

[Approved by the Coordination Committee in its meeting held on 10/05/2018. Accepted by the University in its EC meeting held on 25/06/2018 for implementation].

ORDINANCE No. 4 (C)

CONTRACTUAL APPOINTMENT OF TEACHERS UNDER SELF FINANCING SCHEMES

1. Definition : In this ordinance unless the context otherwise require:
 - (a) “Adhiniyam” means the Madhya Pradesh Vishwavidyalaya Adhiniyam 1973.
 - (b) “University Resources” shall mean the resources generated by the university through self financing courses.
2. Applicability: This ordinance will apply to all the universities constituted under Madhya Pradesh Vishwavidyalaya Adhiniyam 1973.
3. Any appointment under this ordinance shall be made on contract basis against a post constituted by the university under self financing schemes, subject to the availability of the funds in the scheme and as per Exit policy of the Govt.
4. Appointment to various posts 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 the selection committee.
 - (a) The selection committee shall consist of the following persons:

• 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 be nominated by the Chancellor	-	Member
• Member belonging to SC/ST/OBC to be nominated by the Vice Chancellor		

Presence of One Subject Expert is 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 / biodata 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. His/her next tenure shall be of two years. In 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 five percent more than the pay drawn in the previous tenure in the same cadre.

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

- Dean of the Faculty - Member
- Head of the concerned Department - Member
- One Subject experts to be nominated by the Vice-Chancellor - Member

8. Any person appointed under this ordinance on contract shall be entitled for a fixed monthly salary in accordance with the provision of SCHEDULE of this ordinance.

9. The selection of the teachers under this ordinance made from retired professors / Scientist will be paid fixed per month honorarium which will be decided by the university. This will be in addition to his superannuation benefit which she/he getting after the retirement. Other teachers appointed in accordance to the provision of this ordinance shall also get fixed emoluments of as decided by the University from time to time.

10. Person appointed on any post under this ordinance 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 employees of the university and their teaching experience shall be counted for any regular appointments.

11. Any person appointed under this ordinance 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 13 casual leave, 10 Medical leave, 15 academic leave in an academic year. She/he shall not be entitled to any other kind of leave. However, the female employee will be entitled for maternity leave as applicable to other university employees.

13. The services under this ordinance 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 qualification shall be as specified in the schedule appended.
16. An undertaking should be taken from the Contract Teacher at the time of joining that (a) he/she will have no claim for the post (b) he/she will not claim any benefits normally available to regular teachers.
17. The regular selection on these posts will automatically terminate the contractual appointment against such posts.
18. Notwithstanding anything contend foregoing para shall not supersede any contract act passed and issued by 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 thethe other part, and has agreed to appoint the employee asfrom theday ofon the following terms and conditions in addition to the conditions provided in the Ordinance No.4 (c) 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 partly 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