Ref: आर./स्था./2013/476 dt - 27/4/13

~~DRAFT ORDINANCE 12~~

WRITTEN CONTRACT OF APPOINTMENTS

Every teacher and member of the academic staff of the University shall be appointed on a written contract, the form of which is hereby prescribed and appended to this ordinance".

TO BE TYPED ON NON-JUDICIAL STAMP PAPER
& SUBMIT ONE ORIGINAL AND TWO COPIES THEREOF.

SERVICE CONTRACT

ARTICLES OF AGREEMENT EXECUTED his / her the _____ day of _____ the year Two Thousand the _____ Year of the Republic of India between _____ S/o/D/oW/o _____ aged _____ years, residing at _____ of the first part (hereinafter called 'the party of the first part') and the Central University of ..... of the second part.

WHEREAS the Dr. Hari Singh Gour Vishwavidyalaya, Sagar, (M.P.) (hereinafter referred in as "the University") have engaged the party of the first part as _____ (Designation) and the party of the first part has agreed to serve the University on the terms and conditions hereinafter contained;

Now these present witness and the parties here to respectively agree as follows:

1. The party of the first part shall submit to the orders of the University and of the authorities under whom he may from time to time, be placed by the University and shall remain in the service commencing from the date of joining duty _____ (Date) subject to the terms and conditions herein contained.

2. The party of the first part shall devote his / her whole time and attention efficiently and diligently to his / her duties and at all time obey the rules including the University Service Conduct Rules prescribed for the time being for the regulations of the branch of the University to which he may be attached and shall whenever required to perform such duties as may be assigned to him / her from time to time.

3. The party of the first part shall be of the Teacher's / Officer's rank and his / her status shall be that of _____ (Designation) in _____ (Department / Centre/Office) as on the date of appointment.

4. The party of the first part shall be from the date of coming into force of this contract, be granted Rs._____ (Basic Pay including the grade pay of Rs._____) in the pay scale of Rs._____. He/she shall also be eligible for the usual allowance as admissible under the rules of the University in force.

5. The party of the first shall, during the period of his/ her agreement earn leave according to the rules applicable to him/her.

6. If the party of the first part is required to travel in the interest of the University Service; he/she shall be entitled to travelling allowance on the scale applicable to the Officers of equal rank in the University.

7. His/her agreement may be terminated at any time within the said period of the age of superannuation by either party, by giving three months' notice in writing to the other, provided always that either party may in lieu of the notice, give to the other party a sum equal to the salary of the period which may fall short of three months.

8. The party of the first part shall be eligible to the benefit of the University Provident Fund / Pension / New Pension Scheme according to the rules applicable.

9. The Party of the first part shall submit himself / herself for Self Appraisal PABS methodology as prescribed by the UGC as notified and amended from time to time.

10. In regard to any matter in respect of which no provision has been made in this agreement, the provision of the rules made or deemed to have been made under Article 309 B & 313 of the Constitution of India, the provisions of any Act or Rule made by the University in regard to the employees borne in the category of the Teacher / Officer in the University service shall apply to the extent to which they are applicable to the service of the party of the first part under this agreement and the decision of the University as their applicability shall be final.

IN WITNESS WHEREOF _____ the party of the first part and the (Name) Registrar acting for and on behalf of and by the order and direction of the Executive Council, have hereunto set their hands in the _____ year of the REPUBLIC OF INDIA.

SIGNED BY THE PARTY OF THE FIRST PART:
IN THE PRESENCE OF:
Witness: 1) 2)

WRITTEN CONTRACT FOR SHORT-TERM APPOINTMENT

Memorandum of Agreement made this the ..... day of ..... Two Thousand and .....between (hereinafter called the 'Teacher') on the first part, and the Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.) a body corporate constituted under the Central Universities Act, 2009 (No.25 of 2009) hereinafter called the 'University') on the second part.
It is hereby agreed as follows:

1. That the University hereby appoints..... to be a member of the teaching staff of the University with effect from the .....and the said .....hereby accepts the engagement, and undertakes to take such part in the activities of the University and perform such duties in the University as may be required by and in accordance with the said Act, Statutes and Ordinances framed there under, for the time being in force, whether the same relate to organisation of instruction, or teaching, or research or the examination of students or their discipline of their welfare, and generally to act under the direction of the authorities of the University.

2. That the said ..... shall be a whole-time teacher of the University and unless the contract is terminated by the Executive Council or by the teacher before the expiry of the term of his appointment for which he is appointed or is terminated as hereinafter provided, shall continue in the service of the University for the period of his appointment as aforesaid.

3. That the University shall pay ..... during the continuance of his engagement hereunder as a remuneration of his services a basic pay of Rs. ....., including grade pay of Rs..... in the scale of pay.....plus usual allowances per mensem, raising by annual increments of Rs. ..... to a maximum pay of Rs. ..... per mensem.

   Provided that no increment shall be withheld or postponed save by a resolution of the Executive Council on a reference by the Vice-Chancellor to it, and after the teacher has been given sufficient opportunity to make his written representation.

4. That the said teacher agrees to be bound by the Statutes, Ordinances, Regulations and Rules for the time being in force in the University, provided that no change in the terms and conditions of service of teacher shall be made after his appointment in regard to designation, scale of pay, increment and provident fund so as to adversely affect him.

5. That the teacher shall devote his whole-time to the service of the University and shall not, without the written permission of the University, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or

other work to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examination of Universities or learned bodies or public service commission, or to any literary work or publication or radio talk or extension lectures, or with the permission of the Vice Chancellor, to any other academic work.

6. It is further agreed that this engagement shall be liable to be determined before the expiry of the aforesaid period of appointment by the University except on the grounds specified and in accordance with the procedure laid down in Statute 25 of the Statutes of the University.

7. The teacher may at any time, terminate his engagement by giving one month notice in writing or salary in lieu thereof to the Executive Council, provided that the Executive Council may waive the requirement of notice at its discretion.

8. On the termination of this engagement, from whatever cause, teacher shall deliver up to the University all books, apparatus, records and such other articles belonging to the University as may be due from him.

In witness whereof the parties hereto affix their hands and seal.
Signature:
Designation:
In the presence of:

1. Signature
   Designation
2. Signature:
   Designation

Signed and sealed on behalf of the University under the authority of the Executive Council by:
Signature:
Designation:
In the presence of:

1. Signature
   Designation
2. Signature:
   Designation