

MEMORANDUM OF UNDERSTANDING.

The Memorandum of Understanding (MOU for short) made this the _____ (day & month) of _____ (Year) between Kendriya Vidyalaya Sangathan (hereinafter referred to as the Sangathan) of the one part and _____ (hereinafter referred to as the _____) of the other part, whereby it is agreed as follows:

1. That in consideration of the resolution dated _____ passed by the (Party of the other part i.e.,) _____ that the Sangathan may open and manage a KV at _____ and in consideration of the terms of the said resolution, the Sangathan is prepared to open and manage a KV at _____.

2. That the (party of the other part i.e.) _____ shall bear all costs of opening and running the KV at _____.

(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.,) _____ shall provide suitable temporary accommodation to start the Vidyalaya if permanent building is not available and shall provide adequate land as per requirement of the Sangathan and shall construct the building upon the said land (more fully described in the schedule attached hereto) for opening of the KV by the Sangathan.

Contd....

4. That the Sangathan shall provide teaching and non-teaching staff after the KV is opened at _____.
5. That it is the bounden duty of the (other part i.e.,) _____ to provide the entire infrastructure necessary to start functioning the KV at _____ such as furniture, building, fixtures etc.
6. That for running of KV _____, the _____ agrees to bear all recurring expenditure such as pay & allowances of the staff engaged/employed in 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 instalments in the month of April & 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.

Contd.....

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 _____ shall be decided by the Sangathan.
9. That the services of teaching and non-teaching staff of the KV _____ 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 rates as applicable in the case of the employees of the party of the other part, viz. _____ 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 party 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 _____ shall not be 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.

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.

Contd....

15. This MOU will be in force for a period 10 years from the date of execution and will be renewed subject to satisfactory fulfillment of terms and conditions of the MOU.

(Kendriya Vidyalaya Sangathan)
(Party of the one part)

(Party of the other part)

Witnesses:

1. _____

1. _____

**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 UNDEP PROJECT SECTOR SCHEME**

Resolved that the Kendriya Vidyalaya Sangathan may open a Kendriya Vidyalaya at _____ a unit office of the _____ (name of the Government of India Undertaking/Institution of Higher Learning).

2, Further resolved that the _____ (name of the G.O.I. undertaking / Institution of Higher Learning) will bear the entire cost i.e. recurring and non- recurring expenditure including proportionate overhead charges and future development expenditure, and 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 _____ (name of the opening Undertaking / Institution) will abide by all the terms and conditions as briefly laid down in the Kendriya Vidyalaya Sangathan Office letter No.- _____ date _____ and Kendriya Vidyalaya Sangathan rules and regulations as amended from time to time.

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

**KENDRIYA VIDYALAYA SANGATHAN
(ADMN. -I SECTION)**

**NORMS FOR OPENING NEW KENDRIYA VIDYALAYA IN THE CAMPUSES
OF PUBLIC SECTOR UNDERTAKING / INSTITUTIONS OF HIGHER
LEARNING**

Proposals are very often received from the Public Sector Undertakings for opening Kendriya Vidyalaya in their campuses. These proposals can be considered if, the following pre-requisites are satisfied and the concerned department agrees to abide by the standard terms and conditions given below:

I PRE-REQUISITES:

The Kendriya Vidyalayas are meant to serve the educational needs of the children of transferable employees so that their education may not be disrupted owing to a change in their medium of instruction, consequent upon their parents' transfer from one linguistic region to another. Accordingly the transferability condition is central to the opening a Kendriya Vidyalaya. Keeping in this in view, the pre-requisites which should be satisfied for opening a Kendriya Vidyalaya in the campus of Public Sector Undertaking/Institute of Higher Learning are given below: -

1. The Public Sector Undertaking should have branches/offices in the different linguistic regions.
2. The employees of the Department should be (de-facto) transferable from one branch office to another and to Headquarters.
3. When there is a concentration of at least 500 employees of the Govt. of India Undertaking, and when there are at least 200 children (500 children in the case of big cities) willing to be enrolled in different classes of the proposed Kendriya Vidyalaya to begin with.
4. No alternative educational facilities should be available at the station.
5. The Public Sector Undertaking/Institutions of Higher Learning shall bear all the recurring and non recurring expenditure on the proposed Kendriya Vidyalaya.
6. The Department shall provide, free of cost, suitable land and building for housing the Vidyalaya.
7. The Department shall provide, free of cost, land and building for the future development of the Vidyalaya.

