

AGREEMENT

ARTICLES OF AGREEMENT, made and entered into at Thiruvananthapuram on this [REDACTED] BETWEEN The Governor of Kerala (hereinafter referred to as "the Government") represented by the Additional Secretary, Higher Education Department of the one part and the [REDACTED] (hereinafter referred to as "the Educational Agency") which expression shall, when the context so admits, include also its legal heirs, representatives, executors, administrators and assigns represented by [REDACTED] of the OTHER PART.

WHEREAS, the Educational Agency is the owner and it is in full control and management of the college mentioned and described in the schedule hereto (hereinafter called the "Institution/s") together with all properties movable and immovable belonging or pertaining to the Institution/(s);

AND WHEREAS, the Educational Agency and the Government have agreed to certain terms and conditions with regard to the appointment of staff, admission of students, collection of fees and some other matters relating to the conduct and management of the affairs of Institution (s) as herein contained.

[REDACTED]

[REDACTED]

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NOW THESE PRESENTS WITNESSES AND IT IS HEREBY
MUTUALLY AGREED AS FOLLOWS:-

1. The Educational Agency shall obtain the prior sanction of the Government for starting new institutions and for introducing new courses, departments in the institution besides getting University affiliation/ approval.
2. The Institution shall not encourage directly or indirectly propaganda calculated to bring hatred, ill will, ridicule or contempt of the beliefs or practice of any religion.
3. Direct payment of salary shall be stopped by the Government to such extent as may be deemed appropriate if the Management takes part in agitation directed against the authority of the Government or inculcate opinions leading to excite among the students the feeling of disloyalty or disaffection towards the Government.
4. The institution shall introduce National Cadet Corps, National Service Scheme etc if so directed by the Government.
5. The Government shall not be liable to pay salary to the staff of the institution during periods of strike direct or indirect, by members of the staff of the institution.
6. 25% of seats in hostels, if any, attached to the institution shall be reserved for Schedules caste/ Tribe students.
7. The Educational Agency shall allow the accounts and registers of the institution together with its endowments and trust accounts, its establishment, time table and other registers for inspection and audit by such officers deputed by the Government, or by the Director of Collegiate Education, the Zonal Deputy Director of Collegiate Education or the Accountant General and to furnish such returns as may be required by the Government, or by the Director of Collegiate

Education, the Zonal Deputy Director of Collegiate Education or the Accountant General, as the case may be.

8. The Government shall have the discretion to refuse direct payment of salary to any teaching or non teaching staff who is unqualified or who is considered unfit to hold the post after due enquiry by the Government or by the Director of Collegiate Education in consultation with the University.
9. The accounts and registers of the institution shall be audited by a Chartered Accountant and in the event of any objection in audit by the officers deputed by Government, or by the Director of Collegiate Education, the Zonal Deputy Director of Collegiate Education or the Accountant General being upheld, the Management shall refund the excess payments made by the Government or settle the objections in the matter as the Government may decide or direct.
10. The Government shall be liable for direct payment of salary only to staff as may be admissible as per the workload and the fixation of staff approved by the University in the case of teaching staff and by the Director of Collegiate Education in the case of non teaching staff.
11. Appointments/ promotions of teaching and non teaching staff made otherwise than in accordance with the provisions of the University Act and the Statutes, Ordinance, Regulations etc issued thereunder and the terms and conditions of the Agreement shall not be admitted for direct payment of salary to persons so appointed/ promoted.
12. The Educational Agency shall cause to collect tuition fees including fines, if any, from the students admitted or to be admitted to the institution only at the rates prescribed by the University from time to time.
13. The Educational Agency shall cause to collect through the Principal of the institution on or before the date prescribed according to the rules in each month, the tuition fees prescribed and fines imposed on the students and remit all such accounts to the credit of the Government in

the Treasury at [REDACTED] in such manner as may be prescribed by the Government from time to time. The amount collected on a day shall be remitted in the said treasury within the next four working days.

14. The Educational Agency shall cause to collect from the students such special fees at such rate as may be prescribed by the University from time to time.

15.(i) The Educational Agency shall cause to remit all fee collections other than those mentioned in clauses 12 and 13 in the Treasury at [REDACTED] in a separate account opened in the name of the Principal of the institution. Such remittance shall be made within the next four working days after collection. The Principal shall be competent to draw money from this account and incur necessary expenditure on the items for which such fees were collected.

(ii) The Special fee collected for a purpose shall be utilized only for the purpose for which it is intended and for no other purpose.

(iii) The special fee collected from the students of a college under the Educational Agency shall be utilized only for the purpose of that College and not for the purpose of any other College.

