

AGREEMENT.





ARTICLES OF AGREEMENT made and entered into this the eighteenth day of February of one thousand nine hundred and Seventy five Between the Government of Kerala (hereinafter referred to as "The Government") of the one part and Mother Borromeo, Provincial, Congregation of Mother of Carmel, Provincial House, Ernakulam (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) of the other part;

WHEREAS the Educational Agency is the owner of and is in full control and management of the Private Training College/ mentioned and described in the Schedule hereto (hereinafter called the "Institutions") together with all properties movable and immovable belonging or appertaining to the Institutions.

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 the Institutions as herein contained and those contained in G.O.(MS) No.133/73/Edn. dated 4-9-1973 (hereinafter called the said order) a copy of which forms part of this agreement as if incorporated herein.

Now Those presents witness and it is Here by Mutually agreed as follows:-

1. The Educational Agency shall cause to collect tuition fees including fines, if any, from the students admitted or to be admitted to the institutions only at the rates prescribed by the University/Government from time to time.

2. The Educational Agency shall cause to collect through the Principal of the institution on or before the date prescribed and fines imposed on the students and remit all such amounts to the credit of the Government in the Treasury at Ernakulam in such manner as may be prescribed by the Government from time to time. The amounts collected in a day shall be remitted in the said treasury within the next 4 working days.

3. The Educational Agency shall cause to collect from the students such special fees at such rates as may be prescribed



NO. 8853

10/2/75

Value Rs. 3.

Sold to Mother Broomer. f.  
Pernimerul House. Esma

M. N. Anandavally

M. N. ANANDAVALLY,  
DISTRICT COURT VENDOR,  
ERNAKULAM,  
COCHIN-682011.



4. (i) The Educational Agency shall cause to remit all the collections other than those mentioned in clauses i and 2 in the Treasury <sup>at</sup> 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 utilised 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 utilised only for the purpose of that college and not for the purpose of any other college.

5. No fees other than those authorised under this agreement shall be collected from the students of the Institution.

6. 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").

7. (1) 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.

(2) 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 Kerala (Hereinafter referred to as "the University");
- (c) One member chosen by the Educational Agency from among officers of the Government of the Category of Secretaries to Government and or District Collectors; provided 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 subject wise 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 considers 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.

8. A representative of the Educational Agency appointed under sub-clause (a) of Clause 7 (2) or the representative of the Manager appointed under sub-clause (b) thereof as may be



9. The Committee for Selection of Teaching Staff shall meet as often as is necessary.

10. 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 7 and the University expert under sub-clause 2(d) of clause 7 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 is 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 meetings 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 7(2) (b) or clause 7(2) (c) as the case may be and no further meeting of the Committee shall be held until such Substitutes are nominated and notice of next meeting is given to the Substitutes nominated.

11. 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:

Provided that the Members of the Committee for Selection of Teaching Staff for 1974-75 shall hold office from the date of their assumption of office as such and shall continue till the 31st day of May 1975 (inclusive).

12. 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 alternate vacancy or fifty per cent of the vacancies for being filled on the basis of merit from among candidates of the Catholic Community/ Religion to be specified here) Community, Christian Religion. But subject to this condition appointment shall be made, only according to the rank of the candidates included in the panel prepared by the committee.

13. There shall be a committee for selection of Non-teaching staff for the Institutions (hereinafter referred to as "the Committee for Selection of Non-Teaching staff").

14. All future appointments to the non-teaching staff of the Institutions 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.

15. The Committee for selection of Non-teaching staff shall consist 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 Officers 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



16. One of the representatives of the Education Agency under-sub-clause (a) to clause 15, 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 2 members of the Committee are present, of which one shall be the member deputed by Government.

17. 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.

18. All future admission of students to the Institutions shall be on the following basis, namely:-

- each
- i. Twenty per cent of the total number of students in ~~each private training~~ colleges under the Educational Agency shall be reserved for students belonging to the scheduled Castes and Scheduled Tribes. These seats which cannot be filled up on this basis shall be filled up on the basis of merit from among backward minority communities in case the college is run by a backward minority community and from among other backward communities in all other cases.
  - ii. Ten/~~Twenty~~ per cent of the seats shall be reserved for the students of the Catholic Community (here enter the names of the community to which the college belongs). These seats will be filled up strictly on the basis of merit from among the students of the said community.
  - iii. Fifty five/~~fortyfive~~ per cent of the seats will be filled up by open selection on the basis of merit. (Fifty five percent will apply to colleges of forward communities and fortyfive percent will apply to those of Backward communities.
  - iv. The remaining seats will be filled up by the Educational Agency by candidates of its own choice.

Explanation 1. 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 e 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 in the Annexure to the G.O.(P) 208/66/Edn dated 2nd May 1966.

19. The list of students selected on the basis of merit shall be published on the notice board of the institution specifying also the marks secured by each student.

