

**New Delhi
28 October, 1998**

**BACKGROUND NOTE FOR THE PROPOSAL ON THE
ESTABLISHMENT OF THE INTERNATIONAL FOUNDATION FOR
FASHION TECHNOLOGY INSTITUTES**

Institutes of learning dedicated for the promotion of Fashion Education are growing in number in all parts of the world. There are any number of celebrated Institutes imparting fashion industry education which are more than fifty years old and they have acquired name and fame chiefly on account of their commitment and dedication to the cause of the fashion industry. Fashion Industry covers broadly the areas of Textiles, apparels, accessories and life styles, and fashion education has become an integral part for the development and growth of this industry. The relevance and the contribution of fashion education could very well be appreciated and assessed in the context of the growing volume and value of business of the industry tending to affect every cross section of society in any part of the globe.

It is against this backdrop, every major Fashion School or Institute has developed its own ethos focusing or concentrating upon one or more of the three broad streams of interest vital for the development of the industry. These streams are Design, Technology and Marketing. While developing an identity of their own, some of the Institutes have assiduously cultivated an international character which is at once secular as well as versatile, permitting free flow of thoughts and ideas and cross cultural streams belonging to diverse ethnic groups of the population.

Again, out of these internationally well-known Fashion Institutes, there have emerged a few Schools which have developed their nexus in the Fashion Industry almost as an article of faith in their scheme of training and other operations. These Institutes have demonstrated over the years that the interests of the industry could best be served only by adopting a strategy which takes care of the needs of the industry covering all the areas of Design, Technology and Marketing. It is by virtue of harmonious interplay of these elements, the Institutes have internationally distinguished themselves, acquired superior stature in the eyes of the industry and inspired immensely the students who are showing an increasing interest in Fashion Education on an unprecedented scale.

This background note along with the draft Agreement on the Establishment of International Foundation of Fashion Technology Institutes – 1998 has been prepared by Mr. L.V. Saptharishi, Executive Director, NIFT and Chief Co-ordinator of the Conference. He has been ably assisted in his task by Ms. Vandana Narang, Asst. Prof. FD Department and Convenor of the Organising Committee of the Conference.

Four such Institutions - FIT, New York, NIFT, India, NTU, UK and IFM, Paris, met at New York on 22-23 May, 1998 to deliberate on the idea of the establishment of an International Apex Body comprising all the Fashion Institutes which would fulfil certain basic criteria in terms of their ability and capability to impart training in the broad streams of Design, technology and Marketing. It was felt that a Grouping or a Confederation of these Institutes at the global level will meaningfully help each one of them in upgrading their HRD programmes, assist in bringing about sharp professionalism in the structure and operation of the industry in their countries, and above all contribute towards the establishment of a framework of co-operation and collaboration vitally needed in the wake of liberalisation and integration of global Trade in Textiles and Clothings under the auspices of WTO.

The Group of Four, as a result of their deliberations, agreed in principle on the establishment of the International Foundation for Fashion Technology Institutes (IFFTI) which would help in achieving the broad objectives listed above. It was further decided that in order to give concrete shape and content to the International Foundation, there should be a meeting of a specified list of Fashion Schools or Institutes belonging to different regions of the World. In deciding upon the list of Institutions to be invited to attend the Preparatory Conference on IFFTI at New Delhi on 9-11, November, 1998, the Group kept in view the stature and contribution of these Institutions for the cause of Fashion Education in their regions and their close linkages with the Industry for the promotion of this education and the value they attach to the development of HRD through their programmes in all the concerned areas. The list of Institutions thus decided to be invited for the New Delhi Conference is at **Annexure - I**.

It was also agreed at the New York Meeting that since NIFT extended its offer to host the first Meeting, Mr. Shyamal Ghosh, Secretary (Textiles), Government of India and Chairman of NIFT, will be the Chairman of the Conference and Mr. L V Saptharishi, Executive Director, NIFT the Chief Co-ordinator of the Conference.

With this background the New Delhi Conference will have two major sessions:

First Session to be held on 9th November, 1998 will be a **Plenary Session** at which the representatives of the invited International Institutes will present their papers on the theme '**Fashion Education for the Next Millennium**'. At this session, leading members of the Indian Textile and Apparel Industry, celebrated Fashion Designers of India and some of the Indian Schools engaged in imparting Fashion Education would also be present to derive benefit by way of interacting with the International delegates and exchange notes on current developments sweeping the Fashion Industry.

