

MEMORANDUM OF UNDERSTANDING

BETWEEN

International Dzogchen Community

AND

International Atiyoga Foundation

1. Parties

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the non-profit association International Dzogchen Community (hereinafter as “IDC”), whose address is Località Merigar 1, 58031 Arcidosso, Grosseto, Italy represented by Miranda Shannon, and the International Atiyoga Foundation (hereinafter as “ATIF”), whose address is Avenida de Adeje 300, 38 – 38678 – Adeje, Tenerife, Islas Canarias, Spain represented by Marco Baseggio.

Both organizations share similar principles, and were both founded by Chögyal Namkhai Norbu.

IDC was recognized by ATIF as Friend n.1 in February 2019.

2. Purpose

The purpose of this MOU is to establish the terms and conditions for cooperation between IDC and ATIF.

The motivation for this collaboration is based on the understanding of the unique value of the legacy of Chögyal Namkhai Norbu and the necessity to preserve it. It should be understood as a partnership based on mutual respect, trust, and transparent collaboration.

3. Term of MOU

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives for a period of 5 years with automatic renewal in the case that no party withdraws or requests changes within 30 days before its expiry. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be sent to the official email addresses below:

- IDC: blue@dzogchen.net red@dzogche.net yellow@dzogchen.net
- ATIF: m.baseggio@atiyogafoundation.org e.escudero@atiyogafoundation.org
- ATIF cont.: o.leick@atiyogafoundation.org alex.siedlecki@gmail.com

4. Scope of Cooperation

The IDC and ATIF agree to cooperate on the following points:

- a. To share information at common regular meetings between IDC and ATIF with the intention that this information can further help the development of both organizations and create a platform for such collaboration as well as sharing any and all information of planned actions that can influence the respective organizations or have a direct impact on their activities.
- b. This cooperation includes the possibility that ATIF offers public seminars or courses with the International Teachers employed by IDC according to the applicable IDC General Guidelines on Yantra Yoga (YY), Vajra Dance (VD), and Khaita Courses. These activities shall be only for activities that are defined by IDC as open to the public.
- c. To collaborate on the long-term continuing training for existing instructors - except Santi Maha Sangha (SMS) instructors - related to the activities that are open to the public.
- d. As IDC is ATIF's No. 1 Friend, to further and promote collaboration in the area of IDC Membership/ATIF Friendship, IDC intends to offer ATIF Friends the opportunity to become Members of IDC, and ATIF intends to offer IDC Members the opportunity to become Friends of ATIF.
- e. ATIF can apply for financing on its projects to IDC and IDC can apply for financing on its projects to ATIF. This collaboration is voluntary and therefore there is no obligation for any of the aforesaid organizations to accept the application.
- f. IDC and ATIF agree to collaborate on courses and workshops and other activities that are in their mission and scope.
- g. IDC agrees that ATIF can use the local worldwide centers of IDC (Gars/Lings) for its courses and workshops with prior consent and agreed financial contribution to specific centers.
- h. IDC and ATIF agree to collaborate on archiving the recording of courses and workshops from 2018 in the following way: a) recordings of open events (streamed in webcast or streamed and recorded in any other kind of audio/video platform - e.g. Zoom, Google Meet - by the IDC or by one its worldwide centers) will be archived both on Replay open webcasts on the IDC webcast page on www.dzogchen.net and by ATIF; b) recordings of restricted events (streamed in webcast or streamed and recorded in any other kind of audio/video platform - e.g. Zoom, Google Meet - by the IDC or by one its worldwide centers) will be archived only on Replay restricted webcasts on the IDC webcast page on www.dzogchen.net.
- i. Any agreement between ATIF and a Third Party that could significantly influence or have direct impact on the IDC should be presented to and discussed with the IDC in advance before signing.

The same applies in regard to IDC in relation to ATIF to any agreement between IDC and a Third Party.

- j. IDC and ATIF agree on the reciprocal possibility of disseminating their respective activities / initiatives to the recipients of the mailing lists of each organization, as long as they fall within the institutional purposes they share and in compliance with their respective privacy policies. In particular, it is important that the activities / initiatives thus widespread are organized in co-partnership between IDC and ATIF and that they are mainly intended for the public and are not restricted to IDC members only.
- k. IDC and ATIF agree to not use each other's official logo without prior consent

5. General Provisions

A. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Disputes

In case of disputes, IDC and ATIF agree to mediation. IG proposes an internal committee of mediators (one chosen by IDC, one chosen by ATIF board, and one chosen by both mediators).

C. Entirety of Agreement

This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

D. Severability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third-Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall be used solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

In Arcidosso on 9th October 2022

International Dzogchen Community

Miranda Shannon

President



International Atiyoga Foundation

Marco Baseggio

President

