

**DEENBANDHU CHHOTU RAM UNIVERSITY OF SCIENCE & TECHNOLOGY**

**MURTHAL (SONEPAT)**

**EMPLOYEES CONDUCT RULES AND SCHEDULE OF PENALTIES**

**1. Short title, commencement and application :**

- i) These rules may be called as “Deenbandhu Chhotu Ram University of Science & Technology, Murthal, Employees Conduct Rules, 2011”.
- ii) They shall come into force with immediate effect.
- iii) The provisions contained in these rules shall apply to all employees of the University.

**2. Definitions** – In these rules, unless the context otherwise requires, -

- (a) “competent authority” means:
  - (i) “The Executive Council” in the case of all employees serving in the Pay Band-3 & 4 (Rs. 15600-39100 and Rs. 37400-67000).
  - (ii) “The Vice-Chancellor” in the case of employees serving in Pay Band-2 (9300-34800).
  - (iii) “The Registrar” in the case of employees serving in Pay Band-1 (4440-7440 and 5200-20200).
- (b) “employee” means any person appointed by the University, and includes teachers and all other staff of the University;
- (c) **“members of family” in relation to an employee includes:-**
  - (i) the wife or the husband, as the case may be, of the employee, whether residing with the employee or not but does not include a wife or husband, as the case may be, separated from the employee, by a decree or order of a competent court;
  - (ii) son or daughter or step-son or step-daughter of the employee and wholly dependent on him/ her, but does not include a child or stepchild who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law;
  - (iii) any other person related, whether by blood or marriage, to the employee or to the employee’s wife or husband and wholly dependent on the employee.

**3. General -**

- 1). Every employee shall at all times -
  - (i) maintain absolute integrity;
  - (ii) maintain devotion to duty;
  - (iii) do nothing which is unbecoming of an employee; and
  - (iv) do nothing which is subversive of discipline.
- 2) An employee shall at all times be courteous in his/her dealings with other members of the staff and the students of the University and members of the public at large.
- 3) Every salaried officer and teacher, except the Vice-Chancellor and the Registrar, shall be appointed under a written contract agreement, which shall be lodged with the University and any dispute arising out of a contract between the University and officer or teacher shall, at the request of the teacher or officer concerned or at the instance of the University, be referred to a Tribunal of arbitration consisting of one member appointed by the Executive Council and one member nominated by the officer or teacher concerned and one nominee of the Chancellor. The decision of the majority of the members of the Tribunal shall be final and no suit shall lie in any civil court in respect of the matter decided by the Tribunal.
- 4) Unless otherwise stated specifically in his/her contract agreement of appointment, every employee shall be a whole-time employee of the University, and may be called upon to perform such duties as may be assigned to him/her by the competent authority, beyond scheduled working hours & on holidays including Saturday and Sundays. These duties inter alia shall include attendance at meetings of committees to which he might have been appointed by the University.
- 5) An employee shall be required to observe the scheduled hours of work, during which he/she must be present at his/her place of duty.

- 6) Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission of the competent authority.
- 7) No employee shall leave station except with the prior permission of the competent authority even during period of leave or vacation.
- 8) Whenever leaving station, an employee shall inform the Branch Officer/ Chairperson of his/her Department / or the Vice-Chancellor, if he/she is himself/herself the Chairperson of the Department/ branch officer and the address where he/ she would be available during the period of his/her absence from station.
- 9) **Prohibition of Sexual Harassment of Working Women:-**
  - i) No employee shall indulge in any act of sexual harassment of any women employee at her work place and University premises.
  - ii) Every employee who is Incharge of a work place shall take appropriate steps to prevent sexual harassment to any woman at such work place and University premises.

**Explanation:-** For the purpose of this rule, 'sexual harassment' includes such unwelcome sexually determined behaviour, whether directly or otherwise as-

- (a) physical contact and advances;
- (b) demand or request for sexual favours;
- (c) making any sexually coloured remarks;
- (d) showing any pornographic material; and
- (e) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

**4. Employment of near relatives of employees in Colleges or Institutions affiliated to the University:-**

No employee shall use his/her position or influence directly or indirectly to secure employment for any member of his/her family in any College or Institution affiliated to the University.

## 5. Taking part in politics and elections

- (1) No employee shall be a member of, or be otherwise associated with, any political party or any organization which takes part in politics nor shall he/she take part in, subscribe in aid of, or assist in any other manner; any political movement or activity.
- (2) No employee shall canvass or otherwise interfere or use his/her influence in connection with or take part in any election to a legislative body or a local authority.

### **Provided that –**

- (a) an employee qualified to vote at such election may exercise his/her right to vote, but where he/she does so, he/she shall give no indication of the manner in which he/she proposes to vote or has voted;
- (b) an employee shall not be deemed to have contravened the provisions of this sub-rule by reason only that he/she assists in the conduct of an election in the due performance of a duty imposed on him/her by or under any law for the time being in force.

**Explanation –** The display by an employee on his/her person, vehicle or residence of any electoral symbol shall amount to using his/her influence in connection with an election within the meaning of this sub-rule.

## 6. Joining of Associations by employees –

No employee shall join, or continue to be a member of an association, the objects or activities of which are prejudicial to the interest of the sovereignty and integrity of India or public order or morality.

## 7. Demonstration and Strikes – No employees shall:-

- (i) engage him/herself/herself or participate in any demonstration which is prejudicial to the interests of sovereignty and integrity of India, the security of the State, friendly relations with foreign states, public order, decency or morality or which involves contempt of court, defamation or incitement to an offence, or

- (ii) resort to or in way abet any form of strike in connection with any matter pertaining to his/her service or any other employee.

## **8. Connection with Press or Radio or Electronic Media or Patents**

- (1) No employee shall, except with the previous sanction of the University, wholly or in part, conduct or participate in the editing or management of, any newspaper or other periodical publication.

- (2) No employee shall except with the previous sanction of the University or the prescribed authority or except in the bona fide discharge of his/her duties:-

- (a) publish a book himself/herself or through a publisher, or contribute an article to a book or a compilation of articles; or

- (b) participate in a radio broadcast or contribute an article or write a letter to a newspaper or periodical;

either in his/her own name or anonymously or pseudonymously or in the name of the any other person:

Provided that no such sanction shall be required,-

- (i) if such publication is through a publisher and is of a purely literary, artistic or scientific character; or

- (ii) if such contribution, broadcast or writing is of a purely literary, artistic or scientific character.

Provided further that the University may withdraw at any time the sanction so granted, if there are reasons to believe that the sanction is being misutilized, after affording reasonable opportunity of being heard.

Note: Subject to the restrictions noted below, members of the staff are at liberty, without any sanction as contemplated in paragraph (2) above, to publish their original scientific works in journals of repute in India and

abroad. Such articles must be strictly confined to purely scientific subjects and should not touch upon political issues.

