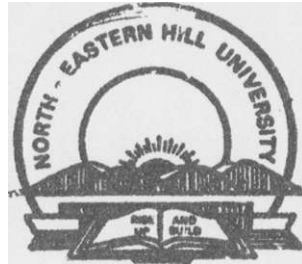


**NORTH-EASTERN HILL UNIVERSITY
SHILLONG**



**MINUTES
ONE HUNDRED FORTY-SEVENTH
MEETING OF THE
EXECUTIVE COUNCIL**

28th June, 2011

ITEM NO.1 CONFIRMATION OF THE MINUTES

- (i) Confirmation of Minutes of the 146th meeting of the Executive Council, held on 24.5.2011. 1

ITEM NO.2 REPORTING ITEMS

- (i) Action taken on the Minutes of the 146th Meeting of the Executive Council.

ITEM NO.3 RATIFICATION OF ACTION TAKEN BY THE VICE-CHANCELLOR.

- (i) Appointment of Visiting Professors/ Fellow/Guest Lecturers, Tura Campus.
- (ii) Electricity charge levied on Warden's Quarter.

ITEM NO.5 ACADEMIC MATTERS

5:1- Statutes/Ordinances/Regulations & Rules

- (i) Amendment to Clause 10(B)(1) of the Recruitment Rules for the post of Semi Professional Assistant.
- (ii) Model Recruitment Rules for Group-C posts in Pay Band-1, with Grade Pay of Rs.1800/- (Pre-revised Group- D posts). 4

- (iii) Amendment to Clause-8 of the Recruitment Rules for the post of System Analyst. 5
- (iv) Amendment to Clause-7 of the Recruitment Rules for the post of Pharmacist. 5
- (v) Amendment to Clause-8 of the Recruitment Rules for the post of Information Scientist. 6

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- (ii) Shillong Engineering and Management College, Jorabat. 7
- (iii) Ratification of action taken by the Vice-Chancellor on Shillong Engineering and Management College, Jorabat. 7

5:8 Others.

- (i) Minutes of the meeting of the Standing Committee on Memoranda of Understanding. 8
- (ii) Draft agreement/MOU for supply of Electricity (low tension) to the different Institution to whom different building in Bijni Complex are proposed to be leased out. 9
- (iii) Memorandum of Agreement (MOA) for Deployment of 25 KW Grid interactive Solar Voltaic Power Plant(GISPV). 9

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| (ii) | Appointment of Head in the Department of Rural Development and Agricultural Production. | 11 |
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| (v) | Confirmation of service of Associate Professor. | 13 |

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**MINUTES OF THE ONE HUNDRED FORTY-SEVENTH
MEETING OF THE EXECUTIVE COUNCIL**

The 147th meeting of the Executive Council was held on the 28th of June, 2011 at 10.00 A.M. in the Committee Room, Administrative Block, Permanent Campus, NEHU, Shillong.

MEMBERS PRESENT:

The list of members who attended the 147th meeting of the Council is appended as Appendix-1.

WELCOME:

The Chairman welcomed all the members who attended the 147th meeting of the Council.

APOLOGY:

Apologies were received from Prof. G.K. Khilnani, Prof. L.K. Maheshwari, Prof. Virginius Xaxa and Dr. Mohandas A., Visitor's Nominees. Dr. Mohandas could not attend the meeting due to his illness.

ITEM NO.I CONFIRMATION OF THE MINUTES

- (i) Confirmation of Minutes of the 146th meeting
of the Executive Council, held on 24.5.2011.**

NO:EC:147:2011:I:(i): The Council considered the Minutes of the 146th meeting of the Executive Council held on 24.5.2011 and the Council **RESOLVED** to confirm the Minutes.



ITEM NO.2**REPORTING ITEMS**

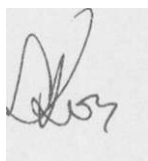
- (i) **Action taken on the Minutes of the 146th Meeting of the Executive Council.**

NO:EC:147:2011:2:(i): The Council considered the action taken on the Minutes of the 146th Meeting and on going through all the items noticed that with regard to Item No.6:2: (v) **on Creation and filling up of posts**, the name of the post and the Department/Section concerned is not mentioned and **RESOLVED** that this should be corrected in the confirmed Minutes of the 146th meeting of the Council. In Item No.7:1:Finance Committee:(i) Nomination of the Pro-Vice-Chancellor as Member of the Finance Committee- the word "**notify**" be replaced by the word "**notified**". The same is to be corrected on the confirmed Minutes of the 146th meeting of the Council. Thereafter the Council **noted** action taken on the Minutes of the 146th meeting of the Council. The Council also **RESOLVED** that in future the word **decision** be used instead of **approval** with regard to **Reporting Items** on the **Action taken** placed on the right side.

ITEM NO.3**RATIFICATION OF ACTION TAKEN BY THE VICE-CHANCELLOR.**

- (i) **Appointment of Visiting Professors/ Fellow/Guest Lecturers, Tura Campus.**

NO:EC:147:2011:3:(i): The Council considered the appointment of Visiting Professors/Fellow/Guest Lecturers, Tura Campus and **RESOLVED** to ratify the action taken by the Vice-Chancellor in



approving that the recommendation for any Visiting Professors/Fellow/Guest Lecturers be made in the Faculty meeting of the concerned department in Tura Campus and the appointment be made by the Pro-Vice-Chancellor in consultation with the Vice-Chancellor provided that it is within the budget provision.

(ii) Electricity charge levied on Warden's Quarter.

NO:EC:147:2011:3:(ii): The Council considered the action taken by the Vice-Chancellor with regard to electricity charge levied on Wardens' Quarters and noted that as the accommodation given to the Wardens is used as office-cum-residence because of which the Vice-Chancellor has allowed of 50% rebate on electricity charges relating to Wardens. The Council **RESOLVED** to ratify the same.