8. The Department shall provide all equipment, free of cost to the Vidyalaya.
9. The Department shall provide suitable residential accommodation to the teaching and other supporting staff on the same basis and at the same rates as prescribed by it for its own employees.
10. The proposed Kendriya Vidyalaya shall be administered and governed in accordance with the rules of the Sangathan, as amended from time to time.
11. The Sangathan shall not admit any liability towards the staff and students of any existing school running inside the campus of the Department.
12. The children of the employees of the Department will get first priority in matters of admission. However, the children belonging to the eligible categories will be considered against seats available after accommodating the children of the employees of the Department.

SURVEY REPORT FOR THE OPENING OF NEW KENDRIYA VIDYALAYA1. Location :

Name & full address with pin code : _____
 of the station where Vidyalaya is _____
 to be opened. _____

- i) Place : _____
 ii) Post Office : _____
 iii) District & Distt. Headquarter : _____
 iv) State : _____
 v) Nearest Railway Station : _____
 (Distance from the place of _____
 location of the School _____
 invariably be indicated) _____

2. Bank facilities : _____
 (Indicate the name of the nearest _____
 Bank and the distance from the _____
 Kendriya Vidyalaya.) _____

3. Security arrangements for keeping : _____
 cash in the school premises. _____

4. a) Name of the Sponsoring authority : _____

b) Full name , designation, address, : _____
 telephone No. etc. of the official _____
 competent to take decision on _____
 behalf of the sponsoring authority/ _____
 who should be addressed in _____
 connection with the proposal _____

II. BUILDING AND PLAYGROUND FACILITIES TO BE PROVIDED FOR SCHOOL

1. No. of rooms for classes, library, laboratory, special rooms, Principal's room, staff room etc.(please attach sketch map and indicate the dimensions of various rooms). : _____

2. Facilities for fans and electric and water connections in the room and in the campus. : _____

3. Location of the proposed building and the existing campus with respect to the residential colony in the station : _____

4. Facilities for playgrounds and other open space for the use of students : _____

5. Amount of licence fee, if any chargeable for land, building etc. : _____

III. OTHER PHYSICAL FACILITIES : PROPOSED TO BE MADE AVAILABLE BY THE SPONSORING AUTHORITY IN THE NEAR FUTURE AND THE DATE BY WHICH TO BE MADE AVAILABLE

IV. FACILITIES FOR STAFF :

1. Details of the residential accommodation to be provided to the teachers, non-teaching personnel and terms on which to be made available. Please indicate the particulars of the houses earmarked for the staff : _____

2. Facilities for medical attendance to be made available to the staff : _____

3. Facilities for shopping and purchase : _____
of provisions. _____
4. Facilities for transport, recreation : _____
and entertainment available at the _____
station and terms on which available _____

V. LAND :

1. Any new site of building or school : _____
campus earmarked in the colony/
station. _____
2. Area of the school site earmarked as : _____
above. Please enclose a map
indicating the relative position of the _____
site with respect to the residential _____
colony. _____
3. Feasibility for the free of cost : _____
transfer of land (as per detail
mentioned in terms and conditions) _____
to Kendriya Vidyalaya Sangathan _____
for construction of school building and _____
premises. _____

V.(A) CATEGORIES OF PERSONNEL AT THE STATION AND NEAR ABOUT.

Name of the departments and the :
number of personnel at the station
and near about belonging to the
following categories:-

- a) Transferable Deptt. wise Defence : _____
personnel. _____
- b) Transferable Deptt. wise Central : _____
Govt. employees and Officers of All
India Services. _____
- c) Transferable Deptt. wise Officers : _____
of autonomous bodies/projects/ Public
Undertakings /Corporations. _____
- d) Non-transferable Deptt.wise Defence : _____
personnel of Central Govt. employees/
autonomous bodies/projects/Corporations. _____

NOTE : The word '**transferable**' denotes only those employees who have actually been transferred from the station to another at least once during the preceding 07 years.

