



കേരളം KERALA

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**Direct Payment Agreement executed by the  
Government and the Educational Agencies**

Articles of Agreement made and entered in to this the 23rd  
July 2015 Between

The Governor of Kerala (hereinafter referred to as "The Government"  
which expression shall unless it be repugnant to the content or meaning thereof  
be deemed to mean and include its successors and assigns) represented by  
Shri. Erin Zachariah, Additional  
Special Secretary to Government, Higher Education Department of the one part  
and

Erin Zachariah  
Additional Secretary  
Higher Education Dept.

C.K. Narayanan

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Sobhanabumani

11298

19/6/15

ASTHAMANGALAM  
VENDOR  
SOBHANAKUMARI

Sriekumara Guradava  
Educational & Charitable Trust



Shri.C.K.Narayanan, Secretary, Sreekumaragurudeva Educational & Charitable Trust (SECT), Reg.No.IV/21/2015,P.R.D.S.Head Office, Sreekumar Nagar, Eraviperor. P.O, Thiruvalla, Pathanamthitta Dist.PIN 689542 (hereinafter referred to as the "Educational Agency", which expression shall, when it be repugnant to the content or meaning thereof be deemed to mean and 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 schedule hereto (hereinafter called the "Institutions" ) together with all properties moveable and immovable belonging or appertaining to the institution.

AND WHEREAS, as per G.O.(M.S)No.160/2014/H.Edn. dated 11/04/2014 Government have accorded sanction in principle to Sreekumaragurudeva Educational & Charitable Trust (SECT) ,PRDS Head Office, Sreekumar Nagar, Eraviperor.P.O,Thiruvalla,Pathanamthitta Dist.for starting an Aided Arts & Science College at Amarapuram,Changanacherry, Kottayam Dist.(hereinafter referred to as "the College") with the following courses from the academic year 2014-15 namely,

1. BA English with journalism and Intellectual History of Modern World
2. BA Economics with Mathematical Economics and Mathematics for Economic Analysis
3. B.Com with Co-Operation
4. B. Sc Mathematics with Physics and Statistics

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, 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 admitted to the institution only at the rates prescribed by the Government/ University from time to time.
2. 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 the fines imposed on the student and remit all such amounts in to the credits of the Government in the treasury at Changanacherry, Kottayam Dist., in such manner as may be prescribed by the Government from time to time. The amounts collected on a day shall be remitted in to the said treasury within the next four 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 clause 1 & 2 in the sub treasury at Changanacherry 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 purposes.

(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.

5. No fees other than those authorized 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. (i) All future appointments to the teaching staff of the Institution, whether provisional or permanent shall be made by the Educational Agency only from the 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 Mahatma Gandhi University ( herein after 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 an officer from 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(ii) 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 (ii) (c) of clause 7 and the University expert under sub clause (ii) (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 earlier and it shall be the duty of the Educational Agency to nominate substitute(s) in the Committee in the manner prescribed under clause 7(ii)(b) or clause 7(ii)(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.

11. The Members of the Committee for Selection of Teaching Staff shall hold office for a period of one academic year commencing from 1<sup>st</sup> June and ending on 31<sup>st</sup> May.
12. The Educational Agency shall have the option to have all members of the teaching Staff selected early on merit from candidates of all communities or to reserve every alternate vacancy or fifty percent of the vacancies for being filled on the basis of merit from among candidates of the Scheduled Castes Scheduled Tribes and Other backward Communities (here enter the name of community to which the college belongs).
13. 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).
14. 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.



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 another Officer to the Committee from among the same cadre.

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 two 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 Institution 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 Scheduled Caste, Scheduled Tribes and Other Backward Communities (here enter the name of the Community to which the college belong).

(c) These seats will be filled strictly on the basis of merit from among the students of the said community.

(c) Fifty percent of the seats will be filled 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 item II, III and IV of the Annexure to the G.O(P)208/66/Edn. dated 2<sup>nd</sup> May 1966.

Explanation II: Backward Community means all the communities included in the Annexure to the G.O(p)208/66/Edn. dated 2<sup>nd</sup> May 1966.

Explanation III: Other Backward Community means the communities included as item IV and V in the Annexure to G.O(p)208/66/Edn. dated 2<sup>nd</sup> 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 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 the Government calculated on a per capita figure with a ceiling. Both to be worked out and fixed for each category of students, namely:

|        |         |
|--------|---------|
| Degree | Arts    |
| Degree | Science |

Of this grant fifty percent 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.

21. 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, Degree Classes. Of these grant fifty percent 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.

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

23. The decision of the Government regarding the amount payable to the Educational Agency under clause 20 shall be final and binding on the Educational Agency.

24. 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.

25. 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 amount found due to the Government under this agreement.

26. 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.

27. (a) In this agreement, the term "Institution" wherever it is used, shall, unless the context otherwise requires, means and includes 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 of persons who or which owns, controls, maintains and manages one or more private colleges.

28. 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 Kerala Revenue



Recovery Act 1968 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.

29. This Agreement is executed in duplicate; the original shall be with the Government and the duplicate copy with the Educational Agency.

The Executants hereof, C. K. Narayanan, Secretary, on behalf of the Educational Agency namely Sree Kumara Guru Deva Educational & Charitable Trust (SECT) Reg. No. IV/21/2015, PRDS Head Office, Sreekumar Nagar, Eraviperor P O, Thiruvalla, Pathanamthitta. PIN- 689542, Kerala, hereby declare that they have full powers and authority to executive These Presents on behalf of the power vested in them under the letter of authority dated 21/01/2015 issued by the above mentioned Educational Agency.

IN WITNESS WHEREOF, the parties here unto have set their hands to these presents on the day, month and year first above mentioned.

Signed by Shri... *Finny Zachariah* ..... (sd)

In the presence of the witnesses

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Signed by Shri. C.K.Narayanan

In the presence of the witnesses

(sd)

1 *F. Ravindra Babu* (sd)

2 *M.A. Thampi* (sd)

ANNEXURE:

- 1.G.O.(MS)NO.160/2014/H.Edn.dated 11/04/2014
- 2.Schedule

SCHEDULE

P.R.D.S. College of Arts & Science  
Amarapuram,  
Changanacherry,  
Kottayam Dist.

Signed by. C.K.Narayanan

For and on behalf of Sree Kumara Guru Deva Educational & Charitable Trust  
(SECT )

In the presence of the witnesses

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