Publication of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the competent authority.

**9. Criticism of University –**

No employee shall, in any radio broadcast/electronic media/print media/through soft skills or in any document published in his/her own name or anonymously, pseudonymously or in the name of any other person or in any communication to the press or in any public utterance make any statement of fact or opinion-

- (i) which has the effect of any adverse criticism of any current/ recent policy or action of the University;
- (ii) which is capable of embarrassing the relations between the University and Haryana State Govt. or Central Govt. or any other State Govt. or any organization or a member of the public.

Provided that nothing in this rule shall apply to any statements made or views expressed by an employee in his/her official capacity or in the due performance of the duties assigned to him/her.

**10. Evidence before committee or any other authority. -**

- (1) Save as provided in foregoing sub-rule (3), no employee shall except with the previous sanction of the University, give evidence in connection with any enquiry conducted by any person committee or authority.
- (2) Where any sanction has been accorded under sub-rule (1), no employee giving such evidence shall criticize the policy or any action of the University or the Govt. of India, Govt. of Haryana or any other state Govt.
- (3) Nothing in this rule shall apply to -

- (a) evidence given at enquiry before an authority appointed by the University, Govt., Parliament or a State Legislature: or
- (b) evidence given in any judicial enquiry; or
- (c) evidence given at any departmental enquiry ordered by the University Authorities.

**11. Un-authorized Communication of the Information. –**

No employee shall except in accordance with any general or special order of the University or in the performance in good faith of the duties assigned to him/her, communicate, directly or indirectly, any official document or any part thereof; or information to any University employee or any other person to whom he/she is not authorized to communicate such document or information.

**12. Subscriptions. –**

No employee except with the previous sanction of the University or of the prescribed authority, ask for or accept contributions to or otherwise associate himself/herself with the raising of any funds or other collections in cash or in kind in pursuance of any object whatsoever.

**13. Gifts-**

- (1) Save as otherwise provided in these rules, no employee shall accept or permit any member of his/her family or any other person acting on his/her, behalf to accept, any gift, the acceptance of which may lead to comprising his/her integrity and / or to influence him/her in the discharge of his/her duties.

*Explanation.-* The expression “gift” shall include free transport, boarding lodging or other service of any other pecuniary advantage when provided by any other person other than a near relative or personal friend having no official dealings with the employee.

**Note-** (i) A casual meal, gift or other social hospitality shall not be deemed to be a gift.

**Note-** (ii) An employee shall avoid accepting lavish hospitality or frequent hospitality from any individual having official dealings with industrial or commercial firms, organizations, etc.

- (2) On occasions such as weddings, anniversaries, functions or religious functions, when the making of a gift is in conformity with prevailing religious or social practice, an employee may accept gifts from his/her near relatives and friends but he/she shall make a report to the University if the value of any such gift exceeds Rs. 25000.

**14. Prohibition of dowry.** – No employee shall-

- (i) give or take or abet the giving or taking of dowry; or
- (ii) demand, directly or indirectly, from the parents or guardian of a bride or bride-groom, as the case may be, any dowry.

**Explanation** – For the purpose of this rule, “dowry” has the same meaning as in the Dowry Prohibition Act, 1961 (28 of 1961), as amended from time to time.

**15. Public demonstration in honour of employees –**

No employee shall, except with the previous sanction of the University, receive any complimentary or valedictory address or accept any testimonial or attend any meeting or entertainment held in his/her honour or in the honour of any other employee:

Provided that nothing in this rule apply to –

- (a) a farewell entertainment of a substantially private and informal character held in honour of an employee or any other employee on the occasion of his/her retirement or transfer of any person who has recently quit the service of University; or
- (b) the acceptance of simple and inexpensive entertainment arranged by public bodies or institutions.

**16. Private trade or Employment –**

- (1) No employee shall, except with the previous sanction of the University, engage directly or indirectly in any trade or business or negotiate for, or undertake, any other employment;

Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature or occasional work of artistic or scientific character subject to the conditions that –

- (i) he/she shall, within a period of one month of his/her undertaking any such work, report to the University giving full details.
- (ii) his/her official duties do not thereby suffer;
- (iii) he/she shall discontinue any such work if so directed by the University:

Provided further that, if the undertaking of any such work involves holding of an elective office, he/she shall not seek selection to any such office without the previous sanction of the University.

**Explanation – Canvassing by an employee –**

- (i) in support of the business of insurance agency, commission agency, etc., owned or managed by his/her wife/husband or any other member of his/her family; or
  - (ii) for a candidate for an elective office referred to in the second proviso, shall be deemed to be a breach to this sub-rule.
- (2) No employee shall, without the previous sanction of the University, except in the discharge of his/her official duties, take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956 (Act I of 1956), or any other law for the time being in force or any co-operative society for commercial purposes:

Provided that an employee may take part in the registration, promotion or management of a co-operative society substantially for the benefit of University employees or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860) or any corresponding law in force, subject to the conditions that –

- (i) he shall, within a period of one month of his/her taking part in such activity, report to the University giving full details;
- (ii) his/her official duties do not thereby suffer;
- (iii) he shall discontinue taking part in any such activity if so directed by the University.

Provided further that, if taking part in any such activity involves holding of an elective office, he shall not seek election to any such office without the previous sanction of the University.

**Explanation I.** – A “cooperative society” means a society registered, or deemed to be registered under the Cooperative Societies Act, 1912 (2 of 1912) or any other law relating to co-operative societies for the time being in force in any State.

**Explanation II.** – Canvassing for a candidate for an elective office referred to in the second proviso shall be deemed to be breach of this sub-rule.

- (3) No employee shall accept any fee for any work done by him/her for any public body or any private person without the sanction of the prescribed authority.

#### **17. Investment, lending and borrowing:-**

- (1) No employee shall speculate in any business nor shall he/she make or permit his/her spouse or any member of his/her family to make, any investment likely to embarrass or influence him/her in the discharge of his/her official duties.

- (2) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he/she is likely to have official dealings.

**18. Insolvency and habitual indebtedness –**

- (1) An employee shall manage his/her private affairs in a manner so as to avoid habitual indebtedness or insolvency. When an employee is found to be liable to arrest for debt or has recourse to insolvency or when it is found that half of his/her salary is continuously being attached, he/she may be liable to dismissal from service of the University. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report full facts of the case to the University.
- (2) An employee who gets involved in some criminal proceedings shall immediately inform the competent authority through his/her Chairperson of Department/ Branch Officer irrespective of the fact as to whether he/she has been released on bail or not.

An employee who is detained in police custody whether on a criminal charge or otherwise for a period longer than 48 hours shall not join his/her duties in the University unless he/she has obtained written permission to that effect from the University.

