellor, IGNOU or his nominee shall be the Chairman of this JCC for the purpose to monitor and to make appropriate recommendation to the authorities for the smooth conduct of programmes and establishment of Learning Centres for the programmes. The JCC shall consist of Programme Coordinators from CUTS and IGNOU with appropriate representation from Regional Services Division, Planning and Development Division, Student Registration Division and Student Evaluation Division in addition to other proposed members.
- 3. Responsibilities of Parties:**
- 3.1 Prospectus:** In all cases IGNOU prospectus prepared in consultation with CUTS will be used for admission. The income generated will be transferred to IGNOU.
- 3.2 Establishment of Learning Centre:** The Study Centres or Learning Centres will be established under the agreement as per IGNOU requirements and approved by respective IGNOU authority or Joint Coordination Committee (JCC).
- 3.3 Programme Coordinators:** the CUTS shall ensure that all times during the concurrency of the contract, approved Programme Coordinators (CUTS) acceptable to the IGNOU, shall take charge of the performance of the agreement. Similarly, respective School or Centre of IGNOU shall also communicate the name of their programme coordinator to CUTS and JCC for smooth conduct of these programmes. The charges involved in the conduct of these training programmes shall be borne/paid by the CUTS.


यू.एस. टोलिया / U.S. TOLIA
कुलसचिव (प्रशासन) (Administrative Officer)
इंस्टीट्यूट ऑफ चैम्पियनशिप (Institute of Championship)
राजस्थान विश्वविद्यालय (Rajasthan University)
जयपुर (Jaipur)
10058

3

कुलसचिव (अध्यक्ष) (Principal)
के.एस.सिंह/के.एस.सिंह (K.S. Singh)
(सम विद्यया विद्यायाम्) (Sam Vidya Vidyaayam)
Dhanraj University
सम विद्या विद्यायाम् (Dhanraj University)
सम विद्या विद्यायाम् (Dhanraj University)
सम विद्या विद्यायाम् (Dhanraj University)

- 3.4 **Training of Trainers/Academic Counsellors** : The CUTS and IGNOU will jointly accomplish required training programmes for academic counsellors/trainers, if required for the smooth conduct of the academic programmes.
- 3.5 **Student Enrolment**: CUTS shall enroll students as per IGNOU approved eligibility conditions, conduct programmes at approved learning centres under the agreement only. CUTS ensures IGNOU enrolment numbers shall be provided to each admitted student. The minimum enrolment for programmes which are linked with the activation of learner centre /study centre shall be about ten to fifteen in each batch since the initial teaching will be in regular on campus mode.
- 3.6 **Content Development and Self Learning Material (SLM)** : Learning material for the various courses in printed form will be developed by CUTS for ODL mode. The material will be designed and vetted by eminent experts as per IGNOU requirement and approved by respective School Board or Joint Coordination Committee (JCC) and Academic Council of IGNOU. The exercises and contents for practical work will be interactive. The CUTS shall bear all the expenditure pertaining to delivery of the programme such as induction, academic counseling, field based projects, assignments/evaluation, viva voice etc. Online material and CDs will also be prepared in addition to SIM as per requirement. CUTS will provide all reference materials for on campus regular programmes.
- 3.7 **Certification, Assessment and Evaluation**: The examination, evaluation, assessment and certification models of IGNOU will be followed for all the programmes and CUTS will facilitate the process. Continuous assessment and project work (if any) would be done as per IGNOU norms: by CUTS for on campus programmes and by IGNOU for ODL mode.
- 3.8 **Nomenclature of Degree to be awarded**: The nomenclature of all the programmes will be as per the UGC norms and guidelines. The above mentioned awards will be jointly given by IGNOU and CUTS after successful completion of the examination by each student.
- 3.9 **Details of Students admitted in the Programme of IGNOU enrolment number**: CUTS shall submit student details as per IGNOU norms. IGNOU enrolment number is to be used for each student for all the registration, examination and any other purposes. However CUTS may also issue their own admission number to each student for their own internal usage, internal assessment and record keeping procedure.
- 3.10 **Technical Inspection and Performance Evaluation**: IGNOU shall carry out a visit to the CUTS premises or its learning centres to assess the level of services and facilities etc. & performance evaluation (benchmarking) of services offered during the process of approval or thereafter, if required. The traveling and local hospitality charges along with honorarium of each expert / team member for the visit(s) shall be born paid by the CUTS exclusively as per IGNOU rules


 यू.एस. टोलिया / U.S. TOLIA (Admin.)
 कुलसचिव (प्रशासन) / Registrar
 विश्वविद्यालय / Deemed to be University
 110068


 4
 कुलसचिव/Registrar
 के.ए.टी.एस./C.U.T.S.
 (Deemed to be University)
 नं. धारागसी, सा. नं. धारागसी

- 3.11 **Rates and Taxes:** Rates are in Rupees and Taxes as applicable shall be paid by CUTS.
- 3.12 **Examination fee:** Examination fee (if applicable) have to be paid separately as by IGNOU norms.
- 3.13 **Professional Practice:** The CUTS and IGNOU shall adhere to professional academic and consulting standards recognized by international professional bodies and shall observe sound academic, management and technical practices. The CUTS and IGNOU shall always act in respect of any matter relating to this agreement, as faithful advisors to each other and shall at all times, support and safeguard the legitimate interests of both parties in any dealings with a third party.
- 3.14 **Publicity:** Any publicity by the CUTS in which the name of IGNOU is to be used shall be done only with the explicit written permission of IGNOU. If CUTS fails to do so, it shall be considered a breach of contract. However, IGNOU Logo can be used in promotion material and advertisement in all forms to promote the joint programme of CUTS and IGNOU.

TERMS AND CONDITIONS:

4. Programme fee:

The fee structure per student per programme as per duration for each programme shall be mutually fixed and approved by the School Board/ Academic Council while approving the programme.

5. Sharing of Program Fee:

Forty Percent (40%) of the fee would be the share of IGNOU and Sixty percent (60%) would be the share of CUTS. All payments will be collected for on-campus students by CUTS and deposited with IGNOU before the IGNOU enrolment numbers are issued to the students. For ODL students, the fee would be collected along with admission by Regional centres. The share of fee due to CUTS shall be paid in one installment by IGNOU after the confirmation of the admissions.

6. Intellectual Property and Copy Rights:


IGNOU and CUTS will have the copyright jointly in respect of all the courses prepared under this MoU. In the event of terminating the MoU, the copyright would be retained by CUTS for the learning materials prepared by CUTS as mentioned in clause 3.6 of this MoU.

7. Mutual Exclusivity:

CUTS and IGNOU shall stand committed to each other in the filed of education in Buddhist Philosophy and Theology and Tibetan Studies during the period of this agreement (including notice period) in the following manner :

IGNOU having a national international reach, the said mutual exclusivity will not be applicable at the potential of launching similar programmes in future and programmes / courses with other organization or institutes, in case CUTS is unable to attract sufficient number of students or unable to establish a new learning centres within a given time at specific location in India or the other organization/institute is offering large number of students with more learning centres and other reasons thereof.


 यू.एस. तोलिया / U.S. TOLIA
 कुलसचिव (प्रशासन) / Director (Admin.)
 इन्दिरा गान्धी विश्वविद्यालय, दिल्ली
 110068


 04/09/21
 कुलसचिव, CUTS
 सन विद्यापीठम् (Bharat University)
 Varanasi

8. Validity:

The agreement would come into force on the date of signing and may be reviewed and renewed on mutually agreeable terms from time to time.

9. Termination

Either party may terminate this MoU/ Agreement at any time by serving a notice in writing on the other party of not less than six months. CUTS shall not enroll any new student subsequent to the date of termination notice.

However, both parties shall continue to stand committed, with regard to students who are already enrolled under the programmes, till the date of notice served in order to complete the programme for such students till the completion of their entire programme till their certification.

- i. Either party may terminate it by providing the other party with three calendar months advance notice. Such termination shall take effect at the end of the three-month period or the end of the programme in progress at that time, whichever shall occur later.
- ii. However, either party shall be entitled to terminate this MoU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MoU, and failing to remedy such breach within 60 (sixty) days after receipt of written notice calling upon such party to remedy the breach complained of.
- iii. The termination of this MoU, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MoU.

However, in case of termination of this MoU for any reason, the responsibility of each party shall continue up to completion of running batch.


10. Amendment


The obligations of CUTS and IGNOU have been outlined in this MoU. However, during the operation of MoU circumstances may arise which may call for alterations or modifications of this agreement. These alterations will be mutually discussed and agreed upon in writing.

No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. Matters Not Providing in

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, parties to this MoU shall consult each other for each instance and resolve such doubts in good faith.


