

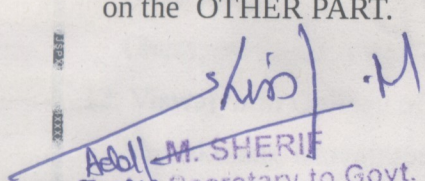



കേരളം KERALA

AG 986648

AGREEMENT

THIS CONSENSUAL AGREEMENT made at Thiruvananthapuram on this the 28th day of May Two thousand fourteen, between the Governor of Kerala, (hereinafter referred to as the 'Government' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office and assigns) represented by Shri.M.Sherif, Additional Secretary to Government, Higher Education Department, Government of Kerala, on the ONE PART and The Kerala Catholic Engineering College Managements' Association (hereinafter referred to as the 'Association' or 'Member College'), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns represented by its President MSGR. PHILIP NJERALAKKAT on the OTHER PART.


M. SHERIF
Additional Secretary to Govt.
Higher Education Dept.
Govt. Secretariat, Tvpm
Phone: 2518345

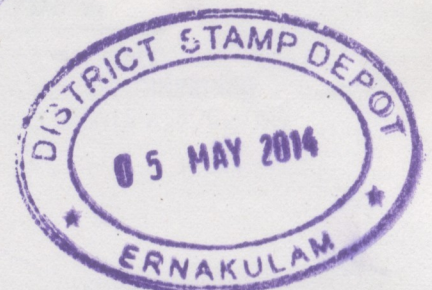

PRESIDENT
KERALA CATHOLIC ENGINEERING
COLLEGE MANAGEMENTS' ASSOCIATION

No. 33.38. Date 28.5.14

Value of Rs. 100/-

Sold to Kerala Catholic Engineering College Managements' Association Cochin.

B R GONGADHARA PILLAI
HIGH COURT VENDOR
ERNAKULAM



WHEREAS, the Association is a collective organization of 12 Self Financing Catholic Engineering College Managements running Self Financing Engineering Colleges, in accordance with the laws regulating, establishment, maintenance and conduct of classes;

AND WHEREAS, the Managements of all the 12 Colleges listed below have authorized the President of the Association to execute this Agreement on their behalf

1. Albertian Institute of Science and Technology

Kalamassery, Kochi-682 022

2. Amal Jyothi College of Engineering

Koovapally P.O, Kanjirappally, Kottayam district-686 518

3. Bishop Jerome Institute

Fathima College Road, Kollam-691 001

4. Jyothi engineering College, Vettikkattiri P.O

Cheruthuruthy, Thrissur-679 531

5. Lourdes Matha College of science and Technology, Kuttichal

Thiruvananthapuram, 695574

6. Mar Baselious College of Engineering & Technology

Thiruvananthapuram

7. Marian Engineering College,

Menamkulam, Kazhakuttom, Trivandrum 695 582

8. Rajagiri School of Engineering & Technology

Rajagiri Valley p.o, Kochi- 682 039

9. Sahridaya College of Engineering and Technology

P.B.No.17, Kodakara, Trissur-680 684

10. St. Joseph's College of Engineering & Technology, Palai

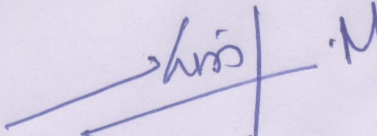
Choondacherry P.o, Kottayam. 686 579


11. Vimal Jyothi Engineering College

Chemperi P.O, Kannur (Dist) 670 632

12. Viswajyothi College of Engineering & Technology

Vazhakulam, Muvattupuzha-686 670


Redd/ M. SHERIF
Secret Secretary to Govt.
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AND WHEREAS, both parties have subject to the rights of the Member Colleges for protection guaranteed under Article 19(1)(g) and 30(1) of the Constitution of India, in the interest of the State in fostering advancements in higher and technical education resolved, to arrive at a Consensual Agreement on mutually acceptable terms;

