



केन्द्रीय विद्यालय संगठन  
KENDRIYA VIDYALAYA SANGATHAN  
18, INSTITUTIONAL AREA  
शाहीद जेठ सिंह मार्ग,  
NEW DELHI-110016  
FAX: 26514179 फोन PHONE : 26858570  
Website : [www.kvsangathan.nic.in](http://www.kvsangathan.nic.in)

F.11073-5/2010-KVS/(Admn-1)

Dated 02.2014

The Deputy Commissioner,  
Kendriya Vidyalaya Sangathan,  
Regional Office,  
Chennai.

**Sub:- Regarding signing of Memorandum of Understanding in respect of Kendriya Vidyalaya Neyveli Lignite Corporation, Distt. Cuddalore (T.N.)**

Sir,

I am to refer to the subject cited above and to forward herewith a copy of Memorandum of Understanding between KVS and Director, Neyveli Lignite Corporation duly signed by the Joint. Commissioner (Admn.), KVS.


Encl: As above.

Yours faithfully,

(C.B. Solanki)  
Asstt. Commissioner (Admn.)

Copy to:-

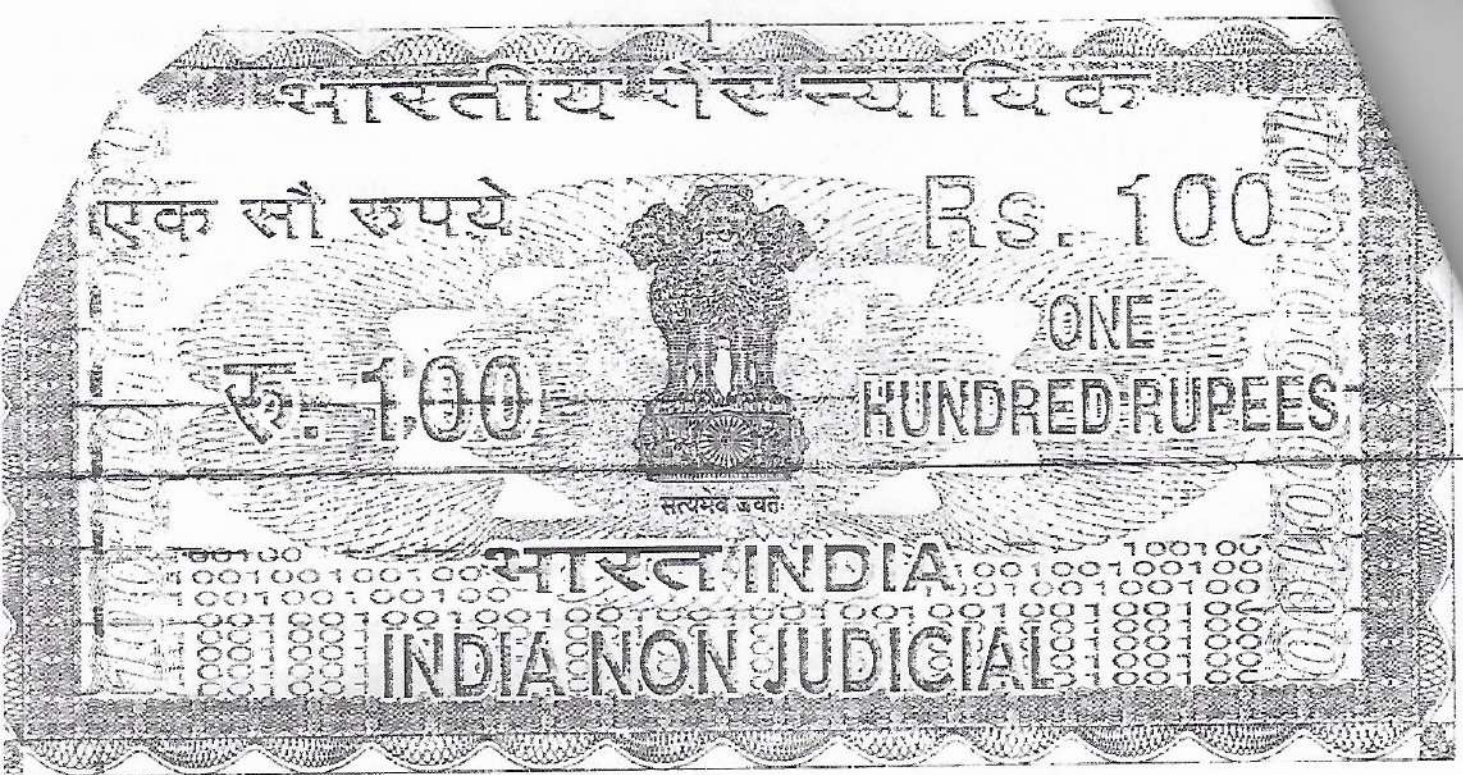
1. The Chairman-cum-Managing Director, Neyveli Lignite Corporation Ltd, Neyveli-607801 (TamilNadu)
- ✓ 2. The Principal, Kendriya Vidyalaya in the campus of Neyveli Lignite Corporation, Distt. Cuddalore (TamilNadu)

  
Asstt. Commissioner (Admn.)