04/9/14
यू.एस. टोलिया / U.S. TOLIA
कुलसचिव (प्रशासन) / Registrar (Admn.)
इन्दिरा गान्धी राष्ट्रीय उच्च शिक्षण विश्वविद्यालय
Indira Gandhi National Open University
मंडल, गुवाहाटी, नया दिल्ली-110058
Mandal, Guwahati, New Delhi-110058

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कुलसचिव (प्रशासन) / Registrar
के.जी.एस.ओ.वि.वि./C.U.T.S.
कानून विश्वविद्यालय/Deemed University
समथ, वाराणसी/Samath, Varanasi

12. Further Acts and Assurances

Each of the parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provision of this Agreement and to consummate the transactions contemplated hereby.

13. Notices:

All notices, requested or other communications hereunder shall be in writing, addressed to the parties as follows:

If to IGNOU : Registrar (Administration) or
Programme Coordinator (Programme Name)
Indira Gandhi National Open University
Maidan Garhi, New Delhi – 110068 (India)

If to CUTS : Registrar
Central University of Tibetan Studies
Sarnath, Varanasi - 221007

14. Force Mejeure

For purposes of this Clause, "Force Majeure" means an event beyond the control of the CUTS / IGNOU and not involving the CUTS / IGNOU and not involving the CUTS's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the CUTS / IGNOU shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the CUTS / IGNOU in writing, the IGNOU / CUTS shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, the client may terminate this contract by giving a written notice of minimum 30 days to the IGNOU / CUTS, if as a result of Force Majeure, the IGNOU / CUTS being unable to perform a material portion of the services for a period of more than 60 days.

15. Indemnity

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this agreement by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

4/9/21
यू.एस. टोलिया / U.S. TOLIA (Admn)
कुलसचिव, प्रशासन, इन्दिरा गांधी नेशनल ओपन यूनिवर्सिटी
इन्दिरा गांधी नेशनल ओपन यूनिवर्सिटी
M. Jati Garhi, New Delhi-110068

7
4/9/21
कुलसचिव, प्रशासन, इन्दिरा गांधी नेशनल ओपन यूनिवर्सिटी
इन्दिरा गांधी नेशनल ओपन यूनिवर्सिटी
M. Jati Garhi, New Delhi-110068

16. Severability

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining Agreement. In such a case, the parties of this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

17 Settlement of Dispute Resolution and Jurisdiction


If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof. CUTS and IGNOU shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.


If the dispute cannot be settled by mutual discussions within 30 days as provided herein, only the Courts of Delhi will have the jurisdiction to adjudicate upon the matter.

18. Representation and warranty

The parties hereby represent and warrant to each other that:

- a) They are duly established and existing under the laws of jurisdiction stated against their name in this MoU and have the legal power and authority by virtue of statute/resolution, to sign this MoU, perform and comply with their duties and obligations under this MoU.
- b) This MoU constitutes legal, valid and binding obligations enforceable
 - i. against them in accordance with the terms hereof; order or decree or regulation of any court, Governmental instrumentality of functions; or
 - ii. any other document or to the best of their knowledge any indenture, contract or MoU to which they are a party or by which it may be bound;
- c) There are no actions, suits, writs or proceedings pending, to the best of their knowledge against there before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrain them from performing their duties and obligations under this MoU; and
- d) no representation and warranty made herein contains any untrue statement based on the facts and circumstances.


84/9/11
यू.एस. टोलिया / U.S. TOLIA (Registrar Admn.)
कुलसचिव (अशासन) / Registrar (Admn.)
इन्दिरा गांधी विश्वविद्यालय / Indira Gandhi University
मैदान गार्मा, न्यू देहली 110058 / Maidan Garma, New Delhi 110058

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84/9/11
कुलसचिव/Registrar
कौटिल्य विश्वविद्यालय / CUTS
(समाज विज्ञान विश्वविद्यालय) / (Sociology University)
वाराणसी / Varanasi

19. **Governing Law:**

The agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of India. And all disputes arising under or in relation to any matter herein shall be subject to the jurisdiction of courts at Delhi only.

20. **Waiver**

Any law restraining the validity and enforceability of any provision of this MoU shall not affect the validity or enforceability of the remaining provisions hereto and this MoU shall be deemed as not containing the invalid provisions. The remaining provisions of this MoU shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MoU. In such a case, the parties of this MoU shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

IN WITNESS THEREOF, the parties have caused duplicate copies of this Agreement to be executed by their duly authorized officers on the dated and at the places indicated below.


For and on behalf of IGNOU
(Indira Gandhi National Open University)

For and on behalf of CUTS
(Central University of Tibetan Studies)

Name: Shri Udai Singh Tolia, Registrar (Admn)

Name: Dr. Deo Raj Singh, Registrar

Signature of authorized official
(Stamp)


यू.एस. टोलिया / U.S. TOLIA
कुलसचिव (प्रशासन) / Registrar (Admn.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-110068
Maidan Garhi, New Delh.-110068


Witness 1

Witness 2

(Prof. Graciano Thomas)
Dir (SOSW)

(Mr. Saunand .S.)
ARD (VCO)

Signature of authorized official
(Stamp)


कुलसचिव/Registrar
के०ति०अ०वि०वि०/C.U.T.S.
(सम विश्वविद्यालय/Deemed University)
सारनाथ, वाराणसी/Sarnath, Varanasi

Witness 1

Witness 2

MoU between IGNOU and CUTS

Welcome Address - Prof. Gracious Thomas, SOSW, IGNOU

Address by Professor Geshe Ngawang Samten, Vice Chancellor, CUTS

Address by Prof. V.N. Rajasekharan Pillai, Vice Chancellor, IGNOU

Signing of MoU – Shri U.S. Tolia, Registrar, IGNOU & Dr. Deo Raj Singh,
Registrar, CUTS

Vote of Thanks - Dr. Rose Nimbikkim



प्रदेश HIMACHAL PRADESH

04AA 897109

LEASE DEED

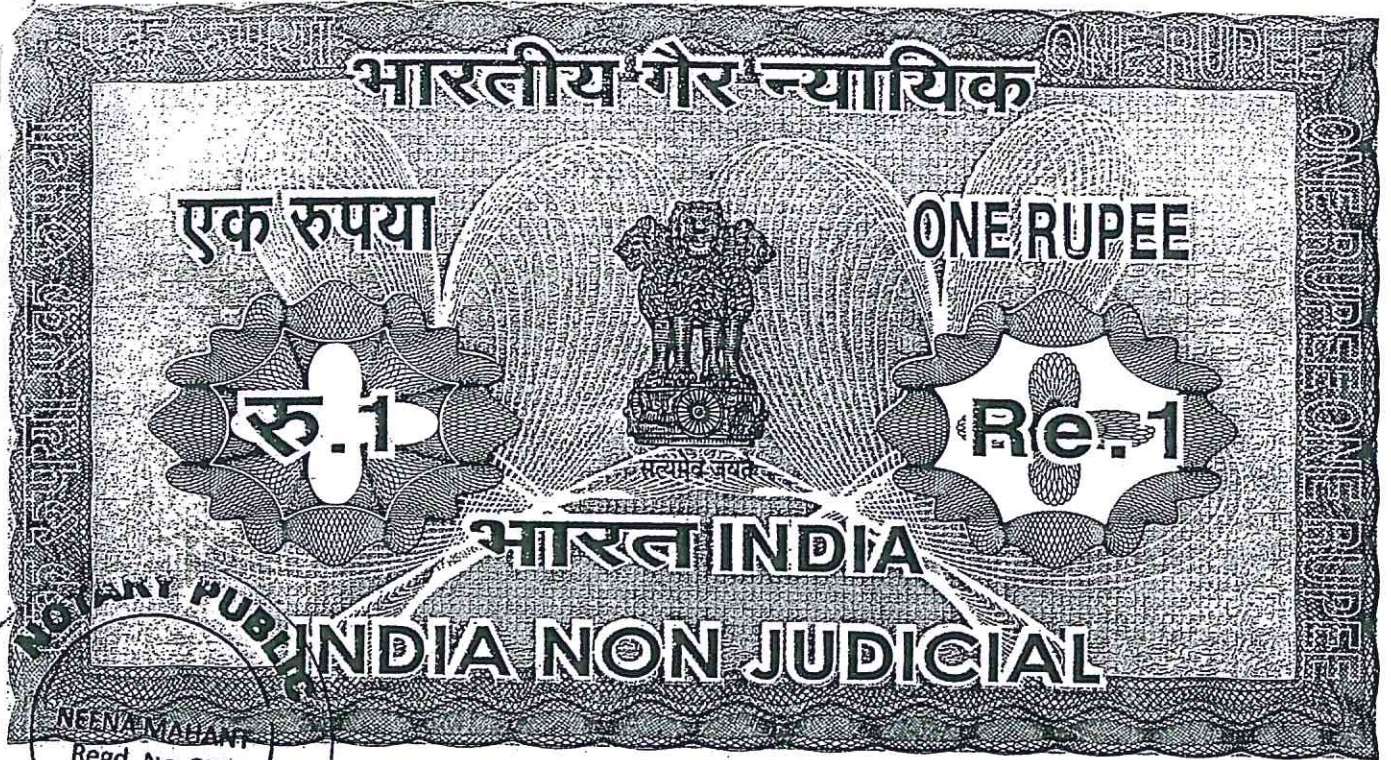
This lease deed is made today on 26th July, 2012 at Kullu (H.P) between **Tibetan Children's Educational & Welfare Fund (TCEWF)**, having registered office at Dharamshala Distt-Kangra H.P., represented by Secretary TCEWF through authorized nominee Education officer, DOE, CTA hereinafter called the lessor of the first part.