**19. Movable, immovable and valuable property –**

- (1) Every employee shall, on his/her appointment to any service or post and thereafter at such intervals as may be specified by the University, submit a return of his/her assets and liabilities, in such form as may be prescribed by the University, giving the full particulars regarding:
- (a) The immovable property inherited, owned, acquired or held on lease or mortgage, by him/her or his/her spouse or any member of his/her family, either in their own name or in the name of any other person;

- (b) Shares, debentures and cash including bank deposits inherited or similarly owned, acquired or held by him/her or his/her spouse or any other member of his/her family;
- (c) Other movable property inherited or similarly owned, acquired or held by him/her or his/her spouse or any other member of his/her family; and
- (d) Debts and other liabilities incurred directly or indirectly by him/her or his/her spouse or any other member of his/her family.

**Note – I.** Sub-rule (1) shall not ordinarily apply to Class IV employees, but the University may direct that it shall apply to any such employee or class of such employees.

**Note – II.** In all returns the value of items of movable property worth less than Rs. 10,000 may be added and shown as a lump sum. The value of articles of daily use such as clothes, utensils, crockery, books, etc., need not be included in such return.

**Note – III.** Every employee who is in service on the date of the commencement of these rules shall submit a return under this sub-rule on or before such date as may be specified by the University after such commencement.

- (2) No employee shall, except with the previous knowledge of the prescribed authority, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise either in his/her own name or in the name of any member of his/her family;

Provided that the previous sanction of the prescribed authority shall be obtained by the employee if any such transaction is –

- (i) with a person having official dealings with the employee, or
- (ii) otherwise than through a regular or reputed dealer, or through State Urban Development Authorities.

- (3) Where an employee enters into a transaction in respect of movable property either in his/her own name or in the name of a member of his/her family, he/she shall within one month from the date of such transaction, report the same to the prescribed authority, if the value of such property exceeds Rs. 1,00,000/-.

Provided that the previous sanction of the prescribed authority shall be obtained if any such transaction is –

- (i) with a person having official dealings with the employee; or
  - (ii) otherwise than through a regular or reputed dealer.
- (4) The University or the prescribed authority may at any time, by general or special order, require an employee to furnish, within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by him/her on his/her behalf or by any member of his/her family as may be specified in the order. Such statement shall, if so required by the University or by the prescribed authority, include the details of the means by which, or the source from which, such property was acquired.
- (5) The University may exempt any category of employee belonging to Class III or Class IV from any of the provisions of this rule except sub-rule (4). No such exemption shall, however, be made without the concurrence of the Vice-Chancellor of the University.

**Explanation** – For the purpose of this rule –

- (1) The expression “movable property” includes –
- (i) insurance policies, the annual premium of which exceeds Rs. 10,000 or one-sixth of the total annual emoluments received from University whichever is less, jewellery, shares, securities and debentures;
  - (ii) loans and advances by such employee whether secured or not; and

- (iii) motor cars, motor cycles, horses, or any other means of conveyance; and
- (iv) refrigerators, airconditioners and other electronic goods.

(2) "Prescribed Authority" means –

- (i) "The Executive Council" in the case of all employees serving in the Pay Band-3 & 4 (Rs. 15600-39100 and Rs. 37400-67000).
- (ii) "The Vice-Chancellor" in the case of all other employees

## **20. Vindication of Acts and Character of employee**

No employee shall, except with the previous sanction of the competent authority, take recourse to any court of law or to the press or the electronic media for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character.

Provided nothing in this clause shall be deemed to prohibit an employee from vindicating his/her private character or any act done by him/her in his/her private capacity.

## **21. Protocol**

- (i) No employee shall correspond direct with an authority superior to officer under whom he/ she is immediately serving, or with the state Government or the Central Government as a matter of routine, except in case of extreme emergency, in which case he/ she must send copies of his / her communications to his/ her immediate superior.
- (ii) Employees are prohibited from approaching Members of Parliament/ Legislators / Ministers, either personally or through the medium of a friend or relation, for seeking personal and any other favour.

## **22. Bigamous Marriages**

- (1) No employee shall enter into, or contract, a marriage with a person having a spouse living; and
- (2) No employee, having a spouse living shall enter into, or contract, a marriage with any person;

Provided that the University may permit an employee to enter into, or contract, any such marriage as is referred to in sub-rule (1) or sub-rule (2), if it is satisfied that –

- (a) such marriage is permissible under the personal law applicable to such employee and the other party to the marriage; and
- (b) there are other grounds for so doing.

### **23. Misconduct –**

The following acts of omission and commission on the part of employees shall amount to ‘**misconduct**’:

- (i) Consumption of intoxicating drinks and drugs – An employee shall-
  - (a) strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he/she may happen to be for the time being;
  - (b) take due care that the performance of his/her duties is not affected in any way by the influence of any intoxicating drinks or drugs;
  - (c) not consume intoxicating drinks or drugs in public;
  - (d) not appear in a state of intoxication in a public place;
  - (e) not be present on duty in a state of intoxication; and
  - (f) not habitually use any intoxicating drinks or drugs to excess.
- (ii) gambling within the premises of the University;
- (iii) smoking within prohibited areas in the premises of the University;
- (iv) willful insubordination or disobedience, whether singly or in connivance with others;
- (v) participation in an illegal strike or abetting, inciting, instigating or acting in furtherance of the same;
- (vi) neglect of work or any other type of negligence of a serious nature or willful slowing down the performance of work, malingering or abetment or instigation thereof;
- (vii) theft, fraud and dishonesty in connection with the business of the property of the University;
- (viii) taking or giving bribes or any illegal gratification;

- (ix) habitual late attendance, absence without leave or overstaying the sanctioned leave without sufficient grounds or proper satisfactory explanation;
- (x) breach of contract agreement or any standing order or any law or rules applicable at the University;
- (xi) collection without permission of the competent authority of any money within the premises of the University;
- (xii) engaging in any business or trade within the premises of the University;
- (xiii) riotous, disorderly or indecent behavior in the premises of the University;
- (xiv) commission of any subversive act or breach of discipline or good behavior within the premises of the University;
- (xv) breach of any rule or instruction with regards to maintenance and running of any department or the maintenance of cleanliness of any portion of the premises of the University;
- (xvi) frequent repetition of any act of omission;
- (xvii) conviction in any court of law of any criminal offence involving moral turpitude;
- (xviii) giving false information regarding name, age, father's name, qualification, or nature of previous service and experience at the time of employment;
- (xix) carelessness, laziness and inefficiency, bad time-keeping, quarrelling, extortion, threatening, committing nuisance during office hours;
- (xx) conduct in private life prejudicial to the reputation of the University;
- (xxi) sale of tickets for lotteries or raffles and;
- (xxii) any sarcastic remark which is aimed at to demean University / Public authority.
- (xxiii) abetment of or attempt to abetment of any of the above acts of misconduct.