ITEM NO.5

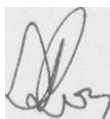
ACADEMIC MATTERS

5:1- Statutes/Ordinances/Regulations & Rules

(i) Amendment to Clause 10(B)(1) of the Recruitment Rules for the post of Semi Professional Assistant.

NO:EC:147:2011:5:1:(i):The Council considered the recommendation of the Local Cadre Review Cell in its 2nd meeting held on 13th June, 2011 on amendment to Clause 10(B)(1) of the Recruitment Rules for the post of Semi Professional Assistant and Resolved to approve the same as follows:

Clause 10(B))(l)Existing Provision	Clause 10(B))(l)Amendment
Mode of Recruitment	Mode of Recruitment
50% by direct recruitment and 50%	50% by direct recruitment and 50%



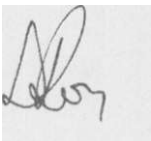
by promotion on the basis of "Seniority cum Fitness". A Matriculate regular Junior Library Assistant with Certificate in Library Science and 5(five) years experience as Junior Library Assistant shall be eligible to be considered for promotion to the post.

by promotion on the basis of "Seniority cum Fitness". A Matriculate regular Junior Library Assistant with Certificate in Library Science **of minimum course duration of 4(four) months** and 5 (five) years experience as Junior Library Assistant shall be eligible to be considered for promotion to the post.

(ii) Model Recruitment Rules for Group-C posts in Pay Band-1, with Grade Pay of Rs.1800/-(Pre-revised Group- D posts).

NO:EC:147:2011:5:l:(ii):The Council considered the recommendation of the Local Cadre Review Cell in its 2nd meeting held on 13th June, 2011 on Model Recruitment Rules for Group-C posts in Pay Band-1, with Grade Pay of Rs.1800/-(Pre-revised Group- D posts) as per UGC letter No.F.57-2/2009(CU) dated 8th April, 2011 and DOPT OM No.AB-14017/6/2009-Estt(RR) dated 30th April, 2010 and **RESOLVED** to approve the same as follows:

- (a) Pursuant to 6th CPC approved recommendations and the aforesaid instruction of the UGC and the DOPT, there will be no further recruitment in Group-D posts.
- (b) The existing Group-D posts may be placed in Group-C Pay Band-1 with Grade Pay of Rs. 1800/- by way of multi-skilling, with one employee performing jobs hitherto performed by different Group-D employees.
- (c) The minimum qualification for appointment to this level will be **Matriculation or equivalent pass OR ITI pass"**



"May be adopted as per special requirements of the post, if any".

- (d) Such Group-D posts placed in Group-C Pay Band-1 with Grade Pay of Rs.1800/- may be given the common designation of **"MULTI-TASKING STAFF"**.

The Council also **RESOLVED** that Establishment-I shall have to re-designate Group-D posts as **'MULTI-TASKING STAFF'(MTS)**.

(iii) Amendment to Clause-8 of the Recruitment Rules for the post of System Analyst.

NO:EC: 147:2011:5:1:(iii):The Council considered the recommendation of the Local Cadre Review Cell in its 2nd meeting held on 13.06.2011 on amendment to Clause-8 of the Recruitment Rules for the post of System Analyst and **RESOLVED** to refer back the matter to the Local Cadre Review Cell to see that in Recruitment Rules all the pay scales be in line with the VI CPC where it has not been done and the educational qualification for System Analyst which is a Group-A post be in line with UGC norms.

(iv) Amendment to Clause-7 of the Recruitment Rules for the post of Pharmacist.

NO:EC: 147:2011:5:1:(iv):The Council considered the recommendation of the Local Cadre Review Cell in its 2nd meeting held on 13th June, 2011 on amendment to Clause-7 of the Recruitment Rules for the post of Pharmacist as per UGC letter No.7-2/2010(JCRC) dated 21st December, 2010 and Ministry of Finance, Department of Expenditure, Implementation Cell OM No.F.1/1/2008-IC dated 18th November, 2009



and **RESOLVED** to approve the same as under:

Clause 7 Existing Provision	Clause 7 Amendment
1. A Matriculate 2. Registered as Pharmacist/ Compounding under Clause-C of section 31 or under 32 of Pharmacist Act, 1948.	10+2 years Diploma in Pharmacy and Registration with State Pharmacy Council.

**(v) Amendment to Clause-8 of the Recruitment
Rules for the post of Information Scientist.**

NO:EC:147:2011:5:l:(v): The Council considered the recommendation of the Local Cadre Review Cell in its 2nd meeting held on 13th June, 2011 on amendment to Clause-8 of the Recruitment Rules for the post of Information Scientist and **RESOLVED** to refer back the matter to the LCRC to see that for Group-A post the revised qualification is in line with UGC/AICTE norms.



5:7- Affiliation Matters:

(i) Genesis of the Court Case of Bissau College.

NO:EC: 147:2011:5:7:(i):The Council discussed at length the case of Bissau College and after a thorough deliberation on the matter **RESOLVED** to accept the provisional affiliation of the college as originally applied for i.e. 23.11.2008-22.11.2011. This has been done in view of the fact that through various court orders the college has been allowed to admit students till 2011 (i.e. virtually 3 years are spent). The final judgment has asked the University to assess afresh. Therefore the College should be immediately informed to apply for renewal of affiliation three months before expiry of the term of affiliation on 22.11.2011, failing which it will be assumed that the college is no longer interested in being affiliated to this University.

(ii) Shillong Engineering and Management College, Jorabat.

NO:EC: 147:2011:5:7:(ii):The Council considered the recommendation of the 146th meeting of the Council to cancel the affiliation in respect of Shillong Engineering and Management College, Jorabat which the Director, College Development Council has informed Shri C.M. Jha, Secretary NEITED and the Council **noted** the same.

(iii) Ratification of action taken by the Vice-Chancellor on Shillong Engineering and Management College, Jorabat.