And **Central University of Tibetan Studies (CUTS)**, with its registered office at Sarnath, Varanasi (Uttar Pradesh) represented by Registrar hereinafter called lessee of second part.

Whereas the Lessor party of the first part is absolute owner in possession of land measuring 15-1-6 Bighas situated at Parganu Bhuntar Muhal Khokhan Tehsil and Distt. Kullu which includes three buildings i.e. (i) a double storied staff room (ii) double storied hostel block and (iii) a three storied academic block (iv) one swimming pool. And further whole the premises possessed by the party of the first part.

And whereas the lessee of the second part has approached the lessor of the first part to lease out the above mentioned ~~land~~ ^{the mised campus} and the lessor of the first part agreed to lease out the said premises/campus alongwith Fittings and

Neena Mahant
NEENA MAHANT
NOTARY PUBLIC KULLU (H.P.)
26.7.2012



HIMACHAL PRADESH 04AA 496050

Fixture to the lessee of the second part for a period of 15 years for setting up Centre for Teacher Education at Bhuntar (Off Campus branch of Central University of Tibetan Studies, and autonomous body under the ministry of cultural, Govt. of India.) to impart four-year integrated course of B.Sc. B.Ed./B.A. B.Ed. and B.Ed. over the aforesaid land on the following terms and conditions:

1. That the lessor of the first part has leased out the land situated in Parganu, PO Bhuntar as mentioned above to the lease of the second part for a period of 15 years commencing from 26th July, 2012 onward.
2. That the lessee of the second part shall be charged a token lease rent of Rs 99/- (Rupees ninety nine only) per year. This lease deed is made with respect to the said land together with all rights, privileges and appurtenances of whatsoever relating to the land for the term of 15 years with an option to renew the lease for further period if agreed by both the parties.
3. That the lessor of the first part shall pay the land revenue assessment and other charges of the land to the Govt. Further the lessor of first part shall be liable and responsible for all the litigation and disputes if any with respect to the leased land and will settle the same at their cost and expenses.

ATTESTED
Neena Mahant
NEENA MAHANT
NOTARY PUBLIC KULLU (H.P.)
26-7-2012

No. 0203009

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Himachal Government Judicial Paper



ATTESTED
Neena Mahant
NEENA MAHANT
NOTARY PUBLIC KULLU (H.P.)
26.7.2012

4. That the lessor of the first part shall not transfer, sublet the leased out land to any other person before the expiry of the leased period.
5. The lessee of the second part/Centre for Teacher Education, Bhuntar shall be liable to pay the electricity and water charges and has the right to get the electricity and water connection over the leased out land for running the said Centre at his cost and expenses.
6. That the Lessee shall carry out construction or alteration with prior consultation and approval of the Lessor of the first part.
7. That the Lessee without the written consent of the Lessor not to assign or part with the lease whole premises or interest in the said premises not to sublease/sublet the same or any part thereof to any person or persons.
8. That the Lessee shall on the expiration of the lease deliver the peaceful vacant possession of the premises along with the fittings and fixtures together with all improvements made free of cost.
9. That in case parties to this deed fail to comply with the terms of this deed in the event. The Lease Deed will be considered as cancelled with immediate effect.
10. The original lease deed will be retained by the party of the second part and its duly attested copy will be delivered to the lessor of the first part

In witness where of this lease deed has been executed and signed today on 26th July, 2012

Identifiers:

Prem Singh Nambardar
Jatni Suwarkoti Beraach

Witnesses:-

1. Mr. Tsering Dakpa Dy. Registrar CUTS, Sarnath, Varanasi, U.P.

Tsering Phuntsok Education Officer, Deptt. of Education CTA Dharamsala TCEWF
Lessor of the first part

Sr No. 1324

Declared before me on oath affirmations on this 26-7-12 day of Mr. Tsering Phuntsok at Kullu by Sh. Tsering Phuntsok who was identified by Mr. Tsering Phuntsok Ed. Officer, Bhuntar who personally know the certain facts that affidavit is correct and explained to me and explained to me who has admitted the content correct

Drafted by: Sh. Vimal Sharma, advocate Distt. Court Kullu.

Dr. D.R. Singh Registrar CUTS Sarnath, Varanasi, U.P.
Lessee of the second part

Registrar
Central University of Tibetan Studies
(Deemed to be University)
Sarnath, Varanasi

Neena Mahant
NEENA MAHANT

APPROVAL

संख्या : रैव0-बी0-एफ0 (10)- 201/2002

हिमाचल प्रदेश सरकार

राजस्व विभाग

प्रेषक

वित्तायुक्त एवं सचिव (राजस्व),

हिमाचल प्रदेश सरकार।

प्रेषित

विद्युत चिह्न एंजेशन एवं कैम्पेयर फण्ड गंगकै विभाग सोलाइटी
धार्मिकाला जिला कांगडा
डि०पू०

दिनांक शिमला-171002

27 जुलाई, 2002

विषय :-

विद्युत चिह्न एंजेशन फण्ड गंगकै विभाग सोलाइटी धार्मिकाल
द्वारा बच्चो के स्कूल होटल एवं डोल मैदान के लिए भूमि कय करने
की अनुमति प्रदान करने बारे।

महोदय,

उपरोक्त विषय पर मुझे उपायुक्त, कैल्लु के पत्र

संख्या १०१३/१००१ 1691/स०क०/न०स०क० दिनांक 29.5.2002 द्वारा

प्राप्त आपके आवेदन प्रकरण के सन्दर्भ में मुझे यह कहने का निदेश हुआ है कि प्रदेश सरकार ने

हिमाचल प्रदेश टेनेन्सी एण्ड लैण्ड रिफोर्मज एक्ट, 1972 की धारा 118 की उप-धारा 2 के खण्ड

(एच) तथा हिमाचल प्रदेश टेनेन्सी एण्ड लैण्ड रिफोर्मज रूलज, 1975 के नियम 38 ए के उप-नियम 3

के खण्ड (इ) के अन्तर्गत शक्तियों का प्रयोग करते हुये आपके पक्ष में भूमि खसरा

नम्बर परिशिष्ट "क" रकवा

तादादी स्थित मौजा तहसील

जिला में

हेतु निम्नलिखित शर्तों पर भूमि कय करने की अनुमति प्रदान की जाती है :-

1. यह अनुमति इस पत्र के जारी होने से 180 दिन तक मान्य /वैध होगी।
2. भूमि का प्रयोग उसी प्रयोजन के लिये 2 वर्षों की अवधि के अन्दर किया जायेगा जिस प्रयोजन के लिये अनुमति दी गई है। यदि भूमि का प्रयोग उसी प्रयोजन के लिये निर्धारित अवधि के अन्दर नहीं किया गया तो उक्त भूमि रागी प्रकार से भारमुक्त होकर सरकार में निहित हो जायेगी।

: - 2 - :

3. जमाबन्दी की टिप्पणी खण्ड में लाल स्याही से इन्द्राज किया जाये कि केता भविष्य में सरकार से किसी भी प्रकार से भूमि आबंटन / लीज / अनुदान के लिये कृषक की परिभाषा में नहीं आयेगा!
4. इस स्वीकृति के अर्न्तगत कय की गई भूमि का केता कृषक कहलाने का अधिकारी नहीं होगा और ऐसा अकृषक व्यक्ति अकृषक ही रहेगा!
5. विक्रय की जाने वाली प्रस्तावित भूमि की स्टैम्प शुल्क वर्तमान बाजारी कीमत पर केता से वसूल की जायेगी!
6. यह अनुमति महाकृषि देवाङ्गण के अन्तर्गत है।
भवदीय,

उप सचिव (राजस्व),
हिमाचल प्रदेश सरकार।

पृष्ठांकन संख्या : यथोपरि

दिनांक शिमला-27

जूल 17, 2002

प्रतिलिपि उपायुक्त, कुल्लू, हिमाचल प्रदेश को उनके उक्त वर्णित पत्र के सन्दर्भ में आगामी आवश्यक कार्यवाही हेतु प्रेषित है!

