

MOTHER AND CHILD WELFARE AND RESEARCH FOUNDATION INDIA

School & Boarding: "Mother & Child House"

564, J.R. Ghosh Garden, P.O. Laskarpur,
Mahamayatala, Garia, 24 Pgs (S), Kolkata - 153
24hr Helpline: 9830888888, 9831028888, 9830028888
Email: vp@motherandchildngo.org, sec@motherandchildngo.org
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INDEMNITY BOND

Draft Agreement to be executed by the Parent/Guardian of Child due for Admission/Already Admitted to Mother & Child Welfare & Research Foundation India, on non-judicial stamp paper worth Rs. 100/-

Schooling is collaboration between the school and the family in developing a child to his full potential. School as an expert body, particularly a boarding school that Mother & Child Welfare & Research Foundation India, Kolkata, India is, understands the imperatives of education, therapy, counseling for child development and hence has built conventions, rules, practices, and as amended from time to time, to enhance and promote the learning and development of all its students.

These rules, instructions, practices are built with a view to promote general well being of the larger community of learners at Mother & Child campus and it is possible that individual interests may have to be forsaken for the wider interests of the learning community.

The covenants of this agreement/indemnity bond are accordingly defined and parents are expected to support and cooperate with the school in every possible manner.

This agreement therefore, puts down briefly the responsibilities of the parents or guardians of the students admitted to Mother & Child Welfare & Research Foundation India, Kolkata, India.

1.	This agreement is made on	day of	(month) 20	
	between			
	(Name),	resident	o f	
		(city)	(country) (hereinafter called the	
	"Parent", which expression shall, unless excluded by the context or the meaning thereof, be deemed to include his/her			
	heirs, executors, administrators and legal representatives) of the one part and Mother & Child Welfare & Research			
	Foundation India, Kolkata, India, (hereinafter called "School/Institute" which expression shall, unless excluded by the			
	context or the meaning thereof, be deemed to be represented by the Headmaster of Mother & Child Welfare &			
	Research Foundation India, Kolkata, India, of the other part.			
2.	Whereas	Admission No	son/ward of the Parent and has, at the	
	request of the Parent, been selected for admission to the School for the purpose of receiving education, therapy,			
	behaviour counseling inter alia, on the terms and conditions hereinafter appearing.			
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3.	The parent/guardian had approached and desired to admit the child in the institute for which it shall abide by all rules			

- and regulations set up by the institute and they shall bear all the expenses for maintenance as well as any related medical cost associated with the Child.
- 4. Now it is hereby agreed by and between the parties hereto as follows:
 - a) That in consideration of the student being admitted to the Mother & Child Welfare & Research Foundation India, Kolkata, India, by the Headmaster, for the purpose of the aforesaid education, therapy, counseling at the request of the parent/guardian, he, the parent/guardian, covenants with the Headmaster that the student will attend the Mother & Child Welfare & Research Foundation India, Kolkata, India, regularly and will observe and comply with all the rules and regulations thereof for the prescribed period and that he, the parent/guardian shall contribute to the Institute regularly and promptly and whenever called upon to do so as prescribed.

- b) That the said student has been admitted on the understanding that his first year is probationary and that he may be required to leave the school at the end of the first term or first year, depending on the level of Retardation or on Medical Grounds if the Headmaster is of the opinion that his capability and attainment do not reach the standard specified as requisite for admission, giving a notice of 2 months to the maximum.
- c) That the Headmaster can, at any time, in the interest of the school, have the student removed if in the Headmaster's sole discretion the student or his parent/guardian has failed to accept the discipline of the school and his continued presence is detrimental to the interest of the other students.
- d) That NO Contributions/Donations/Deposits, partial or full, will be refunded if the said student is required to leave the School during the term time for any reasons.
- e) Our Institute takes all precautionary measures to ensure safety of its students at all given time and circumstances, but due to the extent of retardation/problem on a case to case basis of the individual, the institute is not liable for any damage/charge of anaphylactic reaction of a drug on account of injuries, including animal bites fatal or otherwise, illness or accident, resulting in any sort of injury, disability or death during the stay of the child in the School, Hostel or on a Tour, Camp or Trek, etc. which may be sustained by the student, at any time during his/her stay in School, while taking part in studies, sports and extra curricular or any other form of activities of the School, within or outside the School premises. All expenses that may be incurred in the treatment of such injuries, will be borne by the parent/guardian as provided in the rules of Mother & Child Welfare & Research Foundation India, Kolkata, India.
- f) And that if there is any dispute as to the effect or meaning of these agreement or in any way touching or arising out of these agreement, the same shall be referred to the sole arbitration of the Board of Governors, Mother & Child Welfare & Research Foundation India, Kolkata, India, whose decision shall be final.
- The School provides a resident doctor on campus. The school however does not take any responsibility for Anaphylactic reaction of a drug which child sustains in case of treatment administered by the school Resident Medical Officer/any referral hospital out side the school Campus, unless the school has been informed of such allergy by the parents in the medical form supplied by the school.
- h) The Parent/Guardian hereby agrees to indemnify the School/Institute from all risks of any nature whatsoever arising without limitations any duty of care owned under this agreement for any loss, damage, accident, injury or death incur by my ward. I further affirm that if any injury, damage, accident including death by any reason caused to my ward during his stay inside the hostel of the said institution or outside or any of the staff, I hold the said Institution/Hostel not liable and indemnity and hold harmless the said Institution its Agents, Advisors, Volunteers, Board of Governors, Associates, Directors and Employees from and against any and all liabilities claims, suits or actions, court damages and expenses which may be brought or made against the said Institution/Hostel/School on account of any injury, damage, accident and/or death caused to any said ward.
- i) The Parent/Guardian hereby agrees to indemnify the School/Institute for any loss caused to the school or its property or to its people by the ward, as determined by the Headmaster.
- j) The Parent/Guardian agrees to settle the dues and outstanding bills, if any at the end of the academic years or at the time of the ward leaving the School and it is further agreed that the School has the right of lien over the testimonials and other certificates till the dues/outstanding bills by the School.

Signed and delivered by Parent/Parents Signed and delivered by Headmaster at Mother & Child Campus, For and on behalf of 564, J R Ghosh Garden, Garia, Mother & Child Welfare & Research Foundation India P. O. Laskarpur, Mahamayatala, 564, J R Ghosh Garden, Garia, Mahamayatala, Kolkata - 700 153 (WB, India) Kolkata - 700 153 (WB) India. on_____ on____ in the presence of_____ (witness) in the presence of_____ (witness) Resident of Resident of _____ Signature of witness 1 Signature of witness 2 Address: _____ Address: City: _____ City: _____ Telephone: Telephone:

The Parent/Guardian has read the Prospectus of the School/Institute and other related documents and confirms to that the rules, instructions, covenants contained therein are fully understood by the parent and the parent so

undertakes to abide by the provisions so set forth

In witness whereof the parties to this agreement / indemnity affix their signatures as below:

5.