NO:EC: 147:2011:5:7:(iii): Consequent upon the cancellation of affiliation of the College with NEHU as decided by the 85th Academic Council and the 146th Executive Council, the Principal, Shillong Engineering and Management College, Jorabat, was invited to a meeting with the NEHU officials (Pro-Vice-Chancellor, Controller of Examinations, Director, College Development Council and 3 other



officials of Examination Department on 23.06.2011 to consider the fate of the students already registered with NEHU. The meeting resolved as follows:

(a) the students of Shillong Engineering and Management College, Jorabat shall be allowed to appear in the end semester examination (2nd, 4th, 6th and 8th) and shall cease to be under NEHU after declaration of the results of the Semester Examinations (i.e. in July, 2011). (b) all students enrolled in the college shall stand withdrawn from the privileges of NEHU henceforth. The Vice-Chancellor approved the above decision taken in the meeting of NEHU officials with the Principal, Shillong Engineering and Management College, Jorabat, and the Council ratified the action taken by the Vice-Chancellor.

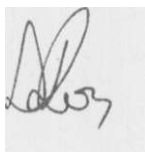
5:8 *Others.*

(i) **Minutes of the meeting of the Standing Committee on Memoranda of Understanding.**

NC):EC:147:2011:5:8:(i):The Council considered the recommendation of the Standing Committee on Memoranda of Understanding between NEHU and RTI, Shillong, Department of Anthropology, NEHU and Aarhus University, Denmark and between NEHU and University of Lille and the Council **RESOLVED** to approve the same. Letter of Intent between NEHU and University Lille-Science et Technologies (France) placed as **Annexure-A**.

The Council also **RESOLVED** that the general Proforma for all MOU documents on the following points be common to all.

(1). the parties of the MOU, (2) scope of the MOU detailing out the responsibilities of the parties of MOU, (3) financial involvement of NEHU, if any, (4) the names of persons(in each party) who will be operating the MOU, (5) duration of the MOU's validity, (6) conditions of termination of MOU and (7) Signatories of the MOU.



(ii) Draft agreement/MOU for supply of Electricity (low tension) to the different Institution to whom different building in Bijni Complex are proposed to be leased out

NO:EC:147:2011:5:8:(ii):The Council considered the Draft agreement /MOU for supply of Electricity (low tension) to the different Institution to whom different building in Bijni Complex are proposed to be leased out and **RESOLVED** that Electricity supply be made by NEHU and realization of Electricity Bill be done as per meter reading and the Council **RESOLVED** to approve the draft MOU as per **Annexure-B**.

(iii) Memorandum of Agreement (MOA) for Deployment of 25 KW Grid interactive Solar Voltaic Power Plant(GISPV).

NO:EC:147:2011:5:8:(iii): (Before taking up on the item Shri A.D. Roye the In-Charge (CDD) and Shri S. Chakraborty, Assistant Engineer(Electrical) were sent for to give a clear picture to the Council for installation of 25 KW Grid Interactive Solar Photo Voltaic Power Plant (GISPV) at University Campus by the Centre for Development of Advance Computing, Thiruvannanthapuram). The Council was informed that the expenditure for operation and maintenance work for the first year will be borne by the C-DAC. The site chosen for the Photo Voltaic Solar Plates is in front of the Administrative Building (in front of V.C's Block) After a period of one year the same will be handed over to the University for operation and maintenance work for which the expenditure is estimated to be Rs.1.91 lakh/year. On hearing the clarification from the Officers concerned the Council **RESOLVED** to welcome the initiative for setting up of one Solar Power Plant of 25 KW and one Hybrid Power Plant of 10 KW (Solar/Wind). The Council also **RESOLVED** that same personnel should be used for operation and maintenance work for both Plants, i.e.



Solar and hybrid types.

ITEM NO.6

ADMINISTRATIVE MATTERS

6:1- Selection Committee

- (i) **Recommendation of the Departmental Promotion Committee for promotion of Assistant Registrars to the post of Deputy Registrar.**

NO:EC:147:2011:6:1:(i):(Before opening the Recommendation of the Departmental Promotion Committee, the Chairman of the Council informed the Council that he had received a Representation from Smti. N.G. Marwein, Assistant Registrar which was also circulated to all the members). The members went through the contents of the letter, deliberated on the matter and found no merit in the Representation and no ground for withholding the result of the interview. The Council **RESOLVED** that it cannot relax the minimum eligibility criteria prescribed by UGC and the Recruitment Rules. Secondly, the Council also noted that only the eligible candidates can be included within the zone of consideration. Accordingly, the Council **RESOLVED** to regret the Representation of Smti. N.G. Marwein.

The recommendation of the Departmental Promotion Committee for promotion of Assistant Registrars to the post of Deputy Registrar was then considered and the Council **RESOLVED** to approve the promotion of the following Assistant Registrars to the post of Deputy Registrars-

1. Smti. P. Warjri
2. ShriB.S. Mohat



**(ii) Recommendation of the Selection Committee
for appointment of University Engineer**

NO:EC:147:2011:6:1(ii):The Council considered the recommendation of the Selection Committee for appointment of University Engineer and **RESOLVED** to appoint Shri Almond M. Kharmawphlang as University Engineer as per recommendation of the Selection Committee. The appointment of Shri Kharmawphlang will be for a period of three years subject to satisfactory performance. The pay scale be fixed as per rules. The Council also **RESOLVED** to direct the University to advertise the Executive Engineer post.

**6:2- Appointment/Creation /Up-gradation of
post/Confirmation Extension/Option/
Transfer/Release/Termination.**

**(i) Confirmation of service of Dr.(Mrs) Caroline
Mukhim, Medical Officer, NEHU, Shillong.**

NO:EC:147:2011:6:2(i): The Council considered the confirmation of service of Dr.(Mrs) Caroline Mukhim, Medical Officer, NEHU, Shillong, and **RESOLVED** to confirm her service w.e.f. from 11.07.2008 as Dr. Mukhim has completed the probation period of 2 years on 10.07.2010.