AND WHEREAS, in furtherance of the above objective, the parties to this deed have decided to arrive at a consensus in respect of admission of students to the member colleges, collection of fees and refundable interest free deposits and such other amounts from the students admitted in the above colleges;

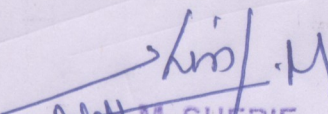
AND WHEREAS, the Consensual Agreement is within the framework of law as contemplated under various decisions rendered by the Honorable Supreme Court of India; in matters relating to seat sharing , admission, fees etc in the Self Financing Educational Institutions;

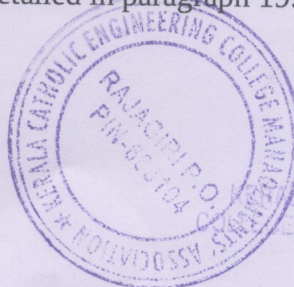
AND WHEREAS the Government, the Association and the Managements of the Member colleges listed above have arrived at a consensus to fulfill the above objective by entering into an agreement, for the three academic years 2014-2015, 2015-2016 and 2016-2017, in accordance with terms and conditions hereinafter said below.


NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1) 50% of the total seats in each of the Member Colleges are set apart to be filled up by the Commissioner for Entrance Examinations (CEE) from the list prepared by CEE on the basis of merit and in accordance with the reservation principles followed by the Government from time to time. The remaining 50% seats will be filled up by the Managements of the Member Colleges. Of this 50% , 35% of the total seats will be filled up by the Managements and remaining 15 % of the total seats filled up by the managements from the dependents of the Non Resident Indian category.

2) The Educational Agency shall fill up 50% of the total seats from among students who satisfy the prescribed criteria of academic eligibility for admissions. The Educational Agency shall admit and fill up 35% seats from the applications received by the educational agency as detailed in Paragraph 19. If there are seats that still remained unfilled, such seats may be filled up by the Educational Agency from among the students in the pre- normalized rank list that shall be made available by Government within a week of the publication of the results of the relevant entrance examination, in the order of merit as detailed in paragraph 19.


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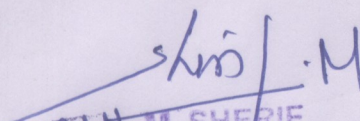
3) Nothing in this agreement shall be deemed as a surrender of the unconditional rights of the Association or the member colleges regarding admission of students in all the seats in the colleges.

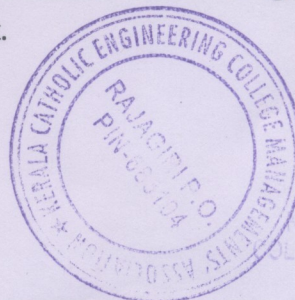
4) The Managements are entitled to fill up 15% seats in NRI category (NRI) by admitting qualified students who are dependents of Non Resident Indians. All these Students are exempted from qualifying in any Entrance Test and can be admitted based on their academic eligibility as stipulated by the respective University.

5) The CEE shall furnish the list of the students to be admitted in the college by the Management and the Management shall admit the students specified in the list. The students in the list will be given specific instructions as to the date and time of presentation before the college for admission, the amount of fees to be paid, the amount of refundable deposit to be remitted, and the records to be submitted at the time of admission. The Management need admit only those students who have complied with the instructions as required by the CEE.

6) The dates mentioned in the paragraphs below apply only to the academic year 2014-2015. In respect of the corresponding dates for the academic years 2015-2016 and 2016-2017, the dates shall be determined by Government observing the same schedule, but *mutatis mutandis*, adjusting for eventualities like public holidays or national events. However, if the SECOND PARTY, finds that such adjustment has adversely affected their rights or interests they may make a reference to Government and such differences shall be resolved amicably to the satisfaction of both parties.