The **Second Session to be held on 10th and 11th November, 1998** will be restricted to the representatives of the 19 International Institutes, as decided at New York Meeting and they will deliberate upon the establishment of the International Foundation for Fashion Technology Institutes (IFFTI).

During the Second Session, it is proposed to discuss the Draft Agreement on IFFTI. **(Ref. Conf. 2/98)**

At the time of consideration of the Draft Agreement, the following information and issues will be relevant and should be kept in view by the delegates:

1. Should there be a formal Agreement amongst the Member-Institutes interested / intending to set up the Foundation ?

- It is mandatory to have a formal Agreement amongst the interested Member Institutes as the provisions and bye-laws governing the operation and functioning of the International Foundation have to be clearly spelt out. Without such a formal Agreement, it would not be possible to achieve the objectives envisaged under the Draft Agreement.

2. What is the legal framework of this Foundation and should it be on the model of any of the UN specialised bodies like FAO, UNIDO, WHO or International Commodity Organisations like IJO, INRO, ICO, etc.?

- The procedures governing the establishment of UN Bodies / Specialised Agencies / International Commodity Organisations are not applicable in the case of this Foundation in view of the fact that the Agreement establishing these bodies is Inter-Governmental in International legal terms and scope and they are to function under the charter of UN with contributions made by the National Governments and the Multi-lateral Funding Agencies. On the other hand, this Foundation is a body comprising interested and intending Member Institutes which are functioning by virtue of being funded by their National Governments / Industry / Public / Private Trust on autonomous lines.
- The Foundation will have to have a legal framework, as otherwise the actions and activities of the Foundation will be open to question by any interested or aggrieved party. It is, therefore, proposed to have the Foundation registered as a Society or Trust under the relevant or prevailing laws and rules and regulations governing the operation of the Society or the Trust in the city / country of its location and operation.
- The Members have to discuss and decide on the location of the Headquarters of the Foundation and the provisions of the Draft Agreement will have to be suitably altered.

In preparing this Draft Agreement good many ideas and provisions contained under the bye-laws of the College Consortium for International Studies, IMC (CCIS) headquartered in Washington DC have been taken into account. The CCIS functions under the laws of the State of New York as may be seen at the **Annexure - II** to this Background Note. The note has also taken into account provisions and bye-laws governing the operation of similar International bodies like ITMF (International Textile Machinery Manufacturers Federation), International Silk Association, ITAF (International Textile & Apparel Federation).

3. What is the Membership of the Foundation and which is the Supervising Body for conducting the affairs of this Foundation?

- The Foundation Membership will be restricted to only those to whom invitation will be extended by the Board comprising the Founding Members to this Agreement (19 Members). The criteria for inviting any Fashion Education Institute will be laid down by the Board of Directors.
- It has been proposed in the Draft Agreement that there will be a Board of Directors to decide on all policy issues and activities of the Foundation. All the Member Institutes will automatically become a Director on the Board, governing this Foundation. This is to ensure full fair and democratic opportunity for all the Member Institutes to participate in the decision making process of the Foundation and also enjoy equal rights.
- Provision also has been made for Associate Membership of the Foundation for the benefit of Industry representatives, Fashion Designers and individuals and Institutes and bodies engaged in Design, Management and / or Technology related activities. By involving this class of Members in the activities of the Foundation, it would be possible to have exchange of information and dissemination of knowledge in wider spheres and also source talent and funding for diverse activities of the Foundation. The Associate Members will not have voting rights or decision-making powers.
- The principle underlying the decision making process envisaged under this Agreement is '**decision by consensus**' and in case of disagreement, '**decision by drawing of lots**' or '**simple voting majority**'. The Chairman has not been given the power of Casting Vote as such power exists under the provisions of some of the International Agreements. During the deliberations, the delegates can take a view in the matter and decide appropriately.

