

Ligmincha Affiliated Center Charter Agreement

On Defining the Relationship Between Ligmincha International and Affiliated Centers of the Ligmincha Mandala

The Ligmincha Mandala is the global community devoted to presenting, establishing and advancing the wisdom, compassion, and skillful means of Yungdrung Bön teachings and knowledge of Buddha Tonpa Shenrap, and lineage holder Nyamé Sherap Gyaltsen, the first Abbot of Menri Monastery in Tibet, and especially as their teachings and lineage are presented and embodied by Tenzin Wangyal Rinpoche. The Ligmincha Mandala also is engaged in the study of the ancient arts and sciences and the language and literature of Tibet and Zhang Zhung

The year 2014 saw the culmination of several years of effort by and on behalf of Tenzin Wangyal Rinpoche to ensure that Bön would have a permanent home in the West. Beginning in 1988, Tenzin Wangyal Rinpoche traveled to Italy and other countries in order to make the teachings of Bön Buddhism available to westerners. Through his ceaseless activity to benefit beings, more than 40 groups speaking at least 13 different languages have formed to study and practice the Bön teachings under his direction as of September 2014. However, these groups have been formed largely in isolation and each is largely dependent on Tenzin Wangyal Rinpoche both for spiritual and operational guidance. It is now Rinpoche's wish that the independent centers unite under a single umbrella organization, with consistent and coordinated activities, policies and procedures. As Ligmincha grows and the teachings proliferate, this will allow Rinpoche and future Spiritual Directors a greater ability to focus on the spiritual activities of the organization and its practitioners. The draft by laws, presented below, and the Charter, which is provided under separate cover, are intended to ensure that all of the centers and practice groups have the same vision and commitment to Bon as it is presented by the Spiritual Director of Ligmincha: Tenzin Wangyal Rinpoche.

This Draft Guidance Document is intended to describe in detail the more formal aspects of relationships between Ligmincha International and its centers, practice groups and other affiliated entities globally. This guidance is intended for all affiliated groups, regardless of the legal status in their country of origin or organizational structure, however formal or informal which intend to use the name "Ligmincha" or the name "Chamma Ling," (and, potentially other names not herein specified) and/or that wish to publicly identify themselves by a relationship to the Spiritual Director (Except for the 3 Doors, a program developed by the Tenzin Wangyal Rinpoche which is an independent and secular organization that is separate form Ligmincha International).



Article 9 of Ligmincha International's By-Laws states that:

The Ligmincha Mandala is the association of all of the International organizations, projects, and activities sponsored by the Spiritual Director under the name of "Ligmincha", "Chamma Ling", "Serenity Ridge" or "Lishu". Other names may also be adopted in the future to designate activities of the Spiritual Director and the Corporation. The Board of Directors [of Ligmincha International] shall adopt standards for designation of local and other organizations as members of the Ligmincha Mandala and divisions and associated organizations of the Corporation, which standards may require the acceptance of standard Bylaws for Associates or other contractual agreement recognizing the governance authority of the Spiritual Director and, to the extent deemed appropriate, the Board of Directors and officers of the Corporation. The Spiritual Director shall have the authority to approve, suspend, and revoke designation of any member of the Ligmincha Mandala and to impose such terms and conditions on designation, as he deems necessary or appropriate to accomplish the purposes of the Corporation.

In order to be a member of the Ligmincha Mandala, each affiliated center will enter into a charter agreement with Ligmincha International and will adopt principles and instruments of governance that provide for the recognition and empowerment of Ligmincha Practice Centers and Groups dedicated to the advancement of the purposes of Ligmincha.

Upon entering into an agreement with Ligmincha International to become a chartered organization, the Chartered Entity gains certain rights and obligations. Membership in the Ligmincha Mandala and the right to use the names "Ligmincha" or "Chamma Ling" are dependent upon an organization agreeing:

1. To recognize the authority in all spiritual matters of the organization of the Spiritual Director of Ligmincha International and to diligently work to carry out the work of Ligmincha International as articulated in Ligmincha International's by-laws;
2. To recognize the Spiritual Director's authority to approve, suspend, and revoke the designation of any member of the Ligmincha Mandala and to impose such terms and conditions on designation as he deems necessary or appropriate to accomplish the purposes of Ligmincha International.
3. To adopt the Ligmincha Mandala international by-laws below describing the rights and obligations of the chartered group or entity. In any case where this relationship cannot be defined in the Chartered entity's by-laws, other contractual arrangements shall be made reflecting the same intentions as the by-laws provided below.
4. If forming a legal entity, to organize within its own country as a church or other not-for-profit entity, in consultation with Ligmincha International and as provided for by local law.

