



Memorandum of Understanding on Academic Cooperation between

National Institute of Fashion Technology (NIFT)

Raebareli, Uttar Pradesh

and

University of Lucknow, Lucknow, Uttar Pradesh

This MoU is executed on November 20, 2020 at Lucknow between National Institute of Fashion Technology (NIFT), Raebareli, India through Dr. Bharat Sah, Director, NIFT, Raebareli (hereinafter referred to as "NIFT"; which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the FIRST PART

And

University of Lucknow, Lucknow (LU) through Vice Chancellor, Prof. Dr. Alok Kumar Rai, University of Lucknow, (hereinafter referred to as "LU"; which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the SECOND PART.

Both "NIFT" and "LU" together and collectively for the purposes of the MoU be referred to as "Institutions" and individually as "Party".

I. ABOUT THE MOU

- 1.1 This Educational Co-operation MoU defines the principles, policy guidelines & procedures which NIFT and LU, wish to develop on the basis of a mutual interest. This co-operation includes Student and faculty exchanges, Curriculum development and Offering specially designed programs of study, Promoting and encouraging joint research projects, other scholarly cooperation, Pursuing other mutually advantageous undertakings and exchange of information and academic publications
- 1.2 This MoU shall be reviewed each year and changes specifying the methods of co-operation and modalities between the NIFT and LU will be incorporated with mutual consent of both the Institutes. Such changes will be agreed upon in writing by the Institutes.

II. PURPOSE

In recognition of both the premier Institutes in their respective fields, for the professional and personal growth of both parties in the education field, for the purposes of the exchange of students, staffs and faculty. The Institutions herewith establish, principles, policy and procedures which shall be required to facilitate such exchange programs and mechanism between the Institutions.

III. OBJECTIVE

The objective of this MoU is to encourage collaboration and exchange between the two institutions at national and international level and to benefit from each other's strengths. Provide scope for wider learning of the students of both the institutes, impetus to the design promotion and further as follows:

- a) Sharing of knowledge and resources between the institutes in the academic interest of students & faculty members.
- b) Promotion of Design, Management & Technology and its education in the country & across the globe.
- c) Promotion of lectures, workshops and exhibitions
- d) Exchange of information and academic publications

IV. SCOPE

The MoU between NIFT and LU covers the exchange program between National Institute of Fashion Technology (NIFT), Raebareli and LU as specified in terms of the MoU herein.

V. ACADEMIC COLLABORATION

The MoU between NIFT and LU cover the areas of collaboration and sharing of knowledge resources, including faculties between both the Institutes, specified as follows;

1. Faculty Sharing

a. Faculty Sharing for Academic Programmes:

Both the Institutes may invite the faculty members as visiting faculty to teach specific module / subject on the basis of this MoU and the availability of the faculty member. During this period the invited faculty members will be paid the honorarium as per the prevailing norms of the host institute. Travelling & Living expenses for the faculty will be charged to, born or reimbursed whichever is applicable by the host institute in case faculty has to travel from one campus to another campus.

b. Faculty Sharing for Jury:

Both the Institutes may invite the faculty members for participation in evaluation juries. The faculty will be paid the honorarium as per the norms of the host institute.

2. Infrastructure sharing:

Both the Institutes may share infrastructure facilities like Laboratories, Library, and Incubation Center etc. of each other for the students / academic activities / research work on need basis subject to the availability of the same without any charge.

However if the facilities are used for any income generating programme / projects, the facilities will be made available on chargeable basis as per the norms of the host institute.

3. Joint Students Field Trips:

Both the institutes have their expertise in the areas of art, design, craft, management, economics, technology, activities and they will send their students for fieldwork. Both the institutes may plan and jointly carry out these activities in the field to facilitate better learning for students and contribution to other stakeholders. The Academic Coordinators of both the institutes shall jointly decide the modalities, time, location & other requirement of field trips in advance. Any IPR related issues, if arises, shall separately be taken up and addressed suitably.

4. Faculty Training:

Need based customized training programme for faculty members can be designed, organized and conducted by both the institutes for each other respectively. The faculty conducting the training programme will be paid honorarium as per the norms of host centre.

5. Resource Centre Sharing:

All facilities of Resource Centre / Knowledge Management Centre at each institute will be shared by each institute without any fee charged from each other but under the inter-institutional library norms.

6. Sharing of Mentor / Guide:

Both the institutes offer students Diploma / Graduation Projects / Research Projects to their students which requires topic / subject specific expertise in specified areas. Both the institutes will allow their faculty members to become co- guide / external experts for the student's project. No honorarium will be paid to mentor / guide, unless specifically provided for by the host institution.

7. Joint Activities (Seminars / Workshops / Exhibitions etc.):

Joint activities can be worked out in areas of mutual interest of both the institutes which fit into the format of research, design-development activities/ modules training programmes, workshops, seminars, conferences, fashion shows etc. The details and modalities will be worked out at the time of taking up the activities. Intellectual Property Right will be shared jointly on mutually agreed terms between the Institutes.

