

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

E 393165

Sl. No. : 535 Date : 31/8/07

I/F/O : प्रबन्धन संदीय विभाग

by : P. M. Anand H.O. अनांद

Postmaster (HSG : T)
Anand HO - 38800

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU for short) made this the 11th September (day & month) of 2007 (Year) between Kendriya Vidyalaya Sangathan (hereinafter referred to as the Sangathan) of the one part and ONGC Cambay (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.) ONGC Cambay that the Sangathan will continue to manage a KV at ONGC Cambay and in consideration of the terms of the said resolution, the Sangathan is prepared to manage a KV at ONGC Cambay.

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2. That the (party of the other part i.e.) ONGC Cambay shall bear all costs of running the KV at ONGC Cambay .
3. That the (party of the other part i.e.) ONGC Cambay shall continue to provide suitable temporary accommodation to start the Vidyalaya if permanent building is not yet made 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 continue to provide teaching and non-teaching staff for the KV at ONGC Cambay .
5. That it is the bounden duty of the (other part i.e.) ONGC Cambay to provide the entire infrastructure necessary to continue functioning of the KV at ONGC Cambay such as furniture, building, fixtures etc.
6. That for running of KV ONGC Cambay , the ONGC Cambay 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 Vidyalayas instead of the formula as presently applicable. 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 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 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.

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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 employees of other part, 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 ONGC Cambay shall be decided by the Sangathan.
9. That the services of teaching and non-teaching staff of the KV ONGC Cambay 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 party of the other part, viz. ONGC Cambay 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 Mangement 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 K.V ONGC Cambay shall not be allowed to be closed for the breach committed by party of the other part and in case such a situation arises, it shall be the duty on the part

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13. of the other part to pay damages and keep the Sangathan indemnified.
14. 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
15. 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.
16. This MOU will be in force 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)


12/9/07

SUB-ASSET MANAGER
(Party of the other part)

Witnesses

1. _____

2. _____

1. 
12/09/07

2.  12/9/07