

தமிழ்நாடு தமில்நாடு TAMILNADU

03.12.2019

Sakthi Foundation
Coimbatore

BX 280115

M. DORAI SWAMY
"STAMP VENDOR"
10-A, STATE BANK ROAD,
COIMBATORE - 641 018.
L.No: 7333/B1/97/88-3



MEMORANDUM OF UNDERSTANDING
BETWEEN

TAMIL NADU AGRICULTURAL UNIVERSITY COIMBATORE - 641 003

AND

SAKTHI FOUNDATION, NO.180, RACE COURSE ROAD,
COIMBATORE- 641 018

This Memorandum of Understanding is entered into on this 04th day of December, Two thousand and nineteen between the TAMIL NADU AGRICULTURAL UNIVERSITY, COIMBATORE - 641 003 represented by its Registrar (hereinafter referred to as TNAU) as the First Part and SAKTHI FOUNDATION, No.180, RACE COURSE ROAD, COIMBATORE- 641 018 represented by its Chairman (hereinafter referred to as the Trust) as the Second Part.


REGISTRAR
Tamil Nadu Agricultural University
Coimbatore - 641 003.

For SAKTHI FOUNDATION

TRUSTEE
M. MANICKAM

WHEREAS the Government of Tamil Nadu in **G.O. (Ms) No.164 Agriculture (AU) Department, dated 31.07.2015** issued orders permitting the **TRUST** to establish an Institute in the name of **Kumaraguru Institute of Agriculture, Sathy-Athani-Bhavani Mani Road, Sakthinagar – 638 315, Erode District** for offering B.Sc. (Hons.) Agriculture Degree Programme in Agriculture duly obtaining affiliation of the TNAU from the academic year **2015-2016**.

WHEREAS TNAU has accorded provisional affiliation to the Trust for offering B.Sc. (Hons.) Agriculture Degree programme in Agriculture for the academic year 2015-16 vide Proceedings No.E1/SF-KIA/17468/2015 dated 06.08.2015 of the Registrar, TNAU, subject to the conditions prescribed therein.

WHEREAS the Trust requested TNAU to permit them to start B.Sc. (Hons.) Agriculture degree programme in Agriculture at the **Kumaraguru Institute of Agriculture, Sathy-Athani-Bhavani Mani Road, Sakthinagar, Erode District** from the academic year 2015-16. As per the recommendation of the Board of Management at its 169th meeting held on 26.07.2014, TNAU has recommended the proposal to the Government for granting "No Objection Certificate" subject to the conditions that the Standing Committee of the University will monitor and guide the **Kumaraguru Institute of Agriculture, Sathy-Athani-Bhavani Mani Road, Sakthinagar, Erode District periodically** to fulfill all the stipulated requirements in the implementation of B.Sc. (Hons.) Agriculture degree programme in Agriculture during 2015-2016 and permanent affiliation will be considered on fulfillment of the requirement already stipulated.

Now these presents witnesseth the party of the First Part (the **TNAU**) and the party of the Second Part (the **Trust**) thereto, hereby agree as follows:

1. In pursuance of the provision in Sec. 5 (j) of the TNAU Act, "**Kumaraguru Institute of Agriculture, Sathy-Athani-Bhavani Mani Road, Sakthinagar, Erode District**" has been temporarily affiliated to the TNAU, Coimbatore for offering the B.Sc. (Hons.) Agriculture degree programme (Four years programme) to the first batch of students admitted during the academic year 2015-2016 with the sanctioned admission strength of **60** (Sixty only). Further, the students strength was increased from 60 to 100 for the year 2018 -2019 and from 100 to 120 for the year 2019-2020.