VI. AVAILABILITY OF STUDENTS FOR ENROLMENT:

1.

Class	Students on rolls	Students likely to be admitted
I		
II		
III		
IV		
V		
VI		
VII		
VIII		
IX		
X		

2. Distribution of the students in accordance with categories of personnel as indicated in V (A), (a) and (c) above.

- i) _____
- ii) _____
- iii) _____
- iv) _____
- v) _____

VII. FURNITURE AND OTHER TEACHING MATERIALS:

Details of furniture for students and teachers and other teaching materials like black-boards, maps, Lab. Equipments, etc. which will be transferred to KVS free of cost :

VIII SCHOOLING FACILITIES IN EXISTENCE:

Is there any School in existence, in : _____
the station and/or near about ? If _____
so, the details indicating classes, _____
subjects, medium of instructions, _____
affiliation with Secondary _____
education Board (State/Central) _____
etc. may be given. _____

**IX. FACILITIES OF TRANSPORT TO THE PRINCIPAL IN CASE OF A
BRANCH KENDRIYA VIDYALAYA.**

Facilities for transport at least twice : _____
a week to the Principal of the _____
neighbouring Kendriya Vidyalaya _____
can be made available for visits and _____
inspection of the Branch Kendriya _____
Vidyalaya. _____

**X. IN CASE IT IS PROPOSED TO HAND OVER THE EXISTING SCHOOL
IN THE CAMPUS TO THE KENDRIYA VIDYALAYA SANGATHAN,
PLEASE GIVE THE INFORMATION (IN ADDITION TO THE POINTS
MENTIONED ABOVE) ON THE FOLLOWING POINTS.**

- a) The details of the school : _____
building and campus, number _____
of room etc. _____

- b) Details of furniture for : _____
students and teaching _____
materials, Lab. Equipment, _____
Library books etc. available _____
in the school _____

- c) Statement indicating the : _____
assets of the Vidyalaya both _____
moveable and immovable _____
(attach list) _____

d) Class-wise break up of the students:

Classes	I	II	III	IV	V	VI	VII	VIII	IX	X
No. of students:	__	__	__	__	__	__	__	__	__	__

e) Distribution of the students category-wise:

	<u>Category of eligible personnel</u> (see Para VI above)	<u>No. of students</u>
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____

f) Board to which the school is : _____
affiliated for courses of _____
studies. _____

XI. ANY OTHER INFORMATION/POINT RELEVANT IN REGARD TO THIS PROPOSAL.

(Signature)
Name & designation of the
Officer In charge

**TERMS AND CONDITIONS FOR OPENING OF A KENDRIYA VIDYALAYA IN
THE CAMPUSES OF PUBLIC SECTOR UNDERTAKING/ INSTITUTIONS OF
HIGHER LEARNING**

NOTE: Acceptance of terms and conditions by the sponsoring authority is a pre-condition for the opening of a Kendriya Vidyalaya in the Public Sector/ Institution of Higher Learning. The sponsoring authority is required to submit, in quadruplicate the acceptance and confirmation of the terms and conditions enumerated below:

I. GENERAL

- a) The Sangathan does not take over any existing school
- b) It opens a new Kendriya Vidyalaya of its own with uniform curriculum and pattern of education
- c) The Sangathan does not run KG or Pre-primary classes.
- d) In no case the Sangathan will take the liability of appointing/ absorbing any of the staff member of the existing school in the service of the Sangathan. The existing staff members may, however, apply in response to the advertisement for various categories of posts advertised by the Sangathan from time to time

II. FINANCIAL OBLIGATIONS:

A new Kendriya Vidyalaya may be opened in the campus of a Government of India Undertaking or Institution of Higher Learning, if it agrees to bear the recurring and non-recurring expenditure, including accommodation, land and future developmental facilities as also the proportionate overhead charges on the proposed Vidyalaya

III. LAND AND BUILDING FOR THE PROPOSED KENDRIYA VIDYALAYA

The sponsoring authority will have to provide a suitable piece of land free of cost on which Vidyalaya building/staff quarters/ Hostel/playground will have to be developed and constructed by the sponsoring authority out of its own fund in accordance with Kendriya Vidyalaya Sangathan norms. The requirement of land as per location is given below :-

Free of cost land as defined under two categories viz, (i) Minimum (ii) Desirable, the details of which are as under:

Sl. No.	Location	(i). Minimum requirement (In Acres)	(ii) Desirable extent (In Acres)
I	Metropolitan city	02	04
II	Hilly Areas	04	08
III	Urban Area	04	08
IV	Semi-Urban/ Rural Areas	05	10

The Sponsoring Authority will, however, be liable to provide land as per 'desirable norms' but where that does not become possible despite best efforts, they would be under obligation to make available land at least to the extent of 'minimum norms', free of cost. Demarcation of suitable land at site is pre-requisite for opening of Vidyalaya.