16. No fees other than those authorized under this agreement shall be collected from the students of the institution.

17. There shall be a Committee for the selection of teaching staff for the institution (hereinafter referred to as "the Committee for selection of Teaching staff")

18. (i) All future appointments to the teaching staff of the institution whether provisional or permanent, shall be made by the Educational Agency only from a list of persons prepared by the Committee for selection of Teaching staff

- (ii) The Committee for selection of teaching staff shall consist of the following members namely:-
- (a) Two representatives of the Educational Agency.
 - (b) One member nominated by the Educational Agency from amongst the categories of Principals or Heads of Departments or Professors in the Institution with the concurrence of the University of Calicut (hereinafter referred to as "the University)
 - (c) One member chosen by the Educational Agency from among the officers of the Government of the category of Secretaries to Government and or District Collectors providing however that, if for any reason the Government consider that the officer chosen by the Educational Agency cannot be deputed to the Committee, the Educational Agency shall choose another officer from among the same categories.
 - (d) One expert to be chosen by the Educational Agency from a subjectwise list of Experts prepared by the University consisting of not less than five members. The list of experts shall be made available to the Educational Agency on its request at the beginning of each academic year. If the Educational Agency considered that the list is insufficient, it may request for more names from the University and the University shall as far as possible, furnish more names.

19. A representatives of the Educational Agency appointed under sub clause (a) of clause 18(11) or the representative of the Educational Agency appointed under sub clause (b) thereof as may be decided by the Educational Agency shall be the Chairman and the Convener of the Committee for selection of Teaching staff.

20. The Committee for selection of teaching staff shall meet as often as is necessary.

21. The quorum for the meeting of the committee for selection of teaching staff shall be three and shall include the Government officer chosen under sub clause 2(c) of Clause 18 and the University expert under sub clause 2(d) of clause 18. If the meeting fixed for a day cannot be held for want of quorum or owing to the absence of one or both of the aforesaid members, the meeting shall stand adjourned and shall be held on the same day in the following week in the same place and time and the meeting shall then be considered valid even if either or both of the aforesaid members are not present. If the Government Officer or the University representative is likely to be absent on leave or otherwise, so as to make him likely to be unable to attend two consecutive meeting of the Committee, he shall intimate the Educational Agency and Government/University sufficiently early and it shall be the duty of the Educational Agency to nominate substitutes, in the Committee in the manner prescribed under clause 18(2) (b) or clause 18(2)(c) as the case may be and no further meeting of the Committee shall be held until such substitute (s) are nominated and notice of next meeting is given to the substitute (s) nominated.

22. The members of the Committee for selection of Teaching staff shall hold office for a period of one academic year commencing from 1st June and ending on 31st May.

23. The Educational Agency shall have the option to have all the members of the teaching staff selected purely on merit from candidates of all communities or to reserve every alternative vacancy or fifty per cent of the vacancies for being filled on the basis of merit from among the [redacted] Community/ Religion and in their absence from among the candidates of [redacted] Community/Religion [redacted]

24. There shall be a committee for selection of Non teaching staff for the institution (hereinafter referred to as "the Committee for selection of Non teaching staff)



25. All future appointment to the non teaching staff of the institution whether provisional or permanent shall be made by the Educational Agency only from a list of candidates prepared by the Committee for selection of Non teaching staff.

26. The Committee for selection of non teaching staff shall consists of the following members namely:-

(a) Two representatives of the Educational Agency and

(b) One member chosen by the Educational Agency from the officers of the Government of the cadre of Revenue Divisional Officer and or Deputy Collectors provided, however, that if for any reason Government consider that the officers chosen by the Educational Agency cannot be deputed to the Committee, the Educational Agency shall choose another officer to the Committee from among the same cadre.

27. One of the representatives of the Educational Agency under sub clause (a) to clause 26 as may be decided by the Educational Agency shall be the Chairman. The Committee shall meet as often as necessary. A decision of the Committee will be valid only if, at least two members of the Committee are present, of which one shall be the members deputed by Government.

28. The members of the Committee for selection of Non teaching staff shall hold office for a period of one academic year from the date of their assumption of office as such.

29. All future admission of students to the institution shall be on the following basis namely:-

(a) Fifteen per cent of the total number of students in each College under the Educational Agency shall be reserved for students belonging to the

Scheduled Caste and five percent for Scheduled Tribes. Those seats, which cannot be filled on this basis, shall be filled on the basis of merit from among Backward Minority Communities.

(b) Twenty percent seats shall be set apart for [REDACTED] for each sanctioned courses. Those seats which cannot be filled from the above quota shall be filled on the basis of merit from among Backward ^{Minority} Communities. [REDACTED]

(c) Forty percent of the seats shall be filled up by selection on the basis of merit.

(d) The remaining Twenty percent seat shall be filled up by the Educational Agency by candidate of its choice.

Explanation I- Backward Minority Community under this sub clause means The Communities mentioned as items II, III and IV of the Annexure to the G.O(P) 208/66/Edn dated 2nd May 1966.

