

MEMORANDUM OF UNDERSTANDING (MOU)

Between

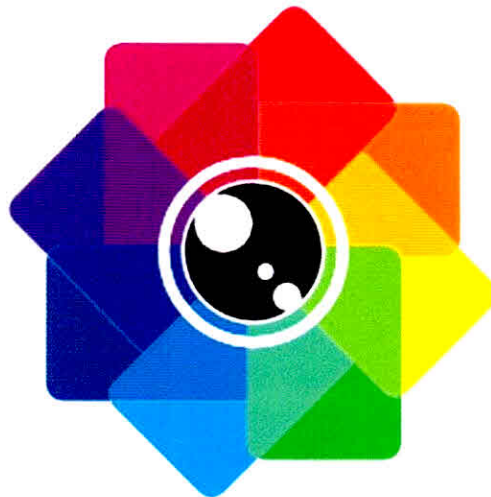


SGT UNIVERSITY

Shree Guru Gobind Singh Tricentenary University



And

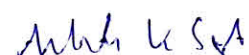


New Delhi Film Foundation

Ashish K Singh
Founder-General Secretary
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Contact: ndff.india@gmail.com, ask@ndff.in, website: www.ndff.in +91 9315229560

 **Registrar**
SGT University
Budhera, Gurugram



MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed on 4th of March 2025.

BETWEEN

Shree Guru Gobind Singh Tricentenary University (SGT University) is a UGC-recognized institution, established in 2013, that has broad ambitions to promote research, innovation, and multi-disciplinary education. The University's sizable campus, which is located on the outskirts of Gurgaon, spans more than 70 acres and has every type of resource and infrastructure available to facilitate optimum academic and research output. The University's constant push for excellence led to becoming one of the youngest universities to have received a NAAC A+ accreditation rating. Amongst our expansive range of specialties are our medical programs, taught in sync with SGT Medical College, Hospital & Research Institute, and considered to be some of the best in the country., through its **Registrar**, presently **Prof. (Dr.) M. Ejaz Hussain** duly authorized to enter into and sign an MOU on behalf of **Shree Guru Gobind Singh Tricentenary University** (hereinafter referred to as SGT), **PARTY OF THE FIRST PART.**

AND

New Delhi Film Foundation a film society registered under Societies Registration Act XXI of 1860, with all India as area of operation. Its primary objective is to watch cinema, talk cinema, learn cinema and make cinema together, with a motive to create sensitivity and understanding in the society for sensible and sincere cinema. Most of the founding members are associated with journalism and filmmaking. NDFF has been active as an online society for more than a decade and as a registered 'not for profit society' for the last 7 years. The society has been organizing physical screenings of regional and world cinema under 'Watch Cinema' campaign and hold mini offline/online seminars and discussions on issues related to cinema with renowned experts under 'Talk Cinema' campaign. The NDFF has associations with prestigious organizations/events like CUFFI: Cineaste International Film Festival of India. The foundation in association with Mumbai Film Academy organized Mumbai Independent Film Festival, 2022. NDFF is also launching theme based mini film fests this year to be organized in Delhi and outside Delhi. NDFF through its **Founder General Secretary, Ashish K Singh** duly authorized to enter into and sign an MOU on behalf of **New Delhi Film Foundation** (hereinafter referred to as **NDFF**) **PARTY OF THE SECOND PART.**

1. SCOPE OF THIS AGREEMENT

The scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:


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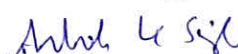
- (i) Academic and Research collaboration in the areas of mutual interest. It is expected that this collaboration will in due course lead to collaborative Film projects, Research in Cinema studies, joint publications, and joint conferences/workshops/seminars on Mass communication & Cinema studies.
- (ii) Joint supervision of UG/PG/ students in the areas of Mass Comm./Film Studies, Faculty development Program, Student exchange Program, Internships to students and accommodating them in different organizations & events across India.
- (iii) Training and collaborating on different aspects of Mass Communication and Film Studies and organizing Film Festivals at SGT.
- (iv) Faculty and Student exchanges for Internships and other collaborations in the field of Mass Comm. And Cinema Studies.
- (v) Creating opportunities for students of SGT to participate in production, physical and editorial management and involvement in offline and online events related to films and other performing arts considered as allied art forms of cinema, and also give them a certificate of participation/appreciation and further professional breaks.