**(ii) Appointment of Head in the Department of Rural
Development and Agricultural Production.**

NO:EC:147:2011:6:2(ii): The Council considered the appointment of Head in the Department of Rural Development and Agricultural Production and **RESOLVED** to appoint Prof. S.C. Srivastava as Head of the Department of Rural Development and Agricultural Production for a

period of three years w.e.f. 1st August, 2011 (AN) and the term shall automatically stands extended upto the end of the concerned semester if it ends during the academic session.

(iii) Appointment of Head, Department of Law.

NC):EC:147:2011:6:2:(iii): The Council considered the appointment of Dr.(Mrs) J.J. Mozika as Head, Department of Law, as recommended by the 146th Executive Council meeting held on 24.5.2011 in place of Dr. Chintamani Rout. However according to Resolution No:EC:146: 2011: 6:2: (xviii) the Council resolved to follow the provision of the existing Statute-7(3). Therefore, in view of the existing Statute -7(3), the Council **RESOLVED** to extend the term of Headship to Prof. C.Rout till the end of the current semester i.e. 19th July, 2011 and Dr.(Mrs) J.J. Mozika shall take over as the next Head of the Department Prof Law w.e.f. 19.7.2011 (AN) after the expiry of the term of Prof. Rout. The Council also **RESOLVED** that at present the existing system be followed and that Headship shall continue till the end of the concerned Semester i.e. (last working day prior to semester break and last working day prior to Winter Vacation). The Council further **RESOLVED** that as the Academic Council and Executive Council have recommended the amendment to Statute 7(3) the Council directed the University to send to Ministry of Human Resource Development the amendment to Statute 7(3).

**(iv) Acceptance of technical resignation tendered
by Dr. Debjani Roy, Professor in the Centre for
Distance Education, NEHU, Shillong.**

NO:EC:147:2011:6:2:(iv): The Council considered the acceptance of technical resignation tendered by Dr. Debjani Roy, Professor in the

Centre for Distance Education, NEHU, Shillong, as she has been confirmed in the service of India Gandhi National Open University as Officer on Special Duty w.e.f.03.03.2009 and **RESOLVED** to accept the technical resignation w.e.f. 28.02.2009(AN).

(v) Confirmation of service of Associate Professor.

NO:EC:147:2011:6:2:(v): The Council considered the confirmation of service of Associate Professor and **RESOLVED** to keep the confirmation case in abeyance and wait clarification from UGC.

6:6-Service Condition/Financial & Other benefits,

(i) Rajbhasha Awards.

NO:EC:147:2011:6:6:(i):The Council considered the recommendation of the 38th meeting of the Official Language Implementation Committee to introduce three Rajbhasha Awards of Rs. 10,000/- each and accepted in principle for one award to be announced and conferred on the 19th of July, 2011 which is also the NEHU Foundation Day to popularize and encourage employees to do official work in Hindi. The expenditure for this purpose to be charged against Head of Account Pt.I(Non Plan) (v) Office Contingency 2011. The Council **RESOLVED** to approve the same.

(ii) Introduction of Annual Performance Appraisal Report replacing Annual Confidential Report.

NO:EC:147:2011:6:6:(ii): The Council considered the introduction of Annual Performance Appraisal Report replacing Annual Confidential



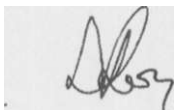
Report and **RESOLVED** that Bilingual Proforma for Annual Performance Appraisal Report prescribed by DOPT for Central Government Officers/Employees be introduced for all ^categories of employees in the University.

(iii) Extension of Revised Pay Scale to 5 (five) Casual Labourers conferred with temporary status who were given higher pre-revised Pay Scale.

NO:EC:147:2011:6:6:(iii): The Council **RESOLVED** to accept Point No. **(d)** In terms UGC letter No.F.7-11/2007(CU) dated 21st April, 2011 the services of Casual Labourers conferred with temporary status may be regularized against the vacant Group-D posts as per DOPT norms stipulated in the Casual Labour (grant of temporary status and regularization) Scheme of Government of India, 1993. With regard to point (e) for pay protection the Council **RESOLVED** not to accept the proposal as there is no provision in the rule to protect the pay of Casual Employee with Temporary Status. With regard to Point No.**(f)** it has **RESOLVED** that if there are any left out cases of Casual Labourers who have not been conferred with Temporary Status falling under the above 1993 notification the matter may be referred to UGC.

(iv) Regularization of cases under Assured Career Progression(ACP)Scheme and representation Of NEHUNSA dated 24.6.2011.

NO:EC:147:2011:6:6:(iv): In view of the letter dated 13.3.2006 from UGC, the Executive Council **RESOLVED** that it is unable to agree to the representation of NEHUNSA. Any grievances resulting from the



UGC letter of March 2006 may be brought to the notice of UGC with full justifications.

6:7- Others.

(i) Leasing out of Bijni Complex.

NO:EC:147:2011:6:7:(i): The Council considered the leasing out of Bijni Complex as approved by the 146 meeting of the Council and **RESOLVED** to approve the recommendation of the Committee and the Draft MOU as per **Annexure-C**. The Council also authorized the Registrar to negotiate with the Parties regarding the period of lease for a minimum period of two years but not to exceed five years.

(ii) Realization of electricity consumption bill.

NO:EC:147:2011:6:7:(ii): The Council considered the realization of electricity consumption bill for quarters on flat rates and **RESOLVED** to approve the same as follows.