4. What should be the structure of the Foundation?

- The Board of Directors comprising all the Member Institutes is the highest decision making forum or body of the Foundation.
- The Board of Directors shall have the overall responsibility for setting all policies and for the overseeing of professional activities, general administration and financial management of the Foundation. The Board of Directors will approve Annual Budgets and will review the year-end financial statements of the Foundation.
- The Board of Directors will elect annually a Chairman, 1st Vice-Chairman and 2nd Vice Chairman. It is suggested for consideration that Chairman / 1st Vice Chairman / 2nd Vice Chairman are elected from three different countries as represented on the Board of Directors. It has been stipulated under the Agreement that the persons elected as Chairman / 1st Vice Chairman / 2nd Vice should be the Head of the Institute he / she represents.
- The Agreement provides for the appointment of a Chief Executive Officer (CEO) to run the Secretariat of the Foundation. The CEO will be appointed by the Board of Directors as per the procedure to be laid down. He would be a salaried employee of the Foundation and will be responsible for executing all decisions of the Board and carrying out the tasks and responsibilities entrusted to him by the Board and will be the Secretary to the Board and will not have any voting rights.
- The CEO will appoint the staff required to run the Secretariat, while the staff strength will be decided by the Board having regard to the finances and activities of the Foundation.
- Board of Directors shall appoint an Executive Committee consisting of eight members with three Officers of the Board and CEO and Four other Members. The Executive Committee shall act for the Board of Directors in between the Meetings and within such limits as may be established by the Board. Unless otherwise determined, it shall meet twice in a year.

5. Where will be the Headquarters of the Foundation located?

- The Foundation should have a Secretariat and accordingly the Headquarters of the Foundation should be located in that city / country. To be effective the Foundation needs to have a fixed Secretariat which will alone help in achieving the objectives for which the Foundation is being formed.
- The second alternative will be to have a moving Secretariat on a rotational basis, the arrangement being that the Host Institution (whose Head gets elected as Chairman of the Board of Directors of the Foundation) can provide the Secretariat facilities during the period of his Chairmanship. The difficulty in this arrangement will be that there would not be any competent person to run the affairs of the Foundation on effective and satisfactory lines providing the much needed continuity. In the process, there will be loss of institutional memory, lack of focus and direction and the Foundation will become a loosely - threaded organisation which is likely to result in gradual loss of faith in the Foundation on the part of the Members.
- The Members can weigh the pros and cons of both the alternatives and arrive at an appropriate decision.

6. What shall be the funding pattern of the Foundation?

- In the Draft Agreement, provision has been made for payment of a prescribed Enrolment Contribution to be made at the time of admission of a Member-Institution to be decided by the Board of Directors. Further, it has been provided that the Board will decide on the Contribution to be made by the Associate Members at the time of their admission.
- In addition to the above, Annual Contribution should also be made by each of the Members / Associate Members.
- The quantum of contribution by the Members / Associate Members, the principle underlying the quantum, etc., are to be discussed during the deliberations.

7. What is the Provision relating to periodicity of the Meetings of the Board of Directors?

- The Draft Agreement provides for not more than one meeting of the Board of Directors in a year. The Agenda for the Board Meeting will be drawn and circulated by the CEO three months prior to the Annual Conference which will be held in close conjunction with the Board Meeting. The Agenda for the Annual Conference as distinct from the Agenda for the Board Meeting will be finalised by the CEO in consultation with the Member Institution hosting the Conference.
- The Annual Board Meeting / Conference will be held on rotational basis in different countries and the venue for the next Annual Conference shall be decided in the preceding one.
- During this Meeting, apart from transacting the business as per the Agenda, the Member Institutions will also have the benefit of attending events and programmes related to global Fashion Education and interaction with the industry.
- The primary objective of holding the Annual Conference on rotational basis is to provide an opportunity to all the Member Institutions to take stock of the global Fashion Scene, Regional trends and this will help in giving them necessary inputs in upgrading the curricula, restructuring of their courses, or drawing up of new programmes, relevant to the Fashion Industry.
- It is to be mentioned here that in addition to the Annual Conference, the Executive Committee will also have the opportunity during its one year tenure to hold one additional meeting of the Committee at a venue other than the venue of the Annual Conference. During this Meeting, the Host Institution can organise some programmes and events which could be attended by any Member or Associate Member as per their convenience.

8. What shall be the duration of the Agreement?

The Draft Agreement provides for initial validity period of fifteen (15) years and the Agreement shall be reviewed thereafter.

9. What shall be Emblem and Seal of the Foundation?

- The Draft Agreement provides for a Seal in the Circular Form and shall have inscribed thereon the name of the Foundation and the year of its establishment. The Emblem of the Foundation is to be decided by the Members during the deliberations. A few samples Designed by NIFT will be placed on the table of the Conference.

10. Financial implications of running of the Foundation:

- A broad financial estimate covering all elements of running of the Foundation with its Headquarters, Board of Directors, Executive Committee, etc. has been worked out and will be placed on the table at the time of the Conference.

11. Framing bye-laws under the Agreement:

- As per the directions of the Board of Directors, the CEO / Secretariat will undertake detailed framing of the bye-laws and will place them for approval by the Executive Committee to be ratified by the Board of Directors.

