



12-7-72
ARTICLES OF AGREEMENT made and entered into this the twelfth day of October one thousand nine hundred and seventy two BETWEEN THE Governor of Kerala (Hereinafter referred to as "The Government") of the one part and His Excellency Rt.Rev.Dr.Thomas Tharayil, Bishop of Kottayam (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;

6/6/79
WHEREAS the Educational Agency is the owner of and is in full control and management of the Colleges, 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;

NOW THESE PRESENTS WITNESS and it is Hereby 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

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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 Institutions.

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

7. (1) All future appointments to the teaching staff of the Institutions, 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 Institutions with the concurrence of the University of Kerala (hereinafter referred to as "the University");

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- (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 consider 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 decided by the Educational Agency shall be the Chairman and the Convener of the Committee for Selection of Teaching Staff.

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

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16. One of the representatives of the Educational 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:-

- (a) Twenty percent of the total number of students in each college under the Educational Agency shall be reserved for students belonging to the Scheduled Castes and Scheduled Tribes. These seats which cannot be filled on this basis shall be filled 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.
- (b) Ten percent of the seats shall be reserved for the Knanaya Catholic Community. These seats will be filled strictly on the basis of merit from among the students of the said community.
- (c) Fifty per cent of the seats will be filled up by open selection on the basis of merit.
- (d) The remaining seats will be filled by the Educational Agency by candidates 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 -

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against the Grant-in-aid for 1971-72 payable in 1972-73.

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 1-6-1972 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 Government agree to reimburse to the Educational Agency the pay and allowances paid by the Educational Agency to the teaching and non-teaching staff of the Institutions for the period from 1st June, 1972 to 31st August 1972 on the Government being satisfied that the period of study lost during the said period has been or is made good by the Educational Agency.

27. The Educational Agency shall discharge all liabilities relating to the period prior to 1st June, 1972 in respect of the arrears of salary, allowances, provident Fund and all other claims of the teaching and non-teaching staff of the Institutions and also in respect of all dues to the Government and the Universities even if such liabilities are detected later.

28. 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 capita figure with a ceiling both to be worked out and fixed for each category of students, namely:-

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Pre-Degree	Arts
Pre-Degree	Science
Degree	Arts
Degree	Science
Post Graduate	Arts
Post Graduate	Science

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 the Educational Agency every academic year a grant towards maintenance and repairs for each college or Group of Colleges 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 with reference to the Arts Section and the Science Section, Junior Classes, Degree Classes and Post-Graduate Classes. 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.

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

31. The decision of the Government regarding the amounts payable to the Educational Agency under clauses 26, 27 and 28

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shall be final and binding on the Educational Agency.

32. 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, except those which are to be observed by the Government.

33. 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 These Presents and also to recover from the Educational Agency the amounts found due to the Government under this agreement.

34. 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.

35. (a) In this Agreement, the term 'Institutions' wherever it is used, shall, unless the context otherwise requires, mean and include all Arts and Science 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 colleges.

36. All sums found due to the Government under or by virtue of this Agreement shall be recoverable from the Educational Agency

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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, also in any other manner as the Government may deem fit.

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

The executant hereof as the Educational Agency namely His Excellency Rt.Rev.Dr. Thomas Tharayil, Bishop of Kottayam hereby declares that he has full powers and authority to execute these presents in his own right, by virtue of the power vested in him as the Bishop of Kottayam.

In witness Whereof His Excellency Rt.Rev.Dr.Thomas Tharayil, Bishop of Kottayam as the Educational Agency, namely Rt.Rev.Dr.Thomas Tharayil, Bishop of Kottayam and the Secretary to Government in the Education department for and on behalf of the Governor of Kerala have hereunto set their hands the day and the year first above written.

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SCHEDULE

1. Bishop Chulaparambil Memorial College for Women, Kottayam.
2. St. Stephen's College, Uzhavoor.

Signed by + *T. Tharayil*

His Excellency Rt. Rev. Dr. Thomas Tharayil, Bishop of Kottayam

In the presence of witnesses:-

- (1) Rev. Fr. Peter Poochakkattil,
Bishop's House, Kottayam.

Peter Poochakkattil

- (2) Rev. Fr. Joseph Karottukunnel,
Bishop's House, Kottayam.

*J. Karottukunnel**P. K. Umaswankar*Signed by Shri.....P. K. UMASHANKAR.....Secretary to GovernmentEDUCATION.....

Department for and on behalf of the Governor of Kerala.

In the presence of Witnesses:-

- (1) Shri N. Sukumaran Nair, Sr. Grade Asst.
Higher Education (P) Dept

N. Sukumaran Nair

- (2) Shri T. C. Sreedharan Pillai, Sr. Grade Asst.
Higher Education (F) Dept.

T. C. Sreedharan Pillai