In case of existing building, at least 20 rooms of such sizes as to accommodate at least 40 students per section are required. This accommodation may be sufficient for classes up to V with two sections including consequential expansion of the Kendriya Vidyalaya for 3-4 years. This may also include Principal's room, staff room, library room, office and accommodation for other miscellaneous activities like music, NCC, Scouting and Guiding, SUPW etc. A sketch map of the accommodation indicating the size of the rooms proposed to be provided may be enclosed. Temporary accommodation once provided to house the classes shall not be withdrawn unless KVS is satisfied with alternate arrangements made in this regard by the sponsoring authority.

IV. RESIDENTIAL ACCOMMODATION:

Cent percent residential accommodation will have to be provided on priority basis by the sponsoring authority on the same terms and conditions as applicable to their own staff of corresponding status.

V. ADMISSIONS :

Admissions in Kendriya Vidyalayas are regulated on the sole criterion of the test of transferability of the parent i.e. the number of transfers a parent has undergone during the preceding seven years. The children of the employees who have undergone more number of transfers during the preceding seven years will get preference over these children whose parents have undergone lesser number of transfers during the same period.

i) PRIORITIES TO BE FOLLOWED IN GRANTING ADMISSIONS IN KENDRIYA VIDYALAYS UNDER PUBLIC SECTOR UNDERTAKINGS/INSTITUTE OF HIGHER LEARNING

- a) Children and grand children of employees of the Public Sector Undertakings/ Institutes of Higher Learning which finance the concerned Kendriya Vidyalayas.
- b) Thereafter, the priorities given for Kendriya Vidyalayas under Civil/Defence Sector, as produced below, will follow in the same sequence:-
 - i. Children of transferable Central Govt. employees including ex-servicemen.
 - ii. Children of non-transferable Central Govt. employees including ex-servicemen.
 - iii. Children of transferable and non-transferable employees of Autonomous bodies/Public Sector Undertaking/Institute of Higher Learning.
 - iv. Children of transferable State Government employees.
 - v. Children of non-transferable employees of State Government.
 - vi. Children of transferable and non-transferable employees of Autonomous Bodies/Public Sector Undertakings/Institute of Higher Learning of the State Governments.
 - vii. Children from any other category.

No deviation from the aforesaid admission policy as approved by the Govt. of India will be made. The admissions to the proposed Kendriya Vidyalayas will not, therefore, be automatic. The students will be administered admission test and will be accorded admission to the class for which they are found fit and eligible. Children coming on transfer from other Kendriya Vidyalayas will be automatically admitted.

VI. STAFF:

The entire staff will be appointed by the Kendriya Vidyalaya Sangathan on the scales of pay and terms and conditions prescribed from time to time by the Sangathan.

VII. VIDYALAYA MANAGEMENT COMMITTEE:

The Vidyalaya Management Committee will be constituted in accordance with the pattern prescribed by the Sangathan under the provisions of Article 28 and Article 29 (Chapter-IV) of Education Code for Kendriya Vidyalayas.

VIII. AFFILIATION:

The School will get itself affiliated to the Central Board of Secondary Education, New Delhi at the appropriate time.

- IX.** In the event of violation of the terms and conditions for running the Kendriya Vidyalaya by the sponsoring authority the Sangathan will have the right to take action as per the MOU executed by the Sponsoring Authorities and KVS.
- X.** Further, aforesaid terms and conditions are subject to modification in the light of the directive of Govt. of India/Board of Governors' decision taken from time to time.

The terms and conditions as referred to above are accepted and confirmed.

**SIGNATURE OF SPONSORING
AUTHORITY**