7) The Commissioner for Entrance Examinations shall be free to make any number of allotments. The Commissioner for Entrance Examinations will assign only such students for admission to a college who are allotted to that college. The Commissioner for Entrance Examinations shall complete all allotments as decided by him before the 20 th day of July 2014. The last date for such students to join the respective colleges will be the 25 th day of July 2014. The CEE will not re-allot students already allotted to a college and admitted in the college either by the CEE or the Management after this final allotment.


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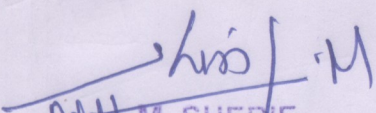

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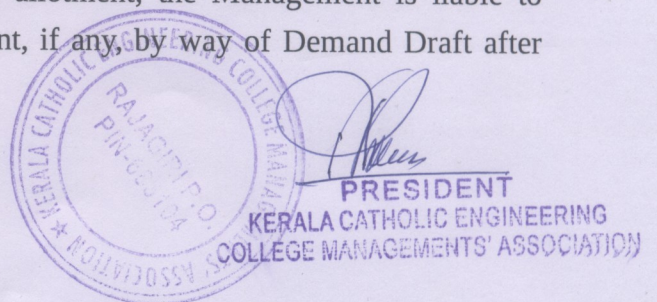
8) The Educational Agency shall be entitled to fill up those seats still remaining unfilled after the 25th day of July 2014, from the seats set apart for allotment by the CEE. These unfilled seats from Government side will be reverted to the Educational Agency as additional management seats and the Educational Agency can fill up those seats as per Paragraph 19.

9) The fee payable by all the students shall be Rs.75,000/-(Rupees Seventy five thousands only) per annum and over and above the fees, all the candidates, other than those students allotted by the CEE who belong to SC,ST,OEC or Fishermen community, will have to make a one-time interest free deposit of Rs.1,00,000/- (Rupees One lakh Only) which will be remitted by Banks concerned in case of educational loan or by the students as the case may be. The interest free refundable deposit shall be part of the fee structure. The students allotted by the CEE shall remit Rs.10000/-(Rupees ten thousands only) of the first year tuition fee at the specified bank, and such amount shall be returned by the CEE. For the students admitted in the member colleges based on the allotment of the CEE, the rest of the Tuition Fee, Special fee, any Statutory fee and any other Miscellaneous fee shall be paid by the student directly in the college at the time of admission in the college based on the allotment of the student but not later than July 25, 2014. The amount retained by the Commissioner for Entrance Examination in respect of each student shall be paid to the college before September 15, 2014.

10) The fees payable by NRI candidate will be the same as that of the other candidates. In addition to this, they will have to pay to the College up to but not more than US\$ 8000 at the time of admission as fixed by each Member College. However, they do not have to remit the interest free refundable deposit of Rs.1,00,000/-(Rupees one lakh only)

11) Where a student has at the time of admission remitted fees as envisaged in this Agreement, but thereafter is found eligible for the total fee exemption after the Tuition Fee Waiver Scheme or found eligible for the Scholarship specified below, the Management is liable to return the excess fee realized from the student within one week of the intimation of such concession by the CEE, and the Management shall be liable to pay interest to the Student at 18% per annum for any delay over this stipulated period of one week. Furthermore, where the student has been admitted to a college after the first allotment but has subsequently been allotted to another College on the basis of the second allotment/final allotment, the Management is liable to return the entire fee remitted, by the student, if any, by way of Demand Draft after


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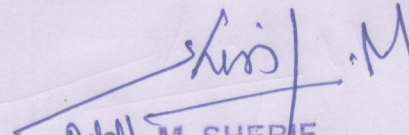
proper acknowledgment within three days of the second allotment/final allotment to the student, failing which the Management shall be liable to pay interest to the student at 18% per annum for any delay over this stipulated period.