Sl.No.	Type of consumption	Consumption	Amount(per month) Rs.
1.	Temporary/tin shed	0.50 KW	130.00
2.	Type -I	1.00 KW	260.00(130x2)
3.	Type-II/Small Ruab	1.50 KW	400.00(130x3+10)
4.	Type-III/Large Ruab	2.00 KW	550.00(130x4+30)
5.	Type- IV L-type	2.50 KW	700.00(130x5+50)
6.	Type V/P-type	3.00 KW	850.00(130x6+70)



7.	New P- Type	3.50 KW	1000.00(130x7+90)
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1. Realization of electricity bills with effect from January, 2011 till July, 2011 may be made on flat rate basis in respect of quarters since the meter reading for individual quarter as on 1st January, 2011 may not have been on record.
2. The amount collected at flat rate from January to July, 2011 will be adjusted once meter reading starts and average can be worked out over the next six(6) months.
3. The meter reading of the quarters be made w.e.f. August, 2011 by CDD and the billing process be effected by forming a Revenue Cell under the CDD with the available total manpower with the Electrical Engineers. The mode of creation of such Revenue Cell, the composition of the same thereof, shall be decided by the Electrical Engineers of the University.
4. Where meters are defective the same be changed within six months. During this period, charges will be as per SI.2 above.
5. Where metres become defective subsequently electricity charges will be as per average.
6. The rate to be adopted for billing of electricity consumption shall be as per MeECL tariff billing.
7. Circular be issued to the occupants that they shall have to forward the meter reading monthly and CDD will arrange a Drop Box and other details will be worked out.
8. Complaints about defective meters will be attended . However, if repeated complaints are found to be not genuine, the charges will be paid by the occupants.



The Council further **RESOLVED** that wherever violations and malpractices are found the matter be reported immediately to the authority.

ITEM NO.7**FINANCIAL MATTERS*****7:5-Annual Accounts/Annual Reports*****(i) Annual Report 2010-2011 (Centre for Science Education).**

NO:EC:147:2011:7:5:(i): The Council considered the letter of the Chairman, Editorial Board for Annual Report addressed to Prof. Man Mohan Singh, Head, Centre for Science Education, for non-receipt of the Report of the Centre for the year 2010-11. The Council deliberated at length on the matter and the Council took a serious view of the fact that despite earlier expression of concern for non-submission of Annual Report by Prof. M.M. Singh he continues to refuse to comply with the relevant direction of the University viz. submission of Annual Report for 2010-11 vide letter No.881 dated 14 June, 2011. It was also noted that Prof. M.M. Singh refused to take the letter addressed to him by the Chairman, Editorial Board for Annual Report claiming that he was not the Head of the Centre for Science Education vide report dated 14.6.2011 from Mr. R. Jana, LDC, Department of Anthropology, NEHU, addressed to the Head, Department of Anthropology. The Council therefore directed the Registrar to inform Prof. Singh to submit the Annual Report to the Chairman, Editorial Board without any further delay viz. within 2(two) weeks of the date of communication.



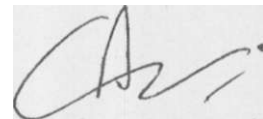
(ii) Annual Accounts of the University for the year 2010-11.

NO:EC:147:2011:7:5:(ii): The Council considered the Annual Accounts of the University for the year 2010-11 and **RESOLVED** to accept the Annual Accounts for the year 2010-11 for placement of the same before the Accountant General for auditing.

The meeting ended with a vote of thanks from the Chair at 4.15 P.M.

A

(L. Roy)
Secretary



(Prof. A.N. Rai)
Chairman

APPENDIX-I**LIST OF MEMBERS WHO ATTENDED THE 147TH MEETING OF THE
EXECUTIVE COUNCIL HELD ON 28TH June, 2011.**

- | | | |
|----|--|----------|
| 1. | Prof. A.N. Rai
Vice-Chancellor
NEHU, Shillong | Chairman |
| 2. | Prof. E.D. Thomas
Pro-Vice-Chancellor
NEHU, Tura Campus | Member |
| 3. | Prof. D.K. Singh (Visitor's Nominee).
Professor of French
Banaras Hindu University
Varanasi | Member |
| 4. | Prof. B.S. Mipun
Dean, School of Human and Env.Sciences
NEHU, Shillong. | Member |
| 5. | Prof. P. Nayak
Dean, School of Economics, Mngt. & Info.Sciences
NEHU, Shillong | Member |
| 6. | Prof. B.K. Sharma
Dean, School of Life Sciences
NEHU, Shillong | Member |
| 7. | Prof. J. War
Dean, School of Humanities
NEHU, Shillong | Member |
| 8. | Prof. R.P. Bajpai
SAIF, NEHU, Shillong | Member |

- | | | |
|-----|---|-------------------|
| 9. | Dr. M. K. Das
Reader, Statistics Department.
NEHU, Shillong | Member |
| 10. | Shri Taliremba
Finance Officer
NEHU, Shillong | Permanent Invitee |
| 11. | Shri L.Roy
Registrar
NEHU, Shillong. | Secretary |

Letter of Intent

Between

Universite Lille - Sciences et Technologies

(France)

And

North-Eastern Hill University, Shillong

(India)

In order to develop scientific co-operation in the field of Research and Higher Education,

The "Universite Lille 1 - Sciences et Technologies" represented by its President Philippe ROLLET
And

The "North-Eastern Hill University, Shillong" represented by its Vice-Chancellor have decided to foster co-operation over the coming year by:

- Exchanging all useful information concerning the two institutions as to their respective research activities and educational programmes,
- Finding external, institutional or departmental finance to finalise joint activities leading to research and student mobility. Signing this letter of intent implies no financial binding on either parties. *
- Developing research projects in the field of Science.
- If the project of cooperation looks promising at the end of one year the Universities may sign a more detailed MOU to carry on the work.

A final report will be written at the end of one year to be evaluated in order to decide on the following steps to this co-operation.

Villeneuve d'Ascq, the Shillong, the

Philippe ROLLET
%, President of University Lille 1 - Sciences et
Technologies

Registrar
North-Eastern Hill University, Shillong

AGREEMENT FOR SUPPLY AT LOW TENSION

This Agreement made this _____ Day of _____ 2011 between the North Eastern Hill University, Shillong (hereinafter called the (1st Party) which term shall mean and include its successors and assigns of the one part and the _____ hereinafter called (2nd Party) which term shall also include, its Successors and assigns of the other part.