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2. The Trust should fulfill all the conditions stipulated in the Government Order before admission (G.O. Ms. No.164, Agriculture (AU) Department, dated 31.07.2015).
3. The Trust agreed to fulfill all the infrastructural facilities like Class Rooms, Laboratories, Instructional Farm, Library, Livestock, Transport, Playing Ground, etc. Administrative Office, Hostels, Qualified Staff for Teaching and allied works and administration and recreation of facilities to the students as prescribed by the TNAU in the "Hand Book of Rules for Establishing Agricultural Colleges" for offering B.Sc. (Agri.) Degree programme in Agriculture having the students strength of 60 (Sixty only), as approved by the Board of Management of the TNAU and subsequently increased to 120 (One hundred and twenty only). The "Hand Book of Rules for Establishing Agricultural College" as approved by the Academic Council and the Board of Management of TNAU at its 174th meeting held on 17.08.2015 and 179th meeting held on 25.07.2017 and ensure that all the requirements specified in the Hand Book of Rules are met with and that if any of the conditions and requirements are yet to be fulfilled, efforts should be taken to fulfill the same, the TRUST agrees to fulfill the conditions stipulated in the G.O.(Ms) No.164, Agriculture (AU) Department, dated 31.07.2015 and the TNAU Standing Committee's recommendations and failing which the affiliation will be withdrawn from the next academic year.
4. The Trust agrees that, for Additional admission strength, separate proposal to be submitted to the University three months before the start of the academic programme. The increased admission strength to be considered based on the fulfillment of all the requirements given in the Hand book of rules for establishing new agricultural college and recommendations of the standing committee with a maximum of 120 as in constituent colleges.
5. The Trust agrees to create all infrastructural facilities like administrative and other buildings with sufficient accommodation to meet the immediate academic and other space requirements as specified by University concerned for each of the higher education course/programme with adequate scope for future expansion in conformity with those prescribed


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by the UGC / Statutory / Regulatory body concerned and agreed to be created by the Trust, taking care that all buildings constructed in the college are differently abled friendly – (i.e.) providing with ramps according to specifications and with hand rails etc., so that their vehicles could have easy access, without anybody's help.

6. The Trust shall not deviate or reduce or modify the infrastructural facilities prescribed in the norms referred to in the "Hand Book of Rules for Establishing Agricultural Colleges" without written concurrence from the TNAU and undertakes to continue to maintain the prescribed infrastructure and other facilities without any deviation.
7. The Trust undertakes to provide all adequate civic essential facilities like water, electricity, ventilation, toilets, sewage disposal system etc. at all times in conformity with the norms laid down by the Central/State Government.
8. The Trust undertakes to create and maintain a library with at least **5000 (five thousand only)** books, or 100 (one hundred only) books in different titles on each subject, whichever is more, of the proposed programmes to include both text books and reference books, besides two National journals per subject, along with a book bank facility for students belonging to the Scheduled Castes / Scheduled Tribes and such other sections as may be specified by the UGC from time to time.
9. The Trust agrees to create and modify the infrastructural facilities as per the recommendations of the Standing Committee to meet the development in the education of Agriculture, Horticulture and Allied Sciences and increase in students strength, so as to educate the students of the B.Sc. (Hons.) Agriculture degree programme in Agriculture in the developed sphere of Agriculture, Horticulture and Allied Sciences, as and when directed by the TNAU and within the time limit prescribed for the same.
10. The Trust shall function under the overall supervision of the TNAU in respect of all academic and College administration related matters.
11. The Trust agrees that to start additional degree programmes / new courses proposals are to be submitted to the University one year in advance based on the following conditions:


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The existing Affiliated Colleges should have similar facilities to start a new degree programme as prescribed in the Hand Book of Rules for Establishing Agricultural / Horticultural Colleges and also by the standing committee. The facilities available for the ongoing degree programme will not be taken into account for according affiliation.

12. The Trust agrees that regarding ICAR Accreditation proposals are to be sent in the prescribed proforma by the affiliated colleges to the University for perusal and recommendation to the ICAR through University Standing committee.
13. The Trust agrees that the Registrar of TNAU being the Principal Academic Officer of the TNAU, shall have jurisdiction over the functioning of the Agricultural College in respect of the academic matters and has got full powers to critically review the academic requirements to fall in line with the high academic standards of all other constituent Colleges of the TNAU.
14. The Trust agrees to maintain all the academic records and to send reports thereon as prescribed and directed by TNAU.
15. The Trust agrees to carry out the administration, educational fee and other allied activities of the institute in accordance with the rules framed by the Institute, the TNAU and the Government of Tamil Nadu from time to time.
16. The Trust agrees to fill up the post of Principal from the retired scientists of any State Agricultural Universities not exceed the age of 65 years as suggested by TNAU. The Trust agrees to provide all the facilities to the Dean as extended to his / her counterpart in the constituent colleges of the TNAU. The salary of the Principal of the affiliated colleges is fixed as Rs.1,00,000/- per month, which will be paid by the TNAU, after collecting the six months salary twice in advance (before April for first six months ending September and October for the next six months ending March) from the Management. If the management fails to deposit the Principal's salary to TNAU on the due date, the Standing Committee will not visit the respective campus for assessment. If the Principal wants to resign the post he/she may do so with three months prior notice to the Trust and TNAU and vice versa.