उप सचिव (राजस्व),
हिमाचल प्रदेश सरकार।

परिशिष्ट " "

हस्तान्तरित की जाने वाली भूमि का ब्यौरा

क्रमांक	खसरा नम्बर	रकबा	भूमि का स्थिति	तहसील
1	1189/1116/2	बीघा 00- विस्वे 11	फाटी छोखान	कुल्लू
2	1225/1191/1118/ 2	00- 02	"	"
3	1119	00-03	"	"
4	1234/1196/1125	00- 02	"	"
5	1237/1120	02- 01	"	"
6	1148	1 - 05	"	"
7	1121	0 - 18	"	"
8	1239/1122	0 - 09	"	"
9	1241/1147	1 - 13	"	"
10	1145	4 - 11	"	"
11	1243/1216/1138	0 - 05-06	"	"
12	1245/1140	3 - 01	"	"
कुल रकबा		15 -01 -06		

उप सचिव रो जस्टिस
हिमाचल प्रदेश सरकार



UTTAR PRADESH

AGREEMENT

BF 316074

Memorandum of Understanding

This agreement executed on the 30th day of October, 2012

BETWEEN

CENTRAL UNIVERSITY OF TIBETAN STUDIES, earlier known as "The Central Institute for Higher Tibetan Studies" registered under the Societies Registration Act in the end of 1977 to operate as an autonomous organization under the Department of Culture, Ministry of Education, Government of India, declared as a "Deemed to be University" on 5 April 1988 having its headquarters at Sarnath, Varanasi, represented by its Registrar (hereinafter referred as "CUTS") which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns of the other part.

AND

TIBETAN CHILDREN'S EDUCATIONAL AND WELFARE FUND registered under the Societies Registration Act 1860, a registered body of Department of Education, Central Tibetan Administration having its headquarter at Gangchen Kyishong, Dharamasla, Kangra District, H.P. represented by Secretary, Department of Education (hereinafter referred to as TCEWF) which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of one part.

Whereas both CUTS and TCEWF have discussed and agreed to open a Centre for Teacher Education (Off Campus branch of CUTS) at Bhuntar H.P. to impart 4-year innovative integrated courses of B.Sc. B.Ed. /B.A. B. Ed. And B.Ed. in consonance with

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the thrust area of CUTS for imparting education in Tibetan Studies with predilection for the traditional Tibetan method of teaching within an innovative framework of modern University System and to resuscitate the past glory which lies ensclosed in the precious treatises and classical works of the Buddhist scriptures on Religion, Philosophy, Art, Architecture and Science-including Astronomy and Medicine.

The specific need for starting this Centre for Teacher Education as Off Campus Branch of CUTS at Bhuntar in collaboration with TCEWF is to prepare competent and committed teachers who would be able to function effectively at school level notwithstanding the scope for pursuing Higher Education Programmes in any of the streams of Science/Humanity/Social Science/Pedagogy after completion of the Integrated Course and to meet the demand of trained teachers in various Tibetan schools in India.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN CUTS AND TCEWF HERETO as follows:

Responsibilities of Parties:

1. Whereas to facilitate the above programme, the TCEWF has leased its land measuring 15-1-6 Bighas situated at Parganu, Bhuntar Muhal Khokhan Teshsil & District Kullu which includes three buildings i.e. (i) a double storied staff room, (ii) double storied hostel block, (iii) three-storied academic block, and (iv) one swimming pool. And further whole premises possessed by the TCEWF for a period of 15 years commencing from 26th July 2012 to CUTS on a token annual lease rent of ₹ 99/- as per terms and conditions mentioned in the Lease Deed which was executed and notarized in the District Court of Kullu, H.P.
2. TCEWF will manage and bear all the financial implications of the Off Campus Branch under the aegis of CUTS Administration till a time CUTS decides to overtake its management with financial implications with mutual discussion and agreement with TCEWF.
3. **Joint Coordination Committee (JCC):** There shall be a JCC consisting of two representatives each from TCEWF and CUTS. The Vice-Chancellor, CUTS or his nominee shall be the Chairman of this JCC for the purpose to monitor and to make appropriate recommendation to the authorities for the smooth conduct of programs at Off Campus.
4. **Prospectus:** The prospectus prepared by CUTS under the NCTE Regulations will be used for Course and Admission.
5. **Nomenclature of Degree to be awarded:** The nomenclature of all the programmes will be as per the UGC/NCTE norms and guidelines. The above mentioned awards will be given by CUTS after successful completion of the examination by each student.
6. **Rates and Taxes:** Rates are in Rupees and Taxes as applicable shall be paid by TCEWF.
7. **Professional Practice:** The CUTS and TCEWF shall adhere to professional academic ethics and shall observe sound academic, management and technical practices. The CUTS and TCEWF shall always act in respect of any matter relating to this agreement, as faithful advisors to each other and shall at all times, support and safeguard the legitimate interests of both parties in any dealings with a third party.

8. **Publicity:** Any publicity by the TCEWF in which the name of CUTS is to be used shall be done only with the explicit written permission of CUTS. ~~If TCEWF fails to do so, it shall be considered a breach of contract.~~ However, CUTS Logo can be used in promotion material and advertisement in all forms to promote the joint programme of CUTS and TCEWF.

9. **Intellectual Property and Copy Rights:**

CUTS will have the copyright in respect of all the course materials prepared under this MOU.

10. **Mutual Exclusivity:**

CUTS and TCEWF shall stand committed to each other in the field of education in Buddhist Philosophy and Tibetan Studies and Teacher Education during the period of this agreement (including notice period).

11. **Validity:**

The agreement would come into force on the date of signing and may be reviewed and renewed on mutually agreeable terms from time to time.

12. **Termination**

Either party may terminate this MoU/ Agreement at any time by serving a notice in writing on the other party of not less than six months.

However, both parties shall continue to stand committed, with regard to students who are already enrolled under the programmes, till the date of notice served in order to complete the programme for such students till the completion of their entire programme till their certification.

- A. Either party may terminate it by providing the other party with three calendar months advance notice. Such termination shall take effect at the end of the three-month period or the end of the programme in progress at that time, whichever shall occur later.
- B. However, either party shall be entitled to terminate this MoU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MoU, and failing to remedy such breach within 60 (sixty) days after receipt of written notice calling upon such party to remedy the breach complained of.
- C. The termination of this MoU, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MoU.

However, in case of termination of this MoU for any reason, the responsibility of each party shall continue up to completion of running batch.

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13. Amendment

The obligations of CUTS and TCEWF have been outlined in this MoU. However, during the operation of MoU circumstances may arise which may call for alterations or modifications of this agreement. These alterations will be mutually discussed and agreed upon in writing.

No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

14. Matters Not Providing in

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, parties to this MoU shall consult each other for each instance and resolve such doubts in good faith.

15. Further Acts and Assurances

Each of the parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provision of this Agreement and to consummate the transactions contemplated hereby.

16. Force Majeure

For purposes of this Clause, "Force Majeure" means an event beyond the control of the CUTS / TCEWF and not involving the CUTS / TCEWF and not involving the CUTS's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the CUTS / TCEWF shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the CUTS / TCEWF in writing, the TCEWF / CUTS shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, the client may terminate this contract by giving a written notice of minimum 30 days to the TCEWF / CUTS, if as a result of Force Majeure, the TCEWF / CUTS being unable to perform a material portion of the services for a period of more than 60 days.

17. Indemnity

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this agreement by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

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18. Severability

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining Agreement. In such a case, the parties of this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

19. Settlement of Dispute Resolution and Jurisdiction

If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof. CUTS and TCEWF shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, only the Courts of Varanasi will have the jurisdiction to adjudicate upon the matter.

20. Representation and warranty

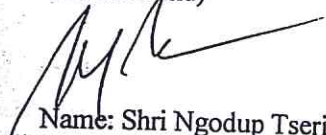
The parties hereby represent and warrant to each other that:

- a) They are duly established and existing under the laws of jurisdiction stated against their name in this MoU and have the legal power and authority by virtue of statute/resolution, to sign this MoU, perform and comply with their duties and obligations under this MoU.
- b) This MoU constitutes legal, valid and binding obligations enforceable
 - i. against them in accordance with the terms hereof; order or decree or regulation of any court, Governmental instrumentality of functions; or
 - ii. any other document or to the best of their knowledge any indenture, contract or MoU to which they are a party or by which it may be bound;
- c) There are no actions, suits, writs or proceedings pending, to the best of their knowledge against them before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrain them from performing their duties and obligations under this MoU; and
- d) No representation and warranty made herein contains any untrue statement based on the facts and circumstances.

A

IN WITNESS THEREOF, the parties have caused duplicate copies of this Agreement to be executed by their duly authorized officers on the dated and at the places indicated below.

For and on behalf of TCEWF
(Tibetan Children's Educational &
Welfare Fund)


Name: Shri Ngodup Tsering,
Secretary, TCEWF
Department of Education, CTA,
Dharamsala, H.P.


