केन्द्रीय विद्यालय संगठन
KENDRIYA VIDYALAYA SANGATHAN
18, INSTITUTIONAL AREA
SHAHEED JEET SINGH MARG
NEW DELHI-110016
FAX 26514170 & PHONE : 26858570
Website : www.kvsangathan.nic.in

F.11074-1/2016-KVS(HQ)/(Admn-I)

Date 03.01.2017

ORDER

Sanction of the HRM-cum-Chairman, Kendriya Vidyalaya Sangathan is hereby accorded to open a new Kendriya Vidyalaya in the campus of **Nagaland University** in **Lumami campus, Nagaland under IHL Sector** from class I to V (single section in each class) from the academic year 2017-18 with consequential growth based on feasibility.

The sponsor i.e. Nagaland University in Lumami campus (Nagaland) will be responsible to provide as agreed to in the proposal and Memorandum of Understanding (MoU)

1. Permanent Vidyalaya building as per the specifications of the KVS
2. 100% staff quarters to all the staff of the Kendriya Vidyalaya
3. All recurring & non-recurring expenditure including proportionate over- head charges and future development expenditure

The sponsor shall remit the budgeted amount of recurring /non-recurring expenditure in advance installments to the Deputy Commissioner, KVS, Tinsukia Region i.e. first installment in the month of April and second in the month of October for each financial year.

In case the sponsor fails to fulfill their commitment as agreed to, the Commissioner, KVS is empowered to reduce the number of classes/sections and also direct the closure of Kendriya Vidyalaya by giving due notice to the sponsor.

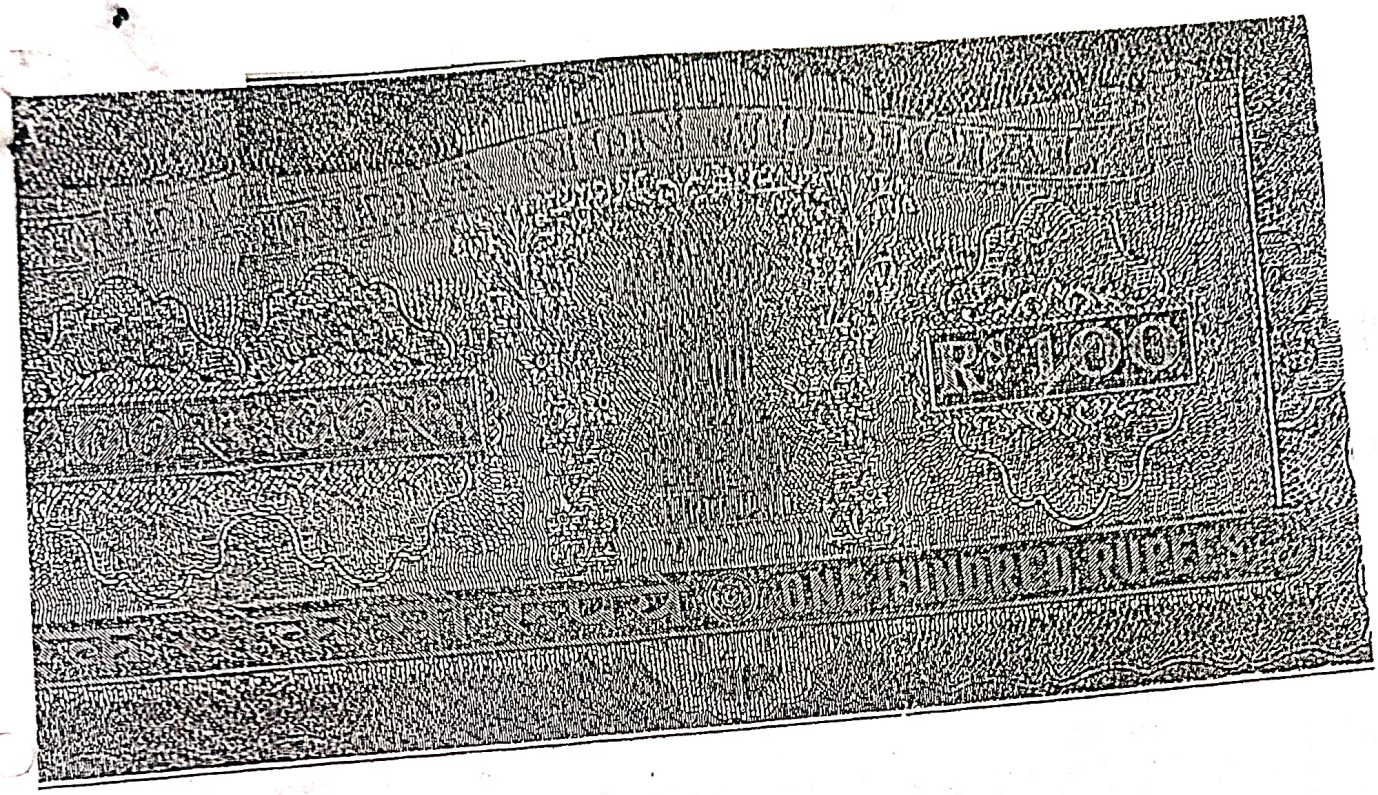
The admission to the Kendriya Vidyalaya will be as per the priorities/rules prescribed by the KVS from time to time for the KVs under IHL Sector.

