



13/6/14

GOVERNMENT OF KERALA

Abstract

Health & Family Welfare Department – Academic – Self Financing Medical Colleges under Kerala Christian Professional College Managements' Federation – Fees and admission of students to MBBS and BDS courses during 2014-2015 – Sanction accorded – Orders issued.

HEALTH & FAMILY WELFARE (S) DEPARTMENT

Order No. 1963/2014/H&FWD Dated, Thiruvananthapuram, 13.06.2014

Read: - Agreement dated 29.04.2014 entered into Kerala Christian Professional College Managements' Federation by the Additional Secretary (Health & Family Welfare)

ORDER

Government have discussed the matter of allotment of seats and fees for MBBS and BDS courses to be levied with the Kerala Christian Professional College Managements' Federation and an agreement has been executed with them for the admissions 2014-2015, in the following member Colleges.

1. Amala Institute of Medical Sciences, Amala Nagar.P.O, Thrissur
2. Jubilee Mission Medical College and Research Institute, Thrissur
3. Malankara Orthodox Syrian Church Medical College, Kolenchery, Ernakulam
4. Pushpagiri Institute of Medical Sciences and Research, Thiruvalla
5. Pushpagiri College of Dental Sciences, Thiruvalla

2. In the circumstances, sanction is accorded to the Commissioner for Entrance Examinations for including the colleges under Kerala Christian Professional College Managements' Federation who have agreed to execute agreement with Government in respect of admission and collection of fees from students to be admitted for MBBS and BDS Courses 2014-2015, in 4 Medical Colleges and 1 Dental College under the Federation mentioned above, for allotment of students subject to the terms and conditions specified below: -

3. Terms and Conditions: -

1. 50% of the total seats in the Member Colleges will be filled up by the managements as allotted by Commissioner for Entrance Examinations (CEE) from the list prepared by the Commissioner for Entrance Examinations on the basis of merit from the list of students who have qualified themselves in Kerala Engineering Agriculture Medical Entrance Examination 2014 (KEAM-2014) and in accordance with reservation

principles followed by 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 15% of the total seats filled up by the Managements from 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 in the order of the merit list prepared based on the marks secured in the Entrance Examination and marks obtained in the qualifying examination in the core subjects. The Educational Agency will have the right to apportion the seats within this 35%, to various categories or within the community or denominations thereof, based on *inter se* merit.
3. The Managements are entitled to fill up 15% seats in the NRI category (NRI) by admitting eligible students who are children/dependents of Non Resident Indians, as per the conditions stipulated in GO(MS)No.34/2013/H&FWD dated 05.02.2013 and further orders in this regard if any, issued by Government from time to time. 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. The managements can collect upto ₹ 10,00,000/- (Rupees Ten Lakhs only) for MBBS course and ₹ 4,50,000/- (Rupees Four Lakhs and Fifty Thousand only) for BDS course per annum.
4. The Commissioner for Entrance Examinations 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 Commissioner for Entrance Examinations.
5. The Commissioner for Entrance Examinations shall make a maximum of two allotments only. The Commissioner for Entrance Examinations will assign only such students for admission to a College who are allotted to that College. The CEE shall furnish the final allotment list of the students to be admitted to the Member Colleges on or before the 20th day of September 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.

6. The Educational Agency shall be entitled to fill up those seats still remaining unfilled after the closure of allotment by the CEE. These unfilled seats from Government side shall be filled up by Government up to 20th day of September 2014. The seats still remaining vacant after 20th day of September 2014 are reverted back to the Educational Agency as additional Management seats and the Educational Agency can fill up those seats as per clause 2 above.
7. The tuition fee payable by all the students other than NRI shall be ₹ 4,00,000/- (Rupees Four Lakhs only) per annum for MBBS course and ₹ 3,00,000/- (Rupees Three Lakhs only) per annum for BDS course.
8. Where a student has at the time of admission remitted fees as envisaged in the Agreement, but thereafter is found eligible for the Scholarship specified in Clause 15 below, the Management is liable to return the excess fee realised from the student within one week of the intimation of such concession by the Commissioner for Entrance Examinations, 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, the Management is liable to return the entire fee remitted, by the student, if any, by way of Demand Draft after proper acknowledgment, within three days of the second 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.
9. In the case of SC/ST candidates the fees shall be paid by the Government, from the funds provided by the SC/ST Development Department
10. 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 ₹ 10,000/- (Rupees Ten Thousand only) and other expenses and such other permitted amounts, from students joining in Member Colleges. The Colleges can also collect from students their proportionate share of fees payable to the Universities. Such fees and amounts shall be specifically listed out in the Prospectus and published each year by the Member College. The Federation and the Educational Agency concerned will ensure 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 to the college.
11. The students shall be allowed to relinquish the seats in case of ragging or serious illness or admission to A.F.M.C, N.D.A etc. and in such cases

exemption shall be given from payment of liquidated damages on the merit of each case.

