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

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overnment of India Undertaking/Institution of Higher Learning).			
Further resolved, that the		•	
e, recurring and non-recurring expenditure including proportional	e ove	rhead ufficie	charges int land.
iid down in the Kendriya Vidyalaya Sangathan Or date	onditi fice	ons as	briefly No
nd Kendriya Vidyalaya Sangathan rules and regulations as amended	from 1	ime to	time.
3:O.I. Undertaking / Institution of Higher Learning) will ablu	e by	the e	e of the enclosed
	Further resolved, that the	a un (nan lovernment of India Undertaking/Institution of Higher Learning). Further resolved, that the name of the G.O.I. undertaking / Institution of Higher Learning) will bear e. recurring and non-recurring expenditure including proportionate over and future development expenditure, and shall also provide suitable and suildings, furniture, equipment etc. and residential accommodation for the reposed Kendriya Vidyalaya. Further resolved that	recurring and non-recurring expenditure including proportionate overhead and future development expenditure, and shall also provide suitable and sufficiential accommodation for the staff reposed Kendriya Vidyalaya. Further resolved that pening Undertaking / Institution) will abide by all the terms and conditions as a mid down in the Kendriya Vidyalaya Sangathan Office letter and Kendriya Vidyalaya Sangathan rules and regulations as amended from time to the further resolved that Further resolved that Further resolved that Indicate the function of Higher Learning will abide by the enterpolation of Higher Lea

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:

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:

- 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.
- When there is a concentration of at least 1000 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(Central School) 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.

Contd...2/-

- 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 non-teaching 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 VIDYALAYA

	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	

Contd....2/-

11.	SCHOOL	THES TO BE PROVIDED FOR
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 accomodation 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 :	

Contd...3/-

3.	Facilities for shopping and purchase : of provisions.	
4.	Facilities for transport, recreation : and entertainment available at the station and terms on which available	(A)
٧.	LAND:	
L	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.	
٧.	CATEGORIES OF PERSONNEL AT T	HE 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.	

Contd...4/

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.		Students likely to be admitted	
Class	Students on rolls		
II			
III			
IV	· · · · · · · · · · · · · · · · · · ·		
V			
VI	The second secon	7 7 11	
VII		Zero de la companya della companya della companya della companya de la companya della companya d	
VIII			
IX			
X			

VIII	
IX	
X	
2.	Distribution of the students in accordance with categories of personnel as indicated in V (a) and (c) above.
i) .	
ii)	
iii)	
iv)	
v)	
XIYY	FURNITURE AND OTHER TEACHING MATERIALS:
VII.	of furniture for students
	Details of furniture to and teaching and teachers and other teaching materials like black-boards, maps, Lab. Equipments, etc. which will be transferred to KVS free of cost
	be transferred to 12.

Contd...5/-

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. FACILITIES OF TRANSPORT TO THE PRINCIPAL IN CASE OF A IX. 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. IN CASE IT IS PROPOSED TO HAND OVER THE EXISTING SCHOOL X. IN THE CAMPUS TO THE KENDRIYA VIDYALAYA SANGATHAN, PLEASE GIVE THE INFORMATION (IN ADDITION TO THE POINTS MENTIONED ABOVE) ON THE FOLLOWING POINTS. The details of the school a) building and campus, number of room etc., Details of furniture for 6) students and teaching materials, Lab. Equipment, Library books etc. available in the school Statement indicating the c) assets of the Vidyalaya both moveable and immovable (attach list)

Contd...6/-

	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:
		Category of eligible personnel No. of students (see Para VI above)
		(1)
		(2)
		(3)
		(4)
		(5)
	f)	Board to which the school is : affiliated for courses of studies.
•	ANY	OTHER INFORMATION/POINT RELEVANT IN REGARD TO S 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:

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 (Central School) 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:

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SI. No.	Location	(i). Minimum requirement (In Acres)	(ii) Desirable extent (in Acres)
I	Metropolitan city	02	04 ,
II and	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 provide 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.

ADMISSIONS:

٧.

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.

Contd....3/-

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 exservicemen.
- 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.

TVII. 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.

Contd....4/-

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

> 'B' Wing, Shastri Bhavan New Delhi, the 29th July, 2022

To,

The Commissioner, Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg New Delhi-110016

Subject:- Revision of the Memorandum of Understanding (MoU) for opening of new KVs under Project /IHL Sector.

Madam.

I am directed to refer to KVS's letter No. 11029-8/2014-KVS(HQ)/Admn-I/506 dated 10.03.2022 and mail dated 01.7.2022 on the subject mentioned above and to forward herewith a copy of the approved MoU for opening of project/IHL KVs, to be entered into between the Project/IHL concerned and its administrative Ministry on one part and KVS on the other part.

- 2. KVS is requested to open new KVs in the Project/IHL Sector as per the aforementioned approved MoU and also to intimate all the Project/IHL KVs that have been opened recently to abide by this MoU if the same have been opened on the condition that these KVs will function according to the modified MoU and sign new MoU with them.
- This issues with the approval of the competent authority.

