



T S A D R A F O U N D A T I O N

Sponsored Programs Office
1415 Old Main Hill, Room 64
Logan, UT 84322-1415 USA

March 22, 2024

Dear Utah State University:

Tsadra Foundation is pleased to offer Dr. Dominic Sur, Associate Professor of Religious Studies, an academic year grant ending no later than July 31, 2025, in the amount of **\$75,000** for **translating *A Framework for Vehicles***—known in Tibetan as the **thekpa chiching (theg pa spyi brings)**, which is **417 pages in Tibetan (32 pages of root text by Katok Dampa Deshek and 384 pages of commentary by Katok Yeshe Gyeltsen)**. Pursuant to Dr. Sur's proposal received on March 1, 2024, Dr. Sur plans to work on this project throughout the 2024-2025 academic year and this grant will be processed through Utah State University.

In recognition of Dr. Sur's many years of training and dedication to the community of those interested in deepening their understanding and experience of Tibetan Buddhism, we feel that Dr. Sur is uniquely qualified to participate in the accomplishment of the Foundation's mission, which is to contribute to the ongoing development of wisdom and compassion in western minds by advancing the combined study and practice of Tibetan Buddhism.

This support is directly related to the translation of texts and it is the Foundation's responsibility to ensure that these translations are completed at a high level of competence and within a reasonable time frame. There will be no extension of this contract beyond July 31, 2025.

United States tax law imposes a series of restrictions upon the activities and grants of private foundations, such as Tsadra Foundation. These restrictions are enforced by severe tax penalties. One provision of the legislation requires grants like the present one to be made subject to a written agreement between the donor of the grant and the grantee, establishing certain limitations on the use of the grant funds.

As a condition of receiving this grant and for purposes of compliance with the statutory standards, the grantee must make the following commitments with respect to the grant covered by this agreement.

245 West 4th Street New York NY 10014 USA



A. Purpose and Use of Grant Funds

This grant shall be used exclusively for Dr. Dominic Sur to **translate *A Framework for Vehicles*—known in Tibetan as the thekpa chiching (theg pa spyi brings), which is 417 pages in Tibetan (32 pages of root text by Katok Dampa Deshek and 384 pages of commentary by Katok Yeshe Gyeltsen), pursuant to Dr. Sur’s proposal received on March 1, 2024.**

Under the terms and conditions established by Tsadra Foundation, no part of this grant may be used to cover indirect costs.

Utah State University will be responsible for maintaining a clear accounting of the dispersal of the grant funds. Any part of the grant funds not used by **July 31, 2025** must be promptly returned to Tsadra Foundation, unless otherwise agreed by Tsadra Foundation.

B. Payment Schedule and Reporting Obligations

The grant will be disbursed in two equal payments of \$37,500 sent to Utah State University for salary replacement. No part of this grant may be used by the university to cover administrative or other costs apart from this salary replacement. ***Subsequent payments are contingent upon Dr. Sur’s activities continuing to reflect the grant purposes and the submission of his reports (see disbursement schedule and report guidelines below).***

Disbursement Schedule

Dates	Amounts
July 20, 2024	\$37,500
January 20, 2025	\$37,500

Dr. Sur is to furnish Tsadra Foundation with a **detailed report** on the following days: **August 31, 2024, December 31, 2024, April 30, 2025, and July 31, 2025** describing the progress made and any difficulties encountered in accomplishing the purpose of the grant during this period together with a projection of activity for the subsequent period. ***Further payments are contingent upon Dr. Sur’s activities continuing to reflect the above purposes and the submission of reports.***

All reports must be sent as pdf files by email to: admin@tsadra.org.

C. Termination

The agreement may be terminated (a) for cause and based upon the default of the other party in the performance of its obligations (such as failure to accomplish the grant purpose for an extended period or to submit reports in due time) or (b) by mutual agreement of Tsadra Foundation and Utah State University or (c) at the discretion of Tsadra Foundation upon thirty days’ notice to Utah State University.



D. Access and Monitoring by Tsadra Foundation

Upon request of Tsadra Foundation, Dr. Sur must use his best efforts to provide Tsadra Foundation representatives with all necessary access to relevant documents and information for purposes of monitoring and evaluating the progress of the grant. Tsadra Foundation representatives shall be permitted to discuss the progress of the grant with all individuals who are involved with or affected by the grant at Utah State University.