#### **24. Academic dishonesty/Plagiarism**

In academic institution, plagiarism by students, professors or researchers is considered an academic dishonesty or academic fraud. If anybody is found involved in an act of academic dishonesty/plagiarism, will be subjected to an

appropriate action, upto and including expulsion/termination of services. In such cases Vice-Chancellor shall constitute a committee to look into the matter of such activity/plagiarism. Considering the recommendation of the committee, the University will take an appropriate action as per these rules.

**25. Representations –**

- (a) Whenever an employee wishes to put forth any claim, or seeks redressal of any grievance or of any wrong done to him/her, he/she must forward his/her case through proper channel, and shall not forward advance copies of his/her application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.
- (b) No employee shall be signatory to any joint representation addressed to the authorities for redressal of any grievance or for any other matter.

**26. Interpretation –** If any question arises relating to the interpretation of provisions of these rules, it shall be referred to the Executive Council of the University whose decision thereon shall be final.

**27. Delegation of power –** The University may, by general or special order, direct that any power exercisable by it shall subject to such conditions, if any, as may be specified in the order, be exercisable also by such officer or authority as may be specified in the order.

**28. Repeal and saving –** Any rules corresponding to the rules in force immediately before the commencement of these rules and applicable to the employees to whom these rules apply are hereby repealed;  
 Provided that any order made or action taken under the rules so repealed shall be deemed to have been made or taken under the corresponding provisions of these rules.

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**SCHEDULE OF PENALTIES**

1. **Penalties** – The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on an employee namely:-

**Minor Penalties**

- (i) warning with a copy in the personal file (character roll);
- (ii) censure;
- (iii) withholding of promotion;
- (iv) recovery from pay of the whole or part of any pecuniary loss caused by negligence or breach of rules of the University or orders or directions of superior authorities;
- (v) withholding of increments of pay without cumulative effect.

**Major Penalties**

- (vi) withholding of increments of pay with cumulative effect;
- (vii) reduction to a lower stage in the time scale of pay for a specified period, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his/her pay;
- (viii) reduction to a lower scale of pay, grade, post or service which shall ordinarily be a bar to the promotion of the employee to the time scale of pay, grade, post or service from which he was reduced, with or without further directions regarding conditions of restoration to the grade or post or service from which the employee was reduced and his/her seniority and pay on such restoration to that grade, post or service;
- (ix) compulsory retirement;
- (x) removal from service which shall not be a disqualification for future employment under the University.
- (xi) dismissal from service which shall ordinarily be a disqualification for future employment under the University;

**Explanation:** - The following shall not amount to a penalty within the meaning of this clause, namely: -

- (i) withholding of increments of pay of an employee for his/her failure to pass any departmental examination in accordance with the rules or orders governing the service to which he belongs or post which he holds or the terms of his/her appointment;
- (ii) stoppage of an employee at the efficiency bar in the time-scale of pay on the ground of his/her unfitness to cross the bar;
- (iii) non-promotion of an employee, whether in a substantive or officiating capacity, after consideration of his/her case, to a service, grade or post for promotion to which he/she is eligible;
- (iv) reversion of an employee officiating in a higher service, grade or post to a lower service, grade or post on the ground that he/she is considered to be unsuitable for such higher service, grade or post on any administrative ground unconnected with his/her conduct.
- (v) reversion of an employee appointed on probation to any other service, grade or post to his/her permanent service, grade or post during or at the end of the period of probation in accordance with the terms of his/her appointment of the rules and orders governing such probation;
- (vi) compulsory retirement of an employee in accordance with the provisions relating to his/her superannuation or retirement;
- (vii) termination of the service –
  - (a) of an employee appointed on probation, during or at the end of the period of probation in accordance with the terms of appointment or the rules and orders governing such probations; or
  - (b) of a temporary employee appointed otherwise than under contract, on the expiration of the period of the appointment, or on the abolition of the post or before the due time in accordance with the terms of appointment; or
  - (c) of an employee employed under an agreement/contract in accordance with the terms of such agreement.

- Note: 1.** If an employee because of unsatisfactory record and unfavourable confidential reports is not selected for a post and some other employee junior to him/her is selected in preference, this does not amount to the withholding of promotion. If any inquiry is held against an employee and an order of censure is passed on him/her, it is open to him/her to appeal, if he/she does not appeal or his/her appeal is rejected, and if subsequently because of the existence of this censure in his/her record, he/she is not selected for a post, and some other employee junior to him/her is selected in preference, this also does not amount to the withholding of promotion.
- Note: 2.** If an enquiry is held against an employee, and an order is passed that he/she should not be promoted to a post for a definite period or until he/she has obtained good reports, this order would amount to the infliction of the penalty of withholding promotion. This distinction between non-selection for a post and the withholding of promotion may be summed up as being, that in the former case the employee in question is considered for selection but some other employee is preferred on his/her merits, while in the latter case the employee in question has been declared beforehand, as a disciplinary measure, to be ineligible for selection, irrespective of the merits of the other employees available.
- Note: 3**
- (i) While reduction of seniority as an independent penalty is not provided for in clause-1, and cannot be imposed as such, the loss of seniority as a result of an order of reduction to a lower post of time-scale, being inherent in the order of reduction cannot be avoided.
  - (ii) The seniority, on re-promotion of an employee reduced to a lower post or time scale, should be determined by the date of such re-promotion in accordance with the orders issued by the competent authority on the subject of seniority. Such employee should not be restored to his/her original position unless this is specifically laid down at the time order of punishment is passed, or revised on appeal.

2. **Suspension** – (1) The appointing authority or the punishing authority or any other authority empowered in that behalf by the Executive Council by general or special order, may place an employee under suspension –

(a) where a disciplinary proceeding against him/her is contemplated or is pending, or

(b) where a case against him/her in respect of any criminal offence is under investigation, inquiry or trial;

Provided that where the order of suspension is made by an authority lower than the appointing authority, such authority shall forthwith report to the appointing authority the circumstances in which the order was made.

**Note:** Suspension of an employee is not a punishment or penalty. The purpose of suspension is mainly to debar the employee from his/her position so that he/ she is not able to tamper the record. The employee placed under suspension shall be required to report at a place notified by the competent authority.

(c) An employee under suspension shall be entitled to a subsistence allowance at an amount equal to the leave salary which he /she would have drawn if he /she had been on leave on half pay, and in addition dearness allowance, if admissible, on the basis of such leave salary;

Provided that where the period of suspension exceeds six months, the authority which made or is deemed to have made the order of suspension shall be competent to increase the amount of subsistence allowance by a suitable amount, not exceeding 50 percent of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing, not directly attributable to the employee;

Provided further that the subsistence allowance may be reduced by a suitable amount, not exceeding 50 percent of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the said authority, the period of suspension has been prolonged due to reasons to be recorded in writing, directly attributable to the employee;

(2) An employee shall be deemed to have been placed under suspension by an order of the appointing authority:-

(a) with effect from the date of his/her detention, if he/she is detained in custody whether on a criminal charge or otherwise, for a period exceeding forty-eight hours:

(b) with effect from the date of his/her conviction, if, in the event of a conviction for an offence, he/she is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction.

