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GOVERNMENT OF KERALA

No. 7694/D2/77/.LEdn Higher Education (D) Dept., Trivandrum, Datad:

From

The Spl. Secretary to Government.

. The Managery the Diolese & Rollayon ... Colleges ... Under the Diolese & Rollayon - Kollayon The Callistic Bishop's thousand

Sir,

Sub: - Private colleges - Direct payment - execution of agreement-duplicate copy of the agra ment returning of.

Ref: Letter No. Sil dul 12 -- [0- 22 :

I am to return herewith the duplicate copy of the agreement executed by the Educational agency with the Government . Please acknowledge receipt.

> Yours faithfully, P. Viswanathan Nair Under Secretary for Spl.Secretary to Government

Approved for issue

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Section Officer.

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Principal U.S. TO



ARTICLES OF AGREEMENT made and entered into this the twelth day, of October one thousand nine hundred and seventy two HETWEEN THE Governor of Kerala (Hereinafter referred to as "The Government") of the one part and His Excellency Rt.Rev.Dr. Thomas Tharayil, Bishop of Kottayem (hereinafter referred to as "the Educational Agency) which exprension 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 Colleges, mentioned and described in the Schedulo 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 PRECENTS WITNESS and it is Hereby Rutually Agreed as Follows:-

1. The Educational Agency shall cause to collegt tuition fees including fines, if any, from the students admitted or to be + 7. Thanky

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admitted to the Institutions only at the rates prescribed by the University from time to time.

- 2. The Educational Agency shall cause to collect through the Principals of the institutions 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 amounts to the credit of the Government in the Treasury at Kottayan in such manner as may be prescribed by the Government from time to time. The amounts collected on a day shall be remitted in the said Treasury within the next4 working days.
- 3. The Educational Agency shall cause to collect from the students such special fees at such rates as may be prescribed by the University from time to time.
- 4. (i) The Educational Agency shall cause to remit all fee collections other than those mentioned in clauses 1 and 2 in the Treasury at Kottayam in a separate account opened in the name of the Principals of the Institutions. Such remittance shall be made within the next four working days after collection. The Principals shall be competent to draw money from this account and incur necessary expenditure on the items for which such fees were collected.
- (11) The special fee collected for a purpose shall 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.
- 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. (i) All future appointments to the teaching staffof 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.
- (A) 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 chose 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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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 con-Lidered valigd even if either or both of the aforesaid members is not present. If the Government officer or the University expertance stime is likely to be absent on leave or otherwise, so me 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 Educationaly Agency to mominate substitute/s 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 Substitute (s) are nominated and notice of the next meeting is given to the Substitute (s) so nominated.

it. 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 Nay.

Provided that the Nembers of the Committee for Selection of Teaching Staff for 1972-73 shall hold office from the date of their assumption of office as such and shall continue till the 31st day of May 1973 (inclusive).

12. The Educational Agency shall have the option to have all the members of the teaching staff selected purely on merit from

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candidates of all communities or to reserve every alternate vacancy or fifty per cent of the vacancies for being filled on the basis of morit from among candidates of the Knanaya Catholic Community.

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")

It. 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 Mon-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 another officer to the Committee from among the same cadre.

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16. One of the representativesof 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 asoften 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 Covernment.

17. The members of the Committee for Selection of Non-teaching staff shall held office for a period of one academic year from the date of their assumption of office as such.

16. 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 a smong 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 porcent of the peats shall be reserved for the Knanaya Catholic Commanity. 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, 1960.

Explanation II. Backward Community mount .

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All the Co munities 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 in the Annexure to the Q.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 Institutions specifying also the marks secured by each student.
- 20. The Government shall disburse directly through the Principals of the Institutions to the teaching and non-teaching staff of the Institutions their pay and allowances due to them and which accrue from 1-9-1972.
- 21. The Government shall not be liable for any claims of the teaching and non-teaching staff of the Institutions towards their pay and allowances or Provident Fund or Gratuity or any other account whatsoever in respect of any gring period prior to September 1972, except and to the extent herein provided.
- 22. The pay and allowances paid to the teaching and nonteaching staff of the Institutions for the month of March, 1972 will be adopted as the pay and allowances of the respective members of the staff for the period from September 1972. Any arrears due to the staff on account of fixation of pay, increments, etc. for the period from September, \$1972 will be paid by the Govt.after these claims are worked out by the Director of Collegiate Education and approved by the Government.
- 2). The Covernment shall pay an advance to the Educational Agency towards Grant in aid for 1971-72 a sum not exceeding fifty per cent of the amount of Grant-in-sid admitted for 1970-71 in respect of the Institutions. This advance amount shall be adjusted

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

24. "The payment of grant-in-sid that was being made to the Educational Agency by the Government under the Grant-in-sid 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 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 reinburse to the Educational Agency the pay and allowances paid by the Educational Agency to the toaching and non-teaching staff of the Institutions for the period from lat 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 lat 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 Education 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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of this grent, 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

- 29. The Government shall pay the Educational Agency every academic year a grant towards maintenance and repairs for each collegs 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 sepretely with reference to the Arts Section and the Scaence Section, Junior Glasses, Dagree Classes and Post-Graduege 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 Covernment 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 payhet ble 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 respondible 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 paymente to the Educational Agency and/or to the staffunder These Presents and also to recover from the Educational Agency f 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 mintake or otherwise, the Educational Agency shall refund the same to the Government immediately on demand.

35. (a) Infthis 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 egreement, the term 'Educational Agency' means any person or body or persons who or which owns, controls, maintains and manages one or more prigate 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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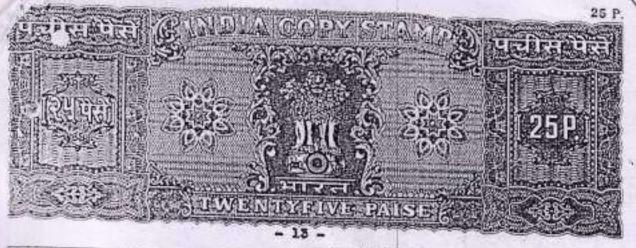
and its properties movable and immovable, under the provisions of the Revenue Recovery Act for the time being in force, as though such sums are arrears of Land Hovenue, also in any other manner as the Government may deem fit.

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

The executant heroof 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 Lottayam as the Educational Agency, namely Rt.Rev.Dr. Thomas Tharayil, Bishop of Kottayan and the Scretary 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. Thoray il

His Excellency Rt.Rev.Dr.Thomas Therayil, Bishop of Kottayan

In the presence of witnesses:-

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

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

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Signed by Shri.....P.K.DW&SU&UK&R.....

Secretary to Government PDUCETION......

Department for and on behalf of the Governor of Kerala.

In the presence of Witnesses:-

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

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

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