



Dr. B.R. Ambedkar University of Social Sciences

(State University, Government of M.P.)

Dr. Ambedkar Nagar (Mhow) – 453441, Indore (M.P.), India

Phone : (07324) 274377, Fax : (07324) 272350

डॉ. बी. आर. अम्बेडकर सामाजिक विज्ञान विश्वविद्यालय

(राज्य विश्वविद्यालय, मध्यप्रदेश शासन)

क्रमांक-ब्राउस/स्था/विनियम/2018/1255

दिनांक : 05.02.2018

अधिसूचना

डॉ. बी. आर. अम्बेडकर सामाजिक विज्ञान विश्वविद्यालय अधिनियम 2015 की धारा 33 के अन्तर्गत तैयार किये गये विनियम 04 एवं 05 विश्वविद्यालय अधिनियम 2015 की धारा 44 (4)(दो) के अन्तर्गत प्रदत्त कार्य परिषद के अधिकारों के तहत कुलपति जी द्वारा अनुमोदित किये गये हैं।

यह विनियम अधिसूचना जारी दिनांक से प्रभावशील किये जाते हैं।

आदेशानुसार,

संलग्न : विनियम 4 एवं 5 की छायाप्रति।

(डॉ. एच.एस. त्रिपाठी)
कुलसचिव

पृ. क्र. ब्राउस/स्था/2018/
प्रतिलिपि:-

दिनांक : 05.02.2018

1. कुलपति के निज सचिव की ओर सूचनार्थ।
2. समस्त डीन, ब्राउस
3. वित्त नियंत्रक, ब्राउस
- ✓ 4. वेबसाईट इंचार्ज की ओर विश्वविद्यालय की वेबसाईट पर देने हेतु।
की ओर सूचनार्थ प्रेषित।


कुलसचिव

**Dr. B.R. AMBEDKAR UNIVERSITY OF
SOCIAL SCIENCES**

REGULATION : 05

**CONTRACTUAL APPOINTMENT OF TEACHERS
AGAINST REGULER POSTS INCLUDING SELF
FINANCING SCHEME**



**Dr. B.R. AMBEDKAR UNIVERSITY OF SOCIAL
SCIENCES**

Dr. Ambedkar Nagar(Mhow)
District Indore, M.P.

Regulation .25

CONTRACTUAL APPOINTMENT OF TEACHERS AGAINST REGULAR POSTS INCLUDING SELF FINANCING SCHEME

(Refer to Section 33)

1. Definition : In this regulation unless the context otherwise require:
 - (a) "Adhiniyam" means the Dr. B.R. Ambedkar University Act 2015.
 - (b) "University Resources" shall mean the resources generated by the university through self financing courses.
2. Applicability: This Regulation will apply to this University constituted under Dr. B.R. Ambedkar University Act 2015.
3. Any appointment under this Regulation shall be made on contract basis against regular posts constituted by the university including self financing schemes, subject to the availability of the funds in the scheme.
4. Appointment to various posts including Professor, Emeritus, Adjunct Faculty, Visiting Professor, Fellow, Research Fellow, Advisor, Consultant and such other designation approved by the Academic Council/Executive Council under this ordinance shall be governed by the law or rules of the State Govt. for the time being enforced for reservation of SC/ST/OBC/Physically handicapped and for women.
5. All the appointments to the various categories of the posts shall be made by the Executive Council of the University on the basis of the recommendation of a selection committee.
 - (a) The selection committee shall consist of the following members:

| | | |
|---|---|----------|
| • Vice Chancellor or Nominee | - | Chairman |
| • Dean of the concerned faculty | - | Member |
| • Head of the Concerned Department | - | Member |
| • Two Subject experts not connected to the University, nominated by the Vice-Chancellor | - | Member |
| • A member belonging to SC/ST/OBC, to be nominated by the Vice Chancellor | | |

Presence of One Subject Expert shall be mandatory

- 6 (a) If a person happens to be retired teacher from the university/ Scientist of a national laboratory, she / he shall not be required to face any selection committee. To appoint a superannuated person, the university may ask willingness / bio-data from the person to be



appointed. Thereafter, on the recommendation of a committee constituted by the Vice Chancellor, the Executive Council of the university shall make the appointment.

- (b) If a person appointed happens to be a retired teacher, the tenure shall be of Three years, the tenure could be extended of two years but under no circumstances he/she will be given the extension after the age of 70 years.

7. (a) The tenure of any teacher appointed on contract basis shall be for five years with annual incentive of five percent subject to annual assessment by a Committee constituted by the Vice Chancellor. If the assessment committee does not recommend the continuation, the appointment shall be treated as cancelled. After the completion of five years a person shall be eligible for reappointment through fresh selection process. Such a candidate shall be eligible to the pay which shall be 5% more than the pay drawn in the previous tenure in the same cadre.