12. The Commissioner for Entrance Examinations shall allot 15% of the total seats (i.e. 15 in every batch of 100 for MBBS and 8 in every batch of 50 for BDS) from among the students belonging to the Community to which the Educational Agency belongs, on the basis of merit. For allotment under these categories, every Member College shall inform the CEE before the 31st day 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 15th June 2014, so that allotment based on the merit to such seats can be done in the online counselling process along with other seats. If sufficient number of candidates are not available under this category, the balance seats will be available as Government merit seats for allotment by the CEE during the online counselling.
13. The Educational Agency can retain the Tuition fee remitted by the student, in the event the student admitted under the Management quota or Government quota, discontinues his/her studies for any reason at any time after 20th September 2014. Further, in case, any student admitted to the College decides to cancel the admission for any reason whatsoever, the Educational Agency shall 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.
14. Each Member College shall be bound to report to the CEE, the seats remaining unfilled after the admission following the first allotment. 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 shall not be available for filling up as additional seats for admission as stipulated above. Furthermore, default in reporting such unfilled seats shall be deemed to be a violation of the Agreement, and the first party shall have the right including retaining the share of the tuition fee remitted by the student with the CEE, recommending to the University cancellation of affiliation of the course for which such admissions have been made in breach of the Agreement and for withholding permission for the renewal of validity of the course for the succeeding years.
15. The Consensual Agreement entered into with Kerala Christian Professional College Managements' Federation is valid for the Academic Year 2014-2015 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. It is clarified that the Colleges under Kerala Christian Professional College Managements' Federation who are now part of the Association, which entered into the agreement need not be required to enter into separate agreement for the year 2014-2015 in respect of those matters covered under this Agreement.

16. Every management will set apart a sum of ₹ 40,00,000/- (Rupees Forty Lakhs only), for a batch of 100 MBBS students in the case of Medical Colleges and ₹ 14,00,000/- (Rupees Fourteen Lakhs only) for a batch of 50 BDS students in the case of Dental Colleges, to be provided as Scholarship in the form of tuition fee waiver to students from Below Poverty Line (BPL) families, other financially poor and the marginalized, the criteria for which will be specified by Government. The said money will be kept in a separate fund by the Management. However, if the number of candidates admitted in any batch is less than 100 for MBBS and 50 for BDS, the above said sum will also be proportionately reduced.
17. The scholarship amount can be apportioned among the BPL and the other eligible candidates, in the proportion decided and announced by the Government as per GO(Rt)No.3498/2012/H&FWD dated 20.10.2012. The beneficiaries of this scheme will be confined to those allotted by the Commissioner for Entrance Examinations.
18. 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.
19. The Management concerned 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 and admission can be cancelled.
20. Calling for options and allotments to all Medical and Dental Colleges, whether; Government/Aided/Unaided, shall be done simultaneously,
21. Both parties to the Consensual Agreement shall place the Agreement before the Fee Regulatory Committee and file the same for the approval and ratification of the Admission Supervisory Committee.
22. The Federation and Educational Agency concerned will ensure 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 Federation 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.

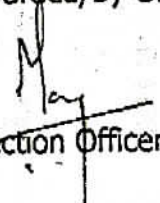
23. Nothing in the agreement shall be deemed as a surrender of the unconditional right of the Federation or the Member Colleges regarding admission of students in all the seats in the colleges.

By Order of the Governor
D.SHAJI,
Additional Secretary to Government

To

The Commissioner for Entrance Examinations, Thiruvananthapuram
The Director of Medical Education, Thiruvananthapuram
The Director of Health Services, Thiruvananthapuram
The Registrar, Kerala University of Health Sciences, Thrissur
The Manger, Admission Supervisory Committee for Professional Colleges,
Ram Mohan Palace (Old High Court Building), Ernakulam
The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram
The Secretary, Kerala Christian Professional College Managements' Federation,
C/o Rajagiri School of Engineering & Technology, Rajagiri Valley.P.O, Cochin-682039
The Member Colleges concerned
The Finance Department
The SC/ST Development Department
The Higher Education Department
Stock File/Office Copy

Forwarded/By Order,


Section Officer