

# AGREEMENT BETWEEN THE UNIVERSITY OF PISA AND ISTITUTO LAMA TZONG KHAPA

### BETWEEN

The University of Pisa, referred to herein as "the University", located in Lungarno Pacinotti 43, Pisa, represented by the Rector Prof. Massimo Mario Augello

# AND

Istituto Lama Tzong Khapa, hereinafter referred to as "the Institute", based in Pomaia, Santa Luce, Via Poggiberna 15, represented by Director Dr. Filippo Scianna,

hereinafter together referred to as the Parties.

# **GIVEN THAT**

The Institute, founded in 1977, is today one of the most important centers in the West in its role as an international school of philosophy and Buddhist practice, renowned for its higher education programs in both residential and online formats – the two-year Basic Program and the six-year Masters Program. Both programs are offered in both English and Italian languages and are attended by students of many different nationalities. Since its founding, the Institute has worked, and continues to work, toward helping people to deepen their understanding of their inner nature and mental processes, through the intensive study of philosophy and Buddhist psychology. The Institute includes among its statutory objectives:

• offering courses in philosophy, psychology and meditation, taught by qualified teachers and scholars who like their predecessors have, for more than 2,500 years,



transmitted, according to an unbroken lineage, the oral teachings of Shakyamuni Buddha (who lived in the fourth century BCE );

- organizing highly qualified seminars and courses of various lengths on related topics and self-development techniques with an emphasis on the study and analysis of the mind and its interaction with the world together with its training and development for the purpose of reducing human suffering and dissatisfaction;
- publishing texts, books and periodicals;
- contributing to the preservation and development of the artistic heritage of Buddhist countries;
- preserving and defending, through material and moral support, the religious values and the civil rights of Buddhist countries that have undergone invasions or Buddhist faith minorities who are discriminated against in their own countries to the detriment of the freedom of spiritual identity;
- promoting collaboration with other humanitarian organizations, both cultural and religious, and initiatives in favor of peace, religious freedom, human rights and the environment;
- organizing conferences, seminars, cultural and artistic events, meetings, debates, courses, etc.
- promoting and supporting the actions and interventions needed to achieve and maintain the facilities and services necessary to perform the same activities of the Institute;
- promoting the creation of building structures and services needed to accomplish the above activities, especially with regard to interreligious dialogue and cooperation on issues of common concern within the scientific and academic domains, with the objective to contribute together to the advancement of knowledge and the wellbeing of society,

#### whereas

The University of Pisa, in full accordance with its institutional purposes enshrined in Art. 3 of the Statute, in the full respect of freedom of research and teaching enshrined by Article I, and in particular, in compliance with Art. 2, paragraph 3 whereby "affirms its pluralistic, independent and free from any sectarian conditioning, ideological, partisan or economic. ".. is interested to conduct and participate in studies, to collaborate on advanced training





programs, to conduct and participate in research in the fields and on the topics listed below (list is suggestive, not exhaustive in nature):

- Western philosophical thought and oriental philosophies
- philosophy of mind
- epistemology
- Indo-Tibetan languages and cultures
- sensory perception
- consciousness and its states
- theories and models of mind
- neurophysiology and neurobiology
- psychobiology and physiological psychology
- clinical psychology and psychiatry
- the physics of complexity
- modern physics and interpretative models of reality
- bioengineering (especially with regard to artificial intelligence, modeling of mental processes, and the observation of neural correlates of mental activity)
- observation, characterization, and study of the effects of states of consciousness and concentration self-induced by meditation, in individuals with adequate training according to different traditions (not only Buddhist).

#### taking into consideration that

At the University of Pisa there is currently an active first-level Master degree program in "Neuroscience, Mindfulness and Contemplative Practices" that has among its objectives to "define the neurobiological and psychophysiological correlates of meditative practices and their mental and bodily effects," and which has the potential in the future to use the expertise available at the Institute. In addition, in the past, activities of common interest were conducted with the collaboration of the University of Pisa through an agreement between the former Faculty of Engineering and Associazione Sangha Onlus, that were aimed at the realization of building structures to be used for religious activities open to interreligious dialogue. These same activities are also of primary interest to the Institute.

# ON THE BASIS OF ALL THE ABOVEMENTIONED PREMISES



## IT IS HEREBY AGREED AS FOLLOWS:

# Article I - PREMISES

The premises are integral parts and as they fully transcribed above are considered to be an integral and essential part of this Convention.