**Agreement on the establishment of
International Foundation of
Fashion Technology Institutes -- 1998**

AGREEMENT ON THE ESTABLISHMENT OF
INTERNATIONAL FOUNDATION OF
FASHION TECHNOLOGY INSTITUTES – 1998

Preamble

The Parties to this Agreement

Recalling the minutes of the meeting held at the Fashion Institute of Technology (FIT), New York between delegates of The Nottingham Trent University – UK (TNTU), Institut Francias de la Mode – France (IFM), FIT - USA and National Institute of Fashion Technology – India (NIFT) on 21 – 22 May, 1998 and

Recalling further,
The deliberations held at NIFT, New Delhi between 17 Fashion Schools at the Conference on 9 - 11 November, 1998.

And recognising

The importance of Fashion Education for the development and growth of the fashion industry at the global level for the benefit of Fashion Institutes of Technology all over the world and with the ultimate objective of benefiting the Textile, Apparel and Accessory industries catering to the requirements of the people in different parts of the world,

Hereby have agreed as follows :

This Agreement incorporates the Objectives and various provisions governing the functioning of the International Foundation of Fashion Technology Institutes.

ARTICLE I. NAME and LOCATION

The name of this Foundation shall be :

INTERNATIONAL FOUNDATION OF FASHION TECHNOLOGY INSTITUTES (IFFTI)

The Headquarters and Secretariat of IFFTI shall be in New Delhi, India for the initial period of 3 years and till such time the Board of Directors of IFFTI take a decision on alternative location.

ARTICLE II. AUTHORITY

Under the provisions of this Agreement for the formation of the International Foundation of Fashion Technology Institutes, hereinafter called the IFFTI.

The IFFTI will have the right to make, alter, amend, or repeal the Agreement for the regulation and management of its affairs that are inconsistent with its objectives, and further reserve the right to amend, alter, change, or repeal any provision within the said Agreement to be in consonance with the National / State laws, and in such manner as may be prescribed.

ARTICLE III. DURATION

The duration of the Agreement shall be for an initial period of 5 years and its future shall be reviewed by the Board of Directors of IFFTI.

ARTICLE IV. OBJECTIVES OF IFFTI

Mission

A global network of institutions dedicated to the advancement of education in design, technology and business for the fashion and related industries through international collaboration.

Vision

- Provide wider opportunities for educators, researchers, students and graduates to study and work anywhere in the world, and to strengthen and foster relations with the global fashion and related industry.
- Develop a greater understanding of the role and responsibility of the fashion and related industries in the global economy and international community.

Values

- ! Excellence
- ! Integrity
- ! Collaboration
- ! Ethical Practices
- ! Recognise value of intellectual property.
- ! International perspective
- ! Cultural diversity

Objective 1

Establish the Foundation

- ! Finalise draft agreement
- Secure membership
- Funding
- Finalise the emblem and seal of the Foundation.

Objective 2

Advance education in design, technology and business for the fashion and related industries.

- ! Develop an international network both real and virtual to support

the activities of the Foundation;

- Promote debate and interaction through an Annual International Conference.
- Develop an international framework for the recognition of credit transfer between academic programs of member institutions.
- Assist professional development of educators and researchers through international programs, seminars and workshops.
- Provide support and assistance to publicize member institutions' academic programs and activities.
- Promote/support international cultural understanding.

Objective 3

Develop a sound financial base

- Establish strong financial reporting systems and budget processes
- Develop financial plan
- Secure new sources of funding and sponsorship

Objective 4

Promote an international forum for the exchange of ideas and collaborative research and development

- Develop professional and intellectual development programs, seminars, workshops and symposia.
- Undertake and/or support research projects and studies relevant to the needs of the fashion and related industries
- Achieve international acceptance of research values.
- Recognise and protect intellectual property rights

Objective 5

Promote student involvement in IFFTI

- Establish multinational projects, scholarships and student exchange programs, fellowships, prizes and awards for recognising and rewarding talent, creativity and excellence
- Establish an “International Student Award” as part of the International conference
- Support and monitor International internships / placements
- Assist students in selecting suitable International programs, studies and projects.

Objective 6

To foster the development of fashion and related industries internationally.

- Contribute to the development of the global fashion and related industries.
- Develop a network of international competencies.
- Encourage International Consultancy.
- Expand HRD programs for the comprehensive development of the industry.