WHEREAS the 2nd party shall install its Campus at BIJINI Campus 1st Party at LAITUMKHAH of, Shillong - 793003, District East Khasi Hills, Meghalaya and the purpose for smooth working of the _____ as per the Memorandum of Understanding dated _____ (enclosed).

WHEREAS the 2nd Party, for the purpose of supply of electricity for running their _____ approached 1st Party for supply of electricity from the nearest supply point of the 1st Party and for that purpose, the 2nd Party obtained requisite permission from the Meghalaya Energy Corporation Limited Shillong in favour of 1st Party on certain terms and conditions stipulated therein.

WHEREAS the 1st Party is willing to supply electricity to the 2nd Party from their nearest supply point to enable the 2nd Party to run and operate the _____ within the Bijini Complex Of 1st party on the following terms and conditions.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

1. That the 2nd Party shall make all arrangements at their own cost for drawal of electricity from the nearest supply point of the 1st Party and the 1st party shall supply the requisite quantity under the category of bulk supply.
- 2, That the 2nd Party shall pay to the 1st party _____ as per sanction and approval given by the Meghalaya Energy Corporation Limited vide their letter _____ (copy annexed).
3. That the 2nd Party shall take from the 1st Party the supply of electricity for a load not exceeding _____ KVA for exclusive use for the purpose of running their _____ at the premises situated at BIJINI Campus of 1st Party at BIJINI Complex, Laitumkrah, Shillong - 3, District East Khasi Hills, Meghalaya.

That the contract demand agreed between the 2nd party and the 1st party will be for the 2 (Two) year at _____ and shall be payable monthly by the 2nd Party to the 1st Party on production of bill by the 1st Party.

That the 2nd Party shall comply with the requirements of the Indian Electricity Act, 1910, the Indian Electricity Rules, ^1956, the Electricity (Supply) Act, 1948, the Schedule for Tariff, terms and conditions of supply prescribed by the 1st Party from time to time and shall agree not to dispute the same at any time in any manner what so ever.

- i) That this Agreement shall come into force from the date of signing this Agreement, the 1st Party intimates in writing to the 2nd party that the 1st Party is ready to give the supply and on expiry of the thirty days period from the date of communication as aforesaid and the 2nd Party, in the event does not take the supply on being offered, the 2nd Party shall be liable to pay to the 1st party, the minimum charges as may be applicable and decided by the 1st party and all the terms and conditions of this Agreement shall be binding on both the Parties from the date of signing and executing this Agreement.
- /. That the 2nd Party hereby undertakes to avail the supply of electricity under the Agreement for a minimum period of 2(Two) years from the date of Agreement.
- 8, That the 1st Party reserves their right to terminate this Tenancy at any time if the 2nd Party violates any conditions and stop the supply of electricity by giving seven days notice in writing.
- 9, That in case, the 2nd Party fails to pay the 1st Party any sum due for payment on the date (a) fixed for payment thereof, the 1st Party may charge an Interest/surcharge at 10% per year maximum as deem fit and the 2nd Party shall not, under any circumstances, withhold or dispute any bill or bills without making payment within due date.
- 10, That the 2nd Party agrees that refund/recovery arising out of any disputed bill shall be made from the bill only after the settlement of disputes.
- 11, That the 1st Party reserves their right to vary, modify or alter from time to time, the terms and conditions or supply under this Agreement with the change of Tariff rate and Rules and Regulations and further, the 1st Party also reserves their right to enhance the rate of electricity supply with the enhancement of rate by the Supplier i.e. the Meghalaya Energy Corporation Limited, Shillong.
- 32, That the 2nd Party agrees to pay charges every month as prescribed in the Tariff and terms and conditions of supply even if no electricity is consumed for any reason whatsoever and also if the charges for the electricity actually consumed are less than the minimum charges. The minimum charges shall also be payable by 2nd Party if electricity is not consumed because the supply has been disconnected by the 1st Party due to non-payment of electricity charges, pilferage or other malpractice or any other valid reason for discontinuance/interruptions of supply.
- jU, That the 2nd Party agrees to pay additional charges as may be levied by the 1st Party in case the 2nd Party is found indulging in theft of energy or any malpractice in respect of the use of electrical energy and also agrees the reservation of 2nd Party to disconnect the supply of electricity in addition to levy of the additional charges, for such period as may be decided by the 1st Party.

4. That Party will have access in the premises of the 2^{na} Party and the 2nd Party will not cause any hindrance.
5. That the 2nd party will pay the 1st Party for all the maintenance cost against the defect of Energy meter etc. to be installed together with panel Board in the _____^{b y t h e} Party on production of bill by the 1st Party.
6. That either Party shall be at liberty to termination of this Agreement by giving 30(Thirty)days notice in writing, after expiry of one year.

Witnesses:

North Eastern Hill University, Shillong.

Minutes of the Meeting of the Committee to Coordinate Leasing out of the Bijni Campus held on 16.5.2011 in the Seminar Hall , Bijni Campus, Laitumukrah, Shillong.

Members Present:

- | | |
|---|-------------|
| 1. Pro- Vice- Chancellor, NEHU, Shillong | - Chairman. |
| 2. Registrar | - Member |
| 3. University Consultant, NEHU, Shillong | - Member |
| 4. Deputy Registrar, Estate, NEHU, Shillong | - Member |
| 5. Shri. W.R. Lyngdoh, Asstt. Engineer (Civil),
In-Charge Maintenance Cell, NEHU, Shillong | - Invitee |
| 6. Shri. S. Chakroborty, Asstt Engineer (Civil)
CDD, NEHU, Shillong | - Invitee |
| 7. Shri. M. Bhattacharjee, Jr. Engineer (Civil)
NEHU; Shillong | - Invitee |
| 8. Shri. M:S. Cidiki, Jr. Engineer (Civil)
NEHU, Shillong | - Invitee |
| 9. Asstt. Registrar, Estate, NEHU, Shillong | -Convener |