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17. The Trust agrees that among the Principals of affiliated colleges, two Principals may be nominated and appointed by the Vice Chancellor as members of Academic Council in rotation once in two years.
18. The Trust agrees to the effect that TNAU shall exercise complete control over the academic activities of the institute in respect of prescribing the Curricula and Syllabi, the pattern of instruction, the pattern of evaluation, declaration of results and review of the academic record, academic performance and award of degree on par with other institutions affiliated to the TNAU and as prescribed by the TNAU.
19. The Trust agrees for the inspection of the academic records by the TNAU and the TNAU has got full powers to enquire into issue and inspect any record covering academic matters at any time with or without prior notice.
20. The Trust agrees to remit affiliation fee for granting affiliation to each Degree and additional affiliation fee for increasing the strength of students in each programme, as may be prescribed by the TNAU from time to time and in such a manner as may be prescribed, for offering affiliation to the said Institute and other expenditure to be incurred, if any, to conduct the course.
21. At present, the affiliation fee is Rs.20.00 lakhs (Rupees Twenty lakhs only) (one time only) for B.Sc. (Hons.) Agriculture / B.Sc. (Hons.) Horticulture Degree programmes with the sanctioned strength of 60 (Sixty only). The Trust agrees to pay an additional affiliation fee of Rs.10,000/- (per seat) for increased students admission strength.
22. The Trust agreed and deposited Cash Endowment of Rs.20.00 lakhs (Rupees Twenty lakhs only) in Tamil Nadu Transport Development Corporation / Tamil Nadu Power Finance and Infrastructure Development Corporation Ltd., for a minimum period of five years, jointly in the name of the Trust and Comptroller, Tamil Nadu Agricultural University, Coimbatore. After expiry of the period of 5 years, without withdrawing the amount, the Trust should ensure that the cash endowment is retained


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with the Tamil Nadu Transport Corporation / Tamil Nadu Power Finance Corporation Limited for every five years subsequently and this should continue to be in lien with TNAU as long as the college continues the affiliation with the TNAU. The interest amount accrued from the endowment fund is to be utilized by the college with the prior permission of the university for strengthening its faculty development programme.

23. The Trust agrees that the examination fee and tuition fee shall be collected separately as in Anna University.
24. The Trust agrees that the Controller of Examinations, TNAU, Coimbatore to work out the actual cost needed for conduct of examinations including TA and DA to the examiners, and recommend to the Committee for fixation of fee, for revising the examination fee and the Trust agrees to remit the examination fee as recommended by the above Committee to adopt and remit to TNAU, in advance *i.e.* before the commencement of every semester.
25. The Trust agrees to admit the students as per the educational qualifications and other policies prescribed by the TNAU and Government of Tamil Nadu as well as from time to time and also agrees for filling up of seats as per the Norms for the Professional Educational Institutions by the Government as published in the Tamil Nadu Government Gazette Extra-ordinary No. 218 dated 31.08.2006 and in accordance with the Tamil Nadu Admission in Professional Educational Institutions Act, 2007 published in T.N.G.G. Extraordinary Part IV Section.2 dated 05.03.2007 and amendment, if any, and the Tamil Nadu Admission in Agricultural Institutions rules, 2007.
26. The Trust agrees that before admission, the Trust to inform the fee structure including Hostel fees, to the TNAU and get it approved. The approved fee structure will be incorporated in the "Information Brochure" published in TNAU website before admission. The Trust will not deviate from the approved fee structure.