20. The Government shall disburse directly through the principal of the Institutions to the teaching and non-teaching staff of the Institution their pay and allowances due to them and which accrue from 1-6-1974



21. The Government shall not be liable for any claims of the teaching and non-teaching staff of the Institution (s) towards their pay and allowances or Provident Fund or Gratuity of any other account whatsoever in respect of any period prior to June 1974 except and to the extent herein provided.

22. The pay and allowances paid to the teaching and non-teaching staff of the Institution(s) for the month of March, a 1974 will be adopted as the pay and allowances of the respective members of the staff for the period from June 1974. Pay fixation already made by the Educational Agencies according to rules will be accepted for the purpose. Any arrears due to the staff on account of fixation of pay, increments, etc., for the period from June 1974 will be paid by the Government after these claims are worked out by the Director of Collegiate Education and approved by the Government.

23. All existing members of teaching and non-teaching staff of Private Training colleges as on the rolls on 31-3-1973 will be given direct payment of salaries subject to the condition contemplated in the scheme of Direct payment and this agreement. The Director of Collegiate Education will fix the staff pattern in respect of the non-teaching staff of each private training college. The universities will fix the staff pattern of the teaching staff of each college. The Educational Agencies shall not make fresh appointment to the staff even if posts exist pending fixation of staff pattern.

24. The payment of grant-in-aid that was being made to the Educational Agency by the Government under the Grant-in-aid code and all other payments shall be discontinued with effect from 1-6-1974 and the Educational Agency shall be eligible to receive from Government only the payments provided for in this agreement.

25. The Educational Agency shall refund to the Government any excess payment that has been made to the Educational Agency towards the grant-in-aid for any of the previous years, if and when such excess is found after the audit of accounts for the year concerned.

26. The Educational Agency shall discharge all liabilities relating to the period prior to 1st June, 1974 in respect of the arrears of salary, allowances, provident fund and all other claims of the teaching and non-teaching staff of the Institution(s) and also in respect of all dues to the Government and the Universities even if such liabilities are detected later.

27. The Government shall pay the Educational Agency a grant towards contingency expenditure for each academic year. The grant for each college or group of colleges shall be fixed by Government calculated on a per capital figure with a ceiling both to be worked out and fixed for each category of students.

Of this grant, 50 per cent 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.



28. The Government shall pay the Educational Agency every academic year a grant towards maintenance and repairs for ~~each college or group of colleges~~ <sup>for each college</sup> calculated on the basis of a per capita figure with the help of the Public Works Department, with a ceiling to be worked out and fixed by Government separately. Of this grant, 50 per cent 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.

29. The Government shall pay a Grant towards Library and Laboratory based on the norms worked out in consultation with the Universities.

30. The decision of the Government regarding the amounts payable to the Educational Agency under clauses 26 27 and 28 shall be final and binding on the Educational Agency.

31. The Educational Agency shall be responsible and liable for the due and prompt observance of and compliance with all the terms and conditions of this Agreement and in the said order except those which are to be observed by the Government.

32. In case the Educational Agency commits breach of all or any of the terms and conditions herein contained on these contained in the said order 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.

33. 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.

34. a. In this Agreement, the term 'Institution wherever it is used, shall, unless the context otherwise requires, mean and include all private training colleges which are and which may hereinafter come under the ownership or management or control of the Educational Agency.

b) In this agreement, the term 'Educational Agency' means any person or body or persons who or which owns, controls maintains and manages one or more private training colleges.

35. The rules for direct payment of salaries of the staff of private Arts & Science colleges referred by Government from time to time shall apply for the purpose of direct payment of salaries to the staff of Private Training Colleges.

36. 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 in any other manner as the Government may deem fit



37. This agreement shall be deemed to have come into force with effect from 1-6-1974.

38. This agreement is executed in duplicate, the original shall be with the Government and the duplicate copy with the Educational Agency.

39. The executant hereof, on behalf of the Educational Agency namely the Congregation of Mother of Carmel, Ernakulam, hereby declare that she has full power and authority to execute these presents on behalf of the Congregation of Mother of Carmel, Ernakulam, by virtue of the Power vested in her under Cl. 18 of the Constitution of the Congregation of Mother of Carmel.

In Witness Where of Mother Borromeo for and on behalf of the Educational Agency namely Congregation of Mother of Carmel and the Secretary to Government in the ..... Department for and on behalf of the Governor of Kerala have herunto set their hands the day and year first above written.

SCHEDULE

ST. JOSEPH TRAINING COLLEGE FOR WOMEN, ERNAKULAM.

M. Borromeo

Signed by Mother Borromeo for and on behalf of the Congregation of Mother of Carmel.

In the presence of witness:

1. Sr. Mary Lina  
Principal, St. Joseph Training College for Women,  
Ernakulam Cochin.
2. Abraham KM  
Lecturer in English, St. Joseph Training College for Women,  
Ernakulam Cochin 682011.

Signed by Shri ..... Ernakulam Cochin 682011

Secretary to Government .....

Department for and on behalf of the Governor of Kerala

In the presence of Witness:

1.

2.