



AGREEMENT BETWEEN DAV COLLEGE TRUST AND
MANAGEMENT SOCIETY, CHITRA CUPTA ROAD, NEW DELHI-55
AND INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR.

This agreement made this 22nd day of May, 1995, (year) between the DAV College Trust and Management Society, a Society registered under the Societies Registration act 1860 and having its registered office at New Delhi, hereafter referred to as the "Society" (which expression unless excluded, or is repugnant to the context, shall include its successors and assigns) of the one part and the Indian Institute of Technology, Kharagpur (W.B.) hereafter referred to as the "Institute" (which expression unless excluded or is repugnant to the context shall include its successors and assigns) of the other part.

AIMS

The Institute has a campus at Kharagpur and is keen in providing amenities to its employees; one of the amenities being the provision of educational facilities for the wards and dependents of its employees.

For achieving this objective the Institute established an English medium Public/model school in the campus at Kharagpur for the benefit of the children of the employees of the Institute, their dependents and others in the vicinity of the institute. The Institute has now approached the DAV college Trust and management Society, which has been successfully running both aided and Public Schools and Colleges Throughout India, for the efficient management of this Model School at its campus at Kharagpur.

In pursuance of the wishes of the Authorities of the institute, the Society has agreed to take over the administration and management of the present Model School at the IIT campus at Kharagpur, as per the terms and conditions agreed upon by both the parties.

Governance

A. The Society hereby agrees to run a composite co-educational Senior Secondary school in English medium from Class LKG leading to Class XII on public school lines in a phased program.

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B. The school will be directly governed and controlled by the DAV College Managing Committee, New Delhi, on behalf of the Society.

C. Day-to-day management of the school shall, however, vest in the Local Managing Committee (L.M.C.), which shall be constituted by the DAVCMC for three years at a time to be reconstituted for the like period. The constitution of the LMC, for efficient running of the school, will be as under:-

a. Representatives of the Institute including its Director or his nominee	3
b. Representatives of the DAVCMC to be nominated by its President	3
c. Educationists to be nominated by the DAVCMC in consultation with the Institute	2
d. Representative of teachers to be nominated by the Principal in order of seniority and or by rotation	1
e. Representative of the parents to be nominated by Principal	1
f. Regional Director and E.O. of DAVCMC of the region	2
g. Principal of the school as member secretary of the LMC	1

	13.

NOTE

- I. The Director or such Chief Executive/Head of the Department nominated by him will be the Ex-officio Chairman of the LMC. The Vice Chairman shall be one of the representatives of the DAVCMC nominated on the LMC.
- II. Subject to the approval of the DAVCMC, the LMC will frame its own rules of procedure and/business as may be necessary from time to time for the efficient functioning of the Committee for running the School(s) and for achieving the objectives of the Institute and the Society.
- III. All decisions of the LMC will, however, be subject to ratification/ approval by the DAVCMC, New Delhi.

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~~22/1/2001~~

NAME

The name of the school shall be DAV Model School, Indian Institute of Technology, Kharagpur.

AFFILIATION

The school shall be affiliated by the DAVCMC, New Delhi, with the Central Board of Secondary Education, New Delhi. For getting it affiliated with the CBSE, the Institute will provide a certificate stating that the school has been sponsored by the Institute but its management and administration has been handed over to the DAVCMC, New Delhi.

The school shall be an English medium School, but teaching of Bengali, Hindi and Sanskrit will also be given equal importance. The school will follow the all India syllabus for the secondary and senior secondary classes as per 10+2 pattern of the CBSE, New Delhi or any other pattern adopted by the Board from time to time. The school shall also use the books prescribed and published by the publication department of the DAVCMC, New Delhi.

INFRASTRUCTURE

- A. The Institute will hand over the existing school building in its present state along with the entire assets and liabilities to the DAVCMC. In addition, the Institute will also provide required vacant land at the adjacent plot for creating additional facilities like class rooms, play grounds, laboratories, libraries, hostels etc. The Institute shall provide the Society the existing building and additional land on a nominal lease fee of Rs.100.00 per annum. However, the Society will be required to pay the usual charges for water and electricity of the Institute.
- B. If the total land does not satisfy the requirement of the DAVCMC, the Institute may provide a suitable plot of land of larger area within the campus for final establishment of the school as per terms and conditions stated above.
- C. The present assets of the school as "Development Fund" invested with the two Nationalized Banks (SBI and PNB) in the IIT Campus will be converted into an "Endowment Fund" in the name of the school. However, This amount can only be spent for development work of the school with prior consent from the IIT authorities.