Signature of authorized official
(Stamp)



Witness 1

Witness 2

For and on behalf of CUTS
(Central University of Tibetan
Studies)


Name: Dr. Deo Raj Singh,
Registrar, CUTS
Sarnath, Varanasi, U.P.

Signature of authorized official
(Stamp) Registrar

Central University of Tibetan Studies
(Deemed to be University)
Sarnath, Varanasi

Witness 1

Witness 2

A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into
on the 29th day of May, 2013

BETWEEN

Central University of Tibetan Studies, Sarnath, Varanasi-221 007
being run under the Ministry of Culture, Department of Culture,
Government of India, New Delhi

AND

Lab Sum Buddhist College Association of the Republic of China,
Taiwan recognized by the Home Ministry, Government of Taiwan

WHEREAS the Central University of Higher Tibetan Studies is a
premier University for higher studies in Buddhism and Tibetan
Studies along with research in respective fields and also conducts
various activities such as national and international seminars,
conferences, workshops with themes pertaining to Buddhism and
Tibetan Studies.

ANDWHEREAS THE Lab Sum Buddhist College Association is a
newly established Institute with ambitious objectives of studies and
research in Buddhism and Tibetan Studies at various levels.

WHEREAS the Central University of Tibetan Studies and Lab Sum
Buddhist College Association have a common objectives of studies
and research, preservation of culture and dissemination of
knowledge.

ANDWHEREAS the Central University of Tibetan Studies and Lab
Sum Buddhist College Association are willing to cooperate in the
promotion of teaching and research and desire to enter into a



Memorandum of Understanding for the purpose of fulfilling their objectives.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SCOPE OF COOPERATION:

1.1. The activities to be carried out under this cooperation shall include

- a) Exchange of students – both institutions will exchange students who are desirous to learn the subjects specialized in their respective institutes.
- b) Exchange of teachers and scholars - Institutions will exchange the teachers and scholars to teach and do research and to run other academic work in their respective institutions as per their requirements.
- c) Exchange of intellectual materials – Institutions will exchange materials pertaining to academic and cultural matters like: digital copies of books, journals, video recordings and audio recordings.
- d) Joint ventures – The two institutions may jointly frame research programmes, conference, seminars and workshops.

1.2. Modus operandi of the exchange of individual activities and programmes shall be carried out through further discussions between the authorities of the two institutions according to the requirement of the circumstances.

1.3. Both institutions will endeavour to assist each other in the development of their academic and intellectual services.



- 1.4. Both the institutions will attempt to maintain parity with personal exchange arrangements over the period of this MOU.
- 1.5. Whilst the purpose of this MOU is to outline an academic and management framework between the institutions, they do not intend to be legally bound to each other, and this MOU does not impose any legal obligation on either party.
- 1.6. The undertaking of each activity to be carried out under this MOU, will be subject to the availability of funds.

2. EFFECTIVE DATE AND DURATION OF MOU

This MOU shall be effective from the date it is signed by the parties hereto. The duration of the MOU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause 4.

3. AMENDMENT TO MOU:

No amendment to this MOU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MOU.

4. TERMINATION OF MOU:

- 4.1. The MOU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonouring any commitment entered into prior to the date of termination notice.
- 4.2. This MOU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party

Accepts



concerned and which disabled any of the parties hereto from functioning further.

4.3. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

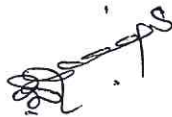
5. DISPUTE RESOLUTION:

Any dispute arising under the terms and conditions of this MOU shall be referred to a competent independent Arbitrator as agreed to by both the institutions.

IN WITNESS WHEREOF both the parties hereto have hereunto set their hands the date and year hereinabove mentioned.

For and on behalf of

For and on behalf of



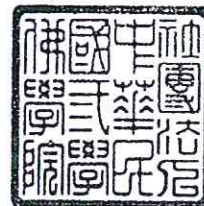
Registrar

Central University of Tibetan Studies
Sarnath, Varanasi, Uttar Pradesh
India



Principal

Lab Sum Buddhist College
Association of the Republic of China
Taiwan



THIS MEMORANDUM OF UNDERSTANDING is made on the

BETWEEN

UNIVERSITY OF TASMANIA
[Australia]

("UTAS")

AND

THE CENTRAL INSTITUTE FOR HIGHER TIBETAN STUDIES
[India]

("CIHTS")

CONTEXT

- A. Since 1996, UTAS and CIHTS ("the Parties") have jointly conducted an exchange program, formerly known as the Tasmania-Tibet Partnership Program, and currently known as the Tasmanian Buddhist Studies in India Exchange Program ("the Exchange Program").
- B. The Exchange Program has generally entailed, among other things, the annual selection of a group of undergraduate students from UTAS to travel to India to participate in an intensive Buddhist studies summer school program at CIHTS, as well as the periodic selection of a student from CIHTS to travel to Tasmania to undertake a postgraduate degree in the School of Philosophy at UTAS.
- C. Recognising their close working relationship that has developed, and with a view to benefiting students from both UTAS and CIHTS and enabling their relationship to further develop out of mutual respect and a focussed direction, the Parties now wish to formalise the arrangements for the Exchange Program, and to this end:

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

1. The Parties wish to continue to jointly conduct the Exchange Program.
2. In respect of every exchange the Parties elect to undertake, they will enter a written agreement with respect to that particular exchange ("Exchange Agreement").
3. The Exchange Agreement will comprise the entire agreement between the Parties with respect to the particular exchange it relates to, and in the event of any inconsistency between the Exchange Agreement and this memorandum of understanding ("this MOU"), the Exchange Agreement will prevail.
4. Nothing in this MOU obliges the Parties to undertake any exchanges, and unless and until such time as an Exchange Agreement is entered into with respect to a particular exchange, they will not be bound to undertake that exchange.
5. Unless otherwise agreed between the Parties, the terms and conditions of each Exchange Agreement the Parties elect to enter, will be substantially in accordance with the draft agreement annexed to this MOU, provided that the Parties may vary the terms and conditions therein or use a different agreement if they so desire.
6. This MOU will commence on the date it is signed by both Parties and will continue for a period of 3 years unless terminated earlier pursuant to Clause 13, or extended pursuant to clause 7.
7. The Parties may, by written agreement, elect to extend this MOU for any period so agreed to.

8. The Parties will review this MOU annually, and may, as a result of such review or for any reason, vary this MOU subject to clause 9.
9. This MOU may be varied by written agreement between the Parties, provided that where this MOU is varied, any Exchange Agreement that has been entered by the Parties and is still in force, will continue unaffected by the variation of this MOU.
10. The Parties do not wish to be legally bound by the provisions of this MOU.
11. Nothing in this MOU constitutes a relationship of agency, partnership or of employer and employee.
12. Nothing in this MOU obliges the Parties to enter into any further agreements.
13. Either Party may terminate this MOU by providing not less than 12 months notice in writing to the other Party, provided that where this MOU is terminated, any Exchange Agreement that has been entered by the Parties and is still in force, will continue unaffected by the Termination of this MOU.

**Signed for and on behalf of the University of
Tasmania by:**

Signature:


.....

Full Name:

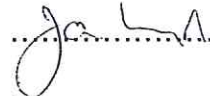
Professor Rudi Lidl

Title:

Deputy Vice-Chancellor

In the presence of

Signature:


.....

Full Name:


JAN LYNCH

Title:

SENIOR EXECUTIVE OFFICER, UTA\$

**Signed for and on behalf of the Central Institute
for Higher Tibetan Studies by:**

Signature:


.....

Full Name:

Geshe Ngawang Samten

Title:

Venerable Professor, Director

In the presence of

Signature:

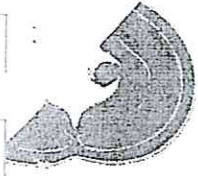

.....

Full Name:

Jeffrey Edward Mabao

Title:

Professor of Philosophy



Nāgānanda International Institute for Buddhist Studies

Manelwatta, Bollegala, Kelaniya, Sri Lanka.

Phone : +94112906845

Ven. Prof. Geshe Ngawang Samten,
Vice-chancellor,
Central University of Tibetan Studies,
Saranath, Varanasi, U. P., India.

Dear Ven. Prof. Geshe Ngawang Samten,

Signing of MOU with the Central University of Tibetan Studies

First of all I am very sorry for not having the opportunity to contact you earlier regarding the above matter. However as I am a permanent resident in Taiwan I have to spend much time there and I came to Sri Lanka on 1st October after about two months. I have instructed Prof. G. D. Sumanapala, Course coordinator and a member of the council of our institute to deal with all matters relevant to me as the Executive Director of the institute. I am very thankful and grateful to you and the staff of the Central University for agreeing to sign the MOU and sending its draft. Herewith I am sending the MOU signed by me and I am also sending it to you by post. If it's not inconvenient to you please be kind enough to send it back with your signature or a letter of agreement for this matter. It will be very useful to us for planning the future activities of the institute.

