

OFFICE OF THE REGISTRAR
(ADMINISTRATION SECTION)
ALIGARH MUSLIM UNIVERSITY
ALIGARH

No. Admin/LD/ 2025 /T

Dated: 08.8.2017

CIRCULAR

Deans of the Faculties
Chairmen of the Department of Studies
Principals of the Colleges/University Polytechnics
Director/Coordinator of the Centre/Units

The Executive Council under Item No. 23 of its meeting held on 23.7.2016 has approved the recommendation of the Academic Council dated 09.11.2015 regarding report of Committee for making changes/ammendments in the existing Form of Agreement of Service of the University Teachers.

As approved by the Vice-Chancellor, the revised Form of Agreement of Service of the University Teachers after having changes/ammendments as per above recommendation for its implementation on all teachers/employees is enclosed for further necessary action.


(Nafees A. Farooqui)
Joint Registrar

Encl: As above.

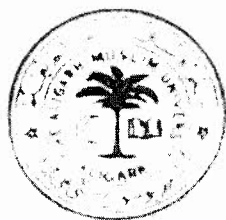
No. Admin/LD/ 2025 /T/SAB
Copy to:

Dated: 08.8.2017

1. All Joint Registrar/Joint Finance Officer/Joint Controller
2. All Deputy Registrar/Deputy Finance Officer/Deputy Controller
3. All Assistant Registrar/Assistant Finance Officer/Assistant Controller
4. Assistant Registrar, VC's Secretariat
5. P.S. to Registrar/Finance Office


Joint Registrar

Aligarh Muslim University Aligarh



Form of Agreement of Service of University Teachers

**[Vide Sec. 36 (1) of the Aligarh Muslim University Act XL
Of 1920 [as amended by the Aligarh Muslim University]
[Amended Act LXXII of 1981]**

Memorandum of Agreement made BETWEEN Aligarh Muslim University, a body corporate constituted under Act XI. of 1920 and (Amendment) Act LXXII of 1981 (hereinafter called the University) of the first part AND Shri/Smt./Kumari.....Son/wife/daughter ofresident of..... (hereinafter called the 'Teacher') of the second part.

Whereas the Executive Council of the University appointed Shri/Smt./Kumari..... as member of the teaching staff of the University with effect from theday of on the terms and conditions which the Teacher accepted.

And Whereas it is necessary and desirable to place on record the said terms and conditions of the appointment of the Teacher by the University, hereinafter appearing and contained.

Now **these present witness** and it is hereby agreed and declared by and between the parties hereto as follows:-

1. The teacher hereby accepts the engagement, and undertakes to take such part and perform such duties including extra-curricular duties in the University as may be required by and in accordance with the Act, Statutes and Ordinances and Regulations for the time being in force, or framed thereafter, of or relating to the University and to act under the directions of the authorities of the University, and the immediate orders of the Vice-Chancellor thereof.

2. The teacher shall be a whole time teacher of the University and unless this agreement is terminated by the Executive Council or by the teacher as hereinafter provided, he/she shall continue in the service of the University until he/she completes the age of sixty five years (as amended from time to time) provided that the Executive Council in the interest of the University may extend his/her term of appointment as per re-employment rules provided in Ordinances (Executive).

Provided further that if the superannuation of the teacher becomes due at any time during the academic session, inclusive of such leave preparatory to retirement as may be due to him/her, then the Teacher may be retained at his/her option, in the service of the University till the end of ongoing semester in which the teacher is superannuating.

3. The university shall pay the Teacher a salary as per rules in the Pay Band of Rs. AGP..... (as mentioned in the appointment letter).

4. The increment shall ordinarily be grown as matter of course, unless an increment is withheld by the appointing authority for reasons submitted by the Head of the Department or Dean of the faculty through the Vice-Chancellor and considered sufficient by the appointing authority.

Whenever there is any change in the nature of appointment or the emoluments of the Teacher the particulars of the change shall be recorded by the concerned office in schedule I annexed hereto under the signature of both the parties and the terms of this Agreement shall apply mutatis mutandis to the new post and terms and conditions attached to the post.

5. The Teacher agrees to be bound by the Act, Statutes, existing Ordinances and Regulations and the Ordinances and Regulations framed thereafter and the decisions of the Executive Council from time to time in determining his/her grade, increments, conditions of service, rules of superannuation. The Teacher shall be deemed to have accepted the Ordinances and Regulations of the University, provided that no alteration in the salary, the rate of contribution to the provident fund/New Pension Scheme and the age of superannuation shall be effected to the Teacher's disadvantage by any future change or amendment of any Ordinance or Regulation.

6. 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 private business whatsoever, or private practice in case of teacher of the faculty of Medicine and Unani Medicine or in private tuition/coaching or other work to which any emolument is attached, but this prohibition shall not apply to work undertaken in connection with the examination of the Universities or Public Service Commission or with the prior permission of the Vice-Chancellor in writing to any other examination work, any literary work or publication.