**Explanation:-** The period of forty-eight hours referred to in clause (b) above shall be computed from the commencement of imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

- (3) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee under suspension is set aside in appeal or on review under these rules and the case is remitted for further inquiry or action or with any other direction, the order of his/her suspension shall be deemed to have continued in force from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.
- (4) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the punishing authority, on consideration of the circumstances of the case, decides to hold a further inquiry against him/her on the allegations on which the penalty of dismissal, removal or compulsory retirement was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders.
- (5) An order of suspension made or deemed to have been made under this clause shall continue to remain in force until it is modified or revoked by the authority competent to do so.

- (6) Where an employee is suspended or is deemed to have been suspended, whether in connection with any disciplinary proceeding or otherwise, and any other disciplinary proceeding is commenced against him/her during the continuance of that suspension, the authority competent to place him/her under suspension may, for reasons to be recorded by it in writing, direct that the employee shall continue to be under suspension until the termination of all or any of such proceedings.
- (7) An order of suspension made or deemed to have been made under this clause may at any time be modified or revoked by the authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.

**3. Withholding of payment of emoluments of an employee suspected of embezzlement** – When an employee is suspected of being concerned in the embezzlement of University money, and is placed under suspension, the authority competent to order his/her suspension may direct, that unless he/she furnishes security for the reimbursement of the said money to the satisfaction of his/her immediate superiors, the payment of any sum due to him/her by the University on the date of his/her suspension, shall be deferred until such time as the said authority passes final orders on the charges framed against him/her: Provided that such employee shall be entitled to the payment of a subsistence allowance in respect of the period for which the admissible emoluments, if any, are withheld.

**4. Authority to impose punishment –**

- (i) The Executive Council may impose on an employee any of the penalties specified in clause-1 of this schedule in case of all employees serving in the Pay Band – 3 & 4 (Rs. 15600-39100 and Rs. 37400-67000).
- (ii) The Vice-Chancellor may impose any of the penalties specified in clause-1 of this schedule in case of employees serving in Pay Band-2 (Rs. 9300-34800).

- (iii) The Registrar may impose any of the penalties specified in clause-1 of this schedule in the case of employees serving in Pay Band-1 (Rs. 4440-7440 and Rs. 5200-20200).

**5. Inquiry before imposition of certain penalties –**

- (1) No order of imposing any of the major penalties specified under sub-clause-vi to xi of clause-1 of this schedule shall be passed against a person unless he/she has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him/her.
- (2) The grounds on which it is proposed to take such action shall be communicated in writing to the person charged together with a statement of allegations on which each charge is based and of any other circumstances which are proposed to be taken into consideration in passing orders on the case and he/she shall be required within a reasonable time to state in writing whether he/she admits the truth of all or any of the charges, what explanation for defence, if any, he/she has to offer and whether he/she desires to be heard in person. If the punishing authority is not satisfied with the explanation given by the person charged or there are other reasons to do so shall direct that an enquiry shall be held at which all evidence shall be heard as to such of the charges as are not admitted. The person charged shall, subject to the conditions described in sub-rule (3), be entitled to cross-examine the witnesses, to give evidence in person and to have such witnesses called, as he/she may wish, provided that the officer conducting the enquiry may for reasons to be recorded in writing, refuse to call any witness. The proceedings shall contain a sufficient record of the evidence and statement of the findings and the grounds thereof provided that –
- (a) It shall not be necessary to frame any additional charge when it is proposed to take action in respect of any statement of allegation made by the person charged in the course of his/her defence; and
- (b) The provisions of the foregoing sub-rule shall not apply where any major penalty is proposed to be imposed upon a person on the ground of conduct which had led to his/her conviction on a criminal charge;

or where an authority empowered to dismiss or remove him/her, or reduce him/her in rank is satisfied that, for some reasons to be recorded by him/her in writing, it is not reasonably practicable to give him/her an opportunity of showing cause against the action proposed to be taken against him/her, or where in the interest of the security of the State it is considered not expedient to give to that person such an opportunity.

(3) If any question arises whether it is reasonably practicable to give to any person an opportunity to defend him/her-self under sub-clause (2), the decision thereon of the punishing authority shall be final.

(4) (a) Where any person has made a statement on oath, in evidence before any criminal or Civil Court, in any case, in which employee charged was party and had full opportunity to cross-examine such person and where it is intended to prove the same facts as deposed to by such person in such statement in any inquiry, shall not be necessary to call such person to give oral evidence in corroboration of that statement. The certified copy of the statement previously made by him/her in any such case may be read as part of the evidence:

Provided that the Officer conducting the inquiry may, in interest of justice order the production of witness in person either for further examination or for further cross-examination by persons charged.

(b) The employee charged shall not be allowed, except at discretion of the Enquiry Officer, to be exercised in the interest of justice to call as a witness in his/her defence any person whose statement has already been recorded and whom he/she has had opportunity to cross-examine, or whose previous statement has been admitted in the manner herein provided.

(5) Where the punishing authority itself enquires into any charge or charges or appoints an enquiry officer for holding enquiry against a person charged it may, by an order, appoint an employee or a legal practitioner to be known as a "Presenting Officer" to present on its behalf the case, in support of the charge or charges.

The person against whom a charge is being enquired into, shall be allowed to obtain the assistance of any employee or a retired employee if he/she so desires, in order to produce his/her defence before the Enquiry Officer. If the charge or charges are likely to result in the dismissal of the person from the service of the University, such person may, with the sanction of the Enquiry Officer, be represented by counsel:

Provided that if in any enquiry, counsel is engaged on behalf of University, the person against whom the charge or charges are being enquired into shall also be entitled to engage counsel:

Provided further that the assistance of a particular employee will be allowed only if the Enquiry Officer is satisfied that he/she is of such rank as is appropriate in the circumstances of the case and that he/she can be spared by the department concerned for that purpose.

**Note: 1.** Charges need not necessarily be framed in relation only to specific incidents or acts of misconduct. When report received against an employee or a preliminary enquiry shows that his/her general behavior has been such as to be unfitting to his/her position, or that he/she has failed to reach or maintain a reasonable standard of efficiency, he/she may and should be charged accordingly, and a finding on such a charge may be valid ground for the infliction of any authorized punishment, which may be considered suitable in the circumstances of the case. It will still be necessary to communicate the charges of misbehavior or of inefficiency or of both as the case may be, to the employee concerned but statement which is to be communicated to the employee in support of the charges need not specify particular acts of misconduct. It will be sufficient in the statement to give the list of the reports on the basis of which misbehavior or inefficiency is alleged.

