



## **Protocol of Understanding for the Affiliation of**

**Write here and replace with the DZ COMMUNITY NAME OF THE GAR  
(or INDEPENDENT LING)**

**with the**

**International Dzogchen Community**

**The present Protocol is composed of 4 sections:**

### **Section 1 - Recital**

In the fall of 2012, in the attempt to improve the organizational structure of the Dzogchen Community, Chögyal Namkhai Norbu has founded a non-profit association called International Dzogchen Community (hereafter “**IDC**”) based in Arcidosso (GR) Italy. IDC is the organizational umbrella under which the network of the different bodies of the Dzogchen Community worldwide is formally established within a functional organizational structure.

The Gars and Lings of the Dzogchen Community, already legally established before the foundation of the new Association, have been requested by Chögyal Namkhai Norbu to become formally affiliated with the International Dzogchen Community by amending their existing statutes in compliance with the legislation of the country where they are based, accordingly to the requirements indicated in the International Dzogchen Community Statute.

The present protocol formalizes the affiliation of the **write here and replace with the OFFICIAL NAME AND ALL THE DATA OF THE GAR (“DZ COMMUNITY NAME OF THE GAR”)** with the **ASS.NE INTERNATIONAL DZOGCHEN COMMUNITY, LOCALITÀ MERIGAR 1 58031 ARCIDOSO, GR, ITALY - C.F. 92077880539 (“IDC”)**.

**Write here and replace with the DZ COMMUNITY NAME OF THE GAR** (hereafter referred to as "Association") recognizes that affiliation with the IDC will further its mission and purposes. Therefore, it is hereby applying for being affiliated with the International Dzogchen Community (hereafter referred to as IDC).

The following attached documents are integral part of this Protocol:

- The *International Dzogchen Community Statute*;
- The *Gar/Ling Statute*;
- *Code of Use for International Dzogchen Community Trademarks, Logos and Brands*;
- The *International Dzogchen Community Membership Regulations*.

## Section 2 – Agreement

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Association hereby adopts the Statute of the International Dzogchen Community, in the form attached to this Agreement, together with the new Association's Statute drafted in compliance with IDC Statute, which is also attached to this agreement. By adopting the Statute, the Association shall conduct its operations, in accordance with the Statute of IDC and its own Statute.
2. Any potential activities of the Association that are described in the Statute, that are regulated by law shall be conducted only to the extent permitted by applicable law.
3. The Association will maintain its administrative autonomy and it will continue to be organized and operate for the nonprofit purposes stated in its Statute.
4. The governing, administrative and executive bodies of the Association are solely responsible for any liability incurred; they are solely answerable for their own funds and for their own governing, administrative and executive bodies.
5. The Association accepts the principle of the non-transferability onto the IDC of any obligation assumed by the Association Gakyil. IDC accepts the principle of non-transferability onto the Association of any obligation assumed by the IDC Gakyil.

The undersigned declare to have read and understood the documents listed in the recital and attached to this Protocol and they accept the terms and requirements stated in them.

6. The Association accepts the terms of the Affiliation Protocol provided by the IDC. The failure to observe the terms of the Protocol automatically implies the loss of the affiliation and of the right of the use of the IDC trademarks.

The undersigned, by accepting the terms of this Protocol, commit themselves to implement this agreement in compliance with the rules stipulated in it and in the other documents listed above. .

This Agreement may be terminated by either of the parties at any time, without cause, with 120 days' written notice to the other party.

The termination of the agreement implies for **the Association** the loss of the right to use the name "International Dzogchen Community of **write here and replace with the DZ COMMUNITY NAME OF THE GAR**" and the loss of the right to use any of the IDC trademarks.

Accepted and agreed to on behalf of **write here and replace with the DZ COMMUNITY NAME OF THE GAR** on **MONTH, DAY, YEAR** .....

Signature:\_\_\_\_\_

Name/Surname:\_\_\_\_\_

President:\_\_\_\_\_

Accepted and agreed to on behalf of **IDC** on **MONTH, DAY, YEAR,**  
.....