7. The appointing authority may dismiss the Teacher or dispense with his/her service on any of the following grounds:-

- (a) Misconduct or insubordination;
- (b) Incompetence;
- (c) If the post held by the Teacher is abolished and or the Teacher's service is no longer required by the University unless appointed through GSC;
- (d) If the teacher is declared medically unfit to perform his/her duties by an appropriate medical authority appointed by the appointing authority.

8. In case the services of the Teacher are not required under Clause 7 (c) hereof, the Teacher shall be entitled to three months' notice or at the option of the University a sum of money equal to three month's salary in lieu of the notice. In this Clause 'Salary' does not include any allowance.

9. If the Teacher be dismissed or his/her services be dispensed with under Clause 7 (a), (b) or (d) here of then he shall not be entitled to any compensation or notice whatsoever.

10. The Teacher intending to resign his/her post shall give to the Vice-Chancellor through the Head of the Department and the Dean of the Faculty at least three months' notice of his/her intention if permanent or two months if on probation or one month's notice if temporary. In default of such notice he/she shall pay to the University on demand an amount equivalent to the aggregate of the salary which would have been payable to him/her during the period of notice.

Provided that if the teacher is compelled to resign without giving the notice aforesaid owing to ill-health or for such reasons as the Executive Council approves then he/she shall not be required to pay the sum to the University.

11. If the Teacher is promoted to a higher post and his/her substantive salary in the lower post is higher than the minimum of the time scale applicable to the new post he/she shall draw such salary as he/she would have drawn in his/her sustentative post from time to time until he/she is confirmed in the higher post.

12. If the Teacher absents himself/herself from the duty and does not resume his/her work at the proper time he/she shall render himself/herself liable to such disciplinary action as the Executive Council may decide.

13. (a) The Executive Council shall be entitled to dismiss the teacher on grounds of misconduct, but save as aforesaid, the Executive Council shall not be entitled to terminate the appointment of the Teacher save for good cause and after giving three months' notice in writing or three month's salary in lieu of such notice or one month's notice if temporary.

(b) The termination of the Teacher's employment shall require a two thirds majority of the members of the Executive Council present and voting.

(c) The Vice-Chancellor may suspend the Teacher against whom any misconduct has been alleged and shall report the case to the next meeting of the Executive Council, but before such orders for dismissal are passed, the Teacher shall be informed of the allegations made against him/her and shall be given a reasonable opportunity of making such representation to the Executive Council or to any committee thereof appointed for the purpose, as he/she may desire to make.

(d) The dismissal of the teacher on the ground of misconduct shall take effect on and from the date on which the Teacher was first suspended.

(e) Before a notice is given or payment is made to the Teacher under sub-clause (a) hereof he/she shall be informed by the Executive Council of action proposed to be taken against him/her and shall be given a reasonable opportunity of making such representations to the Executive Council or to any committee thereof appointed for the purpose, as he/she may desire to make.

(f) The teacher is required to give prior intimation to the Chairman about his/her proceeding on leave and in case of exigency/emergency such intimation to be given through Email/SMS. Further, the teacher is required to take a no objection certificate for his/her visit (official/personal) to go abroad from, competent authority.

(g) The case of teachers who avail long leave (Without pay) depositing the amount in advance as per CGIS rules and obtaining a certificate from CGIS (Finance & Accounts Office) A.M.U., Aligarh shall be mandatory.

14. The Teacher who is indebted to the University may not be permitted to resign unless and until he/she has paid the full amount of the debt or has made such arrangement for the payment as are considered satisfactory by the University and University reserves the right to recover the said debt if any, from the amount of teachers due upon University.

15. On the termination of this agreement for whatever the cause the Teacher shall deliver to the University all books, records, apparatus, moneys and other articles belonging to the University that may be in his/her possession or issue in his/her name.

16. Any dispute arising out of or in consideration with or relating to this agreement between the University and the Teacher shall at the request of the teacher or the University be referred to two arbitrators of whom one arbitrator should be appointed by the Executive Council and the another nominated by the Teacher and an Umpire appointed by the Visitor and the decision of such tribunal shall be final and no suit shall lie in any Civil Court in respect of the matters decided by

the tribunal. Every such request shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act 1996 and all the provisions of that Act with the exception of Sec. 2 thereof shall apply accordingly.

17. In case, there is a need of interpretation of the above mentioned terms, inferences will be drawn from and in accordance with the AMU Act, Statutes and Regulations of this University and decision of the Executive Council in this regard shall be final.

In witness whereas the parties hereto have set and subscribe their respective hands seals on the date, mentioned against their respective signature.

Signature.....

Signed by the said.....

In the presence of:

1.

2.

Signed for and on behalf of the University of Aligarh.....

Seal of the University.....

In the Presence of:

1.

2.

SCHEDULE I

FORM OF AGREEMENT OF SERVICE FOR UNIVERSITY TEACHERS

Name of Teacher in full

Address

Designation.....

Salary Rs..... In the Grade of.....

Note: - The changes in Grade, salary of designations should be briefly described.

Changes of the designation or grade	Date of Approval of E.C.	Date on which changes takes effect	Signature	
			Teacher	Officer