

Memorandum of Understanding on Academic Cooperation between

National Institute of Fashion Technology (NIFT)
New Delhi, India

And

Partner Institute / University

This Agreement is executed on _____ at New Delhi between National Institute of Fashion Technology (NIFT), New Delhi, India through _____, Director General, NIFT, New Delhi, hereinafter referred to as NIFT and shall include all its servants, agents and assigns of the FIRST PART

And

_____ through _____, hereinafter referred to as _____ and shall include all its servants, agents and assigns of the SECOND PART

I. ABOUT THE AGREEMENT

- 1.1 This Educational Cooperation Agreement defines the principles, policy guidelines & procedures which Partner Institute / University and NIFT, India wish to develop in mutual interest. This co-operation includes exchange of students, faculty members and staff of the two partner institutes, promotion of lectures, workshops and exhibitions, exchange of information and academic publications.
- 1.2 This agreement will be reviewed each year and changes specifying the methods of co-operation and modalities between the Partner Institute / University and NIFT will be incorporated with mutual consent.

II. PURPOSE

In recognition of the proven value, both personal and educational, of the international exchange for students, staff and faculty, we herewith establish, at the institutional level, the principles, policy guidelines and procedures required to facilitate such exchange between our institutions.

III. OBJECTIVE

The objective of this agreement is to encourage international cooperation and exchange between the two institutions in the following areas:

- a) Exchange of students
- b) Exchange of faculty members and staff
- c) Promotion of lectures, workshops and exhibitions
- d) Exchange of information and academic publications

IV. SCOPE

The Agreement between Partner Institute / University and NIFT covers the exchange between Partner Institute / University and National Institute of Fashion Technology (NIFT)

V. EXCHANGE OF STUDENTS

A. Reciprocal Exchange

1. Student exchanges are based on the principle of reciprocity; ideally within the same academic year and for the same period of time.
2. The number of students exchanged under this Agreement is tentatively limited to no more than six per year. The exact number will be agreed upon each year by Partner Institute / University and NIFT
3. The exchange student will be nominated by the home institution; the application is subject to acceptance by the host institution. Each exchange student will satisfy the admission procedures and requirements of the host department as well as the prerequisites for specific courses and programmes.
4. Language proficiency of exchange students will be gauged and verified by appropriate personnel at the home institution.
5. Exchange students will be admitted in a non-degree status by the host institution for a period of one or two semesters and for a maximum of one academic year.
6. Exchange students may take courses for credit and the host institution will issue a transcript and grades for exchange students under the same rules and regulations as for its degree students.
7. As long as the principle of reciprocity is maintained, Partner Institute / University and NIFT agree to waive tuition and related fees for exchange.
8. Students are responsible for all travel costs, accommodation, meals, health insurance, semester contribution (at their home institution), medical costs, passport and visa costs, course materials (books, and consumables) and other expenses. The host institution will not provide financial assistance to exchange students.
9. Exchange students must carry medical health insurance that meets the requirements of the host institution and/or the host government. Neither institution will incur liability for illness, injury, financial loss or death of an exchange student at the partner institution. Both institutions will ensure that exchange students sign liability waivers absolving both institutions of liability.
10. If one member of an exchange withdraws before the end of the designated period of that exchange, the status of the other member of the exchange will not be affected. The principle of reciprocity however, must be maintained over time.
11. The host institution will provide services to assist exchange students in locating accommodation and adjusting to the academic, social and cultural life of the host institution and community. It will also provide instruction, academic evaluation and supervision for exchange students as is maintained for home students.
12. Exchange students are expected to adhere to the rules and regulations of the host institution and respect the cultural mores, national traditions and customs of the host country.

13. The Partner Institute / University and NIFT reserve their rights to decline the students on academic ground or if any other condition within this agreement is not met.

B. Student groups

Special arrangements for groups of students from one institution to another for the purpose of a short-term visit (workshops, exhibitions) may be negotiated in a separate agreement,

VI. EXCHANGE OF PROFESSORS

A. Teaching exchange

1. All teaching exchanges are based on the principle of reciprocity within the same academic year, each institution may nominate one of its professors to participate in an exchange for the purpose of teaching or research.
2. The participants are subject to approval by the host institution.
3. The period of exchange will normally be one or two semesters; at maximum one academic year.
4. Professors on teaching exchanges will remain on full salary and benefits with their respective institutions Travel and living expenses for professors on teaching exchanges are not compensated by the host institution.
5. Teaching course loads and working hours and conditions will normally be in accordance with established rules and practices of the host institution, subject to prior negotiation and agreement.
6. Remuneration for special projects is subject to special negotiation
7. The host institution will provide an institutional appointment and office space, and will give access to libraries and other needed facilities for professors on teaching exchange
8. Professors on teaching exchange must carry medical health insurance that meets the requirements of the host institution and/or host government.