# Article 2 - OBJECTIVES AND AIMS

The Convention is intended to establish the regulatory framework within which to develop cooperation between environments, cultures, different methodologies and experiences that have as a common objective the study of mental processes in the different aspects of interaction with external reality, perception, introspection, awareness (mindfulness), training and control, development of human potential, all of the above for the enrichment of knowledge that in order to achieve a better state of personal and social well-being.

To this end, the Parties hold as very the contextual use of complementary techniques for the study of Mind developed, on the one hand, by the philosophical/psychological tradition of Buddhism (in the form of first-person analysis of mental processes, introspection, concentration, meditation, etc.) during 2,500 years of its history and, on the other, by Western philosophy and science (in the form of third-person analysis, psychology, psychiatry, neurophysiology, neural correlates of mental and perceptual processes, functional magnetic resonance imaging and mapping of areas of brain function, and so on). All of the above also taking into account other similar endeavors taking place in other universities and research centers (Stanford University, Emory University, Columbia University, etc. etc.) already active on that front in other countries.

# Article 3 - OBJECT OF THE CONVENTION

- 3.1 To achieve the objectives set out in Art. 2, it is the intention of the Parties to carry out the activities described below.
- I. ACTIVITY OF HIGHER EDUCATION AND TRAINING





The University and the Institute, through the experts of both Parties relevant to each case, shall agree on the manner and timing for the participation of students, teachers and researchers interested in joint research and training in the areas listed in the introduction, or in others of similar nature, that will eventually be indicated in the future.

# II. RECOGNITION OF CREDITS

The University shall recognize, in the forms and with the methods already provided for by its Regulations, training activities engaged in by its students at the Institute, upon resolution of the appropriate Academic Department Committees relevant to each specific case.

Students of the Institute, upon resolution of the Committees of the relevant academic department, program, or Master degree and in accordance with arrangements to be agreed from time to time and in full compliance with the relevant regulations, will have access to the training activities of the University at the various levels for which they are prepared (Bachelor, Master, Doctoral Programs, Master etc.).

#### III. THESIS ACTIVITY

The University, through its Faculty members appropriate to each case, shall agree to the accreditation of degree theses in the areas listed in the introduction and in other areas of common interest that will eventually be identified in the future. Degree awards for students who have produced the most original work that conforms with the objectives proposed by this Convention could possibly be envisaged in the future.





# IV. SEMINARS, CONFERENCES, WORKSHOPS, SPONSORSHIPS

The Parties, with the eventual support of third parties interested in sponsoring initiatives, shall organize contributing activities and technical support, seminars, conferences, technical meetings with leading scientists and experts in the cultural, historical, philosophical, artistic and architectural fields on issues of common interest.

# V. MASTER DEGREES

The Parties may participate by making available expertise, experts, services, and facilities necessary for the establishment of Master Degrees of level I and II on the basis of specific agreements to be entered into from time to time.

- 3.2 The activities referred to in paragraph 3.1 shall be carried out as a result of agreements between the Parties and not in exchange for remuneration by either Party.
- 3.3 Any activity of consulting, planning, experimentation and testing of interest to the Institute that give rise to compensation of any kind to the participants shall be subject to specific written agreement, which must be previously agreed upon by both Parties and duly signed and shall pertain to relations between the Institute and the University or departments concerned.

# Article 4 - SCIENTIFIC COMMITTEE

# 4.1 CONSTITUTION

The Parties agree to establish an ad hoc Scientific Committee, hereinafter referred to as "the Committee", made up of six members (three appointed by the Institute and three appointed by the University).

The Parties shall provide for the appointment of members, which names shall be communicated in writing to the other Party, within 10 days from the date of signing of this Convention. The Scientific Committee, during the first meeting following the approval of the Convention, shall identify a President of the Scientific Committee who will have a representative and coordinating function and will be responsible to convene, at the request of at least three members of the Scientific Committee of which at least one per Party, the meetings of the Committee.

The members of the Scientific Committee and the President shall remain in office for three years and may be renewed upon expiration for a similar period with the same procedure used for the first appointment.





The activities of the Secretariat of the Scientific Committee shall be entrusted to the Institute, which will also ensure, where possible, the necessary logistical support to the various initiatives undertaken by the Committee.