The IFFTI shall also be concerned with the following other objectives:

- To initiate steps for developing and implementing academic overseas programmes for and through its members on a mutually supportive and co-operative basis,
- To provide support and assistance to its members in developing, offering and publicising their International programmes.
- To do things necessary to fulfil its mission including, but not limited to, developing programmes which effectively utilises the resources of its members,
- Organising professional development seminars, workshops, symposia and undertaking research projects and studies relevant to the needs of the Fashion Industry.
- Developing and implementing strategies that will stimulate awareness of and support for international / inter-cultural understanding,
- Hosting an Annual Conference at the venues provided by the members of the Foundation on a rotational basis.

ANCILLARY OBJECTIVES

With a view to promote the foregoing objectives, the IFFTI shall have the following ancillary and incidental objectives.

- To acquire by way of lease, sub-lease, gift, purchase, exchange, hire or in any other manner any movable or immovable properties and any rights or privileges necessary or convenient for the purposes of the IFFTI and to construct direct, alter, improve and maintain any building and to manage, develop, sell, let, dispose of, mortgage or otherwise deal with all or any part of the assets and rights of the IFFTI with a view to achieving its objectives.
- To accept grants of money, equipment, land, buildings, donations, gifts, subscriptions and other assistance from National Governments, International Multilateral Funding Agencies, Industry, Institutions, Trusts, Individuals or from any other source and to conform to the conditions on which such grants, other payments and assistance may be received, provided that no benefaction shall be accepted by the Foundation, which in its opinion Involves conditions or obligations contrary to its objectives ;
- To undertake and accept the management of any endowment or trust or donations in furtherance of its objectives ;
- To establish, equip and maintain data bank, libraries, museums, workshops, institutes, organisations and such other facilities as are necessary for carrying out the objectives of the IFFTI ;
- To establish, maintain, control and manage the Headquarters and International Secretariat of the IFFTI or any of its regional centres as and when necessary ;
- To levy fees or other charges for any services / facilities provided by the IFFTI at such rates as specified by the Board of the IFFTI ;
- To prepare, print, publish, issue, acquire and circulate books, papers, periodicals, bulletins, exhibits, films, slides, video tapes or in any other medium and engage in such other literary undertakings dealing with or having a bearing on the objectives of the IFFTI ;
- To co-operate with, become a member of, act as, or appoint trustees, or delegates or otherwise assist any Association or Institution or body engaged in the field of Fashion and Fashion related activities ;

- To negotiate contracts on behalf of the Foundation and vary and rescind such contracts;
- To borrow, raise or secure the payment of any money on such terms and conditions and on such security as may be deemed fit and proper provided they are not inconsistent with the objectives of the IFFTI;
- To depute or nominate its delegates, advisors etc. to represent the Foundation in any National, Regional and International Conferences and seminars or similar events;
- Institute and award fellowships, scholarships, prizes and medals towards recognition of talent and excellence ;
- To enter into any arrangement with any Government, Governmental authority, Municipal or local authority or otherwise that may be conducive to the attainment of the objectives of the IFFTI and to obtain from any such authority rights, privileges and concessions which the IFFTI may think desirable to obtain and to carry out, exercise and comply with such arrangement, rights, privileges and concessions ;
- To obtain such prerogatives, rights, privileges, licenses including patent rights in relation to any new and useful invention respecting any art, process, method or manner of manufacture, machine, apparatus or other article or substance or any new or useful improvisation of any of them as a result of the IFFTI's direct or indirect support and efforts, as may be decided by the IFFTI ; and
- To do all such other lawful things as may be necessary, incidental or conducive to the attainment of the above objectives.

ARTICLE V. POWERS

The IFFTI shall have all powers and authority, in furtherance of the objectives set forth in this Agreement, which is a not-for-profit society formed and existing under the agreement recognised by the concerned authority of the National / State Government, may now or hereafter lawfully exercise and possess.

These powers include, but are not limited to:

- i) Design, implement, and sponsor such programs that will further the objectives of the IFFTI and will benefit its members ;

- ii) Establish rules, regulations and procedures for the necessary management of the IFFTI in consonance with the laws and regulations of the National / State Government wherein it is located ;
- iii) Apply for, accept, hold, administer, and disburse funds as from time to time may be provided to it by member Institutions, persons, agencies, corporations, or other sources;
- iv) Employ and retain employees, consultants, advisors, or any other personnel for the purpose of carrying out the objectives of the IFFTI ;
- v) Engage in various funding and fund-raising activities ;
- vi) Conduct promotional activities, including advertising, publicity and public relations, in any suitable manner or through any media.