**Note: 2.** This rule shall not apply where it is proposed to order the compulsory retirement from service of any employee. In every such case, it shall be sufficient for the University to inform the person concerned of

such opinion and specific grounds thereof, and that in pursuance of that opinion it is proposed to order his/her compulsory retirement and to pass orders after taking into consideration his/her representation, if any.

Any person compulsorily retired from service in accordance with the procedure prescribed by the rules be granted pensionary benefits such as, pension, gratuity, or Provident Fund benefits as would have been admissible to him/her had he/she been discharged from service due to the abolition of his/her post or on the date of his/her retirement.

- (6) After the enquiry against an employee has been completed, and after the punishing authority has arrived at a provisional conclusion in regard to the penalty to be imposed, the employee shall, if the penalty to be imposed is major penalty be supplied with a copy of the report of the enquiring authority and be called upon to show cause within reasonable time, not ordinarily exceeding one month against the particular penalty proposed to be inflicted upon him. Any representation submitted by him/her in this behalf shall be taken into consideration before final orders are passed:

Provided that if the punishing authority disagrees with any part or whole of the findings, of the enquiring authority, the point or points of such disagreement, together with a brief statement of the ground thereof, shall also be supplied to the employee.

- 6. Procedure for Imposing minor penalties** – Without prejudice to the provision of clause-5, no order for imposing a minor penalty shall be passed on an employee unless he/she has been given an adequate opportunity of making any representation that he/she may desire to make, and such representation has been taken into consideration:

Provided that this condition shall not apply in a case where an order based on facts has led to his/her conviction in a criminal court or an order has been passed superseding him/her for promotion to a higher post on the grounds of his/her unfitness for that post on account of the existence of unsatisfactory record:

Provided further that the requirements of this clause may, for sufficient reasons to be recorded in writing, be waived where it is not practicable to observe them and where they can be waived without injustice to the employee concerned.

**7. Right of appeal –**

- (1) A person aggrieved by any order imposing a penalty passed by the Registrar against him/her shall be entitled to prefer an appeal to the Vice-Chancellor against the said order. A second appeal shall lie with the Executive Council against the decision of the Vice-Chancellor.
- (2) A person aggrieved by any order imposing a penalty passed by the Vice-Chancellor against him/her shall be entitled to prefer an appeal to the Executive Council against the said order and there shall be no further appeal against the decision of the Executive Council.

No appeal under this sub-clause shall be entertained, unless it is submitted within a period of 45 days from the date on which the appellant receives a copy of the order appealed against, provided that the Appellate Authority may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant has sufficient cause for not having submitted the appeal in time.

Any employee of the University, who is aggrieved by the decision of the Executive Council or the Vice-Chancellor in respect of any disciplinary action taken against him/ her, may address a memorial to the Chancellor in such manner as may be prescribed by Statutes and the decision of the Chancellor shall be final.

- (3) The authority to whom an appeal against an order imposing a penalty lies under sub-clause (1) may, suo-moto of its own volition or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case and pass such orders as it deems fit as if the employee concerned had preferred an appeal against such order.

Provided that no action under this sub-clause shall be initiated more than six months after the date of the order proposed to be reviewed.

- (4) Notwithstanding anything contained in this schedule, the Chancellor may, suo-moto on his/her own volition or otherwise, after calling for the records of the case, review any order which is made under this schedule or is appealable there-under, and may
- (a) confirm, modify or set aside the order;
  - (b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the said order;
  - (c) remit the case to the authority which initially made the order or to any other authority directing such further action or enquiry as the Chancellor considers proper in the circumstances of the case; or
  - (d) pass such other orders as he/she deems fit.

Provided that:

- (i) an order enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he/she may wish to make against such enhanced penalty;
  - (ii) if the Chancellor proposes to impose any of the penalties specified in sub-clause (1) (iv to vii) in a case where a proper enquiry has not been held and thereafter on consideration of the proceedings, of such enquiry and after giving the employee concerned an opportunity of making any representation which he/she may wish to make against such penalty, pass such orders as he/she deems fit.
- (5) The decision of the Appellate Authority under sub-clause (1) or (2) hereinabove shall, subject to the provisions of sub-clause (3), be final.
- (6) (i) When an employee, who has been dismissed/removed or suspended, is reinstated, the authority competent to order the reinstatement shall consider and make a specific order:
- (a) regarding the pay and allowances to be paid to the employee for the period of his/her absence from duty; and
  - (b) whether or not the said period shall be treated as a period spent on duty.

- (ii) Where such competent authority holds that the employee concerned has been fully exonerated, or in the case of suspension that it is wholly unjustified, he/she shall be given the full pay to which he/she would have been entitled had he/she not been dismissed, removed or suspended, as the case may be together with any allowance of which he/she was in receipt of prior to his/her dismissal, removal or suspension.
- (iii) In other cases, the employee shall be given such proportion of pay and allowances as competent authority may prescribe.  
Provided that the payment of allowances under sub-clause (ii) or sub-clause (iii) hereinabove shall be subject to all other conditions under which such allowances are admissible.
- (iv) In cases falling under sub-clause (ii) herein above the period of absence from duty shall be treated as a period spent on duty for all purposes.
- (v) In cases falling under sub-clause (iii) herein above the period of absence from duty shall not be treated as a period spent on duty, unless such competent authority specifically directs that it shall be so treated for any specified purpose.

**8. Interpretation:** The decision of the Executive Council on all questions relating to interpretation of the provisions of this schedule shall be final.

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CONTRACT AGREEMENT OF SERVICE FOR UNIVERSITY TEACHERS

Memorandum of agreement made this the \_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between Dr./Sh./Smt. \_\_\_\_\_ (hereinafter called the "Teacher" of the first party and Deenbandhu Chhotu Ram University of Science & Technology, Murthal (Sonapat), constituted under Haryana Act No. 29 of 2006 (hereinafter called the "University" of the second party).