I came to know about your busy time table and decided to come to your university when you are fully free in this month or next. Otherwise I would like to invite you and some other officials of your university to our institute for a simple ceremony to be arranged in accordance with your convenience.

We hope to start the Graduate Faculty in this month and I hope you may not have any disagreement to mention the name of the Central University of Tibetan Studies as one of our supporting universities at this occasion.

If you agree to visit Sri Lanka we would bear the cost of travelling and accommodation in Sri Lanka.

Thank you once again for dealing with this matter kindly on behalf of me and I hope you may send your reply in due course.

Wishing you good health, happiness and long life with the blessings of the Triple-gem.

Yours Sincerely,

.....
Ven. Dr. Bodagama Chandima Thero

Ven. Dr. Bodagama Chandima Thero

resident

Maha Bodhi Charya Foundation
Nāgānanda International Institute of Buddhist Studies

Manelwatta, Bollegala, Kelaniya, Sri Lanka.

Reg: No. N(A) 926

02.10.2014

web : www.nibu.com

E - mail : nibu@sltnet.lk

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on the 2nd day of month of October Year 2014

BETWEEN

CENTRAL UNIVERSITY OF TIBETAN STUDIES, SARNATH, VARANASI-221 007 being run under the Ministry of Culture, Department of Culture, Government of India, New Delhi earlier known as "The Central Institute for Higher Tibetan Studies" registered under the Societies' Registration Act in 1977 to operate as an Autonomous Organization under the Department of Culture, Ministry of Education, Government of India, declared as a "Deemed to be University" on 5 April 1988 having its headquarters at Sarnath, Varanasi-221007 U.P., represented by its **Vice Chancellor** (hereinafter referred as "CUTS") which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns of the other part.

WHEREAS the Central University of Tibetan Studies (CUTS) is a premier University for higher studies in Buddhism and Tibetan Studies along with research in respective fields and also conducts various activities such as national and international seminars, conferences, workshops with themes pertaining to Buddhism and Tibetan Studies and presents a platform for interaction between Buddhist and non-Buddhist Indian philosophical schools; between Buddhist and Western Philosophers; and between Buddhist scholars and scientists.

AND

NAGANANDA INTERNATIONAL INSTITUTE FOR BUDDHIST STUDIES (NIIBS), MANELWATTA, BOLLEGALA, KELANIYA, SRI LANKA of the Republic of Sri Lanka recognized by the Ministry of Higher Education, Government of Sri Lanka having its headquarter at Manelwatta, Bollegala, Kelaniya, Sri Lanka represented by its Executive Director (hereinafter referred as "NIIBS") is an Institution for higher studies in Buddhist Studies, which pays much attention not only to provide a theoretical knowledge of Buddhism to the students but also to train them in its practical context.

WHEREAS the Central University of Tibetan Studies (CUTS) and Nagananda Institute for Buddhist Studies (NIIBS) have a common objectives of studies and research, preservation of culture and dissemination of knowledge in Buddhist Studies. Therefore, both the Institutions are willing to cooperate in the promotion of teaching and research and desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives.

WHEREAS both CUTS and NIIBS have discussed and agreed on specific terms, conditions and consideration wherein CUTS and NIIBS agree to working together in

offering programs in the areas of Philosophy, Theology and Spirituality in Buddhism and Tibetan Studies.

NOW IT IS AGREED BY AND BETWEEN CUTS and NIIBS AS UNDER:

1. SCOPE OF COOPERATION:

- 1.1 The activities to be carried out under this cooperation shall include
 - a) Designing of curricular of B.A. Degree in Tibetan Language & Mahayana and to introduce certificate diploma course in Tibetan Medicine.
 - b) Exchange of teachers and scholars – Institutions will exchange the teachers and scholars to teach and do research and to run other academic work in their respective institutions as per their requirements.
 - c) Joint ventures – The two institutions may jointly frame research programs, conference, seminars and workshops.
 - d) Exchange of intellectual materials – Institutions will exchange materials pertaining to academic and cultural matters like: digital copies of books, journals, video recordings and audio recordings.
- 1.2 Modus operandi of the exchange of individual activities and programs shall be carried out through further discussions between the authorities of the two institutions according to the requirement of the circumstances.
- 1.3 Both institutions will endeavor to assist each other in the development of their academic and intellectual services.
- 1.4 Both the institutions will attempt to maintain parity with personal exchange arrangements over the period of this MOU.
- 1.5 Whilst the purpose of this MOU is to outline an Academic and Management framework between the institutions, they do not intend to be legally bound to each other, and this MOU does not impose any legal obligation on either party.
- 1.6 The undertaking of each activity to be carried out under this MOU, will be subject to the availability of funds.

2. EFFECTIVE DATE AND DURATION OF MOU:

This MOU shall be effective from the date it is signed by the parties hereto. The duration of the MOU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause 4.

3. AMENDMENT TO MOU:

No amendment to this MOU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MOU.

4. TERMINATION OF MOU:

4.1 The MOU can be terminated by either CUTS or NIIBS giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice.

4.2 The MOU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.

4.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

5. DISPUTE RESOLUTION:

Any dispute arising under the terms and conditions of this MOU shall be referred to a competent independent Arbitrator as agreed to by both the institutions.

IN WITNESS WHEREAOF both the parties hereto have hereunto set their hands the date and year hereinabove mentioned.

For and on behalf



Vice Chancellor

Central University of Tibetan Studies (CUTS),
Sarnath, Varanasi-221007, Uttar Pradesh,
India

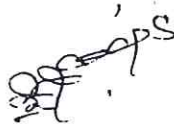
For and on behalf of



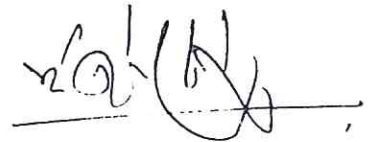
Executive Director

Nagananda International Institute for
Buddhist Studies (NIIBS), Manelwatta,
Bollegala, Kelaniya, Sri Lanka

Witness 1:



Witness 1:



Witness 2:

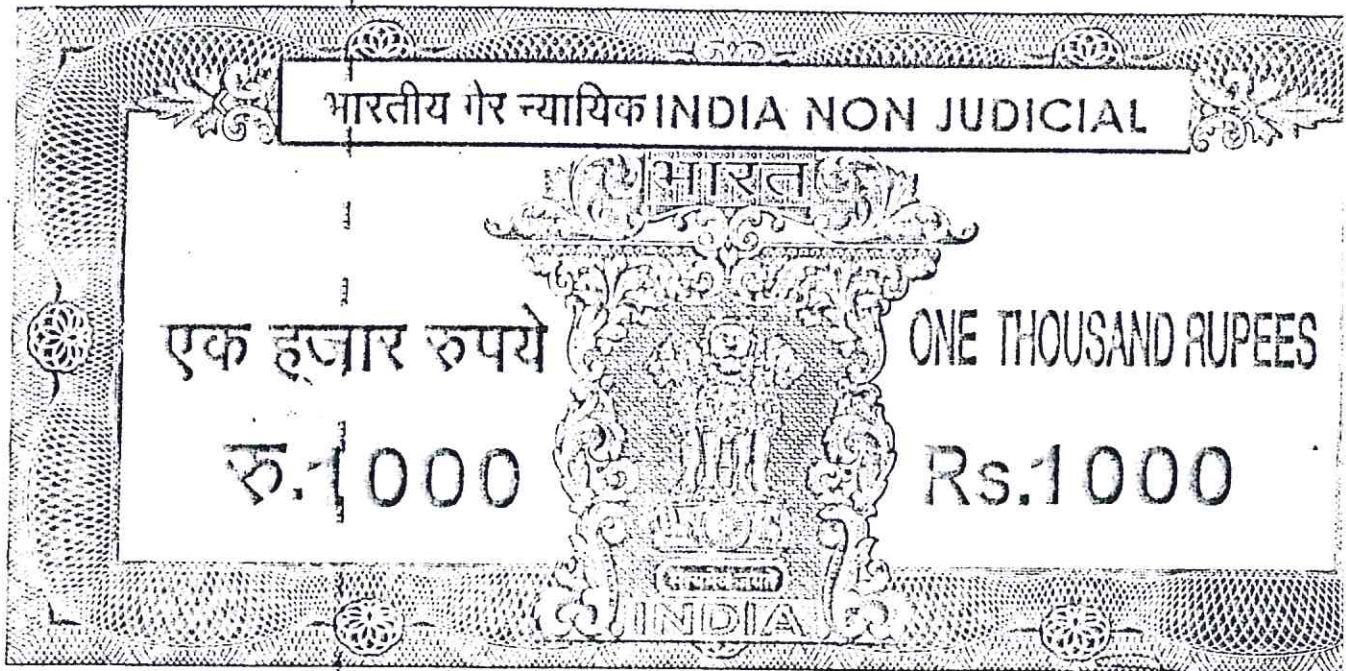


Witness 2:

G. D. Sumanepala

कुलपति/Vice Chancellor
केन्द्रीय तिब्बती अध्ययन विश्वविद्यालय
Central University of Tibetan Studies
सारनाथ, वाराणसी २२१००७-उ०प्र०
Sarnath, Varanasi 221007-U.P.

