DRAFT MOU / INSTITUTIONAL ASSOCIATION

Institutional Association Draft MOU

FOR DISCUSSION ONLY - NOT FOR EXECUTION

This unsigned draft is a starting point for discussion. It creates no present contractual obligation, exclusivity, appointment, accreditation, agency or financial liability. Complete every bracketed field and obtain appropriate legal and institutional review before signing a final agreement.

1. Parties and effective date

This proposed Memorandum of Understanding is between WDF International Private Limited, operating as World Designing Forum (WDF), with registered office at [verified registered address], CIN [verified CIN], represented by [authorised signatory and designation]; and [full legal name of university/college/institute], constituted under [relevant law/registration], with address [address], represented by [authorised signatory and designation] (Institution). Proposed effective date: [date]. Verify legal identities and signatory powers before execution.

2. Purpose

To establish an institutional association for mutually agreed design education, industry interaction, Indian textile and craft engagement, mentorship, portfolio development and appropriate showcase opportunities. The parties will approve an annual activity plan with named owners, dates, budgets and measurable deliverables.

3. Activities and academic independence

Potential activities may include guest lectures, faculty exchanges, portfolio review, workshops, craft exposure, student showcases and information sessions on National Designer Awards. Each activity requires written approval. The Institution retains sole control of admission, curriculum, academic assessment, recognised qualifications and student welfare. The association does not confer regulatory recognition or accredited status. No award, internship, employment, publication or commercial outcome is guaranteed.

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Scope, exclusivity and responsibilities

4. Limited exclusivity - Schedule A required

Exclusivity, if mutually accepted, applies only to the precise programme, campus, territory, counterparties, services and period written in Schedule A. Identify whether it binds WDF, the Institution or both. No exclusivity is implied beyond those fields. Existing agreements and excluded activities must be listed. Ordinary academic collaborations, statutory functions and individual student choices remain unaffected unless a lawful, explicit provision states otherwise. Legal review of scope and enforceability is required.

5. WDF responsibilities

Appoint a relationship coordinator; propose qualified resource persons and activities; provide agreed programme information; support approved creative and industry interactions; and obtain approvals for any use of institutional identity. WDF shall not make commitments on the Institution’s behalf or promise student selection, certification, placements or awards beyond the final written terms.

6. Institution responsibilities

Appoint a nodal officer; obtain internal approvals; provide agreed venue, facilities and logistical support; communicate accurate programme information to students; arrange appropriate supervision and accessibility; and secure required participant permissions. The Institution shall not represent itself as WDF’s agent or collect money in WDF’s name without specific written authority.

7. Governance and student participation

A joint working group of [representatives] shall approve the activity plan and review progress every [period]. Participation is voluntary and subject to applicable eligibility, safety and conduct requirements. Students under 18 require appropriate parent or guardian consent and supervision. Complaints and incidents must be referred promptly to the designated coordinators. National Designer Awards participation is governed by separate current-edition terms and independent evaluation.

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Commercial terms, rights and protection

8. Fees, budgets and taxes

Association fee, if any: [amount or nil]. Payment milestones, invoicing entity, tax treatment, deliverables, cancellation charges, refunds and approved reimbursements: [Schedule B]. No payment arises from this draft or website enquiry. Each party bears its own costs unless the final agreement or a signed activity order states otherwise. No party may incur liability or commit spending for the other without written authority.

9. Branding and publicity

Each party retains its own names, logos and branding. Any permitted licence must be non-transferable, limited to the approved purpose and term, and subject to prior written approval of artwork and statements. No announcement of an exclusive association may be made before execution. Either party may require correction or removal of inaccurate publicity. Third-party rights and credits must be respected.

10. Intellectual property and creator rights

Pre-existing intellectual property remains with its owner. Student, faculty, artisan and designer work remains with the respective creator unless a separate written agreement provides otherwise. Ownership and use of jointly created material shall be agreed in writing before the relevant activity. Submission or participation does not transfer design ownership. Photography, recordings and promotional use require appropriate consent and a defined licence.

11. Confidentiality and personal data

Use confidential information only for the agreed purpose, disclose it only to authorised persons who need access, and protect it with reasonable safeguards. Exceptions should cover public information, lawfully obtained information, independent development and legally required disclosure. Define confidentiality duration: [period]. Collect only necessary participant information with lawful notice and permissions. Specify data roles, access controls, retention, deletion, incident notification and cross-party sharing in an agreed data schedule before any data transfer.

12. Compliance, safety and liability

Each party is responsible for its own personnel, applicable approvals, safety duties, accessibility, conduct, lawful content and use of third-party rights. Activity-specific insurance, risk allocation, indemnities and any liability cap must be reviewed and agreed in the final contract. No broad waiver, uncapped indemnity or guarantee is created by this draft.

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Term, exit and agreed schedules

13. Term, review and termination

Proposed term: [start date] to [end date], subject to written renewal. Either party may terminate on [number] days' written notice. Provide a reasonable cure period of [number] days for remediable breach, with immediate suspension or termination rights for serious safety, unlawful conduct or unauthorised brand/data use as specified in the final terms. Agree how approved activities, student interests, fees/refunds, data and public references will be handled on exit. Exclusivity ends on expiry or termination, subject to lawful provisions expressly agreed.

14. Disputes, law and notices

Representatives shall first seek good-faith resolution within [period]. Governing law: laws of India. Dispute forum, seat if arbitration is chosen, procedure and courts with jurisdiction: [complete after legal review]. Notices to WDF: business@worlddesigningforum.com and [postal address]. Notices to Institution: [official email and postal address]. No association, agency, employment or joint venture arises merely by using the word partnership in publicity.

Schedule A - Exclusivity and programme scope

Campus(es): [ ]; programme/discipline: [ ]; defined territory: [ ]; exact exclusive services: [ ]; party/parties bound: [ ]; permitted exceptions and existing commitments: [ ]; start and end dates: [ ]; review milestones: [ ]; agreed activity plan and nominated coordinators: [ ]. Leave no exclusivity field undefined.

Schedule B - Commercial and operational terms

Fees and taxes: [ ]; payment triggers: [ ]; deliverables and acceptance criteria: [ ]; budgets and expenses: [ ]; refund/cancellation terms: [ ]; resource persons: [ ]; venues and logistics: [ ]; safety/insurance: [ ]; data and creator-consent arrangements: [ ].

Final execution - only after completion and review

For WDF: Name [ ] | Designation [ ] | Authority [ ] | Signature [ ] | Date [ ].
For Institution: Name [ ] | Designation [ ] | Authority [ ] | Signature [ ] | Date [ ].
Witnesses, if required: [ ]. Each party should retain a complete signed copy with approved schedules.