The by-laws (2 above) to be adopted consist of the following:

Ligmincha Mandala INTERNATIONAL BYLAWS

1. **Adoption.** The Center hereby adopts these International Bylaws ("Bylaws") for the governance and administration of its operations. These Bylaws are supplemental to the Charter and to the governing instruments of Ligmincha and shall be deemed subordinate to the Charter and said governing instruments. In the event of conflict in interpretation, the Charter and governing instruments of Ligmincha shall prevail.

2. **Purposes.** The purposes for which the Center is established are as follows:

(a) To operate as a center or group within the Ligmincha Mandala and a part of Ligmincha International's association of centers and organizations in the world and in the Center's local jurisdiction, and in that role to present, propagate, and support the teachings of Ligmincha and of Yungdrung Bön;

(b) To establish, maintain and operate a center or group of Ligmincha International for religious practice, meditation and worship, education, and cultural and community activities in accordance with the precepts and teachings of the Ligmincha and Bön Buddhist traditions, as taught and practiced within the Ligmincha Mandala, and, specifically within Ligmincha International, a Virginia nonprofit corporation, with which the Center is associated;

(c) To promote and encourage cooperation and communication between the Center and the other centers and organizations within the Ligmincha Mandala;

(d) To conduct the activities of the Center exclusively for charitable purposes. For US entities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as the same may be amended from time to time; for non-US entities under the specific rules and regulations which are relevant to organizations with non-profit and charitable purposes, and,

(e) To fulfill the purposes of the Mandala and Ligmincha International as set forth in the Articles of Incorporation of Ligmincha International, as amended, which are incorporated herein by reference as if fully set forth.

3. Governance by Ligmincha International.

(a) The Center is subject to the governance of the Spiritual Director as the Lineage Holder of Ligmincha International and the governing bodies and officers of the Ligmincha Mandala and Ligmincha International in all matters of practice and instruction, organization, administration, and finances, including policies and procedures adopted in the future.

(b) The Center may adopt procedures for appointment, compensation, and replacement of its directors and officers or their equivalents; provided that all such appointments shall be confirmed by the Spiritual Director or his designee, and all directors and officers shall be subject to the removal from office for cause by the Spiritual Director or his designee in accordance with procedures in effect within the Ligmincha Mandala.

The Center shall have the authority to adopt operational Bylaws and policies in furtherance of and consistent with these Bylaws, provided that in the event of any conflict, the provisions of these Bylaws shall govern.

4. Protecting the Logo, Marks and Intellectual Property of Ligmincha.

The Center acknowledges that Ligmincha International has created, adopted, owns and uses world-wide certain names, logos and service marks, including Ligmincha, Ligmincha International, Chamma Ling, Serenity Ridge, and Lishu (the "Marks").

The Center also acknowledges that Ligmincha International will hereafter continue to create and own, logos, symbols, names, artwork, writings, audio and audio-visual properties, and other forms of intellectual property, whether in print, electronic, on-line, or any other format (the "Intellectual Property").

So long as it is in good standing as a lineage institution of the Ligmincha Mandala and no longer, the Center shall have the nonexclusive license to use these Marks and Intellectual Property solely in connection with its role as a center, group, or division within the Ligmincha Mandala and an affiliate of Ligmincha International and subject at all times the authority of the Spiritual Director and the governing bodies and officers of Ligmincha International. The Center may not sublicense any of its rights hereunder without the prior written approval of an authorized officer of Ligmincha International.

(a) The Center acknowledges that the Marks and Intellectual Property, and the goodwill symbolized thereby, are the sole and exclusive property of Ligmincha International. The Center agrees that it will do nothing inconsistent with

such ownership and that all use of the Marks and Intellectual Property by the Center shall inure to the benefit of and be on behalf of the Ligmincha Mandala, that the Center is estopped from establishing any claim of adverse possession to the Marks and Intellectual Property, and agrees to assist Ligmincha International in recording this agreement with appropriate government authorities where necessary.

(b) The Center acknowledges that nothing in these Bylaws shall give the Center any right, title or interest in or to the Marks and Intellectual Property and that it shall not attack Ligmincha International's title to the Marks and Intellectual Property or attack the validity of the Marks and Intellectual Property as service marks, trademarks, or copyright property.

(c) The Center acknowledges and agrees that it has no power or right to, and shall not at any time (i) attach, pledge or otherwise encumber the title or any rights in or to the Marks and Intellectual Property anywhere in the world, (ii) claim any right, title or interest in or to the Marks or Intellectual Property, or (iii) register or apply to register the Marks in the United States Patent and Trademark Office or in any State of the United States, nor seek registration of the Marks anywhere in the world in the Center's name or in any other name not otherwise expressly authorized by Ligmincha International in a signed writing.

(d) The Center acknowledges and agrees that no practice materials, transcripts, teachings, recordings, or any other previously copyrighted material will be published or in any way be made available to the public without first receiving the express permission and approval of Ligmincha International or the Spiritual Director. The center further acknowledges that any such approved published materials, whether in print or in other media will be solely owned by Ligmincha International for use by the Ligmincha Mandala.