Ven. Dr. Bodagama Chandima Thero
President
Maha Bodhi Charya Foundation
Nagananda International Institute of Buddhist Studies
Manelwatta, Bollegala, Kelaniya, Sri Lanka.
Reg. No. N(A) 926



बिहार BIHAR

16/04-11-2015 12:10 P. 6/11/15 N 3408

मे. ग. - सुभाष (अ. ग. - 6/11/2015) 10/11/15

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on 04th day of March, 2015.

BETWEEN

Patna Museum, Patna, under the Art, Culture & Youth Department, Govt. of Bihar.

AND

Central University of Tibetan Studies Sarnath, Varanasi, Deemed University, and autonomous body under the Ministry of Culture, Govt. of India.

WHEREAS the Patna Museum is a reputed museum in India for its excellent collection of manuscripts, especially the Tibetan and Sanskrit Mss. brought by Mahapandita Rahulsanskritayan from Tibet.

AND WHEREAS the Central University of Tibetan Studies is a premier University for higher studies in Buddhism and Tibetan Literature and Culture along with research in respective fields, and also conducts various activities such as International and national seminars, conferences, workshops with themes pertaining to Buddhism and Tibetan Studies.

WHEREAS the Patna Museum and Central University of Tibetan Studies have a common objective of the preservation and development of Buddhist and Tibetan literature and Manuscripts.

[Handwritten signature]

04/03/15

AND WHEREAS the Patna Museum and Central University of Tibetan Studies are willing to cooperate in the promotion of Buddhist Studies, preservation of literature, digitization of manuscripts, research of manuscripts and publication of the critically edited manuscripts and desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a better way.

AND WHEREAS the activities under this MoU will be carried out through the Research Department/ Shantarakshita Library of the Central University of Tibetan Studies

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SCOPE OF COOPERATION:

- 1.1. The activities to be carried out under this cooperation shall include:-
 - Digitization of the Sanskrit Manuscripts and DegeTengyur preserved in Patna Museum.
 - Publication of the unpublished Sanskrit Manuscripts preserved in the collection of MahapanditaRahulsankrityayan.
 - The exchange of publications
 - Translation and Publication of Tibetan texts in the collection of MahapanditaRahulsankrityayan into Hindi.
 - Promotion of participation of the faculty members in the research, conference, seminars, workshops and training programmes.
- 1.2. The details of institutional and individual responsibilities necessary for the accomplishment of each activity to be carried out under this MoU shall be set forth in a Supplemental Letter of MoU which upon signing by the authorized representatives of both the Institutions, shall become an integral part of this MoU.
- 1.3. Both the Institutions will attempt to maintain parity with personal exchange arrangements over the period of this MoU.
- 1.4. Whilst the purpose of this MoU is to outline joint venture project framework between the Institutions, they do not intend to be legally bound to each other, and this MoU does not impose any legal obligation on either party.
- 1.5. The undertaking of each activity to be carried out under this MoU, will be subject to the availability of funds.

2. COORDINATION

- 2.1 Co-ordination for effective execution of the activities to be carried out under this MoU and for reviewing their progress shall be as follow:
 - a) One Coordinator nominated by the Director of the Patna Museum
 - b) One Coordinator nominated by the Director/ Vice Chancellor of the Central University of Tibetan Studies
- 2.2 The Committee shall submit a written report of the progress of the activities to be carried out under this MoU to each Party, annually, together with any suggestions for improvements.




4/3/15

3. EFFECTIVE DATE AND DURATION OF THE MOU:

This MoU shall be effective from the date it is signed by the parties hereto. The duration of the MoU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause 5.

4. AMENDMENT TO MOU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

5. TERMINATION OF MOU:

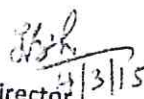
- 5.1. The MoU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonouring any commitment entered into prior to the date of termination notice.
- 5.2. This MoU shall also stand terminated for any reason such as legal processes, Central and UGC regulations, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.
- 5.3. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

6. DISPUTE RESOLUTION:


Any dispute arising under the terms and conditions of this MoU shall be referred to a competent independent Arbitrator as agreed to by both the Institutions.

IN WITNESS WHEREOF both the parties hereto have hereunto set their hands the date and year hereinabove mentioned.

For and on behalf of

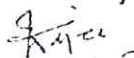

Director
4/3/15
Museums, Bihar

For and on behalf of

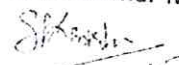

Director/V.C.
4/3/15
Central University of Tibetan Studies

Witnesses:

1. Dr. Penpa Dorjee


4/3/15

2. Dr. Shiva Kumar Mishra


4/3/15

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on...25th..... day of
.....May.....2018.

BETWEEN

Patna Museum, Patna, under the Department of Art, Culture & Youth Government of Bihar, Bihar through the Director, of the One Part.

AND

Central Institute of Higher Tibetan Studies, Sarnath, Varanasi, Deemed University (further as (CIHTS), an autonomous body under the Ministry of Culture, Govt. of India through the Vice Chancellor, of the other Part.

WHEREAS the Patna Museum is a reputed museum in India for its excellent collection of manuscripts, especially the Tibetan and Sanskrit manuscripts, brought by Mahapandita Rahul Sankrityayan from Tibet.

AND WHEREAS THE Central Institute of Higher Tibetan Studies is a premier University for higher studies in Buddhism and Tibetan Literature and Culture along with research in respective fields, and also conducts various activities such as international and national seminars, conferences, workshops with themes pertaining Buddhism and Tibetan Studies.

WHEREAS the Patna Museum and Central Institute of Higher Tibetan Studies have a common objective of the preservation and Development of Buddhist and Tibetan literature and Manuscripts.

AND WHEREAS the Patna Museum and Central Institute of Higher Tibetan Studies are willing to cooperate in the promotion of Buddhist Studies, preservation of literature, digitization of manuscripts, research of manuscripts and publication of the critically edited manuscripts and desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a better way.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Scope of Cooperation

- 1.1 The activities to be carried out under this cooperation shall include.
- Central Institute of Higher Tibetan studies shall study, research and critically edit and publish the unpublished Sanskrit manuscripts housed in Patna Museum in the form of glass negative Films and in positive brought by Mahapandita Rahul Sankrityayan.

बिपिन बिबारी


Registrar

Central Institute of Higher Tibetan Studies
Sarnath, Varanasi-221007 U.P.

- The books published under this MOU shall carry the name of both the institutions as collaborators and publishers; and the published copies shall be divided on the Basis of 70% and 30% respectively between CIHTS and Patna Museum, i.e. CIHTS shall keep 70% and Patna Museum shall get 30% of all the publications under this MOU. The expenses of study, research, critically edit and publication shall be borne by the CIHTS.
- The Original Manuscript and the Publication Ready Original Manuscript will be the property of Patna Museum and will lie with Patna Museum, Patna, who will have all and exclusive right of these Manuscripts. For translation, research and publication purpose, the digitized copy of the manuscripts will be made available to the CIHTS in phases.
- Both the Institutions Patna Museum, Patna and CIHTS shall have equal Intellectual Property Right and Copy Right of all the Translation and the edited 'Publication Ready Material'.

1.2 Both the Institutions will attempt to maintain parity with personal exchange arrangements over the period of this MOU.

1.3 Whilst the purpose of this MOU it to outline joint venture project framework between the Institutions, they do not intend to be legally bound to each other and this MOU does not impose any legal obligation on either party.

1.4 The undertaking of each activity to be carried out under this MOU will be subject to the availability of funds.

2. COORDINATION

2.1 Co-ordination for effective execution of the activities to be carried out under this MOU and for reviewing their progress shall be as follow.

- a) One coordinator nominated by the Director of the Patna Museum.
- b) One coordinator nominated by the Vice-Chancellor of the Central Institute of Higher Tibetan studies.
- c) There will be an Editorial Board to look into and edit the matter/manuscript to be published. The Editorial Board will be constituted with consent of both the Institutions and it will be mandatory to publish the Editorial Board in all such publications.

1.2 The committee shall submit a written report of the progress of the activities to be carried out under this MOU to each party half yearly together with any suggestion for improvements.

3. EFFECTIVE DATE AND DURATION OF THE MOU:-

This MOU shall be effective from the date is signed by the parties here to the duration of the MOU will be initially for a period of five years

बिप्लव तिवारी

Registrar
Central Institute of Higher Tibetan Stud
Sarnath, Varanasi 221007 U.P.

from the effective date, unless or otherwise terminated earlier, as per clause 5.

