Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made between Nepal Center of North Carolina Inc. (NCNC) and Pashupatinath Mandir & Nepali Community Center of North Carolina Inc. (PMNCNC), also known as **Pashupati Buddha Mandir of North Carolina (PBMNC)**. It outlines the mutual understanding and strategic relationship between the two organizations to support their shared vision of establishing a community center for the Nepali community in RTP.

Purpose

This MOU defines the principal terms of collaboration between the parties to serve the Nepali community in RTP. Both parties commit to these terms in good faith and with diligence.

Background

In August 2024, PBMNC and NCNC expressed a desire to strengthen their partnership to better serve the community. NCNC's Board of Directors endorsed this initiative and agreed to partner with PBMNC under the following terms and conditions.

Terms and Conditions

1. **Collaboration**: PBMNC and NCNC will jointly work on the community center project. Both organizations will use the community center for office space and events as a shared facility.
2. **Funding**: Both organizations will collaborate in identifying funding opportunities and maintain transparency in fundraising efforts. They will share information such as reports and budgets and adhere to donor regulations and reporting requirements.
3. **Financial Contribution**: NCNC will provide funds collected for the community center, requiring donors' and NCNC Board of Trustees' approval for fund transfers. NCNC will also provide seed money, approved by its Board of Trustees.
4. **Asset Transfer**: In the event of PBMNC's dissolution, its assets and funds will be transferred to partner organizations, including NCNC.
5. **Event Coordination**: PBMNC will avoid organizing events that compete or overlap with NCNC's events.
6. **Communication**: Both organizations commit to open, respectful, and collaborative communication, sharing responsibility for initiating communication and engaging with other institutions at all levels.

7. **Conflict Resolution**: Disputes will be resolved amicably through dialogue and negotiation. If unresolved, a neutral arbitrator acceptable to both parties will be appointed. Should any misunderstanding arise regarding this MOU, the Bylaws of each organization shall take precedence over the terms of the MOU.
8. **Review and Modification**: The MOU will be reviewed every two years to ensure relevance and mutual benefit. Changes must be in writing and approved by the heads of each organization.

Effectiveness

This MOU takes effect from the date of signature and will remain in force until modified or terminated by mutual consent. Modifications must be made in writing and approved by the respective heads of both organizations.

Acknowledgment

Both parties acknowledge that they have read, understand, and agree to the terms of this MOU.

Nepal Center of North Carolina Inc. (NCNC)

Signature: _____
Date: _____
President, NCNC

Pashupatinath Mandir & Nepali Community Center of North Carolina Inc. (PMNCNC)

Signature: _____
Date: _____
Director, PMNCNC