Signature:\_\_\_\_\_

Name/Surname:\_\_\_\_\_

Predident:\_\_\_\_\_

#### Section 4 - Request for authorization of trademarks, logos and brands use

- The names “Dzogchen Community” and “International Dzogchen Community” and the International Dzogchen Community logos are protected by law. The Gakyil of the International Dzogchen Community has been given the authority by Chögyal Namkhai Norbu, who has the copyright of both names and logos, to grant use of the International Dzogchen Community trademarks to the local bodies of the Association and to any third parties, in accordance with the provisions of article 43 of the *International Statute*, and in particular the attached *Code of Use for International Dzogchen Community Trademarks, Logos and Brands*.
- This *Code* states that your Gar/Ling is only authorized to use the name “International Dzogchen Community” together with the official name given to your Gar/Ling by the President of the IDC, exclusively to promote initiatives and programs relevant to the mission of the International Dzogchen Community.
- The use of the names “Dzogchen Community”, “International Dzogchen Community” and the font of the International Dzogchen Community logos in written form must be written accordingly to the instructions contained in the manual about the use of the International Dzogchen Community brand provided and updated by the International Gakyil; furthermore the logo and lettering must be positioned in the same way as they are presented in the same manual.
- Should the Gar/Ling wish to use the “International Dzogchen Community” names and logos without adding its official name or using geographic descriptions differing from that in the, it must request authorization from the International Gakyil.
- Use of the name for personal or commercial reasons is strictly prohibited. The right to use the “International Dzogchen Community” names and logos is temporary.
- Authorization for this use granted through the present agreement to Gar/Ling by the International Gakyil may be revoked by the International Gakyil, or its delegated authority, at any time and for any reason.

The undersigned, President of the Gakyil of **Write here the DZ COMMUNITY NAME OF THE GAR** accepts the rules stipulated in the present Agreement and on behalf of the **Write here the DZ COMMUNITY NAME OF THE GAR** accepts the terms and conditions of the attached *Code of Use for the International Dzogchen Community Names and Logos*.

Accepted and agreed to on behalf of **Write here the DZ COMMUNITY NAME OF THE GAR** on **MONTH, DAY, YEAR,, .....**

Signature:\_\_\_\_\_

Name/Surname:\_\_\_\_\_

President: \_\_\_\_\_

Accepted and agreed to on behalf of **IDC** on **MONTH, DAY, YEAR,, .....**

Signature:\_\_\_\_\_

Name/Surname:\_\_\_\_\_

Title:\_\_\_\_\_

**A signed original copy originals of this Protocol is to be returned to the International Gakyil**

#### Section 4 - Gakyil Members Agreement

The undersigned members of the Dzogchen Community, having been elected by the General Assembly of **Write here the DZ COMMUNITY NAME OF THE GAR** (hereafter referred to as "Association") as members of the Gakyil, accept the responsibility to serve on the Gakyil of the Association and to manage the affairs of the Association with due diligence, in accordance with the IDC Statute, the Statute of the Association, the Code of Use for the Dzogchen Community Trademarks, Logos and Brands, the International Dzogchen Community Membership Regulations and all guidelines provided by the International Dzogchen Community.

They declare hereby to have read and understood the Protocol of Understanding for the Affiliation of **Write here the DZ COMMUNITY NAME OF THE GAR** with the **IDC** and all the above-mentioned documents.

1) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

2) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

3) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

4) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

5) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

6) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

7) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

8) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_



9) Name \_\_\_\_\_

International Dzogchen Community membership number: \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

**Note:**

The section 4 of this Protocol of Understanding (The Gar/Ling Gakyil Member Agreement) must be signed by every newly appointed Gakyil member at the time when he/she accepts to serve on the Gakyil.

Every time a new Gakyil is elected all its members must sign this Agreement. It is the responsibility of the incumbent members of the Gar/Ling Gakyil to request the new members to sign a copy of the Agreement at the time of their nomination. A copy of this Agreement should be then sent to the IDC Gakyil.