

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**SERA JEY MONASTIC UNIVERSITY  
BYLAKUPPE, MYSORE**

**AND**



**TUMKUR UNIVERSITY  
TUMKUR**

[Date: 26.11.2012]

## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

**Whereas**, Sera Jey Monastic University was founded by Kunkhen Lodro Rinchen Senge, a great Buddhist scholar and a close disciple of Lama Tsongkhapa in 15th century in Lhasa, Tibet. It was re-established in Bylakuppe, Mysore under the guidance of His Holiness the Dalai Lama and with the help and support of the Central Government of India and the State Government of Karnataka in 1970. Sera Jey Monastic University offers advanced Buddhist philosophy course as followed in the ancient Nalanda University of 5<sup>th</sup> century BC. The course curriculum covers the five Indian classical Buddhist texts: Prajna Paramita (Perfection of Wisdom) by Maitreya, Madyamika (Middle Way Philosophy) by Acharya Chandra Kirti, Pramana Verticka (Valid Cognition) by Acharya Dharma Kirti, Vinaya (Monastic Code of law) by Acharya Gunaprabha and Abidharma (Treasure of Knowledge) by Acharya Bhasu Bandhu. After the completion of these course, a Geshe Degree (PhD) in Buddhist Philosophy is granted.

Besides its primary scholastic engagement, traditional monastic culture and practices also form part of its main curriculum. Sera Jey has branch monasteries in Sikkim, Arunachal Pradesh and Ladhak and Buddhist Centers in Taiwan, Singapore and USA.

There are 2455 student monks pursuing advanced Buddhist Philosophy curriculum, 626 novice monks studying at Secondary School, with a total number of 3576 inclusive students, faculty members, staffs and senior monks. The total strength of students, members of Sera Jey and its affiliated monasteries and Centers are 15000.



**Whereas**, Tumkur University was established in 2004 by an Act of the Government of Karnataka with Tumkur District as its jurisdiction. The University offers PG courses and there are about eighty eight affiliated colleges. The University offers graduate programmes in the faculty of Arts, Science, Commerce, Education and Law. Presently, the University offers fifteen PG courses such as MA (Kannada), MA (English), MA (History), MA (Economics), MA (Political Science), MA (Sociology), Master of Social Work (MSW), M.Sc. (Mathematics), M.Sc. (Chemistry), M.Sc. (Physics), M.Sc. (Biochemistry), M.Sc. (Biotechnology), M.Sc. (Environmental Science), M.Sc (Electronic Media), MS (Communication), M.Sc. (Library & Information Science), M.Com., M.Ed. and MBA in the University departments and affiliated colleges.

### **SCOPE OF AGREEMENT**

This MoU is signed between Sera Jey Monastic University as First Party and Tumkur University as Second Party for the purpose of academic work. In addition, effort will be made to develop joint training and research programmes that will be pursued in collaborative spirit.

#### **1. OBJECTIVES OF ACADEMIC CO-OPERATION PROGRAMME**

The overriding objectives of the Programme are:

- 1.1 Sera Jey Monastic University and Tumkur University shall collaborate in mutually agreeable academic events, in teaching, training & research, wherever feasible. Such collaboration will be based on mutually agreeable conditions specifically agreed for each of the items of collaboration.
- 1.2 There shall be Seminars/Conferences organized by the Universities either individually or jointly for which the faculty will participate on reciprocal basis.



1.3 Research Scholars and Teaching Faculty of both Sera Jey Monastic University and Tumkur University will explore possibility of taking up collaborative research work.

1.4 For collaborative research projects, publications and Intellectual Property Rights will be shared in proportion to the input by each party.

1.5 Any Financial implication emerging out of such collaborations (other than the fees of the students etc) shall be worked out and decisions will be taken on mutual agreement.

1.6 There shall be a new agreement every time a project is proposed between both the parties in the future.

## 2. AREAS OF COOPERATION

2.0 This Memorandum expresses a mutual desire by Sera Jey Monastic University and Tumkur University to co-operate in building intellectual and research capacity and scholarship on a non-exclusive basis. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized. However, it is understood that each party has the right to discontinue discussions and negotiations without any responsibility or cost and expenses or damages of whatever nature of the other party in the event that the parties are unable to agree on the terms and conditions of one or more definitive agreements.

## 3. TERMS OF AGREEMENT

This Memorandum is effective immediately upon its signature by the parties. Progress in achieving the objectives referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent in writing.



Both parties reserve the right to terminate this Memorandum by either party giving six months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

#### 4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

4.2 Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or programme, without the prior written consent of the other party. The confidential obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and the information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### 5. NON-BINDING NATURE OF MEMORANDUM

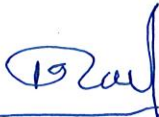
5.1 Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration. Article 5 shall survive the expiration or termination of this Memorandum and shall be legally enforceable in accordance with its terms in any court of competent jurisdiction.



## 6. TERMINABLE

- 6.1 The validity of the MoU is initially for a period of ten years from the date of signing this MoU. The validity can be extended on mutual agreement thereafter.
- 6.2 The MoU can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students of either institution.

**IN WITNESS WHEREOF**, this MoU was executed by the parties hereto on this 26<sup>th</sup> day of November 2012.



**President / Abbot**  
**Sera Jey Monastic University**  
**Bylakuppe,**  
**Mysore District (KS)**



**Registrar**  
**Tumkur University**  
**Tumkur**  
**Registrar**  
**Tumkur University**  
**Tumkur**