8. Knowledge Sharing:

The external expert/ visiting faculty member from NIFT or LU may offer advice/opinions for the purpose of up gradation to meet international standards.

9. Joint Publication:

Faculty and scholars of both the institutes may work jointly on publications, Faculty and students of each institute can contribute towards the magazines / journals etc. The Royalty / Intellectual Property Right will be shared jointly on mutually agreed terms between the Institutes.

9. Sharing of Foreign Experts / Faculty:

NIFT & LU will share their resources of expert & faculty members as and when possible. Expenses for such sharing will be worked out on mutually agreeable terms and on case to case basis.

10. Design, Management and Technology Education & Promotion:

Both the institute may organize or conduct joint national / international conferences, seminars, workshops to increase the awareness of design education in the country as well as in the international arena as agreeable between the Institutes.

11. Guide for Ph.D Scholars:

Both the institutes will allow their faculty to become Ph.D. co-guide to Ph.D. scholars of either institutes.

12. Concession in Programmes:

Both institutes will allow each other's faculty members to participate in FDP, CE Programmes, seminars, workshops and conferences etc. on mutually agreed terms.

VI. DURATION, CONDITIONS AND MODIFICATIONS OF THE MOU:

1. This MoU 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 from the date of execution of coming into effect of the MoU.
2. This MOU shall become effective on the date of its signing and will be valid for a period of three years subject to revision or modification by mutual agreement and unless terminated by either of the parties hereto. Termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate, but any activity started at either Institute before the date of termination shall be completed even after termination of this MOU. Termination shall be without penalty.
3. There will be no discrimination against any person, for any reason, who is qualified as a participant in the programme supported by this MOU.
4. Modifications may be proposed and implemented at any time, effective from the date

of written notification signed by both institutions.

5. Any amendments to be made should be achieved by mutual and written consent between the Institutes and the MoU shall be changed accordingly.
6. At the end of the penultimate year of the three-year cycle both institutions will conduct an evaluation of the programme. Any amendments to be made should be done by mutual consent between the Institutes in writing and the MoU shall be amended accordingly and shall continue for a further period of a three-year cycle.
7. 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.
8. Any violation of any terms of this MOU by either party will lead to termination of this MOU without notice.

VII. DISPUTE RESOLUTION

In the event of disagreement or disputes of any kind whatsoever between staff and/or officers of either of the parties, the same shall be amicably resolved jointly by the Director, NIFT Raebareli and Vice Chancellor, LU whose decision shall be binding on the parties.

VIII. GOVERNING LAW

The present MoU shall be subject to the exclusive jurisdiction of Courts at Lucknow and shall be construed in accordance with the Indian Law specifically in accordance with Indian Contract Act 1872.

IX. MISCELLANEOUS

- 10.1 **Licenses and regulations:** In the performance of this MoU 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 MoU. Both parties shall have all relevant permits and licenses in place necessary for the proper execution of the MoU.
- 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 prior 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 MoU 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 MoU. Neither Party shall use the other party's intellectual property rights without the prior written consent of that Party. Nothing contained in this MoU 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 MoU 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 MoU 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 MoU to any third party without the prior written consent of the other party.
- 10.5 Entire MoU:** This MoU constitutes the complete expression of both Parties' MoU and understanding with respect to the subject matter herein and supersedes all other prior MoUs, 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 MoU and its Annexures may be amended or modified only by mutual consent and written MoU 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 MoU by one Party to the other shall be in writing and forwarded to the other Party to the following addresses:

If to University of Lucknow, Lucknow:
The Vice Chancellor,
University of Lucknow
Lucknow (UP) - 226 007

If to NIFT, Raebareli:


Director
National Institute of Fashion
Technology
NIFT Campus, Doorbhash Nagar,
Raebareli (UP) – 229010


- 10.8** The statements will be deemed to having been made in writing if they are made 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 MoU, 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 of the parties.

10.11 Force Majeure: A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, Pandemic, government orders or any other force majeure event.

10.12 That the Authorized signatory i.e. Director NIFT shall be signatory for this MOU for NIFT and Vice Chancellor LU shall be signatory on behalf of LU for the purpose of signing of this MoU.

10.13 At present Director NIFT namely Dr. Bharat Sah - shall be the Team Leader for NIFT for the purposes of execution of this MoU and Dean Academics namely Prof. (Dr.) Arvind Mohan, shall be Team leader for LU for the purposes of execution of this MoU.


(Prof Alok Kumar Rai)
Vice Chancellor
University of Lucknow
Lucknow


(Dr Bharat Sah)
Director
National Institute of Fashion Technology
(NIFT), Raebareli (UP)

Signed in Presence Of



Prof Arvind Mohan
Dean Academics, LU



Ujwal Bannerjee
NIFT



Dr. Vinod Kumar Singh
Registrar, LU



Amitava Chowdhury
Associate Professor & Joint Director (I/C)
NIFT