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27. The Trust agrees to collect the Tuition Fees and other fees at the rates prescribed by the Government of Tamil Nadu for the private Self – Financing Engineering Colleges. The Government fixed fee of Rs.40,000/- and Rs.70,000/- (annually) is being collected from students admitted under Counseling quota and Management quota, respectively. Currently the Government has revised fee of Rs.55,000/- for counseling quota and Rs.87,000/- for management quota as per the new fee committee order (G.O.No.30206/TC/2018 dated 07.08.2018 of Director of Technical Education, Guindy, Chennai). However, the recommendations of the Committee constituted by the TNAU for fixation of fee is to be adopted.
28. The Trust agrees that the TNAU reserves the right to depute scientific personnel from the TNAU, once in a year for inspection of the progress of courses and all records related to academic programmes maintained by the institute and the Trust agrees to produce all connected records before the inspecting officials and to render all necessary assistance for the inspection.
29. The Trust agrees that the basic qualification of Teaching staff is with B.Sc. (Agri.) from a State Agricultural University and Post Graduate and Doctoral programme in the concerned discipline of Agriculture and Doctoral degree allied faculty like Veterinary Sciences, Forestry and Horticulture. However, for the basic sciences viz. English, Tamil, Maths, Computer Science and Statistics etc. The Post Graduate and Doctoral programme in the concerned discipline are essential as per the guidelines/norms prescribed by the TNAU for the affiliation of Institutions for conducting Degree programme and the age of teaching staff should not exceed 65 years. The Trust has to ensure the quality of Teaching with adequate staff strength.
30. The Trust agrees that the qualified teachers with "Seven years cumulative services" in different colleges may be considered for appointment as examiners in other affiliated colleges.
31. The Trust agrees to regularly pay the members of the teaching in the pay scales along with applicable allowances as per the pay scales prescribed by the UGC.


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32. The Trust agrees that the Rank system for affiliated colleges is to be followed based on the score card report prepared by the Standing Committee from the ensuing Academic year before start of admission. The ranking of affiliated colleges will be published in the TNAU website prior to admission every year.
33. The Trust agrees that the TNAU Standing Committee shall inspect facilities available and if any improvements are to be made, suitable instructions will be communicated to the Trust for strict compliance.
34. The Trust agrees to pay the following fees as inspection fees in the form of Demand Draft drawn in favour of the Dean (Agriculture), Tamil Nadu Agricultural University, Coimbatore.

Sl. No.	Standing Committee Inspection Fee (to be paid to the University)	Amount of Fee
1.	Fee for first and second visit of the Standing Committee	Rs.1,00,000/- (Rupees One lakh only)
2.	Fee for each additional visit for the Re-Inspection by Standing Committee	Rs.1,00,000/- (Rupees One lakh only)

35. The Trust agrees that the provisional affiliation granted to any academic programme in a college may be suspended / withdrawn after adopting procedures laid down in the Rules and Regulations of TNAU, if the college fails to comply with the provisions made in this behalf or the college has failed to observe / implement any of the conditions of Affiliation or the college has conducted in a manner which is prejudicial to the interests of the University education and / or students.
36. The Trust agrees that the TNAU shall withdraw temporary affiliation and reserves the right to disaffiliate the institute from the subsequent academic year for sufficient and reasonable cause with the approval of its Academic Council and Board of Management after issuing three months advance notice in writing.
37. The Trust agrees that if the University decides to withdraw the temporary affiliation of the college, or the affiliation stands terminated by the order of the University, temporarily or permanently, the University reserves the right to safeguard the educational future of the affected


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students on roll in an appropriate manner as per its decision. The TNAU and the Government of Tamil Nadu shall not have any responsibility or guarantee for the employment of the graduates / post graduates of the Institute.

38. The Trust agrees that the MoU is valid for four years only starting from the academic year 2019-20 and it should be executed afresh thereafter on satisfactory completion of agreement period failing which the temporary affiliation granted will be terminated. During the period of MoU if there is any change in Government Policy / ICAR norms / University Proceedings that will be communicated for strict adherence.
39. The Trust agrees that it is at liberty to engage 30% of the retired scientists for a minimum period of 5 years with an upper age limit of 65 years of age whichever is earlier provided they shall maintain good academic records and good physique as evidenced by appropriate Medical Certificate. The retired scientists should be in possession of basic background education of B.Sc. Agriculture and possess or holds a Doctoral Degree from a State Agricultural University.
40. The Trust agrees and undertakes to always maintain a minimum of 110 acres of lands contiguously for B.Sc. (Hons.) Agriculture degree programme for the existence of the Agricultural College, without any deviation.