4. AMENDMENT TO MOU

No amendment to this MOU shall be valid unless the same is made in writing jointly by the parties here to or their authorized representatives and specifically stating the same to be an amendment to this MOU.

5. TERMINATION OF MOU

5.1 The MOU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonouring any commitment entered into prior to the date of termination notice.

5.2 This MOU shall also stand terminated for any reason such as legal processes, central and UGC regulation, Acts of state or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties here to from functioning further.

5.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual Property rights.

6. DISPUTE RESOLUTION:

Any dispute arising under the terms and conditions of this MOU shall be referred to a competent independent Arbitrator as agreed to by both the Institutions.

IN WITNESS WHERE OF both the parties hereto have hereunto set their the date and year here in above mentioned.

For and on behalf of

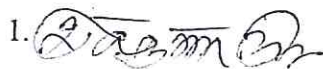
For and on behalf of

विमल तिवारी

Additional Director

ADDITIONAL DIRECTOR
PATNA MUSEUM, PATNA

Witness :

1. 


Registrar

Central Institute of Higher Tibetan Studies Registrar

Central Institute of Higher Tibetan Studies
Sarnath, Varanasi-221007 U.P.

2.



MEMORANDUM ON COOPERATION

Kyzyl

«13» November 2016г.

Federal State Educational Institution of Higher Education "Tuvan State University," The Republic of Tuva, the Russian Federation, represented by the Rector Khomushku Olga Matpaevna, acting under the Charter, of the first part, and Central University of Tibetan Studies, represented by the Vice Chancellor, Professor GesheNgawangSamten, acting under the Charter, of the second part, and State Budgetary Scientific Research and Educational Institution "Tuvan Institute of Humanities and Applied Social and Economic Research", the Republic of Tuva, the Russian Federation, represented by the Director Kharunova Marianna Monge-Baiyrovna, acting under the Charter, of the third part, hereinafter collectively referred to as the "contracting parties" and "a contracting party" individually, have agreed in principle as follows:

- 1) To establish collaborations for the exchange of students and scholars;
- 2) To organize short term courses for the students, teachers and staff of the institutions;
- 3) To conduct joint research projects of mutual interest; and
- 4) To make arrangements for joint publications.

The final agreement will be formally executed on the approval of the same by the bodies of the respective institutions.

IDENTITIES AND SIGNATURES OF THE PARTIES

Tuvan State University

667000, Russian Federation, Republic of Tuva,

Kyzyl, Lenin Street 36


Tel .: 8 (39422) -2-19-69

Fax: 8 (39422) -2-19-69

Email: tgu@tuvsu.ru

Website: www.tuvsu.ru

Rector  O. Khomushku

Stamp 

Central University of Tibetan Studies

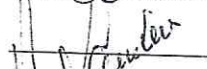
221007 India, Uttar Pradesh

Varanasi, Sarnath, Mavaiya, Sarnath Rd,

Phone: +91 542 2585242; 2581737

Fax: +91 542 2585150

E-mail: vcoffice.cuts@gmail.com

Vice Chancellor  Geshe Ngawang Samten

Stamp

Tuvan Institute of Humanities and Applied Social and Economic Research

667000, Russian Federation, Republic of Tuva,

Kyzyl, Kochetov Street 4

Tel. (39422) 2-39-36

Fax. (39422) 2-39-36

E-mail: igi@tuva.ru.

Сайт: www.tigi.tuva.ru

Director 

M. Kharunova

Stamp 

**MEMORANDUM
OF
UNDERSTANDING**

(MoU)

BETWEEN



**SWAMI VIVEKANAND SUBHARTI UNIVERSITY
MEERUT – UTTAR PRADESH, INDIA**

AND



**CENTRAL INSTITUTE OF HIGHER TIBETAN STUDIES
(DEEMED UNIVERSITY)
SARNATH, VARANASI, UTTAR PRADESH, INDIA**

INTRODUCTION

The purpose of this agreement is to establish a basis for operating the Collaboration between **Swami Vivekanand Subharti University (SVSU), Meerut (UP)**, the first party and the second party **Central Institute of Higher Tibetan Studies (Deemed University), Sarnath, Varanasi, (UP)**.

Whereas, **Swami Vivekanand Subharti University (SVSU)**, established on 5th September 2008 by Legislative Council of Uttar Pradesh, located in Meerut (U.P.), India has number of faculties namely, Arts & Social Sciences(Including newly introduced School of Buddhist Studies in 2018-19), Dental Sciences, Education, Engineering & Technology, Journalism & Mass Communication, Law, Library Sciences, Management & Commerce, Medicine, Physiotherapy & Allied Health Science, Pharmacy, Science, Nursing and Fine Arts.

Whereas, **Central Institute of Higher Tibetan Studies (CIHTS)**, established in 1968 for the preservation of Tibetan Culture which is the legacy of ancient Indian Monastic Universities such as Nalanda, Vikramsila, Odantapuri etc. The University conducts courses on Buddhist Philosophy, Epistemology, Logic and Psychology as the subjects of the Faculty of Philosophy. Languages like Tibetan, Sanskrit, Pali, Hindi and English are also taught along with some optional subjects of Social Sciences. Tibetan Traditional Medical System (Sowa Rigpa), Tibetan Traditional Fine Arts and Tibetan Traditional Astrology/Astronomy are also prominent courses. The Department of Education provides all the courses required for the training of teachers. The Institute is fully funded by Ministry of Culture, Government of India.

Whereas, both Universities are desirous to establish a program for academic cooperation in the areas of mutual interest and in accordance with the terms and conditions set out in this agreement.

OBJECTIVES

The purpose of this Agreement is to establish partnerships to further mutual interests and to foster and develop cooperation between the two Universities and agree:

- (a) To exchange on reciprocal basis, students at Undergraduate & Post Graduate levels for limited period of time for purpose of education, training and research.
- (b) To exchange faculty for a limited period for academic exposure and interaction.
- (c) To exchange information on research and educational programs.
- (d) To institute Dual Degree programs in those subjects where considered feasible subject to the approval of statutory bodies of both the Universities and prevailing laws of the Countries.
- (e) Mutual Online working.

The terms of Partnership will be as under:

a) **Student/Residents Exchange Program:**

Few selected Students/Interns/Residents from Swami Vivekanand Subharti University will be sent to the Central Institute of Higher Tibetan Studies (Deemed University) for a short period and similarly few Students/Interns/Residents of CIHTS will be sent to Swami Vivekanand Subharti University for participating in academic programs at their level. No tuition/training fee shall be charged for the participants. The participants will bear their travel cost. Their boarding and lodging will be arranged by the host Universities on subsidized payment to be paid by the participants.

b) **Faculty Exchange Program:**

Selected Faculty of one University will visit to the other University for a prefixed short term or take up fixed term visiting assignment at each other's institution.

- a) If one of the University invites a selected faculty of the other University to give a course or series of lectures, the cost will be borne by the host University.
- b) If one of the University sends selected participants to the other University for his or her academic advancement, the TA/DA will be borne by the participants. However, boarding and lodging will be arranged by the host University.

c) **Research Collaboration:**

SVSU and CIHTS will exchange information on research programs and will encourage and provide facilities to research fellow desirous of undertaking a research project at their own or the partner's University on the basis of mutually agreed arrangements. However, both the Universities will ensure that the Intellectual property rights of the owner are not infringed upon.

d) **Dual Degree Program:**

Taking into account the statutory provision in the country, the SVSU and CIHTS will explore the possibility of transfer of the credits for the students, who wish to pursue a part of their course at the other University. In such cases dual degree will be given to the students.

e) Both Universities will appoint one representative from each side as Nodal Officer who will discuss and sort out issues related to their agreement to be taken up.

DURATION OF AGREEMENT

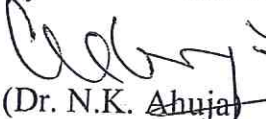
This agreement will take effect from the date of signature by the representatives of the two Universities and will remain effective for a period of five years, which may be considered for renewal on completion of the period.

TERMINATION OF AGREEMENT

Both parties have option of terminating this agreement by giving notice of one year while assuring in full that no hardship will be faced by the students already in the pipeline of the program.

Date: 05 Sep 2018

By -----



(Dr. N.K. Ahuja)

Vice Chancellor

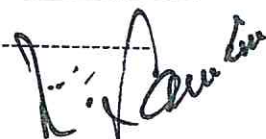
Swami Vivekanand Subharti University

Uttar Pradesh, INDIA



Date: _____

By -----



(Prof. Geshe Ngawang Samten)

Vice Chancellor

Central Institute of Higher Tibetan Meerut,

Studies (Deemed University)

Sarnath, Varanasi, Uttar Pradesh, INDIA