E. Ownership of Materials and Intellectual Property Rights

Dr. Sur expressly agrees and acknowledges that (i) all materials, documents, memoranda, notes, reports, photographs, inventions, discoveries, improvements, know-how, ideas, designs, techniques, processes, specifications, and things of any description or nature developed by him in the accomplishment of the purposes of the Grant (“Materials”); and (ii) all design, patent, copyrights, trade secrets, trademarks and other proprietary rights in the Materials (“Intellectual Property Rights”) will be the sole and exclusive property of Tsadra Foundation and in no event should Dr. Sur or Utah State University grant, sell, transfer or assign or in any way give to any third party the right to use the Materials or Intellectual Property Rights for any reason without the express written consent of Tsadra Foundation.

Notwithstanding anything to the contrary in paragraph above, Dr. Sur should have the right, upon the prior written consent of Tsadra Foundation to use the Materials for purposes, including the publication of academic articles, which do not conflict or in any way interfere with the interests of Tsadra Foundation.

F. Use of Name and Likeness

Utah State University and Dr. Sur agree that Tsadra Foundation may use photos, videos, and other materials related to this grant award for publicity and educational purposes.

G. Equipment

All equipment provided by Tsadra Foundation to Dr. Sur during the period of this grant will remain the property of Tsadra Foundation, unless otherwise agreed by Tsadra Foundation. Dr. Sur must promptly return such property at the earlier of (a) the request of Tsadra Foundation and (b) termination of this grant.

H. Certain United States Legal Requirements Regarding Use of Grant Funds

1. No part of this grant may be used to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the United States Internal Revenue Code).
2. No part of this grant may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the United States Internal Revenue Code).
3. No part of this grant may be used to make a grant to an individual for travel, study, or similar purposes unless the requirements of section 4945(g) of the United States Internal Revenue Code are met.



4. No part of this grant may be used for any activity not undertaken exclusively for charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals.

I. Liability

It is understood that Tsadra Foundation assumes no responsibility for unlawful activities, personal injury, accident, illnesses, loss of personal property, failure to enter upon or complete the project, or other contingencies, which may befall the grantee during the period of this grant. Accordingly, the signature below shall constitute a release by Dr. Sur and Utah State University of Tsadra Foundation from any of the aforementioned contingencies.

If there are any questions about the effects of these agreements or if during the course of the use of the grant the grantee would like information on the application of any of the agreements to a particular problem or situation, we shall be pleased to consult with the grantee.

Please indicate that you understand, accept, and agree to the above stated purpose and terms of this grant by signing the enclosed copy of this contract in the space provided. Please also verify and complete the appropriate bank information on the following page.

The full signed contract and banking information should then be returned as a scanned pdf file to admin@tsadra.org. Please sign this final page, but also read the entire document and initial the bottom right corner of each page.

Sincerely, 

Name: Marcus Perman
Title: Executive Director

Accepted and agreed to on this **20th day of May**, 2024.

Signature: **Curtis Timmerman**
Digitally signed by Curtis Timmerman
Date: 2024.05.20 14:51:12 -06'00'

Name: **Utah State University**
Title: Grantee

I hereby acknowledge that I understand the provisions of this Agreement between Tsadra Foundation and Utah State University including in particular the provisions relating to the responsibilities, activities, confidentiality, intellectual property, and academic publication. I also agree to use all reasonable endeavors to enable Tsadra Foundation and Utah State University to comply with their obligations under this Agreement.

Signature: 
Name: Dominic Sur



Banking Information

Please check with your bank for the precise information necessary to receive a wire transfer from the USA.

Beneficiary Bank Name : Wells Fargo

Swift/Chips/BIC : WFBIUS6S

Bank Address : 420 Montgomery Street, San Francisco, CA 94104

Bank Phone Number : 720-376-2464

Beneficiary (Account Holder) Name : Utah State University

Beneficiary Account Number/IBAN : 034 08024 12

Beneficiary Address : 1415 Old Main Hill Logan, UT 84322-1415

Beneficiary Phone number : 435-797-1682 Shanell Johnson - Manager of Treasury Services