

MEMORANDUM OF UNDERSTANDING

BETWEEN



GOA UNIVERSITY, GOA, INDIA

AND



THE DALAI LAMA

**THE FOUNDATION FOR UNIVERSAL RESPONSIBILITY
OF H.H. THE DALAI LAMA**



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THE FOUNDATION FOR UNIVERSAL RESPONSIBILITY
OF H.H. THE DALAI LAMA

MEMORANDUM OF UNDERSTANDING [hereinafter called as the MoU] is made and entered into on this 13th day of December, 2023 between the Goa University, Goa, India, herein represented by its Registrar, Prof. V. S. Nadkarni, having its official address at the Administrative Block, University Campus, Taleigao Plateau, Goa

REGISTRAR
Goa University





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403206 (hereinafter referred to as **GU** and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the ONE PART and **The Foundation for Universal Responsibility of H.H. The Dalai Lama**, through its Managing Trustee, Shri. Rajiv Mehrotra, major in age, Indian National, having its official address at Core A4, UGF, India Habitat Centre, Lodhi Road, New Delhi 110003 (hereinafter referred to as **FUR** and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as PARTY and collectively referred to as the PARTIES).

SCOPE OF THE COOPERATION

This MoU establish a formal understanding of cooperation and friendship which is intended to support **GU** in establishing programmes of advanced study in the Nalanda Tradition which shall be through the establishment of The Dalai Lama Chair for Nalanda Studies at **GU** under the Visiting Research Professor Programme of **GU**.

Under this MoU, the two institutions will proceed to implement the following endeavors and exchanges of materials and personnel as set out herein.

At **GU**, Prof. Savita Kerkar, Director, Directorate of Visiting Research Professor Programme, will oversee the implementation of the MoU. At **FUR**, Shri Rajiv Mehrotra the Managing Trustee or his Nominee will oversee the implementation of the MoU.

THE PARTIES HERETO AGREE TO THE TERMS AND CONDITIONS SET OUT HEREIN, WHICH ARE AS FOLLOWS: -

1. AREAS OF THE COOPERATION

- 1.1. The Dalai Lama Chair in Nalanda Studies will focus on the study of wisdom (sutra) and method (practice), aspects of an ancient tradition under the umbrella of a modern Indian university.
- 1.2. The cooperation between **GU** and **FUR** shall focus on the following fields of study initially:
 1. Didactic studies of the Nalanda texts.
 2. Meditation and Training the Mind.
 3. Logic and Debate.




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4. Buddhist Metaphysics.
5. Conflict Resolution and Peace Studies.
6. Gender.

2. TERM AND TERMINATION

The Memorandum of Understanding (MoU) shall remain in force for a period of three (3) years from the date it is signed by the authorized officials of the two Institutions. It may further be extended or amended with the written consent of both parties. This MoU may be terminated by either party subject to the delivery of six (6) months prior written notice to the other Party.

3. NOTICES

Unless otherwise agreed between the Parties in writing, all notices and other communications required or permitted to be given under this MoU shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by registered mail or addressed to intended recipient's registered address as mentioned above. Any change in the particulars shall be promptly notified to the other Party in writing well in advance.

4. AMENDMENT

No amendment, modification, alteration or enlargement of this MoU or its Schedules, if any, shall be valid or binding unless it is in writing and signed by the duly authorized representatives of the Parties.

5. FINANCIAL OBLIGATION

- 5.1. FUR shall meet the actual expenses including honorarium, travel costs, boarding and lodging, etc. incurred by GU for the Chair.
- 5.2. It is agreed between both the parties that FUR shall fund The Dalai Lama Chair for Nalanda Studies at GU up to an amount of Rupees Ten Lakhs (Rs. 10,00,000.00) per annum. There shall be no financial obligation on GU in any manner what so ever.
- 5.3. A statement of expenses incurred by GU for the Chair shall be prepared as of 31st of March of each financial year which shall be sent to FUR on or before 30th of June of the year stated herein.


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6. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed by the Parties acting under this MoU as Independent entities. Neither Party is authorized to use the other Party's name in any way to make any representations or create any obligation or liability expressed or implied on behalf of the other Party without the prior written consent of the Party. This MoU is not intended to and does not give any person who is not a Party to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Parties. This MoU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Parties to this MoU.

7. FORCE MAJEURE

The Parties agree and confirm that, for the purpose of this MoU, Force Majeure means an event which is beyond the reasonable control of either Party, and which makes the Parties performance regarding its obligations hereunder impossible or so impracticable as reasonably, to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, and other adverseweather conditions, strikes, lockouts, state or any public enemy or actsmandated by applicable laws, regulation or order, whether valid or invalid, orany governmental body or any other similar action which are not within thepower and control of either Parties, invoking force majeure to preventconfiscation or any other action. Neither Party shall be liable for damages forany delay or failure to perform its obligations herein, if such delay or failures due to such Force Majeure events.

8. SETTLEMENT OF DISPUTE

Normally, it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the Parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of GU and by Shri. Rajiv Mehrotra of FUR. The decision of the Dispute Resolution Committee shall be final and binding on the parties.

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9. SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version of the MoU and having equal legal validity, one of which has been retained by GU and the other by FUR.

IN WITNESS WHEREOF, THE PARTIES have executed this MoU on this 13th day of the December month and the year 2023 and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of **GOA UNIVERSITY**

For and on behalf of **THE
FOUNDATION FOR UNIVERSAL
RESPONSIBILITY OF H.H. THE
DALAI LAMA**

Name: Prof. V. S. Nadkarni

Name: Shri. Rajiv Mehrotra

REGISTRAR
Title: Registrar Goa University
Taleigao Plateau-Goa.

Title: Managing Trustee

Seal:



Seal:

Witness: Sanita Kerkar

Witness:

1. Prof. Savita Kerkar
Sr. Professor Biotechnology
Goa University.
Director VRPP, GU.

1. MAMTA SHAH
House No-6, Pratap Market
Munirka,
New Delhi- 110067

2. Thil
Ms. Teja S. Shiradkar
Assistant Registrar
Registrar's office
Goa University.

2. Sree Kumari
I-1005, Officer City 2
Chheziabad, Rajnagar Extn.