(Dr. E. Prabhakar)
Joint Commissioner (Pers.)

Distribution :-

1. PS to Hon'ble HRM & Chairman, KVS, New Delhi
2. PS to Secretary (SE&L) & Deputy Chairman, KVS, New Delhi
3. PS to Vice-Chairperson, KVS, New Delhi
4. The Registrar, Nagaland University in Lumami Campus, Nagaland
5. Deputy Secretary (UT), MHRD, Shastri Bhawan, New Delhi for information
6. PS/EA to Commissioner, KVS, New Delhi
7. PS to the Additional Commissioner (Admn.)/ (Acad.) KVS, New Delhi
8. Joint Commissioner (Trg.), KVS for information w.r.t. his note dated 02.08.2016
9. The Joint Commissioner (Acad.), KVS, for information & necessary action
10. The Deputy Commissioner, KVS, Regional Office, Tinsukia with the request to liaise with the sponsoring authority and make the KV functional w.e.f. 01.04.2017. He is also requested to inform the name of Parliamentary Constituency in which this school fall, for record of this office.
11. The Joint Commissioner (Trg.)/(Admn.)/(Pers.), KVS, New Delhi
12. The Joint Commissioner (Finance), KVS, for information & necessary action
13. The Deputy Commissioner, KVS, All Regional Offices
14. The Deputy Commissioner, EDP Cell, KVS, for uploading the order on KVS web site
15. The Secretary, C.B.S.E., Preet Vihar, Delhi
16. The Director, ZIET, KVS, Gwalior /Mumbai/ Mysore/ Chandigarh/ Bhubneshwar
17. All Officers/Sections, KVS (Hqrs.), New Delhi
18. Guard File

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MEMORANDUM OF UNDERSTANDING

The memorandum of Understanding (MOU for short) made this the 12 of FEBRUARY (day & month) of 2014 (Year) between Kendriya Vidyalaya Sangathan (hereinafter referred to as Sangathan) of the one part and NAGALAND UNIVERSITY (hereinafter referred to as the NAGALAND UNIVERSITY) of the other part, whereby it is agreed to as follows:

1. That in consideration of the resolution dated 19.06.2009 passed by the (Party of the other part i.e.,) NAGALAND UNIVERSITY that the Sangathan may open and managed a KV at LUMAMI and in consideration of the terms of the said resolution, the Sangathan is prepared to open and manage a KV at LUMAMI.

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

12/02/2014.

5. That it is the bounden duty of the (other part i.e.,) NAGALAND UNIVERSITY to provide the entire infrastructure necessary to start functioning the KV at LUMAMI such as furniture, building, fixtures etc.

6. That for running of KV LUMAMI, the NAGALAND UNIVERSITY 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 and 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.

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 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 the 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 LUMAMI shall be decided by the Sangathan.

9. That the services of teaching and non-teaching staff of the KV LUMAMI shall be regulated in accordance with the rules of the Sangathan as framed/opted 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. NAGALAND UNIVERSITY 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 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 LUMAMI 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 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 the force for a period of 10 years from the date of execution and will be renewed subject to satisfactory fulfilment of terms and conditions of the MOU.

(Kendriya Vidyalaya Sangathan)

12/2/2014
AJAY PANT
Deputy Commissioner
KVS RO Tinsukia

(Party of the one part)

T. LANUSOSANG 12/2/14

(Party of the other part)

Witnesses:

1. (M.M. ANWARUDDIN
PRINCIPAL
KV, ERL JORHAT)

2. 12/02/14
B. PANDEY
Principal
K.V. Tuli

1. KAHULI SEMA.
University Engineer.
OTOVA SWU.

2. Asst. Registrar.