

FORM OF AGREEMENT OF SERVICE FOR UNIVERSITY TEACHERS

Memorandum of agreement made this the _____ day of _____ between _____ (hereafter called the teacher) of the first part and the Gurugram University being a body corporate constituted under Act No 17 of 2017 hereafter called the University of 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 date the said employee takes charge of the duties of his/her office and the said employee hereby accepts the engagement and undertakes to take such part and perform such duties in the University as may be required by and in accordance with the Act, Statutes and Ordinances for the time being in force of the University whether the same relate to the organization of instruction or teaching or examination of students or their discipline or the welfare and generally to act under the direction of the authorities of the university.
- 1.A That the teacher concerned shall be on probation for a period of one year in the first instance after satisfactory completion of which the authority competent may by a recorded order confirm him/her or may extend period of his/her probation provided that the total period of probation including extensions shall not exceed two years.
2. That said teacher _____ shall be a whole time teacher of the University and subject to Clause 1-A 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 such age as may be prescribed by the Ordinance of the University.

3. That the University shall pay **Salary** during the continuance of his/her engagement hereunder as remuneration for his/her service a salary of Rs. _____ per mensem rising by annual increments 3% of the basic pay to a maximum salary of _____ per mensem.

Provided that wherever there is any change in the nature of appointment or the emolument of the teacher particulars of the change shall be recorded in Schedule I annexed here to under the signatures of both parties and the terms of the 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 save by a resolution of the Executive Council on a reference by the Vice-Chancellor to it and after the teacher has been given the sufficient opportunity to make his/her written representation.

4. That the said teacher agrees to be bound by the Ordinances and Regulations from time to time in force in the University and in particular by these relating to provident fund provided that no change in the ordinances and regulations in this regard shall be deemed to have adversely effected the teacher.
5. That the teacher shall devote his/her whole time to the service of the University and shall not without the permission of the University engage directly or indirectly in any trade or business whatsoever, or in any private tuition or the work to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examination of University or Public Service Commission and where the permission of the Vice-Chancellor has been obtained to any other examination work nor shall the prohibition be applicable to any literary work or publication.
6. (i) Notwithstanding anything hereinbefore contained the Executive Council of the University shall be entitled summarily to determine the engagement of the teacher on the ground of gross misconduct in accordance with the provisions hereinafter set forth.
- (ii) The Vice-Chancellor may, when he deems it necessary suspend the teacher on ground of gross mis-conduct. When he 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 gross mis-conduct 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 gross mis-conduct of the teacher deserve 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 been appointed.
- (iv) Where the termination of the service on the ground of gross mis-conduct 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.

The engagement under these presents shall not save as aforesaid be terminated by the Executive Council except by a resolution passed by a vote of not less than a two third of majority of the member present at the meeting provided that the two third majority is not less than half the total number of members of the Executive Council. The resolution shall state the reasons for the termination. Before a resolution under the 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 month's salary in lieu of notice.

The teacher may, at any time terminate his/her engagement by giving the Executive Council three months notice in writing or by payment of an amount equal to three months salary in lieu of notice.

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

SCHEDULE-I

Name of the teacher in Full : _____

Address- _____

Designation : _____

Salary Rs. _____ in the grade of Rs. _____

Note the change in the grade salary or designation should be briefly described

Change of Designation of grade

Date of Approval of Executive Council :

Date from change takes effect.

Witness

Signature of Teacher

Signature _____

Name _____

Designation _____

Signature of Branch Officer

Signature of Officer
for University