ADMISSION

The present student strength of 447 children will automatically become the students of the DAV Model School. Admission of new students to the school will be on merit based on test and interview. Preference will be given to the wards of the staff working in the school and employees of the Institute. If seats are available, admission may also be given by the Principal to outsiders. The students shall also appear at the common examination conducted by the DAV education board and abide by its rule and regulations.

APPOINTMENT OF PRINCIPAL/STAFF

The DAVCMC shall appoint the Principal, whose selection shall be done at the Society's Head quarters at New Delhi. The other members of the staff will be selected by an ad-hoc selection Committee, which will be appointed by the DAVCMC, New Delhi on which there will be one or two representatives of the Institute. The selection of staff will be done at the place where the school is located or at such place decided by the Regional Director/Education Officer for selection of staff.

SALARY

All employees at present working in the school will be employed a fresh by the DAVCMC through an Adhoc Selection Committee and their present consolidated salaries will be protected. All the members of staff (both teaching and non-teaching) will be the employees of the DAVCMC for all intents and purposes.

ACCOMMODATION

The principal of the school shall be provided with residential accommodation on payment of normal rent to IIT, while other staff may be provided with accommodation subject to availability, on payment of normal rent.

MEDICAL FACILITIES

The staff of the school and their families may avail of the outdoor medical facilities at the B.C. Roy Technology hospital on payment of nominal charges.

FEES

The DAVCMC will charge fees and other dues from the wards of the employees of the Institute as mutually decided in the meeting of the LMC but from outsiders the DAVCMC would be free to charge the fees as may be prescribed by it.

All funds of the school will be deposited in a Scheduled or Nationalized bank at the Institute site. The school shall maintain the following accounts in the Bank:-

- a. DAVCMC account:- To which will be credited all the income of the school including fees, fines, grants received from the Institute, if any donations/contributions etc. This account shall be operated by the office bearers of the DAVCMC.

- b. The school account - To which will be credited the amount received from the DAVCMC for meeting the expenditure of the school from time to time. This will be operated jointly by the Principal of the school and one of the representatives of the LMC so nominated by the Regional Director.
- c. The pupils fund account - To which will be credited the Pupils Fund/ Annual charges and will be operated by the Principal/Regional Director in accordance with the rules framed by the LMC. This fund would be utilized exclusively for the benefit of the school children.

The accounts of the school shall be audited by internal auditors of the DAVCMC and by the Chartered Accountants to be appointed by the DAVCMC. The report of the Chartered Accountants would be placed before the LMC and DAVCMC for their information and necessary action.

PROVIDEND FUND

The existing staff after their absorption to DAVCMC, New Delhi, will be governed by the P.F. Trust rules of the DAVCMC. Share of the management to P.F. will be sent from school account. The present sum including FDRs kept in the PF account and interest thereon deposited at the local bank will stand transferred to the P.F. Trust of DAVCMC, New Delhi.

CODE OF CONDUCT

The code of conduct in the campus to be followed by the staff of the school must be consistent with that followed by the employees of IIT. In case of serious deviations, the IIT authorities may take appropriate action.

ADMINISTRATIVE CHARGE

The school will be required to pay administrative charges to the DAVCMC and also meet its other demands similar to those made on other DAV Public Model schools under their control. In addition to this, the travelling and other out-of-pocket expenses of the DAVCMC and LMC or other officials required to attend the meetings, selection Committee meetings etc. or on official visit shall be met from the school fund.

[Signature]

PERIOD OF AGREEMENT

The terms of the agreement shall be for a period of ninety nine(99) years.

ARBITRATION

Dispute if any shall be subject to arbitration if mutual consultations between the Institute and the Society fails to resolve the issue. The arbitration shall be strictly in accordance with the Arbitration Act as amended from time to time. The Arbitrator shall be selected jointly from the panel of names proposed by the contending parties.

In witness whereof the parties have set their respective hands hereon
.....this 22nd day of (month) 1985 and (year)above written.

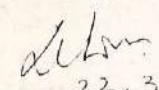
For and on behalf of
Indian Institute of Technology,
Kharagpur

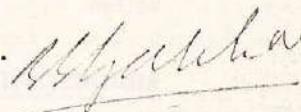
For and on behalf of
DAV College Trust and
Management Society, New
Delhi.

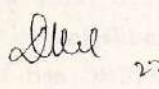
Signature.....
K.L. Chopra
Director,
Indian Institute of Technology
(Kharagpur)

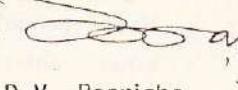
Signature.....

Darbari Lal
President

Witness 1. 
D.S. De
22.3.95

Witness 1. 
B.B. Cakhar
Organising Secretary

2. 
D.R. Mal
22/3/95

2. 
D.V. Pasricha
Regional Director