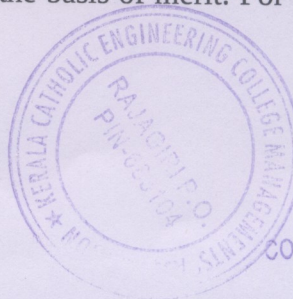
12) In the case of SC/ST/OEC candidates and students from fishermen community, the fees shall be paid by Government. However, they will not be required to deposit the one time Interest Free refundable deposit of Rs.1,00,000/- In lieu of this deposit, Government shall pay an amount of Rs.8000(Rupees Eight Thousand only) per annum in addition to the fees specified above. Separate orders will be issued by the Department of Scheduled castes and Scheduled tribes Development on the procedures to be followed in this regard. The students from the fishermen community who are admitted to the member colleges based on the allotment of CEE are eligible for educational concessions given to the students from the Scheduled castes and Scheduled Tribes families. The Department of Fisheries shall issue separate orders in this regard.

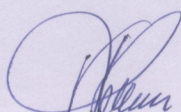
13) In case any candidates make the deposit, out of any bank loan, the respective colleges will stand guarantee for the return of the deposit to the Bank and in such cases, the Colleges will refund the deposits only to the banks concerned. The candidates will have to give the interest portion of such deposits directly to the Banks concerned.

14) The Educational Agency shall be entitled to collect from every student admitted to the College irrespective of whether they have been allotted by CEE under reservation or otherwise or by the Management, Caution Deposit of Rs.10,000/-(Rupees ten thousand only) and other *pro rata* expenses which the college has to pay to the University, from students joining in Member colleges. Such fees and amounts shall be specifically listed out in the prospectus and published each year by the Member college. The Management will be entitled to collect from each student up to but not more than Rs.10,000/-(Rupees ten thousand only) per annum towards the value added courses and special facilities, if any provided by the Management. The Association and the Educational Agency hereby undertake not to collect any amount from any student so admitted, other than those specified above.

15) The CEE shall allot 10% of the total seats (i.e. 6 in every batch of 60) from among the students belonging to the community to which the educational Agency belongs on the basis of merit. However, for the colleges belonging to Latin Catholic Community, the CEE shall allot 15% of the total seats (i.e. 9 in each batch of 60) from among the students belonging to the community, on the basis of merit. For allotment under these


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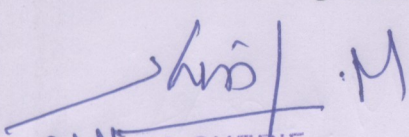


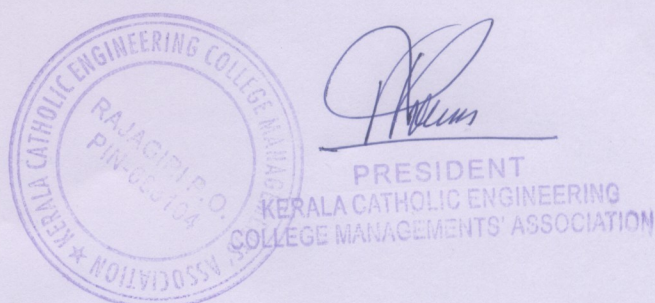

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COLLEGE MANagements' ASSOCIATION

categories, every member College shall inform the CEE before the 31st day of May, 2014 regarding the community, criteria for eligibility and documents to be submitted for the same. This right is at the option of the Educational Agency. The CEE should obtain such documents from students before 7th day of June 2014, so that allotment based on the merit to such seats can be done in the online counseling process along with other seats. If sufficient number of candidates are not available under this category the balance seats will be reverted as State Merit(SM) Seats for allotment by the CEE during the online counseling.

16) The Educational Agency can retain the tuition Fee remitted by the student, in the event a student admitted under the Management quota or Government quota, deserts or discontinues his/ her studies in that college for any reason at any time after the 25 th day of July 2014. The Educational Agency shall also be entitled to collect the tuition fee of the entire course. However, in the event of the seat so falling vacant being filled up by a new candidate, the tuition fee collected as per this clause shall be refunded. The documents pertaining to such student shall be released only on payment of the above amount. Provided that candidates will not have to make any payment, as stated above, if such candidate is forced to leave the college on the grounds of ragging, or serious illness as certified by a medical board which prevents the student from continuing with his or her studies in the college. In the case of students joining AFMC/NDA/Naval Academy/ Defense Institutions, also will not have to make such payment but subject to the final outcome of the W.P(c).No.645/2014 pending before the Hon'ble High Court of Kerala.

