

Whereas

Indian Himalayan Council of Nalanda Buddhist Tradition, the First Party, with the objective of recognising the Monastic education in the Buddhist Monasteries with Bhoti language and Boudh Darshan subjects in collaboration with the Second party, has designed education programmes with modern education and conducts the same in collaboration with Buddhist Monastic institutions. The First Party, intending to enhance education levels of Buddhist Monasteries with Bhoti Language and Boudh Darshan and modern education subjects, has designed for offering at Open Basic Education (OBE), Secondary and Senior Secondary Levels through the Open Schooling system and offer the same in collaboration with the NIOS, Ministry of Education, and the Second party.

The Second Party, The National Institute of Open Schooling, is vested with the authority to register, examine, and certify, learners up to pre-degree level courses. The mission of the NIOS is to provide relevant continuing education at the school stage, up to pre-degree level through Open Learning System to prioritised client groups as an alternative to the formal system, in pursuance of the normative national policy documents and response to the need assessments of the people and through it to make its share of contribution to the universalisation of education, greater equity and justice in society, and the evolution of a learning society.

Collaboration between the Parties will pave the way for integration of the Monastic education of Buddhist Monasteries and Recognition of Monastic education of Buddhist Monasteries at Elementary, Secondary and Senior Secondary levels as per the New Education Policy 2020 from the Academic Year 2024-25 for the benefit of Monastic community of Monks across the Indian Himalayan region and other places in the country thereby qualifying themselves for pursuing higher education programmes and getting better chances for their career up-gradation.

Therefore, this Understanding is entered into between the Parties for a term of five years from the date of signing this MoU.

THE PARTIES AGREE AS FOLLOWS

OBJECTIVE

The objective of this MoU is to launch and conduct courses in Bhoti language, and Boudh Darshan along with modern education at Open Basic Education (OBE), Secondary and Senior Secondary designed by the First Party and Second party as mentioned in Appendix-A through the Open Schooling System operated by the Second Party.

OBLIGATIONS OF THE FIRST PARTY:

1. The First Party will collaborate to provide the Second Party with necessary support and resource persons/experts for curriculum development, lesson writing, and curriculum

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OF NALANDA BUDDHIST TRADITION
NEW DELHI

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Colonel Shakeel Ahmad

सचिव/Secretary

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2. The Second Party shall conduct the courses in Bhoti and Boudh Darshan through the Monasteries across the Indian Himalayan region and in Educational Institutions (as per list at Appendix B) in Consultation with the First Party by granting them accredited institution (AI). The Indian Himalayan Council of Nalanda Buddhist Tradition (IHCNBT) shall ensure that the list is updated periodically.
3. The First Party will oversee the accreditation of around 136 monasteries located in Ladakh, Himachal Pradesh, Sikkim, North Bengal (including Kalimpong and Darjeeling), as well as those in Mundgod and Byllakuppe in Karnataka, and Arunachal Pradesh, to be recognized as educational centers by NIOS. The initial phase is expected to enroll approximately 5,000 learners across these NIOS courses, beginning with a subset of monasteries and progressively scaling up in phases. (Please refer to Annexure-I for the List of Monasteries across India.)
4. To ensure the learners are continuously assessed to prepare them for successful completion of the NIOS Examination of the relevant Course at OBE, Secondary and Senior Secondary levels.

OBLIGATIONS OF THE SECOND PARTY:

5. To develop an appropriate curriculum for Monastic Education courses in Bhoti language, and Boudh Darshan along with modern education as per NEP 2020, in collaboration with the First Party and to continuously improve the curriculum to ensure the imparting of appropriate knowledge in Buddhist monasteries and schools.
6. Monasteries will also offer Indian Culture and Heritage (ICH) course of NIOS at available level to their monks.
7. The Second Party will remunerate these experts/Resource persons and cover the expenses for typesetting work through First Party.
8. The Second Party shall appoint a nominee from IHCNBT as a member of the relevant committee responsible for overseeing the courses (Bhoti language and Boudh Darshan). The nominee shall be invited to attend and participate in all meetings of this committee whenever they are convened.
9. The Second party shall accord the final approval to the Curriculum and self-learning materials developed by the First Party and Second party before their introduction.
10. The copyright of all materials developed in collaboration with the First Party shall rest solely with the Second Party.
11. The Second Party may take necessary steps to create visibility for the courses to provide the prospective learners with necessary information about the courses.