- (b) The review committee shall consist of the following Members:

- | | | |
|---|---|-------------|
| • Dean of the Faculty | - | Chairperson |
| • Head of the concerned Department | - | Member |
| • One Subject expert to be nominated by the Vice-Chancellor | - | Member |

8. Any person appointed under this Regulation on contract shall be entitled for a fixed monthly remuneration in accordance with the provision of under this Regulation.
9. The selection of the teachers under this Regulation made from retired professors / Scientist is equal grade pay will be paid fixed per month honorarium which will be decided by the University time to time. This will be in addition to his superannuation benefit which she/he getting after the retirement.
10. Person appointed on any post under this Regulation shall not be entitled to any DA, HRA, Gratuity, loan from the University and any other benefit as applicable to permanent/regular employee of the University. However, they will be entitled to fixed medical allowance and travelling allowance at par with other regular employee of the university and their teaching experience shall be counted for any regular appointments.
11. Any person appointed under this Regulation shall be entitled to such provident fund benefit as may be determined by the University from time to time; however she/he will not be entitled to any pensionary benefits.
12. Person appointed shall be entitled for 13 casual leave, 10 Medical leave, 15 academic leave in an academic year. She/he shall not be entitled to any other kind of other leave. However,



the female employee will be entitled for maternity leave as applicable to other University employees.

13. The services under this Regulation may be terminated at any time before the expiry of contract by serving one month notice by either side or one month payment in lieu thereof.
14. Any other condition of service shall be such as may be specified in the appointment order and agreement before she/he enters upon her/his duties.
15. The monthly payment of such contractual teacher, minimum and maximum age and necessary / desirable qualifications shall be as specified in the schedule appended.
16. An undertaking shall be submitted by the Contract Teacher at the time of joining that he/she will have no claim for the post and he/she will not claim any benefits other than considerate remuneration.
17. The regular selection on these posts will be automatically co-terminate with the contractual appointment against such posts.
18. Notwithstanding anything contained in foregoing para shall not supersede any contract act passed and issued by the Govt. of Madhya Pradesh.

Schedule

| S. No. | Post | Age limit | | Qualification | Fixed Payment per month |
|--------|--------------------------------|-----------|------|------------------------|--|
| | | Min. | Max. | | |
| 1 | Assistant Professor | 21 | 65 | As per UGC Regulations | Rs. 35000/- or as modified by the university from time to time |
| 2 | Associate Professor | 28 | 65 | As per UGC Regulations | Rs. 50000/- or as modified by the university from time to time |
| 3 | Professor | 35 | 65 | As per UGC Regulations | Rs. 60000/- or as modified by the university from time to time |
| 4 | Professor after Superannuation | 65 | 70 | As per UGC Regulations | Rs. 60,000/- |



FORM OF AGREEMENT

This Agreement made on the day of between Shri (hereinafter called the "Employee") on the one part and the Registrar of the University for and on behalf of the the other part, and has agreed to appoint the employee as from the day of on the following terms and conditions in addition to the conditions provided in the Regulation of the contractual appointment of teacher.

Now, it is agreed between both the parties as follows:-

1. Shri/Smt/Ku.....Son/Daughter/Wife of.....resident ofshall be contractually employed by the University and the employee shall serve the University from the day of
2. The employee shall serve the University for a period of five years (from the day of joining subject to earlier termination as herein after provided.
3. During the term at his employment the employee shall be paid a fixed amount of Rs. per month.
4. The employee shall devote his whole time to the duties of the service and will not engage directly or indirectly in any trade, business or occupation on his own account and will not (except in the case of accident or sickness certified by the competent medical authority) absent himself from his duties without obtaining prior permission of concerned Head of Department of the University.
5. The employee shall make his headquarter at the place of posting.
6. This Agreement may be at any time during the continuance thereof be terminated by either party giving to the other party at least one month notice in writing to that effect and any such notice given by or on behalf of the University shall be deemed to be sufficient if addressed to the employee and sent by registered post to his last known place at residence.

Provided that, the services of the employee may be terminated without one month notice and in lieu that employee shall be paid equivalent to one month salary by the University.



Provided further that, if the Agreement is terminated by the employee before the expiry of the contract period without giving the requisite one month notice, he shall pay one month's salary to the University.

7. The services of the employee may be terminated at any time by issuing a show cause notice and giving a reasonable opportunity to be heard. If the employee commits any misconduct or any breach or neglect of the terms of this agreement or his duties or any of the duties which may from time to time be assigned to him.
8. The employee shall not be entitled to any benefits.
9. Notwithstanding anything contained in clause 6 of this agreement, it shall be lawful for the University to terminate the services of the employee at any time during the existence of this Agreement if it is satisfied on the report of a duly constituted advisory medical board that the employee is unfit and is likely for a considerable period to continue to be unfit by reason of ill health for the discharge of his duties, his services shall be terminated after giving one month notice to him/her. In the event of such termination the University shall not be liable to pay any compensation to the employee for the unexpired period of the contract.

In witness whereof the Parties here in have executed this agreement on theday ofherein above written and signed and the seal of theUniversity have been affixed here to

In the presence of -

1. Signature

Name

Address

Signature of the Registrar

with seal of office.

2. Signature

Name

Address

Signature of the Employee

Name

Address

