



AGREEMENT

ARTICLES OF AGREEMENT made and entered into this
the day of One
thousand nine hundred and ninety five BETWEEN THE Governor
of Kerala (hereinafter referred to as "the Government" of
the one part and the
. (hereinafter referred to
as "the Educational Agency" which expression shall, when
the context, so admits, include also its legal heirs, re-
presentatives, executors, administrators and assigns of
the other part.

WHEREAS the Educational Agency is the owner and it is in
full control and management of the college/colleges mentioned
and described in the Schedule hereto (hereinafter called "the





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Institution/s") together with all properties movable and immovable belonging or pertaining to the Institution(s).

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 Institution(s) as herein contained.

Now THESE PARTIES witness and it is hereby mutually Agreed as follows:-

1. The Educational Agency shall obtain the prior sanction of Government for starting new institutions and for introducing new course-departments in the institution besides getting University affiliation/approval.

2. The institution shall not encourage directly or





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indirectly propaganda calculated to bring, hatred, illwill, ridicule or contempt of the beliefs or practice of any religion.

3. Direct payment of salary shall be stopped by Government to such extent as may be deemed appropriate if the management takes part in agitation directed against the authority of Government or inculcate opinions leading to excite among the students the feeling of disloyalty or disaffection towards Government.

4. The institution shall introduce N.C.C. National Service Scheme as directed by 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.

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6. 25% of seats in hostels, if any, attached to the institution shall be reserved for Scheduled 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, timetable and other registers for inspection, and audit by such officers deputed by the Government, the Director of Collegiate Education, Special Deputy Director of Collegiate Education or the Accountant General and to furnish such returns as may be required by the Government, the Director of Collegiate Education, the Special Deputy Director of Collegiate Education or the Accountant General, as the case may be.

.. 5.



8. Government shall have the ^{direction}~~direction~~ 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, 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 manner as the Government may decide or direct.

10. 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. Appointment/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 ^{amounts} accounts to the credit of the Government in the Treasury at KOSHI/KOYILANDI 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. 1) The Educational Agency shall cause to remit all the fee collections other than those mentioned in clauses 12 and 13 in the Treasury KOSHI/KOYILANDI in a separate account opened in the name of the Principal of the Institution. Such remittance shall be made within the next four days after collection. The Principal shall be competent to draw 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.

16. No fees other than those authorised 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/ M.S. University. (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

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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 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. The representative of the Educational Agency appointed under sub-clause (a) of clause 18 (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.

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 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 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 substitutes 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 of 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 candidates of the **ISWA/ THIYA** (Name of the community/Religion to be specified here) Community/Religion.

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 appointments 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 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.

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) Twenty per cent 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. Those 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) ~~Twenty per cent of the seats shall be reserved~~ *Scheduled Caste and ST DP 4050m College, Kumbhari*
for college belongs. ~~These seats will be filled strictly on the~~
R. D. Jankar Memorial S. DP 4050m (Hill) Senior College, Kumbhari

~~basis of merit college belongs).~~ These seats will be filled strictly on the basis of merit from among the students of the said community.

c) ~~*This/~~Forty per cent of the seats will be filled up by open selection on the basis of merit.

d) The remaining seats will be filled up by the Educational Agency by candidate of its 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 to the G.O.(P) 208/66/Edn. dated 2nd May 1966.

Explanation III- Other backward Community means:-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 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 June 1995,

from the date of their appointment - - - - -

* This will apply to forward community colleges.

** This will apply to backward community colleges.

32. The Government shall not be liable for any claims of 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 to *prior to the date of the appointment* except and to the extent herein provided.

33. The pay and allowances paid to the teaching and non-teaching staff of the institution prior to the introduction of the Direct payment scheme, will be adopted as the pay and allowances of the respective members of the staff for the period from ~~June-1995~~, *the date of their appointment*.

Any arrears due to the staff on account of fixation of pay, increments etc for the period from *the date of their appointment* will be paid by the Government after these claims are worked out by the Director of Collegiate Education and approved by the Government.

34. 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.

35. Any grant or any concession if any received by the Educational Agency from Government or University shall be discontinued with effect from *the date of sanction* ~~June-1995~~ . . and the Educational Agency shall be eligible to receive from Government only the payments provided for in this agreement.

36. The Educational Agency shall discharge all liabilities relating to the period prior to *the date of sanction* ~~the date of sanction~~ in respect of the arrears of salary, allowances, provident fund and all other claims.

of the teaching and non-teaching staff of the institution and also in respect of all dues to the Government and the University even if such liabilities are detected later.

37. 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 Government calculated as per capita figure with a ceiling both to be worked out and fixed for each category of students, namely:-

Pre-Degree - Arts and Science.

Degree - Arts and Science.

Post Graduate - Arts and 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.

38. 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 department, with a ceiling to be worked out and fixed by Government separately with reference to the Pre-degree, degree 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.

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

40. The decision of the Government regarding the amounts payable to the Educational Agency under clauses 36, 37 and 38 shall be final and binding on the Educational Agency.

41. 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.

42. 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 for to the staff under those presents and also to recover from the Educational Agency the amount found due to the Government under this Agreement.

43. 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.

44. a) In this Agreement, the term Institution(s) wherever it is used shall, unless the context otherwise requires, mean and include all Arts and 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 person or body of persons who or which owns, controls, maintains and manages one or more private colleges.

45. 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.

46. This agreement is executed in duplicate, the original shall be with Government and the duplicate copy with the Educational Agency. The executants here of, on behalf of the Educational Agency namely General Secretary, S.M.P. Yogam... hereby declare and they have full powers and authority to execute these presents on behalf of the S.M.D.P. Yogam Kollam, by virtue of the power vested in them under Rule 23 of the Rules of the S.M.P. Yogam (Copy of the resolution of the Board of Directors of S.M.P. Yogam appended)

47. This agreement will be deemed to have come into force with effect from 1.5.1975. In witness whereof Sri K. Gopinathan for and on behalf of the Educational Agency namely the S.M.D.P. Yogam, Kollam. and the Secretary to Government in the Higher Education Department for and on behalf of the Government of Kerala have here in to set the hands this day and year first above written.

1. Mahodaran Ayyappan ^{SECRETARY} S.M.D.P. Yogam College, Kollam.
2. B. Sankar Memorial S.M.D.P. Yogam Arts & Science College, Koyilandi, Calicut.

Signed by K. Gopinathan for and on behalf of the S.M.D.P. Yogam, Kollam.

In the presence of witnesses:

1. Mr. K. V. Mahesh Babu, Co-ordinator, Trivandrum.
2. K. Raja, Secy. to Higher Education Dept., Govt.

Signed by Sri.

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

In the presence of witnesses:

1.
2.

B. G. Gopalakrishnan
Secretary to Government, Higher Education Department
Government of Kerala

SECRETARY TO GOVT.
HIGHER EDUCATION DEPARTMENT
TRIVANDRUM