ARTICLE VI. APPLICATION OF INCOME AND PROPERTY

All the incomes, earnings, movable & immovable property of the IFFTI shall be solely utilized and applied towards the promotion of its aims and objectives only as set forth in this Agreement and no profit or part thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, shares or in any manner whatsoever to the past or present members or to any person claiming through them. No member of the IFFTI shall have any personal claim on any movable or immovable properties of the Foundation or make profits, whatsoever by virtue of this membership.

ARTICLE VII -- MEMBERSHIP

The IFFTI membership ***will only be by invitation*** to Fashion Education Institutions, extended by the Board comprising the Founding Members to this Agreement whose list is at ***Annexure I***. Once admitted the Institution will be part of the Board.

- The Institution invited to participate or seeking Membership should have a proven track record of providing excellent educational and related facilities for the student community in the areas of design, technology and business for the fashion related industry.
- The applications for new membership in the initial years of the foundation would have to be suitably recommended by an existing Member and will be thereafter considered by the Executive Committee and placed before the Board for final decision.

- The decisions of the Board on all issues including that of new Membership, will be by consensus, failing which by the procedure of simple majority on the basis of voting by ballot of the members present and voting.
- The subject of enrolment of Associate Members / individual members would be decided in due course.

Resignation

Institutions may elect to resign their membership by communicating its intention to the Secretariat of the IFFTI on or before June 30 of the calendar year. Failure to notify the Secretariat of intent to terminate may result in the Institution being held liable for dues for the ensuing calendar year.

Termination of Membership

- Failure to pay dues and/or failure to meet other financial obligations within a reasonable period of time shall result in suspension of voting rights and may result in termination of membership, at the discretion of the Board of Directors.
- The Board of Directors shall have the right to terminate the membership of any member / associate member for failure to meet the responsibilities of membership, including failure to fulfil the objectives of the IFFTI.

ARTICLE VIII . DUES, FEES, AND FISCAL YEAR

A. Annual Dues, Billing and Prorating of Dues

1. Annual Dues

Annual dues for membership shall be set from time to time by the Board of Directors and shall be for the period from January – December of any given year. The initial annual membership subscription for IFFTI shall be US \$ 2,000.

2. Billing

Billing for the ensuing fiscal year's dues shall be sent to members on April 1 of each calendar year and shall be payable by June 30.

3. Prorating of Dues

(i) Members admitted prior to the beginning of a given calendar year shall pay the full amount of annual dues for the coming year. Those admitted during the first half of a calendar year shall pay one-half of the full amount.

(ii.) Dues are payable within 60 days of the billing date.

B. Enrolment Fees

At the time of admission of a member the Institution concerned shall pay the amount prescribed by from time to time by the Board of Directors.

At the time of admission of an Associate Member the Institution / Individual shall pay the amount so prescribed from time to time by the Board of Directors.

Besides Annual fee, there should also be initial contribution by each member on voluntary basis which shall form the Corpus fund for various activities.

C. Fiscal Year

The fiscal year for the IFFTI shall be from January -- December.

D. Financial Review

Plans for an annual year-end financial review shall be recommended by the Finance Committee and approved by the full Board. The year-end financial statements will be reviewed at the Board's Annual meeting.

ARTICLE IX. STRUCTURE :

- There would be a two-tiered structure: The apex body would be the Board of Directors which will include the founder members. There would also be an Executive Committee elected by the Board.
- All the Member-Institutions admitted to IFFTI will be represented on the Board of Directors of IFFTI and will enjoy voting rights as available to the initial Members of the IFFTI.

- Every Member-Institution deputing a person to participate in any Meeting of the Board or its Committees or other events should specifically depute the person by giving him necessary mandate to attend the meetings and also make commitments on behalf of the Institution.
- There shall be four Vice Chairmen to provide for equitable geographical representation to all Member-Institutions as far as feasible.
- The Head of the Member- Institution hosting the next Annual Conference shall be co-opted as an additional Vice Chairman on ex-officio basis if that Institution is not already represented in the Executive Committee.
- There shall be a two-year term for the elected Chairman and the four Vice Chairmen.
- The Chairman and all the Vice Chairmen cease to hold their posts in case the persons concerned demit their office for one reason or the other. As far as filling up of the resultant vacancies is concerned, it would be on the principle of fresh election and not by automatic nomination of the successor representative of the Institution.
- The Chairman of the Board / Executive Committee shall consider co-opting the services of the outgoing Chairman of the Board on the Executive Committee so long as such an arrangement does not entail any financial implication for the IFFTI.
- The Executive Committee of the Board shall consists of the Chairman of the Board, four Vice Chairmen and the Chief Executive Officer (CEO) heading the Secretariat of the Headquarters of IFFTI.
- The CEO 's appointment and his functions and powers shall be decided by the Board. The CEO shall function under the supervision of the Chairman / Executive Committee on all matters including appointment of his supporting staff required to run the Secretariat.
- The Board of Directors at the end of each Meeting will decide upon the agenda item for the next Conference. The CEO, will in consultation with the Chairman / Executive Committee, submit draft Agenda for the next Conference. He could, however, change or include any agenda item for the Conference in the light of subsequent suggestions received from the Member-Institutions.