5. Limitations on Powers Related to the United States Internal Revenue Code. (For United States based Entities)

(a) If the Center is a local subordinate organization of Ligmincha International, the Center shall have the power to conduct activities necessary or incidental to its purposes stated above or conducive to the furtherance thereof, subject always to the direction and control of Ligmincha International, acting through its governing bodies.

(b) The Center shall not carry on any activities not permitted to be carried on by an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1954 and Regulations established thereunder, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations thereunder or the corresponding provisions of any future United States Internal Revenue law.

(c) The Center is not organized for pecuniary profit or financial gain, and no part of its assets, income or profit shall be distributed to or inure to the benefit of any member or officer of the Center or any other private individual, except that the Center shall be authorized to pay reasonable compensation for services rendered in furtherance of the purposes set forth herein.

(c) No part of the activities of the Center shall be devoted to carrying on propaganda or otherwise attempting to influence legislation. The Center shall not participate or intervene in any political campaign on behalf of any candidate for public office.

6. **Limitations on Activities (Non-US domiciled entities):** Each entity that has legal status shall work within the laws of its own country of origin to identify the structure best suited to its purposes as defined by the Charter and these by-laws. Regardless of structure:

(a) The Center is not organized for pecuniary profit or financial gain, and no part of its assets, income or profit shall be distributed to or inure to the benefit of any member or officer of the Center or any other private individual, except that the Center shall be authorized to pay reasonable compensation for services rendered in furtherance of the purposes set forth herein.

(b) No part of the activities of the Center shall be devoted to carrying on propaganda or otherwise attempting to influence legislation. The Center shall not participate or intervene in any political campaign on behalf of any candidate for public office.

7. **Assets.** The assets of the Center are dedicated to the purposes of the Ligmincha Mandala and Ligmincha International in the Center's country. In the event of the liquidation, dissolution or winding up of the Center shall be transferred, conveyed and distributed to another Ligmincha Mandala member in the same country, or if there is not another Ligmincha Mandala member in the country, then the assets will be distributed to a center decided upon by Ligmincha International, or to Ligmincha International or any successor to Ligmincha International. In the event Ligmincha International or its successor shall not then exist, then in a manner designed to carry out the purposes of Ligmincha International, provided that no assets shall be distributed to any organization whose purposes are not exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 and Regulations adopted thereunder as at any time amended.

8. **Dispute Resolution.** The Center agrees that in the event of any dispute between the Center, its directors, officers, or representatives (for purposes of this paragraph, the "Center") and Ligmincha International, any other participating

entity of the Ligmincha Mandala, or any director, officer, or representative of Ligmincha International, acting in his or her official capacity (for purposes of this paragraph, collectively referred to as the "Ligmincha Mandala"), such dispute shall be resolved exclusively by means of the internal dispute resolution procedures established by the Spiritual Director and the governing bodies of the Ligmincha Mandala. As used herein, the term "dispute" shall be construed as broadly as possible and includes, without limitation, any claim or controversy arising out of or related to the Charter, these Bylaws, or, more generally, the relationship between the Center and the Ligmincha Mandala, whether legal or equitable and regardless of the nature of any cause of action or legal theory under which such dispute could be asserted. The Center agrees that it shall fully participate in, comply with, and be absolutely bound by any final decision entered in accordance with such internal dispute resolution procedures, which may include mediation and mandatory binding arbitration before an arbiter or arbiters appointed by the Spiritual Director or his designee; that the final decision entered in such internal dispute resolution procedures shall not be subject to review or appeal by any civil court or tribunal in any jurisdiction whatsoever; and that such final decision shall be fully enforceable to the fullest extent of the law as an arbitration or similar award by the civil courts having jurisdiction over the Center.

9. Amendment. These International Bylaws may be amended at any time by action of the governing body of Ligmincha International.

Charter Agreement:

LIGMINCHA HUNGARY
_____(name of center)_____ wishes to become a lineage institution of the Ligmincha Mandala, and a recognized seat of the Spiritual Director of Ligmincha and the lineage of Tenzin Wangyal Rinpoche. If granted, LIGMINCHA HUNGARY _____ will be affiliated with Ligmincha International, a Virginia nonprofit corporation, and will be authorized to present the teachings and practices entrusted to the Ligmincha Mandala by that lineage.

LIGMINCHA HUNGARY
_____(name of center)_____ agrees to the stipulations of membership in the Ligmincha Mandala as stated in the above documents, and to abide by the Ligmincha Mandala International By-laws as presented herein.

Signed: Eric Z. Ladd Position: President

Date: 14th Mar 2016

Approved By:

Spiritual Director, Ligmincha International

20