

Form of contract of service under section 31 of the Act and Statute 20(2)

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Memorandum of Agreement made on this .....day of .....month of .....one thousand nine hundred and .....between.....(hereinafter called employee) of the first part, and the Indraprastha Vishwavidyalaya being a body corporate constituted under the Indraprastha Vishwavidyalaya Act, 1998 (hereinafter called the University) of the second part.

It is hereby agreed as follows:

1. That the University hereby appoints Mr./Mrs./Ms. ....S/o./W/o/D/o.....permanent resident of ..... presently residing at ..... on the post of ..... with effect from the date the said .....takes charge of the duties of his/her post and the said .....hereby accepts the engagement, and undertakes to take such part in the activities of the University and performs such duties in the University as may be required by and in accordance with the said Act, the Statutes and the Ordinances and the Regulations framed thereunder, for the time being in force, whether the same relate to organization of instruction or teaching, or research or the instruction or teaching, or research or the examination of students or their discipline or their welfare or any administrative, ministerial or manual work and generally to act under the direction of the authorities of the University.

- (1) The employee shall be on probation for a period of twelve months which may be extended so as not to exceed twenty four months in all.
  - (2) If the University is satisfied with the suitability of the employee for confirmation, he/she shall be confirmed in the post to which he/she was appointed at the end of the period of his/her probation or extended probation, as the case may be.
  - (3) In case the University decides not to confirm the employee whether at the end of the twelve months' period of his/her probation or at the end of the extended period of probation, as the case may be, he/she shall be informed in writing, at least 30 days before the expiry of that period that he/she would not be confirmed and would, consequently, cease to be in the service of the University at the end of the period of his/her probation or extended probation, as the case may be.
3. That the said ..... shall be a whole-time employee of the University and unless the contract is terminated by the Board of Management or by the employee as hereinafter provided, shall continue in the service of the University until he/she complete the age of retirement as applicable.
4. That the University shall pay ..... during the continuance of his/her engagement hereunder as a remuneration for his/her services a basic pay of Rs. .... per mensem, raising by annual increment of Rs. .... to maximum basic pay of Rs. .... per mensem.

Provided that whenever there is any change in the nature of appointment or the emoluments, particulars of the change shall be recorded in the service-book of the employee, under the signature of both the parties and the terms of this agreement shall apply mutatis mutandis to the new post and the terms and conditions attached to that post:

Provided further that no increment shall be withheld or postponed without the consent of the appointing authority and after the employee has been given sufficient opportunity to make his/ her written representation or as a result of a penalty imposed upon the employee.

5. That the said employee agrees to be bound by the Act, Statutes, Ordinances, Regulations and instructions of the University, as amended from time to time, provided that no change in the terms and conditions of service of the employee shall be made after his/her appointment in regard to designation, scale of pay, increment, provident fund, retirement benefits, age of retirement, probation, confirmation, leave, leave salary and removal from service so as to adversely affect him/her.
6. That the employee shall devote his/her 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 emoluments 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 Commissions, or to any literary work or publication or radio talk or extension lectures, or to any other academic work with the permission of the Vice-Chancellor.

It is further agreed that this engagement shall not be liable to be terminated by the University except on the grounds specified and in accordance with the procedure laid down in clauses (1), (2), (3), (4) and (5) of Statute 22 which are reproduced below:

- (1) Where there is an allegation of serious misconduct against an employee of the University, by an order in writing, place such employee under suspension, but shall forthwith report to the Board of Management the circumstances in which the order was made, in respect of the employees for whom the Board of Management is the appointing authority.
  - (2) Notwithstanding anything contained in the terms of the contract of appointment or in any other terms and conditions of service of the employees, the Board of Management in respect of teachers and other academic staff, and the appointing authority, in respect of other employees, as the case may be, shall have the power to remove a teacher or a member of the academic staff or other employee, as the case may be, on grounds of misconduct.
  - (3) Save as aforesaid, the Board of Management, or the appointing authority, as the case may be, shall not be entitled to remove any teacher, any member of the academic staff or any other employee except for a justified cause and after giving three month's notice to the person concerned or on payment of three months' salary to him in lieu thereof, if he is a permanent employee or one month notice or by paying one month's salary in lieu thereof if he is a temporary employee.
  - (4) No employee shall be removed under clause (2) or clause (3) unless he has been given a reasonable opportunity of showing cause against the action proposed to be taken with regard to him.
  - (5) The removal of an employee shall take effect from the date on which the order of removal is made.
8. Any dispute arising out of this contract shall be settled in accordance with the provisions of section 32 of the Act which are reproduced below:
- (1) Any dispute arising out of a contract of employment between the University and the employee shall be referred to a Tribunal of Arbitration which shall consist of one member nominated by the Board of Management, one member nominated by the employee concerned and an umpire to be nominated by the Chancellor.
  - (2) Every such reference shall be deemed to be a submission to arbitration on the terms of this section within the meaning of the Law of Arbitration as in force, and all the provisions of that Law, with the exception of section 2 thereof, shall apply accordingly.
  - (3) The procedure for regulating the work of the Tribunal of Arbitration shall be such as may be prescribed.

(4) The decision of the Tribunal of Arbitration shall be final and binding on the parties. and no suit shall lie in any court in respect of any matter decided by the Tribunal.

9. The employee may, at any time, terminate his/her engagement by giving the Board of Management or the appointing authority, as the case may be, three month's notice in writing or by paying three month's salary in lieu thereof. if he becomes a permanent employee or one month's notice or by paying one months' salary in lieu thereof, so long as he is not a permanent employee.

10. On the termination of this engagement, from whatever cause, the employee shall deliver up to the University all books, apparatus, records and all other articles and material belonging to the University as may be due from him/her

In witness thereof the parties hereto affix their hands and seal

1. Name of the Employee :

2. Signature :

In the presence of :

1. Signature

2. Signature

Designation

Designation

Signed and sealed on behalf of the University.

1. Signature

Designation

In the presence of :

1. Signature

2. Signature

Designation

Designation