B. Board Composition

1. The Board of Directors shall consist of the Presidents / CEOs or the representatives of all the founding member-Institutions.

The other members as admitted in line with the provisions under **Article VII** of the Agreement shall become part of the Board of Directors.

2. Each member-Institution represented on the Board shall have voting privileges, each Institution shall have a single vote through its official representative at the time of drawing of lot on any issue which cannot be decided by consensus at the time of Board meeting.
3. The CEO shall be an ex-officio non-voting member of the Board and serve on all its committees.

C. BOARD MEETINGS

The Board of Directors shall meet once a year at the time of Annual Conference of the IFFTI. The Agenda for the Board meeting will be drawn and circulated by the CEO 3 months prior to the Annual Conference. The agenda for the Annual Conference as distinct from the agenda of the Board meeting will be finalised by the CEO in consultation with the member Institution hosting the Conference of the IFFTI in his country.

D. Powers and Duties of Board Officers**a. Chairman**

- (i) To preside at all meetings of the Board of Directors;
- (ii) To call meetings of the Board of Directors as herein provided;
- (iii) To Chair the Executive Committee and to be an ex-officio member of all committees;
- (iv) To designate a member of the IFFTI, Board of Directors to preside over the Board of Directors as a Chairperson pro tem in the event the Chairperson and the other Vice Chairmen are not present at any meeting.

b. Vice Chairmen

- (i) In the absence or disability of the Chairman, any one of the Vice Chairmen, as may be decided by consensus, shall perform all the duties of the Chairman, and when acting shall have all the powers of the Chairman;

- (ii) The Vice Chairmen shall have such powers and perform such other duties as from time to time may be prescribed by the Board of Directors

E. Vacancies

If the office of Chairman becomes vacant, the position will be occupied by any one of the Vice-Chairmen as may be agreed upon by consensus.

ARTICLE X -- MEETINGS

The Board of Directors will meet annually to synchronise with the Annual Conference to be hosted by a Member-Institution. The Executive Committee Meetings could be held as many times as may be required, at the venues mutually convenient to the Hosting Member Institutions.

ARTICLE XI. AMENDMENTS

The Articles to this Agreement may be added to, amended, or repealed by the Board of Directors of the IFFTI by consensus failing which by draw of lot at a meeting called by the Board of Directors.

ARTICLE XII -- INDEMNIFICATION OF DIRECTORS AND OFFICERS

The IFFTI to the fullest extent is permitted by applicable law to indemnify its Directors and Officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the IFFTI or other entity) by reason of the fact that such Director or Officer is or was a director or officer of the IFFTI or is or was serving at the request of the IFFTI as a director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefits plans), against expenses (including, but not limited to, attorneys' fees and costs), judgements, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided. Persons who were directors or officers of the IFFTI prior to the date this Article is approved, but who do not hold such office on or after such date, shall not be covered by this Section.

ARTICLE XIII. CONFLICT OF**INTEREST**

Any member or officer of the Board shall reveal any conflict of interest or any duality of interest, and this shall be recorded in the official minutes of the meeting.

ARTICLE XIV. MISCELLANEOUS**A. Transfer of Funds**

Any two persons, being Chairman, CEO, or any one of the Vice Chairman, shall have the joint authority to execute such form of transfer and assignment as may be customary or necessary to constitute a regular transfer of any monies standing in the name of the IFFTI. The funds of the IFFTI shall be deposited in such banks, trust companies, insured savings and loan associations, insured savings banks or other institutional depositories as may be designated by the Executive Committee with the consent of the Board.