2. RESEARCH COLLABORATION

Faculty from both Institutions will collaborate in the joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms as given below:

- (i) Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution, or his/her nominee.
- (ii) Each institution will nominate one of its members as its representative in charge of the cooperative programmer. Individual programmer of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.
- (iii) Procedures followed in any activity under MOU will be reviewed and approved by designated authorities of both parties.
- (iv) Neither SGT nor NDFF will be held responsible for any liability to the party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this agreement relates.
- (v) Every collaboration will have its own agreement /contract which addresses issues such as IPR, funding pattern, usage policies of research facilities, disclosure of information etc.
- (vi) SGT and NDFF will collaborate on events/ projects and studies related to Mass Comm. & Film and Cinema Studies. NDFF will also make efforts to guide the


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students of Mass Comm. & Film Studies on their documentary/short films projects and promote them.

- (vii) In all the joint events including screenings, talks, workshops, festivals both the parties will share each other's name and logo in the creative, to support and promote each other.

3. FACULTY COLLABORATION

- (i) Pursuant to the agreement for academic exchange, SGT and NDFF may invite faculty to deliver guest lectures, organize FDPs and engage in joint documentary/feature Film Fests acc. to the terms mutually agreed by both parties.
- (ii) Participants will be subjected to the rules and regulations of the host institution.
- (iii) The scope and duration of the collaboration may be amended and/or extended through the joint agreement further with the consent and approval of both the parties. SGT and NDFF will engage in faculty exchange programs, allowing professors and experts to share their knowledge, experiences, and best practices. The members from both institutions may participate in workshops, seminars, and training programs and organize joint film festivals to foster professional growth and academic excellence.

4. COMMENCEMENT, RENEWAL, TERMINATION AND AMENDMENT

This MoU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for three years subject to the condition of renewal at the end of each year. This MoU may be renewed each year, with the agreement of both the partner institutions. If either partner institution wishes to terminate the MoU, it must notify the other institution not less than two months prior to date of termination. However, all prior and ongoing commitments made by the parties shall be completed in such eventualities, as agreed.

This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

5. LIMITATION OF LIABILITY

Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.


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6. CONFIDENTIAL INFORMATION

During the tenancy of the MoU, both the parties will maintain strict confidentiality and prevent disclosure of all the confidential information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Each Party agrees to protect the Confidential Information disclosed to it with the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care, and agrees not to disclose to any third party the fact that the Confidential Information has been provided to or received from the other Party or that discussions are taking place between the Parties. Further, both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information for the purpose of this clause shall mean and include any and all information of a confidential nature whether disclosed in writing or not including the following without limitation

- (i) Technical and other information including, without limitation, current and future products, product development, business strategies and business forecasts and results, regulatory strategies, lifecycle management strategies, manufacturing, distribution, commercial practices, scientific data, processes, intellectual property and intellectual property strategies;
- (ii) Any information and/or materials relating, but not limited to, the business affairs, personnel, financial condition, operations, assets and/or liabilities or commercial interests of a Party and its Affiliates or of a third party to which the disclosing Party has lawful access that is disclosed pursuant to this Agreement;
- (iii) all personally identifiable information, such as name, title, address, telephone number and e-mail address ("Personal Data"); and
- (iv) information, data and results pertaining to tests and analysis performed with samples, if any.

7. GOVERNING LAW AND JURISDICTION:

This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurugram.


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8. DISPUTE RESOLUTION:

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this MOU, the parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation, then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

9. INDEMNIFICATION

Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights.

10. INDEPENDENT CONTRACTORS

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, agency, employment, or other similar relationship between the parties hereto.

11. PARTIAL INVALIDITY:


If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.


Registrar
SGT University
Budhera, Gurugram



For SGT University

For New Delhi Film Foundation


Registrar
SGT University
Budhera, Gurugram

Prof. (Dr.) M. Ejaz Hussain
Registrar
SGT University, Gurgaon

For New Delhi Film Foundation


Authorised Signatory

Mr. Ashish K Singh
Founder- General Secretary
New Delhi Film Foundation



Mr. Vaibhav Maitreya
Executive Director, Branding & Marketing
New Delhi Film Foundation

WITNESS:



1. Dr. Abhishek Dubey
Dean, FMMT
SGT University, Gurgaon



2. Dr. Tejee Isha
HOD, FMMT
SGT University, Gurgaon



3. Dr. Yash Vats
Assistant Professor, FMMT
SGT University, Gurgaon