It is hereby agreed as follow:-

1. That the university hereby appoints Dr./Mr./Ms. \_\_\_\_\_ to be member of teaching staff of the university with effect from the date the said teacher takes over charge of the duties of his/her office and the said teacher hereby accepts the engagement, and undertakes to take such part and perform such duties in the university as may required by and in accordance with the act, statutes ordinances and regulations for the time being in force of the university, whether the same relate to organization of instruction, or teaching or examination of students or their discipline or their welfare and generally to act under the direction of the authorities of the university/Vice-chancellor.
2. That the teacher shall be on probation for period of two years and shall be confirmed in his/her appointment on the expiration of that period, unless the university informs him/her in writing of its intention not to confirm him/her. Provided that the total period of probation including extension(s) shall not exceed three years. Provided further that the period of extraordinary leave shall not count towards probationary period.
3. That if during the period of probation the work and conduct of a teacher are not found satisfactory or if he/she wants to leave the service of the university the appointment can be terminated on one month's notice from either side. After confirmation, three months notice will be required for termination of service.
4. That the said teacher shall be a whole time teacher of the university and unless the contract is terminated by the Executive Council or by the teacher, as hereinafter provided, shall continue in the service of the university until he/she completes the age of sixty years.
5. That the university shall pay to the teacher during the continuance of his/her services a salary in the pay scale of Rs. \_\_\_\_\_/- beginning at the basic of Rs. \_\_\_\_\_/- per month.  
Provided that wherever there is any change in the nature of the appointment or the emolument of the teacher, particulars of the change shall be recorded in writing under the signatures of both parties and the terms of this agreement

shall apply, mutatis mutandis, to the new post and the terms and conditions attached to that post.

6. That the said teacher agrees to be bound by the act, statutes, ordinance and regulations, from time to time, in force in the university, provided that no change in the status, the ordinance and the regulations in this regard shall be deemed to have adversely affected the teacher.
7. (i) That teacher shall devote his/her whole time to the service of the university and shall not 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 any work undertaken in connection with the examination of universities or Public Service Commissions and where the permission of the Vice-Chancellor has been obtained to any other work, nor shall the prohibition be applicable to any literary work or publication(s).
- (ii) That the teacher shall refrain himself/herself from any activity which is anti-secular or which tends to create communal disharmony. The teacher found guilty of such activity shall be liable to be removed from service.
8. (i) Notwithstanding anything herein before contained, the Executive Council of the university shall be entitled summarily to determine the engagement of the teacher on the ground of misconduct in accordance with the provisions hereinafter set forth.
- (ii) The Vice-Chancellor may, when he/she deems it necessary, suspend the teacher on the ground of misconduct. When he/she suspends the teacher, he/she shall report it to the next meeting of the Executive Council.
- (iii) The Executive Council shall investigate all matters reported to it by the Vice-Chancellor about the misconduct of the teacher whether he/she has been suspended or not. The Executive Council may appoint a committee for the purpose. The teacher shall be notified, in writing of the charges against him/her and shall be given not less than three weeks time to submit his/her explanation in writing.  
The Executive Council or the committee may hear the teacher and take such evidence as it may consider necessary. The Executive Council may determine the engagement of the teacher where it deems that the misconduct of the teacher deserves to be dealt with in that manner, after it has considered the explanation and the evidence, if any, and/or the report of the committee, if one has to be appointed.
- (iv) Where the termination of service on the ground of misconduct is after suspension by the Vice-Chancellor as aforesaid, the termination of service may be from the date of suspension if the Executive Council so directs.
9. The engagement, under these presents, shall not, save as aforesaid, be determined by the Executive Council, except by a resolution stating the reason

for the termination. Before a resolution under this clause is passed, the Executive Council shall give notice to the teacher of the proposal to determine the engagement and not less than three weeks time to make such representation as the teacher may like to make. Every resolution terminating the service, under this clause, shall be passed only after consideration of the representation, if any, of the teacher. The teacher, whose services are terminated under this clause, shall be given not less than three months notice from the date on which he/she is notified of the resolution of the termination of service or not less than three months' salary in lieu of notice.

In case the office of a teacher is declared vacant by the University, salary equivalent to one month/three months in lieu of notice period, in case of teacher on probation/confirmed respectively shall be recovered by the University from the teacher concerned.

10. (a) A teacher who is placed under suspension under clause – 8 shall draw subsistence allowance equivalent to half the rate which is admissible to him/her immediately before the commencement of the suspension and other allowances based on half pay. Compensatory allowance, if any, shall be admissible only if the Vice-Chancellor is satisfied that he/she continues to meet the expenditure for which they are sanctioned. The rate of compensatory allowance, if admissible, should be determined on the basis of the pay which the teacher was in receipt of on the date of suspension. Provided that where the period of suspension exceeds 6 months, the Vice-Chancellor shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first 6 months, as follows:-
  - (i) The amount of the subsistence allowance may be increased by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of the first 6 months if, in the opinion of the Vice-Chancellor, the period of suspension has been prolonged for reasons, to be recorded in writing, not directly attributable to the teacher.
  - (ii) The amount of subsistence allowance may be reduced by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of first 6 months, if in the opinion the Vice-Chancellor, the period of suspension has been prolonged for reasons, to be recorded in writing, directly attributable to the teacher.
  - (iii) The rate of dearness allowance will be based on the increased/decreased amount, as the case may be, of the subsistence allowance admissible under clause (i) and (ii) above.
- (b) No payment under (a) above shall be made unless the teacher furnishes a certificate that he is not engaged in any other employment, business, profession or vocation.

11. The resolution of the Executive Council determining the engagement of the teacher under clause 8 or 9 or 10 of the agreement shall be passed by a majority vote.
12. The teacher may, at any time, terminate his/her engagement by giving to the Executive Council one month/ three month's notice in writing or by payment of an amount equal to one month/three month's salary in lieu of notice.
13. A teacher shall not , ordinarily, be allowed to leave the University during the course of the academic session.
14. (i) Any dispute arising out of the contract between the University and the teacher shall, at the instance of the University, be referred to a Tribunal of Arbitration consisting of one member appointed by the Executive Council, one member nominated by the teacher and one referee, who shall be a nominee of the Chancellor. The decision of the majority of members of the Tribunal shall be final and no suit shall lie in any civil court in respect of matter decided by the Tribunal.  
  
(ii) Every such request shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act, 1940.
15. On the termination of this engagement from whatever cause, the teacher shall deliver to the University all books, apparatus, records and such other articles belonging to the University as may be due from him/her.
16. All legal proceedings would be subject to the jurisdiction of courts at Sonapat.
17. Notwithstanding any thing contained in this contract, University Conduct Rules and Schedule of Penalties shall be applicable to the teachers.

Signature of Witness

Signature of Teacher

- 1.
- 2.

**CONTRACT AGREEMENT OF SERVICE FOR UNIVERSITY OFFICERS OTHER THAN REGISTRAR**

Memorandum of agreement made this the \_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between Dr./Sh./Ms. \_\_\_\_\_ (hereinafter called the officer of the first party and Deenbandhu Chhotu Ram University of Science & Technology, Murthal (Sonapat), constituted under Haryana Act No. 29 of 2006 (hereinafter called the "University" of the second party).

