

केन्द्रीय विद्यालय संगठन



आज़ादी का
अमृत महोत्सव

केन्द्रीय विद्यालय संगठन

शिक्षा मंत्रालय भारत सरकार के अधीन स्वायत्त संस्थान
KENDRIYA VIDYALAYA SANGATHAN
Under Ministry of Education, Govt. of India
मुख्यालय, नई दिल्ली / Head Quarters, New Delhi
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18 संस्थागत क्षेत्र, शाहीद जेत सिंह मार्ग, नई दिल्ली/ 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi 110 016

11029-8/2014/KVS-(Admn-I)/ 1050

Date : 12.09.2022

The Deputy Commissioner/Director
Kendriya Vidyalaya Sangathan
All Regional Offices/ ZIETs

Subject: Revision of the Memorandum of Understanding (MoU) for opening of new KV's under Project/IHL sector- reg.

Madam/Sir,

I am to refer to Ministry of Education, Govt. of India letter no. F.7-28/2021-UT-2 dated 29th July, 2022 (copy enclosed), vide which approval for revision of Memorandum of Understanding (MoU) for opening of new Kendriya Vidyalayas under Project/IHL Sector has been accorded.

Henceforth, new Kendriya Vidyalayas opened in the Project/IHL Sector will be opened as per attached Memorandum of Understanding (MoU).

This issues with the approval of the Commissioner, KVS.

Yours faithfully


(Shashi Kant Sharma)
Assistant Commissioner (Admn.)

Encl: As above.

Copy for information to:-

- (i) PS to Commissioner, KVS- for information please.

Copy to:

- (i) The Joint Commissioner (Admn.-I/Acad./Finance/Trg.) - for information, please.
- (ii) The Deputy Commissioner (Admn.) - for information, please.
- (iii) The Deputy Commissioner (Acad./EDP) - for uploading on KVS web site, please.

F No.7-28/2021-UT-2
Government of India
Ministry of Education (Shiksha Mantralaya)
Department of School Education & Literacy

'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-1/506 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.

3. 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

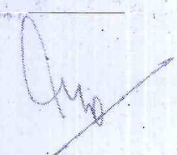
Encl. as above

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

The Memorandum of Understanding (MoU for short) made this the _____ (day & month) of _____ (year) between Kendriya Vidyalaya Sangathan (hereinafter referred to as the Sangathan) and _____ (Central PSU/Institution/IHL concerned) _____ (The CMD/MD/Head of the PSU/Institution/IHL) and _____ concerned representative Union Ministry hereinafter referred to as the Sponsoring authority 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.) _____ that the Sangathan may open and manage a Kendriya Vidyalaya at _____ and in consideration of the terms of said resolution, the Sangathan is prepared to open and manage a Kendriya Vidyalaya at _____.
2. That the (Party of the other part i.e.) _____ (Central PSU/IHL concerned) shall bear all costs of opening and running the Kendriya Vidyalaya at _____ (The CMD/MD/Head of the PSU/Institution/IHL and the Ministry/Department of the concerned Project through its Joint Secretary shall sign the Memorandum of Understanding stating that in the non-compliance/defaulting in commitments by the Central PSU/IHL concerned, the entire expenditure will be borne by the concerning administrative Ministry/Department).
3. That the (Party of the other part i.e.) _____ shall provide suitable and safe school building with adequate space to start and 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.
4. That the Sangathan shall provide teaching and non-teaching staff after the Kendriya Vidyalaya is opened at _____.
5. That it is the binding responsibility of the (Party of the other part i.e.) _____ to provide the entire infrastructure necessary to start functioning of the Kendriya Vidyalaya/ required for further development at _____ such as furniture, building, fixtures, etc.

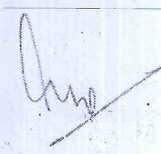
(ii) That the Kendriya Vidyalaya will initially be opened from pre-school (or as decided by KVS) to class V (single section in each class) and will grow up to class XII on year to year basis. More sections may be added to the school on demand by providing requisite infrastructure and financial commitment by the Project/Institution/IHL concerned.



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 _____ the (Party of the other part i.e.) _____ 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.
8. (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.
10. 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.



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).
13. That it is the binding responsibility of the party (Party of the other part i.e.) _____ to provide residential accommodation to the staffs of the Sangathan till the KV remains operational, on payment of license 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, i.e. _____ and the expenses incurred for providing such accommodation and maintenance thereof shall be borne by the (Party of the other part i.e.) _____.
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.
 - c. Also, the (Party of the other part i.e.) _____ shall communicate their decision to the local public/parents through available mode of communications simultaneously i.e. one academic year in advance about their decision to close down the KV, phase-wise.
 - 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: -



- 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:

Year	Classes to be closed	Classes to be continued	Remarks
Year 1	II, III, IV, V, VII, VIII, IX, X, XII	I, VI, XI	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, X	II, VII, XII	
Year 3	IV, V, IX, X	III, VIII	
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.
- d. 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.



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

Witnesses:

1. _____

2. _____