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12. The Second Party shall collect a programme fee from learners as per the NIOS norms.
13. The Second Party shall periodically provide the First Party with necessary data/information about the conduct of the programme.
14. The Second Party shall appoint and notify one Programme Coordinator and one Assistant Programme Coordinator for the programme, and a Single Point of Escalation for all aspects of the MoU, who will interact/communicate with the First Party on a regular basis on matters relevant to the conduct of the Course Curriculum, provision of required information/data to the First Party, and for all aspects of the MoU.
15. The Second Party shall conduct the courses with opening of Study Centres in the eligible Monasteries/Institutes in granting them Accreditation subject to their fulfilling the prescribed norms. (Indicated at Annexure-1)
16. The Second party shall be responsible for designing, printing and distribution of all the learning materials to the learners registered in the relevant courses throughout the country.
17. Evaluate and certify the performance of learners as per the NIOS norms.

TERM OF MOU:

18. The understanding shall be valid for five years, from the Academic Year 2024-25.
19. Validity of understanding shall be extended for further period/batches on mutual consent between both the parties.

AMENDMENTS:

20. No amendment or change hereof, or addition hereto, shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective, fully authorized representatives of each of the parties hereto.

INTELLECTUAL PROPERTIES:

21. The NIOS shall be the owner of the copyright and all intellectual properties concerning learning material(s) developed for the courses.

TERMINATION:

22. The MoU would stand cancelled if the programme, for which the MoU has been signed, has not been launched/implemented in the Academic Year (2024-2025)
23. The MoU might be revoked by either Party if the term/s of this MoU is/are violated by either Party.

24. NIOS reserves the right to cancel the MoU at any time

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FORCE MAJEURE:

25. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
26. Both Parties shall not be liable for the penalty, liquidated damages, or default if and to the extent that its delay in performance or other failure to perform their obligations under the Agreement results from an event of Force Majeure.
27. For purposes of this clause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving any Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of any Party.

DISPUTE RESOLUTION:

28. The Parties to the MoU shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute, arising between them under or in connection with this Understanding.
29. Any dispute or difference whatsoever arising between the parties to this MoU out of or relating to the construction, meaning, scope, operation or effect of this MoU or the validity of the breach thereof, which cannot be resolved through the method mentioned above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein.

If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of the existence of such dispute, then the Arbitration shall be governed by the Chairman of the NIOS.

30. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable, and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules, or re-enactments thereof.
31. The Arbitration proceedings will be held at New Delhi.


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EFFECTIVE DATE OF MoU:

32. This Understanding shall be with effect from the date of signing this MoU.

In WITNESS WHEREOF the Parties hereto have executed this MoU as of thehereinabove
Written.

Signed by the authorised signatory of
the First Party

Sign

Name: **Mr. Maling Gombu**
Designation: General Secretary
Address: C-17, Ground Floor, Almora Bhawan
South Ext., Part I, New Delhi- 110049
Indian Himalayan Council of Nalanda Buddhist
Tradition (IHCNBT)

Seal

Witness 1

Sign

Name: Geshe Lama Chosphele Zotpa

Designation: Vice President, IHCNBT,
C-17, Ground Floor,
Almora Bhawan, South Ext., Part I,
New Delhi- 110049

Witness 2

Sign

Name: Nyima Tsering

Designation: Programme Coordinator, IHCNBT,
C-17, Ground Floor, Almora Bhawan
South Ext., Part I, New Delhi- 110049

Signed by the authorised signatory of
the Second Party

Sign

Name: **Colonel Shakeel Ahmad**
Designation: Secretary
Address: National Institute of Open
Schooling, A 24-25 Sector 62, NOIDA

Seal

Witness 1

Sign

Name: Karnail Singh.

Designation: Director (Eval.)

Witness 2

Sign

Name: S-VIJAYA KUMAR

Designation: DIRECTOR (SSS)

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Annexure-I

COURSES FOR WHICH MoU IS SIGNED (REF. CLAUSE 1)

Level/ Subject	OBE Level A	OBE Level B	OBE Level C	Secondary	Senior Secondary
	Bhoti/Hindi/English/Bhuttia	Bhoti/Hindi/English/Bhuttia	Bhoti/ Sanskrit/Hindi/English/Bhuttia	Bhoti/ Sanskrit/Hindi/English/Bhuttia	Bhoti/English/Bhuttia
	Mathematics	BoudhDarshan	BoudhDarshan	BoudhDarshan	BoudhDarshan
	Basic Computer Skills	Mathematics	Mathematics	Mathematics	Physics
	Painting	Painting	Science	Science and Technology	Psychology
			Buddhist Art & Sculpture	Social Science	Environmental Science
				Buddhist Art & Sculpture	Buddhist Art & Sculpture
				Indian Culture and Heritage (ICH)	Indian Culture and Heritage (ICH)


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