The following officials of the Aganooa were interested in hiring the buildings in Bijni Campus on rental and were present in the meeting:

1. Shri. P. Hangsing, RPFC, EPI , Jhithlorig
2. Shri. A K. Sharma Roy, AO, EPI O, JmillWHI
3. Shri. K.M. Deb, University for Health and Management, Shillong.
4. Shri. H.W.T. Syiem, University of Management and Management, Shillong.
5. Smti. W.A.M. Booth, Director, Nil I,
6. Shri. E. Kharwanfang, OSD. Nil I. Uhllyfty
7. Smti. K. Sengupta, RGIIM, Shillony
8. Shri. R.C. Sexena, CAO, RGIIM, Mhilldfly

At the outset the Chairman welcomed the old members and called the meeting to order. He also gave an overview of the existing facilities and the conditions of the buildings at the Bijni campus. A thread bare discussion on the following resolutions were taken:

(I) Rent assessed *according to the Assam Urban Areas Rent Control Act 1971.*

- (a). Assam Type Building @ W. 1/O ft* 1\$ per month.
- (b) RCC type of buildings @ 4f11 per month.

This was agreed by the committee.

(2) The Buildings were tentatively allocated as follows:

<u>BUILDING</u>	ALLOTTEE
(a) <u>Building No. 1</u> [Computer Centre, RSIC (SAIF)]	Government Provident Fund Commissioner
(b) <u>Building No. 4</u> [Girls Hostels]	Kujiv (Gandhi IIM.
(c) <u>Building No. 5</u> [Academic Staff College Hostel]	National Institute of Fashion Technology (NIFT)
(d) <u>Building No. 9 (B)</u> [Office Chamber of COE etc.	University of Technology Si Management

(3) Water Supply:-

The University shall continue to provide water through NEHU tanker. The present system shall continue subject to a maximum of Two Tanker load per day. The University shall charge the tenants according to consumption per head basis. However, any additional requirement of water shall have to be arranged by the tenants themselves. Meanwhile, an attempt will be made by the University to restore original Municipality water supply connection. The University has also applied for second water connection which may take some more time to be installed.

3. Electricity:

Separate energy meters shall be installed in different buildings so that the tenants will be charged as per the actual consumption of electricity.

However, the University has an agreement with the **MESEB (Meghalaya State Electricity Board)** to meet the demand load of electricity which has to be shared by the tenants on a pro-rata basis.

4. Status of the Buildings:

- (i) **SAIF:-** The Head of the Department had informed that their departmental Condemnation Committee has condemned the heavy equipments. The University condemnation Committee will expedite steps to condemn the same so as to enable SAIF to start the process of dismantling heavy condemned equipments. But the process shall take *some more time*.
- (ii). **SRC :** Tentatively the SRC shall be relocated in the Bamboo Cottages at Permanent Campus , for which modalities shall be finalized by the University and the SRC.
- (iii). **Sports, Publication Cell:** The University shall relocate the Sports and the Publication Cell in the NEHU Permanent Campus.
- (iv). **The Distance Education and the IGNOU** Centre shall be relocated in Building No. 6, 7 & 8.
- (v) • The Building No. 2 that is University Seminar Hall shall continue to remain with NEHU.
- (vi) The Academic Staff College Hostel shall be shifted to NEHU Permanent Campus as and when the construction for the same is complete. CDD shall taken all necessary steps to speed up the pace of construction.
- (vii) The University shall inform the Local Durbar about proposed renting « out of its premises to other Educational Institutions. The tenants shall also seek permission from the Local Durbar for running of the Hostels/ Guest Houses etc.
- (viii) The present system of providing security by the University is to continue in the Bijni Complex. But expenses on this has to be shared by the tenants on equitable basis. However, additional requirement of security, if any, shall have to be arranged by the tenants by themselves.
- (ix) It was also decided that the Basket Ball Court in the Bijni Complex should not be used as a parking place and it should be kept free for Sports and other activities. Therefore, available parking space in Bijni Complex is to be shared by all the agencies .

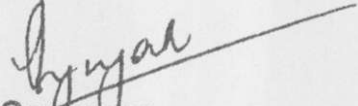
(x). **Action Plan:**

The Campus Development Department shall prepare the Plan and estimate for repair and facelift of all these buildings. But the work has to be awarded by the agencies themselves and they will engage their own contractors, and also supervise them. The expenses on renovation shall be adjusted against the rent.

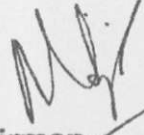
(xi). Estate Section shall take necessary action through the University Condemnation Committee to dispose all the condemned items lying in the Stores in the Bijni Complex and occupying huge space. The whole process might take 3/4 weeks time to be completed. The CDD shall be requested to facilitate shifting of Publication to the USIC Complex at the earliest by completing the renovation and modification of the USIC. The CDD was also requested to complete the Academic Staff College Hostel Building at the earliest.

(x) The Sports Department may be shifted to the basement of the University Health Clinic at Permanent Campus for which the CDD shall make necessary, partitions at the earliest.

Finally, the meeting ended with a **Vote of Thanks** from the Chair. After the meeting all the allottees visited the Buildings site for an on the spot assessment along with NEHU Officials.



Convener



Chairman

MEMORANDUM OF AGREEMENT

This Agreement made this _____ June, Two Thousand and Eleven between the NORTH EASTERN HILL UNIVERSITY, Shillong represented by the Registrar hereinafter called the FIRST PARTY which expression shall unless excluded by or repugnant to the context be deemed to include his legal representative, successors in office, assigns etc. of the one part and the _____

_____ having its office at Shillong, in the State of Meghalaya, represented by its _____ hereinafter called the SECOND PARTY which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns of the other part.

Whereas, the FIRST PARTY is absolutely seized and possessed of or otherwise well sufficient entitled to the landed property together with buildings standing thereon known as "Bijni Complex" located at Bhagyakul, Laitumkrah, Shillong, East Khasi Hills District.

