

Memorandum of Understanding

Memorandum of Understanding on Academic and Research Co-operation



Between

Nava Nalanda Mahavihara

And



Dharma College

2222 Harold Way

Berkeley, CA 94704

(510) 704-1105

Concerning the development of international academic and research linkage between the Nava Nalanda Mahavihara and Dharma College, U.S.A

Nava Nalanda Mahavihara, India and Dharma College, U.S.A

Desires to collaborate and strengthen academic and research cooperation between their respective institutions based on the principles of mutual benefit and have concluded this Memorandum of Understanding (hereinafter "MoU")

Have agreed as follows:

Article 1

The objective of the co-operation between Nava Nalanda Mahavihara and Dharma College is to promote academic collaboration for research and education. Nava Nalanda Mahavihara, India, is a Deemed to be University, and has an address at Bhikkhu Jagadish Kashyapa Marga, Nalanda, India. Dharma College, U.S.A, is an institution and exists under the laws of U.S.A, and has an address at 2222 Harold Way, Berkeley, CA 94704, (510) 704-1105.

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Article 2

Cooperation in strategic areas will be directed towards the following activities:

- (a) Jointly explore the development of educational programs;
- (b) Jointly explore the development of community-based programs;

Nava Nalanda Mahavihara, Bhikkhu Jagadish Kashyapa Marga, Nalanda, India & Dharma College, 2222 Harold Way, Berkeley, CA 94704, (510) 704-1105, U.S.A.

- (c) Jointly explore the development of research projects;
- (d) Explore the potential to exchange relevant academic information;
- (e) Facilitate the exchange of faculties, researchers and students; and
- (f) Jointly collaborate on programs involving teaching, research and projects.

The cooperation will encompass diverse disciplines and interdisciplinary fields as follows:

1. Philosophy and Culture (Workshop and exhibition)
2. Buddhist Studies (Research, teaching and projects)
3. Abhidhamma and Buddhist Psychology
4. Other areas of common interest

Article 3

The MoU will not give rise to any financial obligation by one partner to the other and each partner will bear its own cost and expenses in relation to the academic activities under this MoU.

Appropriate institutional approval will be sought for program development and implementation. All policies and procedures within each institution, including and Ministerial and accreditation approval will be sought and followed.

The Parties intend that any agreement for academic cooperation in relation to specific program activities will be documented in separate and formal agreement

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executed by the parties in accordance with the policies and procedures of the respective parties.

Article 4

The MoU will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

Article 5

To administer and facilitate this cooperation, each party will designate and an appropriate office to coordinate activities resulting from this cooperation.

Article 6

Both the institution will decide for future activities like teaching, research, workshop and exhibition on life and teachings of Buddha including Nalanda academic culture by mutual consent.

Article 7

Any Intellectual Property Right brought by one of the Parties for the implementations of the cooperation activities under this MoU shall remain the property of the Party. However, that infringement of any third Party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MoU.

Any Intellectual Property Right, data and information resulting from research activities conducted under this MoU shall be jointly owned by two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information

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resulting from the cooperation activities under this MoU be used for commercial purposes by one Party, the other Party shall be entitled for the share on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the constitution of the Party from which the object derives.

If either of the parties wishes to disclose confidential information/or information resulting from the cooperation activities under the MoU to any third Party, the disclosing Party must obtain prior consent from the other Party before and disclosures can be made.

Article 8

Difference arising out of the interpretation on the implementation of the MoU shall be settled amicably by consolation or negotiation between the Parties.

Article 9

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing.

University's name and logo may not be used without written permission from both the institutions. Dharma College will seek permission from Nava Nalanda Mahavihara and Nava Nalanda Mahavihara from Dharma College before using name and logo.

Article 10

This MoU will remain in force for five (5) years and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MoU can be modified at any time by mutual agreement communicated in writing. This MoU shall be automatically extended for another five (5) years and

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the same rule shall apply thereafter unless either partner gives written notice of termination to the other party no later than six (6) months before the expiry date. MoU may be terminated with mutual consent of the parties.

Done in on in two originals in English language, both texts being equally authentic.

**For Nava Nalanda Mahavihara,
India**

*Nigri
05.01.2025*

Registrar

Nava Nalanda Mahavihara, India

Date: *05-01-2025*

For Dharma College, U.S.A

Wangyu Kelly

President

Dharma College, U.S.A

Date: *January 5, 2025*