

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

AG 166600

पंजाब PUNJAB

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU for short) made this the 23rd January, 2020 between Kendriya Vidyalaya Sangathan (hereinafter referred to as the Sangathan) of the one part and IIT Ropar, Punjab (hereinafter referred to as the IIT Ropar) of the other part, whereby it is agreed as follows:

1. That in consideration of the resolution no. BG27/R16/27/430 dated 26.06.2018 passed by the (Party of the other part i.e.) IIT Ropar, Punjab that the Sangathan may open and manage a KV at IIT Ropar Campus and in consideration of the terms of the said resolution, the Sangathan is prepared to open and manage a KV at IIT Ropar.
2. That the (party of the other part i.e.) IIT Ropar shall bear all costs of opening and running the KV at IIT Ropar Campus.
(The concerned Ministry, through its Secretary shall also convey their concurrence to the Memorandum of Understanding through a separate letter).
3. That the (Party of the other part i.e.) IIT Ropar shall provide suitable accommodation to start the Vidyalaya.
4. That the Sangathan shall provide teaching and non-teaching staff after the KV is opened at IIT Ropar Campus.
5. That it is the bounden duty of the (other part i.e.) IIT Ropar to provide the entire infrastructure necessary to start functioning the KV at IIT Ropar Campus such as furniture, building, fixtures etc.
6. That for running of KV at IIT Ropar Campus, the IIT Ropar agrees to bear all recurring expenditure such as pay and allowances of the staff engaged / employed in

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the KV and contingency expenditure besides the overhead charges, development charges, the non-recurring expenditure pertaining to various heads of account including furniture, laboratory equipments, games and sports, library, audio-visual aids etc. the administrative overhead charges from the sponsoring project authorities will be charged @ 15% of the actual expenditure of the Project Vidyalaya. The party of the other part will deposit the amount required for six months by the Vidyalaya in **Escrow Account as a security**. Further, the annual requirement of the Vidyalaya will be deposited in the Bank Account of the Vidyalaya in two advance installments in the month of April and October. In case of failure to deposit the money, in advance, in the Vidyalaya's Account, the Sangathan will operate the Escrow Account for transfer of funds. In case the Project authorities fail to remit the funds and there is a delay in disbursement of salary to the staff of the KV. The Project authorities shall be liable for payment of penal interest @ 2% per month.

7. That the Sangathan shall admit the children of the employees of the party of the other part according to the priority prescribed under the admission guidelines of the Sangathan as amended from time to time and that the decision of the Sangathan regarding the implementation of the provision of the Admission guidelines shall be final and binding between the parties. It is further provided that should there be any vacancy existing after admitting the wards of Project employees. Such vacancies will be filled up according to the priority of Sangathan's norms.
8. That the pattern of teaching and syllabi for studies of the children in the KV at IIT Ropar Campus shall be decided by the Sangathan.
9. That the services of teaching and non-teaching staff of the KV IIT Ropar shall be regulated in accordance with the rules of the Sangathan as framed / adopted or amended from time to time with the approval of the Competent Authority of Sangathan.
10. That it is the bounden duty of the party of the other part to provide 100% residential accommodation to the staff of the Sangathan on payment of licence fee charges for water and electricity at the same rate as applicable in case of the employees of the part of other part, viz. IIT Ropar and the expenses incurred for providing such accommodation and maintenance thereof shall be borne by the party of the other part.
11. That the Sangathan shall constitute the Vidyalaya Management Committee as per the provisions of Education Code for Kendriya Vidyalayas.
12. That in case, the part of the other part fails to comply with all or any of the commitments given hereinabove, the Sangathan is free to take such decision as may suit its convenience and such decision shall be final, binding upon the party of the other part. However, it is provided that KV IIT Ropar shall not allowed to be closed for the breach committed by the party of the other part and in case such a situation arises, it shall be the duty on the part of the other part to pay damages and keep the Sangathan indemnified.
13. It is further provided that should there be any difference of opinion arising out of the implementation of the present MOU, the decision of the Commissioner, KVS shall be final.



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14. It is also provided that in case of any dispute arising out of this MOU, the same shall be referred to a sole arbitrator for his/her decision as per the law in force and the appointment of the sole arbitrator shall be carried out by the Commissioner, KVS whose decision in this regard will be final and binding between the parties.

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ANNEXURE-I (PS)


SPECIMEN RESOLUTION TO BE PASSED BY THE BOARD OF DIRECTORS/ MANAGEMENT OF THE GOVERNMENT OF INDIA UNDERTAKING / INSTITUTION OF HIGHER LEARNING FOR OPENING OF A KENDRIYA VIDYALAYA UNDER PROJECT SECTOR SCHEME

Resolve that the Kendriya Vidyalaya Sangathan may open a Kendriya Vidyalaya at INDIAN INSTITUTE OF TECHNOLOGY a unit office of the MHRD (name of the Government of India Undertaking / Institution of Higher Learning).

2. Further resolved, that the IIT Ropar (name of the G.O. I undertaking / Institution of Higher Learning) will bear the entire cost i.e. recurring and on-recurring expenditure including proportionate overhead charges and future development expenditure shall also provide suitable and sufficient land, buildings, furniture, equipment etc. and residential accommodation for the staff of the proposed Kendriya Vidyalaya.

3. Further resolved that IIT Ropar (name of the opening Undertaking / Institution) will abide by all the terms and conditions as briefly laid down in the Kendriya Vidyalaya Sangathan Office and Kendriya Vidyalaya Sangathan rules and regulations as amended from time to time.

4. Further resolved that IIT Ropar (name of the G.O.I Undertaking / Institution of Higher Learning) will abide by the enclosed Memorandum of Understanding executed between IIT Ropar (name of the G.O.I. Undertaking / Institution of Higher Learning) and KVS.


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