Whereas the request of the SECOND PARTY for the purpose of setting up of Classrooms and Offices, the FIRST PARTY is willing to let out one of the buildings, as per the Sketch enclosed and Schedule described hereinbelow on rental basis on a monthly rent of Rs. _____, (in words) for a period of 2 (two) years w.e.f.

Two Thousand and Eleven on the terms and conditions as stipulated hereincontained.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. In consideration of the rent hereby reserved and the covenant conditions and agreement hereinafter contained and on the part of the SECOND PARTY to be paid observed and performed the FIRST PARTY do hereby demise unto the SECOND PARTY the aforesaid property as agreed hereto to HAVE AND TO HOLD the said demise property unto the SECOND PARTY for the term of 2

(two) Years commencing on and from _____ YIELDING AND PAYING unto the FIRST PARTY thereon during the said term of the monthly rent of Rs. _____ (in words) on demands and within the tenth day of each succeeding month of the expiry of each current month of which the rent is payable. The Lease may be extendable for further terms with the consent of both the Parties to the Agreement, on such terms and conditions as may be mutually agreed upon.

2. That the SECOND PARTY shall, during the said term be responsible to keep and maintain the cleanliness of the demised property and its surroundings and also keep it in good repair and condition at his own cost.
3. That for provision of electricity for the demised property a separate Contract Agreement is being drawn up in consultation with the SECOND PARTY.
4. that the SECOND PARTY shall deposit a Security Deposit equal to the amount of three months rent with the FIRST PARTY before occupation of the building premises refundable on the expiry of the lease after deduction and adjustment of balance rent, damage and liability, if any, caused to the building premises.
5. That the SECOND PARTY shall not permit the said premises, including wood works, floor or any fixtures or fittings including the doors, windows and fittings contained therein to be damaged or depreciated in any manner (natural wear and tear excepted) and will regularly and punctually pay all the rates and other sums of money which may from time to time during the said term become payable.
6. That the SECOND PARTY will repair, restore and make good at its own cost and expenses any damage or injury the said premises may sustain when such damage or injury is caused by the SECOND PARTY or any person or persons for whom the SECOND PARTY is responsible.
7. The FIRST PARTY shall execute during the said term of the lease annual repairs and all major structural repairs of the said property with prior permission of the FIRST PARTY at his own cost and expenses for good upkeep and maintenance of the demised property.
8. The FIRST PARTY shall further undertake to execute major repairs at his own cost or shall authorize the SECOND PARTY to undertake the repairs after having

approved expressly and in writing of the estimate for such repair, prepared by the SECOND PARTY under the supervision of the FIRST PARTY. The expenditure on this account as may be specified in the estimate incurred by the SECOND PARTY shall be adjustable against the monthly house rent payable to the FIRST PARTY in equal monthly instalments.

9. That the SECOND PARTY shall not transfer, assign or sublet or part with the possession of the demised property or any portion thereof and no trees shall be felled which are within the compound.
10. That the SECOND PARTY shall at the end of the term or of an earlier determination of this lease will peaceably surrender possession and yield up into the FIRST PARTY the demised property either in the same condition as they had * been at the time of taking occupancy of the same (reasonable wear and tear thereof and damages caused by tempest, fire or caused by any act of omission or negligence of the SECOND PARTY, his servants, agents and workers, earthquakes, flood, civil disturbances or act of God only excepted).
11. That the SECOND PARTY shall not make any addition to or alteration in the demised property or any part thereof except such as the FIRST PARTY shall have previously approved of in writing.
12. That the SECOND PARTY will not at any time during the period of lease term carry out, or permit to be carried on in the demised property or any part thereof, any offensive, obnoxious, noisy or dangerous activity, nor do or cause to be done in the demised property or any part thereof any act, matter or thing that may prove to be a nuisance to the neighbourhood or the FIRST PARTY nor use the same or allow the same to be used for any illegal or immoral purpose but will use the demised property solely for their offices and classrooms.
13. That the SECOND PARTY shall permit the FIRST PARTY or his/her agents from time to time and at all times during the term during reasonable hours in the daytime with or without workmen to enter the demised premises or any part thereof to view the state of repair and condition thereof and of all defects and want of reparation then and there found and which the SECOND PARTY shall be liable to repair or make good under the covenant herein before contained to give

or leave for the SECOND PARTY at or on (he demised property or any part thereof notice in writing or make good (lie same within the space of one month after the receipt of such notice or sooner, if necessary and possible and within such time the SECOND PARTY will at his own cost and to the satisfaction of the FIRST PARTY repair and make good such defects or wants of reparation accordingly.

14. That the SECOND PARTY shall be responsible for demised premises and its property in so far as security aspects are concerned.
15. That the SECOND PARTY at the time of vacation, shall demolish the alteration/addition or part thereof made on the building premises and restored the premises to its original position at his own cost, unless otherwise it is permitted by the FIRST PARTY in writing that the demise property with any
«
addition/alteration made shall not be disturbed and shall belong to the FIRST PARTY on termination of the Lease.
16. That the SECOND PARTY shall ensure that students do not loiter in the Campus during odd hours, create nuisance to the neighbourhood or keep any illicit substance within the hostel Campus.
17. All disputes and differences between the parties hereto and determination of any liability or the construction or interpretation of any of the terms and conditions contained in this lease shall be referred to the Vice-Chancellor, NEHU, and his decision shall be final and binding upon both the Parties.
18. The SECOND PARTY hereby agrees to give notice that it shall quit, vacate and deliver up the said demised property on the expiry of the term to the FIRST PARTY at least one month prior to the expiry of the term agreed unless otherwise the lease is extended.

Provided both will have the option to terminate the lease on two months prior notice from either side without assigning any reason.

In witness whereof, the Parties set their hands this day, month and year above written in presence of the following witnesses.

Signature of Second Party.

Signature of First Party

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

SCHEDULE PROPERTY ON LEASE

BOUNDARY

East	Feet.
North	Feet.
West	Feet.
South	Feet