The resolutions of the Coordination Committee shall be valid only if taken by a unanimous vote of its members.

#### 4.2 TASKS

The Committee shall have the following tasks:

- to promote and plan the training activities and the related routes;
- to stimulate and propose, in collaboration with the research facilities of the University, new research activities of common interest;
- to identify, for the activities examined, additional sources of funding in addition to the institutional ones of the Parties;
- to promote coordination and integration between the various activities in place of the Parties;
- to identify, on an annual basis, the educational and formative themes and content to be developed,
- to prepare the annual program of initiatives

The Committee shall also, in accordance with the proposals from the Parties, promote the establishing of specific conventions and/or agreements for the performance of consulting activities for remuneration that will be activated, by agreement between the Institute and the University or appropriate departments involved, in accordance with the normal authorization and implementation procedures of the Parties.

#### 4.3 EXCLUSIONS

It is expected from the outset that all external contacts with institutions/ organizations/companies, aimed at pursuing the object of this document, shall be held exclusively by the Chairman of the Committee or by a delegate expressly designated and appointed by the Committee.

# Article 5 - <u>RULES FOR STAFF</u>



### 5.1 LEGISLATION

The personnel of either Party, who goes to the Centers or Laboratories of the other, for the execution of works related to research and training, is required to comply with rules and disciplinary, safety, and health regulations in force at the host Party.

## 5.2 EMPLOYMENT RELATIONSHIP

The staff activities above do not constitute, in any way, an assumed future working relationship and/or consulting role with any of the Host Parties.

### 5.3 CONFIDENTIALITY

The Parties undertake to include in the protocols agreed an article of "confidentiality agreement", pertaining to any information considered by the Parties "Confidential Proprietary Information".

In any case, the Parties shall undertake as of now to maintain as confidential any emerging knowledge regarding the technical data, documents and confidential reports of the Parties and shall ask for the prior written consent of the other Party to disseminate the activities covered by this Convention.

# 5.4 PROTECTION OF INTELLECTUAL PROPERTY

The Parties undertake to jointly carry out a policy of protection of intellectual property of the results of the activities covered by this Convention, pledging to establish from time to time specific agreements for the licensing of findings and their commercial use.

# Article 6 - DURATION OF THE CONVENTION

This Convention shall enter into force on the date of signing and shall have a duration of three years.

The Convention shall be automatically renewed from time to time for an equal period and shall be governed by the same conditions unless, at least six months before the expiration of the agreement in force, either Party has communicated to the other, in writing by registered letter, the intention to not renew the relationship.

Article 7 - WITHDRAWAL





The present Convention shall be resolved by unilateral withdrawal that may be executed by either party, with or without cause, by written notice sent to the other party even before its natural expiry with a notice of at least six months.

Withdrawal from this Convention shall not involve the rise of any obligation, responsibility or liability of any kind borne by the party that exercises it, except for the obligations of confidentiality, which shall remain in force for a further three years.

#### Article 8 - <u>RESPONSIBILITY</u>

#### 8.1 WAIVER OF RESPONSIBILITY

Each Party shall exonerate the other from any liability for damage caused to its staff, by their goods or by staff or third-party assets entrusted to it in the execution of activities commissioned by the other Party.

#### 8.2 DAMAGES

Each Party shall still be liable to pay compensation for all damages of any kind, direct and indirect, including those caused to third parties by its own and/or their employees in the execution of this Convention.

#### Article 9 - INSURANCE

Each Party shall provide for the insurance coverage of its staff who will be called to attend the centers and laboratories of the other Party.



## Article 10 - COMMUNICATIONS

Any communication that the Parties exchange shall be sent in writing to the following addresses:

For the Institute: Istituto Lama Tsong Khapa, 56040 - Pomaia Santa Luce, Pisa, Italy For the University: University of Pisa, Lungarno Pacinotti 43, 56126 PISA, Italy

### Article I I - <u>TAXES</u>

This Convention is subject to registration in case of use. The eventual registration fees shall be borne by the Party that requests it.

#### Article12 - FINAL CLAUSE

Everything not expressly regulated by this document shall be covered by local regulations and the provisions of the Civil Code.

for Istituto Lama Tzong Khapa The Director Dott. Filippo Scianna for the University of Pisa The Rector Prof. Massimo Mario Augello