17) Each Member College shall be bound to report to the CEE, the seats remaining unfilled after the admission following the second allotment. The third and final allotment by CEE shall be done taking into account the reported position also. If any Member College fails in so furnishing the exact details of unfilled seats, then all the seats, for which the CEE has allotted students for any course of a Member College, shall be deemed to have been filled. Seats that are not reported to the CEE on the date specified after the admissions are to be closed following the second allotment/final allotment shall not be available for filling up as additional seats for admissions as stipulated above. Furthermore, default in reporting such unfilled seats shall be deemed to be a violation of this Agreement, and the Government shall have the right including retaining the share of the tuition fee remitted by the Student with the CEE, recommending to the University for cancellation of affiliation of the course for which


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such admissions have been made in breach of this Agreement and for withholding permission for the renewal of validity of the course for the succeeding years.

18) The All India Council for Technical Education (AICTE) has sanctioned 5% of the total intake as supernumerary seats for admission under Tuition Fee Waiver Scheme, and such seats have to be mandatorily allotted. The CEE shall fill up these seats under the Tuition Fee Waiver Scheme as per AICTE norms. Allotment under Tuition Fee Waiver Scheme will be made by CEE along with the first round of allotment.

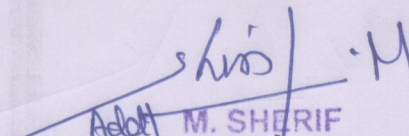
19) The Educational Agency shall fill up 50% of the total seats from among students who satisfy the prescribed criteria of academic eligibility for admissions. The Educational Agency shall admit and fill up 35% seats from the applications received by the Educational agency on the basis of merit list prepared based on the marks obtained in the qualifying examination in the core subjects (mathematics, physics and chemistry) and marks secured in the entrance examination OR on the basis of marks obtained in the qualifying examination whose names are included in the entrance rank list OR from the list (Pre Normalization). The educational agency will have the right to apportion the seats within this 35%, to various categories within the community or denominations thereof, based on *inter se* merits.

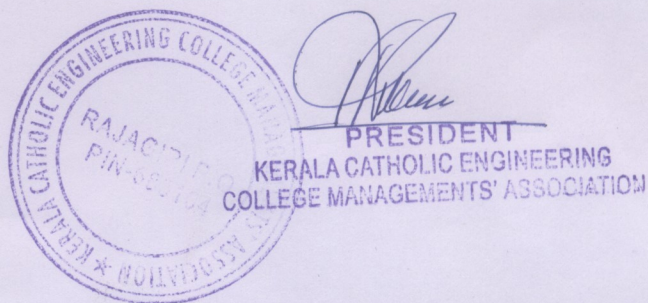
20) This Agreement is valid for the Academic Years 2014-2015, 2015-2016 and 2016-2017 only and shall not prejudicially affect the rights of the parties by virtue of the clauses herein, in respect of the cases pending before any Court of Law.

21) The Association and the Managements hereby undertake that no consideration in cash or kind other than those specified above shall be received, accepted or collected in any form whatsoever from any student admitted by the Management to the college.

22) Every management of the Member College will set apart a sum of Rs.3,00,000/- (Rupees three Lakhs Only), for a batch of 60 students to be provided as Scholarship in the form of Tuition fee waiver to students from Below Poverty Line (BPL) families, other financially poor and marginalized. Where the amount of Rupees Three lakhs is not adequate to provide scholarships to students from BPL families, The Management shall make sufficient provisions for the same. The said money will be kept in a separate fund by the Management. However, if by any chance, the number of candidates admitted in any batch is less than 60, the above said sum will also be proportionately reduced.

