

For Mr. D. B. Bhatia - HUKKADA

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For Mr. Indrajit Chatterjee, Secy. to the Govt.

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THIS AGREEMENT MADE on the 25th day of January one thousand nine hundred eighty four between NATIONAL ALUMINIUM COMPANY LIMITED, a Company incorporated and registered under Company's Act, 1956 with its registered office at IPICOL House, Janapath, Bhubaneswar and having its manufacturing units at Angul, Dhenkanal, Orissa (hereinafter to be referred as 'NALCO' which expression shall include its successors) of the FIRST PARTY and DELHI PUBLIC SCHOOL SOCIERY, Mathura Road, New Delhi registered under the Societies Registration Act, 1860 (hereinafter to be referred as 'DPS' which term shall include its present and future members) of the SECOND PARTY.

WHEREAS NALCO, with a view to establish a school within its township at NALCO NAGAR, Dhenkanal, Orissa maintaining the same quality and standard in education as obtaining in Delhi Public Schools, approached the DPS to start and run such a school on the same lines as their school known as 'Delhi Public School, Mathura Road, New Delhi'.

AND WHEREAS, it is considered necessary and desirable that the terms and conditions governing the relationship of the parties in respect of the proposed project of running the school should be clearly set out, understood and mutually agreed to between the parties hereto.

AND WHEREAS with the above objectives, the parties hereto hereby agree as follows :-

That the school to be established shall be called 'DELHI PUBLIC SCHOOL, NALCO NAGAR'. The school shall have an All India Character and shall be affiliated to the Central Board of

- That the powers to establish, maintain and manage the said school shall vest in the School Management Committee, consisting of nine members. Five to be nominated by the Chairman, Delhi Public School Society and four to be nominated by General Manager (Smelter), NALCO.
- (3) That the school shall maintain the quality and standard in education as ^{available} obtaining in Delhi Public School at Delhi. ✓
- (4) That admission in the school will be opened to all Children irrespective of caste, creed and community, but preference will be given to the Children of the employees of NALCO. ✓
- (5) That the salaries of the staff employed for Delhi Public School, NALCO NAGAR, shall be on the same pattern as in Delhi Public School at Delhi. Specific jobs of responsibilities shall be provided for different categories of members of staff. HOWEVER, A DETAILED SCHEME INCLUDING ALLOWANCES AND OTHER ENCLUMENTS SHALL BE PREPARED AND IMPLEMENTED AS SOON AS POSSIBLE AFTER APPROVAL BY THE SCHOOL MANAGEMENT COMMITTEE. ✓
- (6) That NALCO shall place at the exclusive disposal of and use of Delhi Public School, NALCO NAGAR within its campus at NALCO NAGAR (Dist. Dhonkanal, Orissa) approximately 30 acres of land earmarked by it.
- (7) The school building and other facilities to be provided shall conform to the norms laid down by the Public School Conference India, ^{all over the country of D.P.S.} which are appended hereto in phased manner as part of the agreement. ✓
- (8) That NALCO shall place at the exclusive disposal of Delhi Public School, NALCO NAGAR one school building, temporarily to start the school till the final school building is constructed, alongwith necessary furniture and fixtures. The temporary school building will cater to the needs of 250 children but the actual school building will be constructed on priority basis in phased manner ultimately to cater to the needs of 1,000 children. The LIABILITY OF NALCO ON THIS ACCOUNT SHALL BE AS PROVIDED IN PROJECT ESTIMATES OF THE COMPANY.

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(10)

That the NALCO shall also provide (initially) to DPS, quarters in NALCO NAGAR at its own cost for the exclusive occupation and use of teachers and other staff members of Delhi Public School, NALCO NAGAR.

That the employees of DPS will be treated at par with NALCO employees so far as medical, consumer co-operative, Club and alike facilities are concerned.

(11)

That all immovable and movable properties provided by NALCO shall remain the property of NALCO and shall be returned to NALCO subject to wear and tear if the arrangements herein above are at any time terminated.