Undisputed ownership and possession of land by the Trust as specified below is essential

S.No.	Type of land	For Degree programmes (in acres)
i) Cultivable land		
1.	Wet land	10
2.	Dry land	20
3.	Garden land	15
4.	Orchard	25
5.	Botanical Garden	20
6.	Herbal garden	5
7.	Woodlot*(Agro-forestry)	5
ii) Building: College building, play ground and farm office		10
Total		110

* Woodlot refers to forest (including Agro-forest) / tree plantation


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The Trust agrees to follow the following **ONLINE Admission Procedure** by the Self Financing College affiliated to TNAU:-

1. The details of TNAU admission process is posted in the TNAU web site: www.tnau.ac.in which will be updated from time to time as deemed necessary. The terms and conditions including the minimum educational qualification for admission as prescribed in TNAU website has to be scrupulously followed without any deviation. If any deviation found, it is liable for disaffiliation of Self Financing Colleges affiliated to TNAU.
2. The candidates who are not applying through TNAU online admission should not be entertained under management quota by the Self Financing Colleges affiliated to TNAU. If admitted it will be considered as violation of MoU and attracts disaffiliation from TNAU.
3. All the admission processes (both for Single Window System and Management quota) are through ONLINE only. No paper documents (application form) would be sent to candidates.
4. The candidates seeking admissions for both Single Window System and Management quota of constituent and affiliated colleges of TNAU should apply through online only.
5. Every year the schedule of activities pertaining to UG admission is published in electronic media as well as in the TNAU website. The current admission process involving Integrated University Management System (IUMS) was developed taking into consideration of lapsed seats also, A series of "On-line Counseling" followed by 'Upward Sliding system' is being followed during admission until all seats of affiliated colleges are filled up. If any vacancy arises in UG admission under Management Quota, such vacancies will be considered as vacancies in Government Quota and admission will be made by the Admission Committee of TNAU, in such case, the Trust to report the number of vacancies unfilled under Management Quota in advance to TNAU, to enable the Admission Committee to make admission in the last counseling, by collecting fee prescribed for the students admitted under Counseling Quota. However, the seats should be filled up within 15 days after College opening.


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6. Immediately after first two counseling of the degree programmes, the Admission Committee constituted for admission of B.Sc. (Hons.) Agriculture / Horticulture Degree programmes may start admission to diploma programme.
7. The reappearance examination may be permitted once in a year during summer at the respective affiliated colleges and thereafter the students should write the reappearance examinations along with the juniors.

8. **Other State candidates:-**

The Trust agrees that other State candidates also while applying for management quota in Self Financing Colleges affiliated to TNAU should apply through online only

9. The Trust agrees that Self Financing Colleges affiliated to TNAU should create facilities for use by the applicants for both online application and online fee payment also.
10. The Trust agrees that Self Financing Colleges affiliated to TNAU should adhere to the admission schedule circulated by TNAU each year.
11. The Trust agrees that no student will be allowed to attend classes without online course registration and ID No. allotted by TNAU (Self Financing Colleges affiliated to TNAU).
12. The Trust agrees that the Self Financing College affiliated to TNAU should produce a letter signed by both the parents and candidate that he/she has not paid capitation fee and also has not paid any excess fee and should attach a copy of receipt of fees paid as proof.

ARBITRATION

The Trust agrees to resolve disputes, if any, as suggested by the Registrar of the TNAU, However, in any dispute, the decision of the Vice Chancellor, Tamil Nadu Agricultural University is final and binding on all the parties.

It is also agreed upon that, if any of the above conditions is violated / contravened in any manner by the Trust, the TNAU reserves the right to institute appropriate action for disaffiliation of the college from TNAU.


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IN WITNESS WHEREOF the parties hereto have signed this
Memorandum of Understanding at Coimbatore.


REGISTRAR
Tamil Nadu Agricultural University
Coimbatore - 641 003.

Witnesses:


1. 
(M. ASOKHAN)
Dy Registrar (Affiliations)
TNAU, Coimbatore.


2. 
(R. SRIDHAR)
Dy. Registrar (Education)
TNAU, Coimbatore.

For **SAKTHI FOUNDATION**


TRUSTEE

Witnesses:

1. 
G. MUNIASAMY S/o. K. GURUSAMY
KUMARAGURU COLLEGE OF TECH,
COIMBATORE - 641049.

2. 
(A. Balasubramanian)
S/o U. Athinayana Pillai
B/A. Sakthi Nagar Colony,
Sakthi Nagar Post, Sakthi Nagar,
Erode (Dist) 638315