23) The scholarship amount can be apportioned among the BPL and the other eligible candidates, in accordance with G.O.(MS).No689/2013/H.Edn Dated. 16/11/2013. The


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beneficiaries of this scheme will be confined to those allotted by the CEE. The Candidates who are entitled to receive any other scholarship will not be entitled to the benefit of this scholarship or fee waiver.

24) If there is an excess money remaining after covering the students from BPL families and those falling in the category 'economically poor' as defined by Government, the rest of the amount will be pooled in a scholarship fund for assisting students from 'BPL' and 'economically poor' families in the subsequent years.

25) Management reserves the right to seek an enquiry by any competent Agency of the income claimed by any student for availing the scholarship to avoid malpractices. In case it is found that, any candidate has availed the scholarship by furnishing false information, the amount so claimed could be forfeited from such candidates.

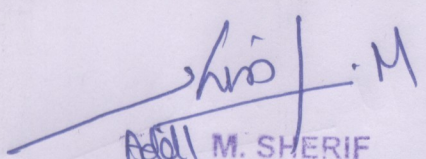
26) Calling for options and allotments to all Engineering Colleges, Whether Government/Aided/Unaided, shall be done simultaneously.

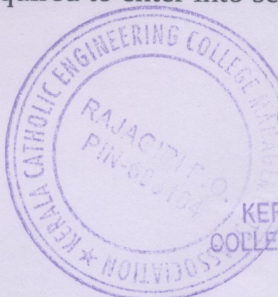
27) APPROVAL OF SUPERVISORY COMMITTEE:- Both parties to this Agreement shall place the Agreement before the Fee Regulatory Committee and file the same for the approval and ratification of the Admission Supervisory Committee.

28) COLLECTION OF CONSIDERATIONS:- The Association and Educational Agency hereby undertake that no consideration in cash or kind other than those specified above shall be received, accepted or collected in any form whatsoever from any student admitted by the Educational Agency to the college. It shall be the liability of the Association and the Educational Agency jointly and severally to redress complaints from the students, parents or interested parties on any matter other than those covered by the terms and conditions of this agreement. Where the second party fails to redress any complaints referred to as above or on any matter covered under this agreement; it shall be the duty of the first party to take such steps as required to redress the complaint.

29) CLARIFICTION REGARDING SEPARATE AGREEMENT WITH GOVERNMENT BY MEMBER COLLEGEES:-

It is clarified that all Private Self Financing Engineering Colleges who are now part of Kerala Catholic Engineering College Managements' Association, which entered into this agreement need not be required to enter into separate agreement for the academic years 2014-2015, 2015-2016 and 2016-2017 in respect of existing courses. However when the colleges are required to enter into separate agreements for


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additional courses or for enhancement of intake, such agreement would also be on the same lines as in this agreement.

30) In case any of the Managements violates the provisions of the Agreement or to collect any fee in excess of what is provided under the agreement, the Admission Supervisory Committee shall initiate proceedings against such managements for imposing penalty, recommending for the withdrawal of affiliation by the University concerned etc.

IN WITNESS WHERE OF, the parties hereunto have set their hands to these presence on the day month and year first above mentioned.

Signed

by..... M. SHERIF, Addl Secy, HEdn Dept

Addl M. SHERIF
~~Under~~ Secretary to Govt.
Higher Education Dept.
Govt. Secretariat, Tvpm
Phone: 2518345

(PARTY OF THE FIRST PART)

In the presence of

WITNESSES:

1. T.J. Varkey
2. Rajesh Kumar

Signed

by..... Fr. Philip Vaidakattu

(PARTY OF THE SECOND PART)

In the presence of

WITNESSES:

1. P.I. Ignatius, Co-ordinator
LEPOMR, Coemur - 39.
2. Amaliose Mathew
Special Correspondent
Malayala Manorama
Trivandrum

PRESIDENT
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COLLEGE MANagements' ASSOCIATION