It is hereby agreed as follow:-

1. That the university hereby appoints Dr./Mr./Ms. \_\_\_\_\_ against the post of \_\_\_\_\_ of the university with effect from the date he/she takes over charge of the duties of his/her office/post and hereby accepts the engagement, and undertakes to take such part and perform such duties in the university as may required by and in accordance with the act, statutes ordinances and regulations for the time being in force of the university and generally to act under the direction of the authorities of the university/Vice-chancellor.
2. That Dr./Sh./Ms. \_\_\_\_\_ shall be on probation for period of two years and shall be confirmed in his/her appointment on the expiration of that period, unless the university informs him/her in writing of its intention not to confirm him/her. Provided that the total period of probation including extension(s) shall not exceed three years. Provided further that the period of extraordinary leave shall not count towards probationary period.
3. That if during the period of probation the work and conduct of the said officer are not found satisfactory or if he/she wants to leave the service of the university the appointment can be terminated on one month's notice from either side. After confirmation, three months notice will be required for termination of service.
4. That Dr./Sh./Ms. \_\_\_\_\_ shall be a whole time staff member of the university and unless the contract is terminated by the Executive Council or by the staff member, as hereinafter provided, shall continue in the service of the university until he/she completes the age of sixty years.
5. That the university shall pay to the said staff member during the continuance of his/her services a salary in the pay scale of Rs. \_\_\_\_\_/- beginning at the basic of Rs. \_\_\_\_\_/- per month.  
Provided that wherever there is any change in the nature of the appointment or the emolument of the staff member, particulars of the change shall be recorded in writings under the signatures of both parties and the terms of this agreement shall apply, mutatis mutandis, to the new post and the terms and conditions attached to that post.

6. That the said staff member agrees to be bound by the act, statutes, ordinance and regulations, from time to time, in force in the university, provided that no change in the status, the ordinance and the regulations in this regard shall be deemed to have adversely affected the staff member.

7. (i) That he/she shall devote his/her whole time to the service of the university and shall not engage, directly or indirectly in any trade or business whatsoever or in any private institution or other work to which any emolument or honorarium is attached, but this prohibition shall not apply to any work undertaken in connection with the examination of universities or Public Service Commissions and where the permission of the Vice-Chancellor has been obtained to any other work, nor shall the prohibition be applicable to any literary work or publication(s).

(ii) That the said staff member shall refrain himself/herself from any activity which is anti-secular or which tends to create communal disharmony. The staff member found guilty of such activity shall be liable to be removed from service.

8. (i) Notwithstanding anything herein before contained, the Executive Council of the university shall be entitled summarily to determine the engagement of the staff member on the ground of misconduct in accordance with the provisions hereinafter set forth.

(ii) The Vice-Chancellor may, when he/she deems it necessary, suspend the staff member on the ground of misconduct. When he/she suspends the staff member, he/she shall report it to the next meeting of the Executive Council.

(iii) The Executive Council shall investigate all matters reported to it by the Vice-Chancellor about the misconduct of the staff member whether he/she has been suspended or not. The Executive Council may appoint a committee for the purpose. The staff member shall be notified, in writing of the charges against him/her and shall be given not less than three weeks time to submit his/her explanation in writing. The Executive Council or the committee may hear the staff member and take such evidence as it may consider necessary. The Executive Council may determine the engagement of the staff member where it deems that the misconduct of the staff member deserves to be dealt with in that manner, after it has considered the explanation and the evidence, if any, and/or the report of the committee, if one has to be appointed.

(iv) Where the termination of service on the ground of misconduct is after suspension by the Vice-Chancellor as aforesaid, the termination of service may be from the date of suspension if the Executive Council so directs.

9. The engagement, under these presents, shall not, save as aforesaid, be determined by the Executive Council, except by a resolution stating the reason for the termination. Before a resolution under this clause is passed, the Executive

Council shall give notice to the staff member of the proposal to determine the engagement and not less than three weeks time to make such representation as the staff member may like to make. Every resolution terminating the service, under this clause, shall be passed only after consideration of the representation, if any, of the staff member. The staff member, whose services are terminated under this clause, shall be given not less than three months notice from the date on which he/ she is notified of the resolution of the termination of service or not less than three months' salary in lieu of notice.

In case the office of the staff member is declared vacant by the University, salary equivalent to one month/three months in lieu of notice period, in case of staff member on probation/confirmed respectively shall be recovered by the University from the staff member concerned.

10. (a) A staff member who is placed under suspension under clause-8 shall draw subsistence allowance equivalent to half the rate which is admissible to him/her immediately before the commencement of the suspension and other allowances based on half pay. Compensatory allowance, if any, shall be admissible only if the Vice-Chancellor is satisfied that he/she continues to meet the expenditure for which they are sanctioned. The rate of compensatory allowance, if admissible, should be determined on the basis of the pay which the staff member was in receipt of on the date of suspension. Provided that where the period of suspension exceeds 6 months, the Vice-Chancellor shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first 6 months, as follows:-
- (i) The amount of the subsistence allowance may be increased by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of the first 6 months if, in the opinion of the Vice-Chancellor, the period of suspension has been prolonged for reasons, to be recorded in writing, not directly attributable to the staff member.
  - (ii) The amount of subsistence allowance may be reduced by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of first 6 months, if in the opinion the Vice-Chancellor, the period of suspension has been prolonged for reasons, to be recorded in writing, directly attributable to the staff member.
  - (iii) The rate of dearness allowance will be based on the increased/decreased amount, as the case may be, of the subsistence allowance admissible under clause (i) and (ii) above.
- (b) No payment under (a) above shall be made unless the staff member furnishes a certificate that he is not engaged in any other employment, business, profession or vocation.

11. The resolution of the Executive Council determining the engagement of the staff member under clause 8 or 9 or 10 of the agreement shall be passed by a majority vote.
12. The staff member may, at any time, terminate his/her engagement by giving to the Executive Council one month/ three month's notice in writing or by payment of an amount equal to one month/three month's salary in lieu of notice.
13. A staff member shall not, ordinarily, be allowed to leave the University during the course of the academic session.
14. (i) Any dispute arising out of the contract between the University and the staff member shall, at the instance of the University, be referred to a Tribunal of Arbitration consisting of one member appointed by the Executive Council, one member nominated by the staff member and one referee, who shall be a nominee of the Chancellor. The decision of the majority of members of the Tribunal shall be final and no suit shall lie in any civil court in respect of matter decided by the Tribunal.  
  
(ii) Every such request shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act, 1940.
15. On the termination of this engagement from whatever cause, the staff member shall deliver to the University all books, apparatus, records and such other articles belonging to the University as may be due from him/her.
16. All legal proceedings would be subject to the jurisdiction of courts at Sonapat.
17. Notwithstanding any thing contained in this contract, University Conduct Rules and Schedule of Penalties shall be applicable to the staff members.

Signature of Witness

Signature of Officer/staff member

1.

2.