(12)

That save as otherwise provided in this agreement all rights and liabilities in respect of DPS, NALCO NAGAR shall vest in the Board of Governors of DPS Society, Delhi and school Management Committee, NALCO NAGAR.

(13)

That NALCO shall meet the revenue deficit of DPS, NALCO NAGAR for the first five years commencing from 1983-84 on actual basis, subject to an ultimate ceiling limit on the subsidy per child to Rs. 75/- in the subsequent years, though in the initial years the amount of subsidy per child will be higher. Since NALCO shall be subsidising tuition fees and meeting the capital expenditure and the revenue deficit, NALCO shall have the right to fix the tuition fees and other charges from time to time for the Children of NALCO employees and non NALCO employees.

After completion of the 5 years period, if NALCO wants to continue to subsidise the fee for the wards of its own employees, the difference between the fee charges by DPS, Ranipur and DPS, NALCO NAGAR will be borne by NALCO.

(14)

That the School Accounts will be audited yearly by the Auditors as appointed by School Governing body/ School Management Committee.

(15)

That the Governing Body and School Management Committee shall endeavour to take necessary and suitable steps or measures during the course of first five years to make the school self-sufficient in order to meet its running costs.

That it shall also be lawful for DPS, NALCO NAGAR to raise funds by way of loans, donations and voluntary contributions and the Governing Body of the School, NALCO NAGAR shall use the same in the manner decided by it for the betterment of and in the interest of the school, provided that no endowment fund shall be created and all funds at the credit of the school, shall, in the event of termination of this agreement pursuant to this belong to and vest in NALCO absolutely.

(17) That if any of the parties hereto, at any time wish to terminate this agreement, it shall do so on giving at least six months prior notice in writing to the other party of such an intension, provided that such termination shall be effective only at the close of the academic session, Provided further that in the event of such termination, the services of the staff employed by the school shall, subject to any agreement to the contrary between the two parties hereto be terminated in accordance with the terms of their appointment in the DPS, NALCO NAGAR.

(18) That on the termination of this agreement the school shall be closed down and NALCO shall not use the name of the school as DELHI PUBLIC SCHOOL in case it decides to run another school in the same premises.

(19) That on the termination of this agreement the DPS, NALCO NAGAR shall hand over to NALCO all the movable and immovable properties referred to above, subject to normal wear and tear. All the movable properties that DPS might have purchased out of its own funds may be removed by DPS subject to normal wear and tear.

(20) That all questions relating to the interpretation and meaning of this agreement and all other disputes and differences arising between the parties hereto either during the subsistence or upon termination shall be referred to the JOINT ARBITRATION OF (i) President, DPS Society, (ii) Head of NALCO, NALCO NAGAR, - whose decision shall be final, conclusive and binding on the parties to this agreement. That all claims and liabilities in respect of DPS, NALCO NAGAR shall be the liability of the Board of Governors of Society/ School Management Committee.

(21) That the parties hereto are fully competent to enter into this AGREEMENT as contained herein above and have full authority to execute those presents.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT TO BE SIGNED, SEALED, EXECUTED AND ATTESTED, the day, month and year mentioned herein above.

SIGNED, SEALED, ACCEPTED AND DELIVERED ON BEHALF OF NALCO through Shri L.K. Panda, General Manager (Smelter) and Shri N.S. Rao, Finance Manager.

1. (L.K. PANDA)

2. (N.S. RAO)

WITNESS:

(1) Chief Executive Officer
NALCO
Bhubaneswar

(2) J. Saha
D.P.M.
NALCO
Bhubaneswar

SIGNED AND ACCEPTED BY DPS THROUGH Dr. P.N. Kerkul AND S. Sathyanarayana who are duly authorized to do so vide Society's Resolution No. _____ dated _____ in the presence of 1. _____ 2. _____

1. P.N. Kerkul
Chairman, D.P.S.
Society, New Delhi

2. Dr. Sathyanarayana
Principal
D.P.S. Ranch...

Witness:

(1) _____

(2) _____