B. Execution of Legal Instruments

The Chairman, CEO, any one of the Vice Chairmen or any other person designated by the Board of Directors or the Executive Committee shall have authority individually to execute and acknowledge on behalf of the IFFTI contracts, legal documents or other instruments in connection with the operations of the IFFTI. The CEO or other officer designated by the Board of Directors shall have authority to attest the same and to affix the corporate seal thereto upon proper resolution of the Board of Directors.

C. Notices

Notice by mail shall be deemed given at the time when same shall be mailed.

D. Action By Consent

Any action required or permitted to be taken at any meeting of the Board or any committee may be taken without a meeting if a written consent to such action is signed by all members of the Board or the committee, as the case may be, and such written consent is filed with the minutes of its proceedings.

E. Corporate Seal

This shall depict the International character of the IFFTI, and to have an

acceptable logo / emblem which should be attractive and convey the objectives of the IFFTI.

F. Framing of Bye-laws

The preparation of bye-laws is to be entrusted to the Secretariat under the guidance and supervision of the CEO and he shall place the same before the Executive Committee / Board of Directors for approval.

SIGNATARIES TO THE AGREEMENT

- i. Melbourne Institute of Textiles, Australia
- ii. Sydney Institute of Technology, Australia
- iii. Universidade Anhembi Morumbi, Brazil
- iv. China Textile University, China
- v. The Hong Kong Polytechnic University, China
- vi. Institut Francais de la Mode, France
- vii. National Institute of Design, India
- viii. National Institute of Fashion Technology, India
- ix. Domus Academy, Italy
- x. Bunka Women's University, Japan
- xi. Hogeschool van Amsterdam, The Netherlands.
- xii. De Montfort University, UK
- xiii. London College of Fashion, UK
- xiv. The Nottingham Trent University, U K
- xv. Fashion Institute of Technology, USA
- xvi. Philadelphia College of Textiles & Science, USA
- xvii. University of Technology, Sydney, Australia
- xviii. Temasek Polytechnic, Singapore
- xiv. Shenkar College, Israel
- xx. Polimoda, Italy

**LIST OF DELEGATES FOR THE
CONFERENCE
HELD ON 9 –11 NOVEMBER, 1998 AT NEW DELHI**

SL.	NAME OF THE PERSON	NAME OF THE INSTITUTE	SIGNATURE
1.	MR. SHYAMAL GHOSH	Chairman of the Conference	
2.	PROF. DAVID ELSON	The Nottingham Trent University, UK	
3.	MS. JULIE PINCHES	“	
4.	MRS. BRENDA SPARKES	“	
5.	MS. JANICE MEE	De Montfort University, UK	
6.	MS. NATASHA CELATI	Domus Academy, Italy	
7.	MR. NICHOLAS HUXLEY	Sydeny Institute of Technology, Australia	
8.	MS. ANNE NORMOYLE	“	
9.	MS. ELIZABETH ROUSE	London College of Fashion, UK	
10.	MR. BEN AARTSEN	Hogeschool van Amsterdam, The Netherlands	
11.	MS. MARIE JOSE GROTEHUIS	“	
12.	MR. WILLEM SCHOUTEN	“	
13.	MR. AMNON ARMONI	Institut Francais de la Mode, France	
14.	MS. VERONIQUE DELIGNETTE SCHILLING	“	
15.	MR. AIRTON EMBACHER	University Anhembi Morumbi, Brazil	
16.	MR. MARK MADDEN	Melbourne Institute of Textiles, Australia	
17.	DR. M. GOVINDRAJ	Melbourne Institute of Textiles, Australia	

18.	PROF. M. RENZULI	Fashion Institute of Technology, USA	
19.	PROF. EDWARD NEWTON	The Hong Kong Polytechnic University, Hong Kong	
20.	MR. RAYMOND AU	“	
21.	PROF. KIM LIEW	“	
22.	MS. GAIL TAYLOR	“	
23.	MR. HU XUACHAO	China Textile University	
24.	PROF. ZHANG WEIYUAN	“	
25.	PROF. HUANG YUANQING	“	
26.	MRS. WU MEIFEN	“	
27.	PROF. MACHIKO MIYOSHI	Bunka Women's University	
28.	MS. YOSHIDA KAYO	“	
29.	MS. JULIA RAATH	University of Technology, Sydney	
30.	MR. VIKAS SATWALEKAR	National Institute of Design, India	
31.	MR. S. SETHURAMAN	“	
32.	MR. HIMADHRI GHOSH	“	
33.	MR. L.V. SAPTHARISHI	National Institute of Fashion Technology, India	
34.	MS. JOSEPHINE LOH	Temasek Polytechnic, Singapore	