Explanation II- Backward Community Means - All the communities included in the Annexure to the G.O(P) 208/66/Edn dated 2nd May 1966.

Explanation III- Other Backward Community Means - The communities included as items IV and V to the Annexure to the G.O(P) 208/66/Edn dated 2nd May 1966.

30. The list of students selected on the basis of merit and [REDACTED] shall be published on the notice board of the institution specifying also the marks secured by each student.

31. The Government shall disburse directly through the Principal of the Institution to the teaching and Non teaching staff of the institution their pay and allowances due to them and which accrue from [REDACTED]

32. The Government shall not be liable for any claims of the teaching and Non teaching staff of the institution towards their pay and allowances or Provident Fund or Gratuity or any other account whatsoever in respect of any period upto [REDACTED] except and to the extent herein provided.

33. The scale of pay of the staff will be as admissible to each category in Government service. Their pay and grade will be regulated based on the length of service put in by them. Higher start, if any, given by the Management will not be admitted while regulating their pay admissible to each category for purpose of direct payment.
34. Any grant or any concession if any received by the Educational Agency from Government or University shall be discontinued with effect from [REDACTED] and the Educational Agency shall be eligible to receive from Government only the payments provided for in this agreement.
35. The Government shall pay the Educational Agency a grant towards contingency expenditure for each academic year. The grant for the college shall be fixed by the Government calculated as per capita figure with a ceiling both to be worked out and fixed for each category of students, namely:-

Degree - Arts and Science
Post Graduate - Arts and Science

Of this grant, 50% will be paid in advance in April or May and the rest paid before the end of the year. If on audit it is found out later that any excess is paid on this account, such excess will be adjusted in the grant to be paid for the subsequent period.

36. The Government shall pay the Educational Agency every academic year a grant towards maintenance and repairs of the College calculated on the basis of a per capita figure with the help of the Public Works Dept, with a ceiling to be worked out and fixed by Government separately with reference to the Degree and Post Graduate classes. Of this grant, 50% will be paid in advance in April or May and the rest paid before the end of the year. If on audit it is found out later that any excess is paid on this account, such excess will be adjusted in the grant to be paid for the subsequent period.

37. The Government shall pay a grant towards Library and Laboratory based on the norms worked out in consultation with the Universities.
38. The decision of the Government regarding the amounts payable to the Educational Agency under clauses 37 and 38 shall be final and binding on the Educational Agency.
39. The Educational Agency shall be responsible and liable for the due and prompt observance of the compliance with all the terms and conditions of this Agreement except those which are to be observed by the Government.
40. In case the Educational Agency commits breach of all or any of the terms and conditions herein contained, the Government shall have the power and authority to stop, discontinue or withhold all or any of the payments to the Educational Agency and or to the staff under those presents and also to recover from the Educational Agency the amounts found due to the Government under this Agreement.
41. If it is found at any time that any wrong payment has been made by the Government to the Educational Agency by mistake or otherwise, the Educational Agency shall refund the same to the Government immediately on demand.
42. (a) In this Agreement, the term Institution(s) wherever it is used shall, unless the context otherwise requires, mean and include all Arts & Science Colleges including Home science Colleges which are and which may thereafter come under the ownership or management or control of the Educational Agency.
- (b) In this Agreement the term Educational Agency means any persons or body of persons who or which owns, controls, maintains and manages one or more private colleges.
43. All sums found due to the Government under or by virtue of this Agreement shall be recoverable from the Educational Agency and its properties movable and immovable, under the provisions of the Revenue Recovery Act for the time being in force, as though such

sums are arrears of Land Revenue and also in any other manner as the Government may deem fit.

44. This Agreement is executed in duplicate, the original shall be with the Government and the duplicate copy with the Educational Agency. The executants hereof on behalf of the Educational Agency namely [redacted] hereby declare and they have full powers and authority to execute these presents on behalf of [redacted] by virtue of the power vested in them under the by-laws of the Committee.

IN WITNESS WHEREOF Sri. [redacted] for and on behalf of the Educational Agency namely [redacted] and the Additional Secretary to Government in the Higher Education Department for and on behalf of the Governor of Kerala have hereinto set the hands the day and year first above written.

[redacted] In the presence of [redacted] Additional Secretary to Govt. Higher [redacted]

SCHEDULE

(Here enter names and other details of the Colleges and Educational Agency) (To be entered before putting the Signature)

[Redacted]

Signed by Sri

for and on behalf of ...

In the presence of witnesses:

- (1) [Redacted]
- (2) [Redacted]

Signed by [Redacted]

Additional Secretary to Government, Higher Education Department
for and on behalf of the Government of Kerala.

Additional Secretary
Higher Education Department
Government of Kerala
Thiruvananthapuram
Ph: 2518745

In the presence of witnesses:

[Redacted]