Received on  
1/3/14

  
1/3/14





தமிழ்நாடு தமில்நாடு TAMILNADU  
NLC LTD  
Neyveli

S. Sumathy 141145




MEMORANDUM OF UNDERSTANDING.

The Memorandum of Understanding (MOU for short) made this the 24<sup>th</sup> day of May 2011 between Kendriya Vidyalaya Sangathan (KVS) represented by its Joint Commissioner having Office at 18, Institution Area, Shaheed Jeet, Singh Marg, New Delhi (hereinafter referred to as the 'Sangathan') of the one part and Neyveli Lignite Corporation Limited, a Govt. Company having its Corporate Office at Neyveli represented by Shri S.K. Acharya, Director (Human Resources) having Office at Neyveli Lignite Corporation, Corporate Office, Neyveli, Cuddalore District, Tamilnadu hereinafter referred to as the 'Corporation') of the other part, whereby it is agreed as follows:

S.K.ACHARYA  
DIRECTOR (HRI)



1. That in consideration of the resolution dated 11.03.2011 passed by the Corporation that the Sangathan may open and manage a Kendriya Vidyalaya (hereinafter referred to as KV) at and in consideration of the terms of the said resolution, the Sangathan is prepared to open and manage a KV at Neyveli.
2. That the Corporation shall bear all costs of opening and running the KV at Neyveli.
3. That the Corporation 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.
4. That the Sangathan shall provide teaching and non-teaching staff after the KV is opened at Neyveli
5. That the Corporation to provide the entire infrastructure necessary to start functioning the KV at Neyveli, such as furniture, building, fixtures etc.
6. That for running of KV at Neyveli, the Corporation 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 Corporation 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 & October. In case of failure to deposit the money, in advance, in the Vidyalaya's Account the Sangathan will



**S.K.ACHARYA**  
DIRECTOR (HR)  
NEYVELI LIGNITE CORPORATION LTD.,

operate the Escrow Account for transfer of fund. 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.

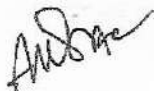
7. That the Sangathan shall admit the children of the employees of the Corporation, <sup>and that the Corporation shall be liable for the admission</sup> according to the priority prescribed under the admission guidelines of the Sangathan as amended from time to time and that the decision of the Sangathan 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.

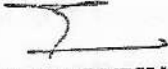
8. That the pattern of teaching and syllabi for studies of the children in the KV at Neyveli shall be decided by the Sangathan.

9. That the services of teaching and non-teaching staff of the KV, Neyveli 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 the Corporation agrees to provide 100% residential accommodation to the staff of the Sangathan on payment of license fee charges for water and electricity at the same rates as applicable in the case of the employees of the Corporation and the expenses incurred for providing such accommodation and maintenance thereof shall be borne by the Corporation.

11. That the Sangathan shall constitute the Vidyalaya Management Committee as per the provisions of Education Code for Kendriya Vidyalayas.

  
**S.K. ACHARYA**  
 DIRECTOR (HR)  
 NEYVELI LIGNITE CORPORATION LTD.,  
 NEYVELI-607 801.



12. That in case, the Corporation 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 Corporation. However, it is provided that KV, Neyveli shall not be allowed to be closed for the breach committed by the Corporation and in case such a situation arises, it shall be the duty on the Corporation 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.

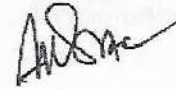
14. It is also provided that in case of any dispute arising out of this MOU, the same shall be referred to a sole arbitrator for his/her decision as per the law in force and the appointment of the sole arbitrator shall be carried out by the Commissioner, KVS whose decision in this regard will be final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

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.

#### SCHEDULE

Old NLC Elementary School premises with land of extent 9.5 Acres in Block-3, Neyveli Township, Cuddalore District.

IN WITNESS WHEREOF the parties hereto have signed this MOU at Neyveli on this 24<sup>th</sup> day of May 2011, in the presence of following

  
**JOINT COMMISSIONER**  
 (Kendriya Vidyalaya Sangathan)  
 Joint Commissioner (Admin.)  
 (Party to the MOU)  
 Kendriya Vidyalaya Sangathan  
 New Delhi-110016 / New Delhi-110016

  
**(S.K. ACHARYA)**  
 DIRECTOR (HR)  
 (Neyveli Lignite Corporation Limited)  
**S.K. ACHARYA**  
 DIRECTOR (HR)  
 (Party to the MOU)  
 NEYVELI LIGNITE CORPORATION LTD.,  
 NEYVELI-607 801.



Witnesses:

1.

2.

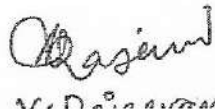
Witnesses:-



1.

M. Sukuman  
 DGM / Education / NLC Ltd.

2.

  
 M. D. Srinivasan