Yours faithfully,

(S.K. Singh)

Deputy Secretary to the Govt. of India

Tele No.: 011-23388037

Encl. as above

Memorandum of Understanding for opening of new Kendriya Vidyalaya under the Project/IHL Sectors

-41	of(year) between Kendriya Vidyalaya Sangathan (hereinaftered to as the Sangathan) and(Central PSU/Institution/IHL
	rned) (The CMD/MD/Head of the PSU/Institution/IHL
ha	concerned representative Union Ministry hereinafter referred to as the
10	soring authority of the other part, whereby it is agreed as follows:-
	, , , , , , , , , , , , , , , , , , , ,
hv	That in consideration of the resolution dated passed by
av	the (Party of the other part i.e.) that the Sangathan may
in	open and manage a Kendriya Vidyalaya at and in
en	consideration of the terms of said resolution, the Sangathan is prepared to oper
	and manage a Kendriya Vidyalaya at
!	That the (Party of the other part i.e.) (Centra
Idi	PSU/IHL concerned) shall bear all costs of opening and running the Kendriya
he	Vidyalaya at (The CMD/MD/Head of the
ect	PSU/Institution/IHL and the Ministry/Department of the concerned Project
na	through its Joint Secretary shall sign the Memorandum of Understanding
he	stating that in the non-compliance/defaulting in commitments by the
he	Central PSU/IHL concerned, the entire expenditure will be borne by the
	concerning administrative Ministry/Department).
-11	That the (Party of the other part i.e.) shall
an	shall the (Party of the other part i.e.)
nd	provide suitable and safe school huilding with adequate space to start and
nd de	provide suitable and safe school building with adequate space to start and further expand the Vidyalaya, as per norms of KVS and shall provide
nd de (2	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms ()
nd de (2	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms (2 to 5 acre) as per requirements of the Sangathan for opening and running ope
nd de (2	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms ()
nd de (2 of	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms (2 to 5 acre) as per requirements of the Sangathan for opening and running of the Kendriya Vidyalaya by the Sangathan.
nd de (2 of	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms (2 to 5 acre) as per requirements of the Sangathan for opening and running of the Kendriya Vidyalaya by the Sangathan. That the Sangathan shall provide teaching and non-teaching staff after the
nd de (2 of the	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms (7 to 5 acre) as per requirements of the Sangathan for opening and running of the Kendriya Vidyalaya by the Sangathan. That the Sangathan shall provide teaching and non-teaching staff after the Kendriya Vidyalaya is opened at
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nd de (2 of the art	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms (2 to 5 acre) as per requirements of the Sangathan for opening and running of the Kendriya Vidyalaya by the Sangathan. That the Sangathan shall provide teaching and non-teaching staff after the Kendriya Vidyalaya is opened at That it is the binding responsibility of the (Party of the other partice.) to provide the entire infrastructure necessary to start
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nd de (2 of the art	further expand the Vidyalaya, as per norms of KVS and shall provide adequate space for playground/ sports facilities etc. as per CBSE norms (2 to 5 acre) as per requirements of the Sangathan for opening and running of the Kendriya Vidyalaya by the Sangathan. That the Sangathan shall provide teaching and non-teaching staff after the Kendriya Vidyalaya is opened at That it is the binding responsibility of the (Party of the other partice.) to provide the entire infrastructure necessary to start
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- 6. That the (Party of the other part i.e.) ------ shall be committed to provide the latest mode of teaching learning equipments/modules/lab equipments/furniture and fixtures/ suitable and safe school building, clean and hygienic environment for school and staff quarters etc.
- 7. That for running of Kendriya Vidyalaya at _______ agrees to bear all recurring expenditure such as pay & allowances of the staff engaged/employed in the Vidyalaya and contingency expenditure, development charges, General Provident Fund(GPF), National Pension System (NPS), etc. contribution and the non-recurring expenditure pertaining to various heads of account including furniture, laboratory equipments, games and sports, library, audio-visual aids, etc. Besides, the Administrative Overhead Charges (AOC) from the (Party of the other part i.e.) _____ will be charged @ 15% of the actual annual expenditure incurred on the Project/Institution/IHL sector Vidyalaya by the Project/Institution/IHL.
- (i) The (Party of the other part i.e.) will deposit the amount required for running of Vidyalaya for six months in Escrow Account of the Vidyalaya as a security. In case the project authorities fail to open ESCROW Account and deposit 6 months salary in advance, KV will not be made functional.
 - (ii) 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 of the respective financial year. The annual requirement of funds will be communicated to the Project Authorities in advance so that requisite funds may be remitted to the school account. 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. The project should recoup the Escrow account within a month's time. In case the (Party of the other part i.e.) ______ fail to remit the funds and there is a delay in disbursement of salary to the staff of the Kendriya Vidyalaya, the project authorities shall be liable for payment of penal interest @ 2% (over and above the prevalent rate of interest on GPF).
- 9. That the Sangathan shall admit the children of the employees of the (Party of the other part i.e.) ——— 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 upon the parties. It is further provided that if there is any vacancy existing after admitting the wards of the concerned project employees, such vacancies will be filled up according to the priority prescribed in the Admission norms/guidelines of the Sangathan.
- The (Party of the other part i.e.) —— shall abide by the norms regarding functioning of KV and can adopt differential fees structure in the Vidyalaya.

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- 11. That the pattern of teaching and schemes of studies for children in the Kendriya Vidyalaya at ______ shall be decided by the Sangathan according to extant policy, National Curriculum Framework(NCF) and other important guidelines of Ministry of Education.
- 12. That the services of teaching and non-teaching staff of the concerned Project/Institution/IHL Sector Kendriya Vidyalaya shall be regulated in accordance with the Rules and Regulations of the Sangathan as framed/adopted or amended from time to time with the approval of the Competent Authority(s).
- 14. That the Sangathan shall constitute the Vidyalaya Management Committee (VMC) as per the provisions laid down in Education Code for Kendriya Vidyalayas according to which Head of the Project/Institute/IHL will be the Chairperson of the VMC.
- 15. In case of the decision of the competent authority of Project/Institute/IHL of not being able to continue financial support to KV/un-viability of Project/Institute/IHL, the concerned Administrative Ministry shall bear the expenditure of running the KV concerned till it is closed down. However, sudden closure of KV shall be avoided in the interest of students and the other stakeholders. In case, the arrangement is not found feasible, the following steps will be observed while closing the KV:
- a. The decision of the Project/Institute/IHL shall be supported by a resolution of the Board of Directorate of the Project/Institute/IHL concerned and concurrence of the administrative Ministry/Department concerned.
- b. The decision of the competent authority of the Project/Institute/IHL shall be communicated to the Commissioner, KVS with due justification at-least one academic year in advance to withdraw class I, VI and XI from the subsequent academic year.
- d. Till the KV is fully closed, the (Party of the other part i.e.) _____ will continue the financial support to Kendriya Vidyalaya concerned reducing the financial commitment (Pay & Allowances etc.) proportionately.
- 16. In the event of invoking clause No. 15, following procedure shall be followed: -

hyp

a. Admission in Class I, VI and XI shall be stopped by KVS from the subsequent academic session initially. No fresh admission shall be permitted in all classes. In five years all classes shall be phased out in the following manner:

(eat as	Classes (1) (incliental (2)	Classes closed	Action required by project author/fles.
Year 1	H. H. IV. V. VI. VII. IX. X. XII. Salah	A Spain Western	Project authorities will inform the Public in advance that class V and X of the current session will have to look for admissions in other schools/KVs (subject to availability of vacancy) in the subsequent academic session.
Year 2	III, IV, V, VIII, IX,	ii, Vii, Xii	
Year 3	FIV V,IX,X	-III, VIII.c	
Year 4	V, X	IV, IX	
Year 5		V & X classes will be closed at the end of the academic year.	

- b. Students of class 5th and 10th shall look for admission in other schools of their choice by the (Party of the other part i.e.) ----- . However, Sangathan will provide them transfer certificate with the provision to take admission in any nearby School/Kendriya Vidyalaya (subject to availability of vacancy).
- c. With the provision of phased manner closure of the Project/ IHL KV concerned,
- the Sangathan will withdraw its staff every year proportionately.

 Before final closure, the (Party of the other part i.e.) ————— will clear all outstanding dues of KVS i.e., Administrative Overhead Charges, Pay & Allowances etc.
- e. KVS on its part will hand over the building and other assets to the project authorities concerned.
- 17. That in case the (Party of the other part i.e.) ----- breaches any clause of the MoU, the sponsoring Ministry/Department of the Project/Institute/IHL concerned shall be liable to clear all the dues of the Sangathan.

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- 18. It is further provided that if any interpretation of any clause of MoU is required, the matter will be referred to Commissioner, KVS, first and in case any further interpretation is required, the decision of the Ministry of Education shall be final.
- 19. It is also provided that in case of any dispute arising out of this MoU, the same shall be referred to 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 Ministry of Education whose decision in this regard will be final and binding upon all parties.
- 20. That (the party of the other part) ————— shall not perform any act which shall defeat the purpose of this agreement or obstruct or hamper the quality and continuous education being imparted to the children.
- 21. This MoU shall be initially in force for a period of 20 years from the date of execution and shall be renewed subject to satisfactory fulfillment of terms and conditions of the MoU. However, if any amendment is required to an extant policy NCF, Act & Rules, it may be reviewed on mutual consensus.
- 22. If the party of the other part fails to comply with the terms of the MoU, it shall not bring about any resolution from its side to defeat the terms thereof and that it shall not seek any remedy in a Court of Law by passing a one sided resolution to make the terms of MoU unworkable. In other words, the party of the other side shall at all times give effect to the terms of MoU and make it workable at any cost and that it shall make all endeavour to find solution to any problem that it might face in accordance with the terms thereof. Failing to adhere to the terms of MoU, the party of the other part shall render itself liable to face such consequences that KVS / Ministry concerned may decide and act thereof.
- (i) (Kendriya Vidyalaya Sangathan)(Party of the one part)
- (ii) (Project/IHL Head) (Party of the other part)

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- (iii) (MD/CMD/Head of PSU/Institutions/IHL)
- (iv) (JS of the concerned Ministry of PSU/Institution/IHL)

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