

MEMORANDUM OF UNDERSTANDING BETWEEN
D.A.V. COLLEGE TRUST AND MANAGEMENT SOCIETY,
CHITRAGUPTA ROAD, NEW DELHI
AND STATE GOVERNMENT OF JHARKHAND, WELFARE DEPARTMENT, RANCHI

This agreement made this 19th day April month 2006 between the State Government of Jharkhand, Welfare Department (which expression unless excluded or is repugnant to the context, shall include its successors and assigns) of the one party (I party) and the D.A.V. College Trust and Management Society registered under the Societies Registration Act, 1860 and having its registered office at "New Delhi, hereinafter, referred to as the "Society" (which expression unless excluded, or is repugnant to the context, shall include its successors and assigns) of the other party (II party).

Whereas the Welfare Department has a complex constructed upon 7 acres of land at Ulihatu in the name of Birsa Complex and is keen to provide Educational facilities for the wards and dependents (only boys) of Scheduled Tribes of Jharkhand.

And whereas for achieving this objective the Welfare Department is desirous of ~~setting-up of a English/Hindi Medium Residential Public School~~, for boys in the Birsa Complex at Ulihatu for the benefit of the children belonging to Scheduled Tribes of Jharkhand state.

And whereas with a view to achieve full objective, aims and aspirations behind the opening of Residential schools, the Welfare Department approached the Society, which has been successfully running and managing schools and colleges throughout India, for establishing and running a Public School as stated above in its vicinity.

And whereas it was further mutually agreed to reduce to writing the terms and conditions mutually agreed to, hence this Memorandum of Understanding through Welfare Department, for and on behalf of the State Government and General Secretary, DAV College Managing Committee, New Delhi for and on behalf of the Society, so as to serve as a record for reference hereafter.

Now these presents witnessths :

1. General

- 1.1 That under the terms and conditions, herein after setforth the Society hereby agrees to establish a Boys Senior Secondary Residential School in English Medium from Class I leading to class XII on public school lines in Birsa Complex in a phased manner. The school shall be Government affiliated by the DAV College Managing Committee (D.A.V. C.M.C.) or the Society with the Central Board of Secondary Education, Delhi.
- 1.2 That for getting the school affiliated with the Central Board of Secondary Education, New Delhi, the Welfare Department shall provide a certificate to the effect that the school has been sponsored and is fully financed by the Welfare Department, Government of Jharkhand but its management and administration has been handed over to the DAV College Managing Committee, New Delhi.
- 1.3 That the proposed school shall be named as "BIRSA MUNDA DAV" Residential Public School Under Welfare Department for Boys, Ulihatu, Dist. Ranchi, Jharkhand.
- 1.4 That the school shall be governed and controlled by DAV College Managing Committee, New Delhi through the Local Managing Committee as define in para 2.
- 1.5 That the terms of the agreement shall initially be for a period of 30 (Thirty) years, renewable thereafter for such period as may be mutually agreed upon.
- 1.6 The school will have classes from Std. I to Std. V & will be extended gradually upon XII.
- 1.7 There will be initially not more than 40 students in each class.
- 1.8 All the students will be provided with free residential accommodation in school Hostel.

2. Local Managing Committee

2.1 That the DAV College Managing Committee shall constitute Local Managing Committee (LMC) consisting of the following members for efficient running of the school. The term of the committee shall be three years.

(a) Representative of the Welfare Department including the Chairman who would be Secretary of the Welfare Department of his committee.	3
(b) Representative of the DAV College Managing Committee to be maintained by the DAV CMC.	3
(c) Educationists to be nominated by the DAV CMC	2
(d) Teachers	2
(e) Parents	2
(f) CBSE Nominees	2
(g) Principal of the school as Member Secretary of the LMC	1

2.2 That the Vice-chairman shall be one of the representatives of the DAV College Managing Committee on the LMC.

3. Appointments

3.1 That the DAV College Managing Committee shall appoint the Head of the School whose selection shall be done at the Society's Headquarter in Delhi. The other members of the staff will be selected by an Adhoc Selection Committee, which will be constituted by the DAV College Managing Committee, New Delhi on which there will be one or two representatives of the Welfare Department. The staff will not be the employees of State Government. Their working in this school will not from any basis for their claim of being Government employees in future.

3.2 That the selection of the staff will preferably be done at Ranchi.

3.3 That the members of the staff shall be paid their salaries and allowances etc. as per norms of the DAV CMC.

3.4 That the Head of the school shall be provided free residential accommodation by the Welfare Department in the premises, while the teachers and other staff, subject to availability, shall be provided accommodation on the same terms and conditions as is provided to the employees of the same status of the State Government. The staff and their families will be provided similar medical facilities as are admissible to State Government employees of same status.

3.5 That the staff of the school shall be the employees of the Society and they will be governed by the service rules of the DAV College Managing Committee. In case of termination of any employee, the school shall be compensated by the Management towards the payment, if any which may have to be made to the employees, as per the rules of the DAV College Managing Committee.

3.6 In case of closure of the school at the instant of Welfare Department, the compensated amount shall be paid by the Welfare Department.

4. Admission

4.1 That the admission of the students to the school will be on merit basis on test and interview. Admission will be given to the wards of the Scheduled Tribes of the Jharkhand state only. The wards of school staff can be admitted as a day scholar. The wards of school staff will be given full fee concession (to the maximum of two children) studying in the school. Any instructions of the Welfare Department with regard to admissions will be followed by the Society.

4.2 That the DAV College Managing Committee will charge fees and hostel charges from the wards of the employees of the general caste, if admitted, according to the yardstick fixed by the LMC but from the ST enrolled students the DAV College Managing Committee would not charge the fees and hostel charges.

5. Land, Building and Capital Expenditure

5.1 That the Welfare Department shall handover Birsa Complex comprising of building constructed for the school, hostel and residential complex for the school staff and other necessary infrastructure on lease for 30 years.

5.2. That the Welfare Department shall provide all the amenities like water, electricity, furniture, science apparatus, computers and equipment, library books, sports material-etc. to the school for smooth functioning of the school.

6. Recurring Expenditure

6.1 All the tribal students staying in hostel will be provided with free education, books, clothes, boarding and lodging. The money proposed to be provided for those facilities will be as follows. It can be revised from time to time by DAV CMC.

a) Fooding etc.	Rs.500/- per student per month for 10 months
b) Clothing etc.	Rs.500/- per student for one year.
c) Books, copies etc.	
Class I-V	Rs.600/- per year per student.
Class VI – X	Rs.800/- per year per student.
Class XI-XII	Rs.1200/- per year per student.
d) Soap & washing powder etc.	Rs.50/- per student per month for 10 months
e) Medicines	Rs.100/- per student per year.
f) Library	Rs.25,000/- school per year.
g) Newspaper and Magazines	Rs.10,000/- school per year.

7. Pay and allowances of teachers including GPF etc.

The pay and allowances of teachers including CPF, Pension, Gratuity, Leave Encashment & EDLI, etc. will be paid as applicable to the DAV Employees in other institutions. The share of the management to Provident Fund, Gratuity, Leave Encashment, EDLI and other benefits are to be remitted by the school to DAV CMC regularly each month. The budget for this amount will be prepared by the principal of the school and approved by LMC and D.A.V. College Managing Committee and submitted to the Welfare Department Government of Jharkhand. The Welfare Department will sanction and release the amount to the school in the beginning of the year by bank draft. The utilization certificate of this amount will be submitted by the school every month showing the cumulative expenditure in any particular financial year.

8. Administration and Misc. expenses

The principal of the school will prepare a budget for Administration and Miscellaneous expenditure and will submit the same to the Welfare Department after due approval of LMC and D.A.V. College Managing Committee. Mutually agreed upon will be released to the principal of the school by bank draft on annual basis.

9. Accounts Audit

- 9.1. All the funds of the school shall be deposited in a scheduled or Nationalised Bank.
- 9.2. The second party will establish financial regulations providing in detail, among other things for the purchase of goods and services, receipt custody and accounting procedures.
- 9.3. That the funds of the school and that of the School Hostel shall not be used by the D.A.V. College Managing Committee for any purpose other than that of the school and school Hostel.
- 9.4. That the account of the School and School Hostel shall be audited by the Internal Auditors of the D.A.V. College Managing Committee and by the Chartered Accountants to be appointed by the D.A.V. College

Managing Committee placed before the LMC for their information and necessary action.

- 9.5. Copies of the accounts audited by the Chartered Accountants and their report along with an Annual Report of activities and achievements and utilization certificate of grants received by the second party will be submitted to the first party as soon as possible preferably within 3 months of the closed of the financial year to balance sheet related to the observations of the first party there on and other financial will be duly considered and completed with, if necessary after deliberated in the LMC, by the Second Party.

10. Other Terms and Conditions

- 10.1 That either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, may give a notice of at least two years (Two academic sessions) for termination of the contract.
- 10.2 The second party will receive the assets of the schools and will hand over the assets to the Government after expiry period mentioned in the agreement.
- 10.3 The Second Party will maintain high levels of teaching, discipline and cleanliness in the school premises.
- 10.4 The Second Party shall submit to the State Government report and documents relating to progress.
- 10.5 The State Government Welfare Department reserve the right to supervise the activities of the school & extend is advise to improve the performance of the school.
- 10.6 That the disputes, if any, shall be subject to arbitration if mutual consultation between the Welfare Department and the Society fall to resolve the issue. The decision of the Secretary, Welfare Department, Jharkhand in regard to interpretation and settlement of disputes will be final and binding on the Society.

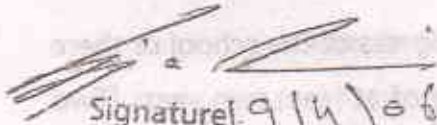
In Witness thereof the Parties have, set their respective hands hereon the
19th day April month and the year 2006
above written.


Signature

Name EHTESHAMUL HAQUE

Designation DEPUTY SECRETARY

(For and on Behalf of the Govt of Jharkhand)


Signature: 19/4/06

Name L. R. Saini Regional Director DAV

Designation Public Schools, Ranchi Zone

(For and on Behalf of the Society) DAV College Managing Committee Chitrag Gupta Road, New Delhi - 110055

Witnesses

1. Nagendra Nath Sinha Signature

Nagendra Nath Sinha, Secretary Welfare Name and Address

Govt. of Jharkhand, Project Building, Dhanuwa, Ranchi

2. [Signature] Signature

Koeniya Minola Name and Address

H. & Post - Anigara, Khunti Ranchi