B: Visiting Scholars

1. Visiting scholars from both institutions may, at the request or with the approval of the host institution, visit the partner institution for the purpose of research, consulting and short-term teaching; subject to prior negotiation.
2. Travel and living expenses for visiting scholars are not normally paid by the host institution, unless specific arrangements are made and agreed upon in advance.
3. The host institution will provide an institutional appointment and library access; efforts will be made, subject to prior negotiation, to provide office space and access to needed facilities.
4. Visiting scholars must carry medical health insurance that meets the requirements of the host institution and/or host government.

VII. DURATION, CONDITIONS AND MODIFICATIONS OF THE AGREEMENT

1. This agreement becomes effective upon the signature of the designated officials of both institutions Its actual implementation will begin as soon as both institutions have identified qualified individuals in each institution ready to participate in the exchange. However, such identification must take place within 30 days of execution of coming into effect of the agreement.
2. This Agreement is valid for five years from the date of signature. However, three years will be recognized as the accounting period, that is, beginning with the actual implementation the number of students/staff exchanged within three years should be in balance, although it may not be in any one year. Every effort however, will be made to maintain on yearly basis.
3. The absence of exchanges during one academic year is possible and does not nullify the Agreement.
4. In accordance with the Equal Opportunity Policies of the institutions named above, there will be no discrimination against any person, for any reason, who is qualified as a participant in the programme supported by this document
5. Either institution may terminate this Agreement with a notice of six months. Exchanges in progress at the time remain unaffected and will be completed in the agreed period.
6. Modifications may be proposed and implemented at any time, effective from the date of written notification mutually agreed and signed by both institutions.
7. At the end of the penultimate year of the five-year cycle both institutions will conduct an evaluation of the programme. Any amendments to be made should be achieved by mutual consent in writing and the Agreement changed accordingly for a further five-year cycle.
8. No amendment or revision of the Agreement shall come into effect unless it has been mutually agreed and such agreement is recorded in writing.
9. Both the parties undertake all action in the interest of the students and both parties shall refrain from any action that shall be detrimental to the interest of the students and/or may disrupt their complete course of study.

VIII. DISPUTE RESOLUTION

The disputes arising out of and in connection with the present Agreement shall be sought to be amicably resolved between the Director General, NIFT and _____ Partner Institute / University.

IX GOVERNING LAW

- (a) In connection with this Agreement, any action arising out of occurrences in the Partner Institute / University shall be brought and maintained in the appropriate court in the states of Partner University and shall be construed in accordance with the laws of the State of Partner Institute / University.
- (b) In connection with this Agreement, any action arising out of

occurrences in NIFT shall be brought and maintained in the appropriate court in the states Delhi and shall be construed in accordance with the laws of the State of Delhi.

X. MISCELLANEOUS

- 10.1 Licenses and regulations:** In the performance of this Agreement both parties agree that they shall comply and shall cause their personnel to comply with all local laws and regulations, which affect the undertakings to be executed by the parties under this Agreement. Both parties shall have all relevant permits and licenses in place necessary for the proper execution of the Agreement.
- 10.2 Intellectual property rights:** Both Parties undertake that they shall not infringe upon any copyright or other intellectual property rights of the other Party which shall remain in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present Agreement from the respective Party. **Each Party** is the sole owner of such intellectual property rights and the other Party shall have no rights thereto if not expressly mentioned in this Agreement. Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this agreement is intended to, or shall be construed to grant to either Party any license or right regarding the other Party's intellectual property rights.
- 10.3 Waiver:** No waiver by either Party of any breach of any condition, covenant or term of this Agreement shall be effective unless it is in writing and no failure or delay by either Party in insisting upon strict performance of any of the terms or conditions of this Agreement or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 10.4 Assignment and subcontracting:** Neither Party hereto shall assign any of its rights or obligations or sub-contract the same under this Agreement to any third party without the prior written consent of the other party.
- 10.5 Entire Agreement.** This Agreement constitutes the complete expression of both Parties' agreement and understanding with respect to the subject matter herein and supersedes all other prior agreements, undertakings, obligations, promises, arrangements, communications, negotiations and understandings whether oral or written, by the Parties with respect to the subject matter hereof.
- 10.6 Modification** This Agreement and its Annexures may be amended or modified only by a written agreement by both Parties. Any such amendment and modifications will be listed in an Annexure hereto.
- 10.7 Notices** Any notices required to be sent under this Agreement by one Party to the other shall be in writing and forwarded to the other Party to the following addresses:

If to Partner Institute / University:

[Designation]

[Address]

[Country]

If to NIFT

Director General

- 10.8 If statements must be made in writing, they are deemed to having been made in writing when using electronic data communication or any other machine-readable form as long as the originator of the message is identifiable.
- 10.9 Independent Contractors** Both parties shall not for any purpose, be deemed or represent itself to be an agent or representative of the other Party. The relationship between the Parties shall only be that of independent contractors.
- 10.10 Severability** In the event that anyone or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and such invalid, illegal or unenforceable provision or portion thereof shall, to the maximum extent possible, be substituted by an enforceable provision(s) that preserve(s) the original intentions position of the parties.

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Director General
 National Institute of Fashion Technology
 New Delhi

Signature:
 (For 'Partner Institute / University')

Signature: