**BABASAHEB BHIMRAO AMBEDKAR UNIVERSITY**

Lucknow, the 23rd December, 2004

**FIRST**
**ACADEMIC ORDINANCES**
**Instalment I**

Submitted to
MINISTRY OF HUMAN RESOURCE DEVELOPMENT
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Chapter-I

**SCHOOLS OF STUDIES AND DEPARTMENT/ CENTRES**

[*Secs.* 4, 5(xii), 5(xiv) *and* *Statutes* 17 (1) *and* 17 (5) (a)]

**Schools of Studies**

1. The following schools of Studies shall be established in the University :

1. School for Ambedkar Studies
2. School for Information Science and Technology
3. School for Environmental Sciences
4. School for Earth Sciences
5. School for Bio-sciences and Technology
6. School for Home Sciences
7. School for Energy Studies and Technology
8. School for Social Sciences
9. School for Management Studies
10. School for Physical Sciences
11. School for Humanities
12. School for Languages and Literature
13. School for Fine Arts
14. School for Performing Arts
15. School for Commerce
16. School for Space Sciences and Technology
17. School for Legal Studies

Other Schools to be established may be determined later on.

**Departments**

2. The following departments shall be established in the University :

1. Department of Library and Information Sciences
2. Department of Information Technology
3. Department of Mass Communication and Journalism
4. Department of Environmental Impact Studies
5. Department of Restoration and Conservation Ecology
6. Department of Applied Geology
7. Department of Geophysics
8. Department of Geochemistry
9. Department of Applied Plant Sciences
10. Department of Applied Animal Sciences
11. Department of Bio-Technology
12. Department of Human Development and Family Studies
13. Department of Home Management
14. Department of Food and Nutrition
15. Department of Clothing and Textile
16. Department of Home Science Extension
17. Department of Renewable Energy
18. Department of Non-renewable Energy
19. Department of Economics
20. Department of Sociology
21. Department of Political Science
22. Department of Social Work
23. Department of Anthropology
24. Department of Law
25. Department of Buddhist Studies
26. Department of Rural Management
27. Department of Electronics and Telecommunications
28. Department of Applied Physics
29. Department of Applied Chemistry
30. Department of Applied Mathematics and Statistics
31. Department of History
32. Department of Education
33. Department of Philosophy
34. Department of Psychology
35. Department of Sanskrit and Pali
36. Department of Hindi
37. Department of English and European Language
38. Department of Urdu
39. Department of Asian Languages
40. Department of Painting
41. Department of Sculpture
42. Department of Museology
43. Department of Applied Art
44. Department of Music

45. Department of Dance
46. Department of Drama
47. Department of Accountancy and Finance
48. Department of Business Studies
49. Department of Banking
50. Department of Pharmaceutical Sciences
51. Department of Space Sciences
52. Department of Computer Sciences
53. Department of Human Rights
54. Department of Environmental Science
55. Department of Continuing Education and Community Services.

**Assignment of Departments to Schools**

3. (I) The following Departments shall be assigned to the School for Information Science and Technology :

(a) Department of Library & Information Science
(b) Department of Information Technology
(c) Department of Mass Communication & Journalism
(d) Department of Computer Science
(e) Department of Continuing Education and Community Services
(f) Such other Departments as may be created in future.

(II) The following Departments shall be assigned to the School for Environmental Sciences :

(a) Department of Environmental Impact Studies
(b) Department of Restoration and Conservation Ecology
(c) Department of Environmental Sciences
(d) Such other Departments as may be created in future.

(III) The following Departments shall be assigned to the School for Earth Sciences :

(a) Department of Applied Geology
(b) Department of Geophysics
(c) Department of Geochemistry, and
(d) Such other Departments as may be created in future.

(IV) The following Departments shall be assigned to the School for Bio-Sciences and Technology :

(a) Department of Applied Plant Sciences (Horticulture)
(b) Department of Applied Animal Sciences (Sericulture)
(c) Department of Bio-Technology
(d) Department of Pharmaceutical Sciences
(e) Such other Departments as may be created in future

(V) The following Departments shall be assigned to the School for Home Sciences :

(a) Department of Human Development and Family Studies
(b) Department of Home Management
(c) Department of Food and Nutrition
(d) Department of Clothing and Textile
(e) Department of Department of Home Science Extension, and
(f) Such other departments as may be created in future.

(VI) The following Departments shall be assigned to the School for Energy Studies and Technology :

(a) Department of Renewable Energy
(b) Department of Non-renewable Energy, and
(c) Such other departments as may be created in future.

(VII) The following Departments shall be assigned to the School for Social Sciences :

(a) Department of Anthropology
(b) Department of Buddhist Studies
(c) Such other departments as may be created in future.

(VIII) The following Departments shall be assigned to the School for Management Studies :

(a) Department of Rural Management
(b) Such other departments as may be created in future.

(IX) The following Departments shall be assigned to the School for Physical Sciences :

(a) Department of Electronics and Telecommunication
(b) Department of Applied Physics
(c) Department of Applied Chemistry
(d) Department of Applied Mathematics and Statistics, and
(e) Such other departments as may be created in future.

(X) The following Departments shall be assigned to the School for Humanities :

(a) Department of Psychology, and
(b) Such other departments as may be created in future

(XI) The following Departments shall be assigned to the School for Languages and Literature :

(a) Department of Sanskrit and Pali
(b) Department of Hindi
(c) Department of English and European Languages

(d) Department of Urdu

(e) Department of Asian Languages, and

(f) Such other departments as may be created in future.

(XII) The following Departments shall be assigned to the School for Fine Arts :

(a) Department of Painting

(b) Department of Sculpture

(c) Department of Muscology

(d) Department of Applied Art, and

(e) Such other departments as may be created in future.

(XIII) The following Departments shall be assigned to the School for Performing Arts :

(a) Department of Music

(b) Department of Dance

(c) Department of Drama, and

(d) Such other departments as may be created in future.

(XIV) The following Departments shall be assigned to the School for Commerce :

(a) Department of Accountancy and Finance

(b) Department of Business Studies

(c) Department of Banking, and

(d) Such other departments as may be created in future.

(XV) The following Departments shall be assigned to the School for Ambedkar Studies :

(a) Department of Economics

(b) Department of History

(c) Department of Political Sciences

(d) Department of Philosophy

(e) Department of Social Work

(f) Department of Education

(g) Department of Sociology

(h) Such other departments as may be created in future.

(XVI) The following Departments shall be assigned to the School for Legal Studies :

(a) Department of Human Rights

(b) Department of Law

(c) Such other departments as may be created in future.

(XVII) The following Departments shall be assigned to the School for Space Sciences and Technology :

(a) Department of Space Sciences

(b) Department of Space Technology

(c) Such other departments as may be created in future.

4. In addition, the following Centres shall be established in the University :

(i) Centre for Continuing Education and Community Services

(ii) Centre for Disaster Management

(iii) Centre for Distance Education

(iv) Centre for Instrumentation and Design Engineering, and

(v) Such other Centres as may be created in future.

5. (i) The following Centres shall be assigned to the School for Information Sciences and Technology :

(a) Centre for Continuing Education and Community Services, and

(b) Such other Centres as may be created in future.

(ii) The following Centres shall be assigned to the School for Environmental Sciences :

(a) Centre for Disaster Management, and

(b) Such other Centres as may be created in future.

(iii) The following Centres shall be assigned to the School for Physical Sciences :

(a) Centre for Instrumentation and Design Engineering, and

(b) Such other Centres as may be created in future.

(iv) Other Centres shall be assigned to different Schools according to their academic relevance as and when they are created.

6. The organisational structure of the Centres and their academic programmes shall be prescribed by the School Boards to which the Centres are assigned.

## CHAPTER-II

## SCHOOL BOARD

[Statutes 17 (2), (3), (4)]

**Constitution**

1. Every school shall have a School Board. On the expiry of the term of the first School Board constituted under Statute 17(2) the School Board shall consist of the following members :—

(i) The Dean of the School (ex-officio Chairman)

(ii) Heads of Departments in the School (ex-officio)

(iii) All Professors in the School

(iv) One Reader and one Lecturer from each of the Departments by rotation according to seniority.

(v) One teacher from the centre(s) assigned to the School nominated by the Vice-Chancellor

(vi) One representative from each of the Board of other Schools, which have inter-disciplinary work with the School, to be nominated by the Vice-Chancellor.

(vii) Not more than two educationists, preferably experts in the subjects, nominated by the Vice-Chancellor.

(viii) Not more than five persons nominated by the Academic Council for their special knowledge of, or expertise in the concerned subjects, and who are not elmployees of the University or of any of its Colleges/ Institutions.

**Term of Office**

2. The term of office of the nominated members shall be three years and they shall be eligible for re-nomination.

**Chairman**

3. The Dean of the School shall be the Chairman of the Board and shall convene the meetings of the Board.

**Functions**

4. The functions of the School Board shall be :

(a) To co-ordinate the teaching and research work in the Departments/Centres of the School

(b) To appoint committees to organise the teaching and research work in subjects or areas which do not fall within the sphere of any Department in the School and supervise the work of such committees with the approval of the Vice-Chancellor.

(c) To approve the courses of study/synopsis of various programmes, including research degrees, offered by the Departments/ Centres.

(d) To recommend to the Board of Management the names of examiners for the evaluation of theses for Ph. D. and other research degrees.

(e) To recommend to the academic Council creation or abolition of teaching posts after considering proposals received from the Departments/Centres.

(f) To consider and act on any proposal regarding the welfare of the students of the School.

(g) To consider schemes for the advancement of the standards of teaching and research and to submit proposals in this regard to the Academic Coucil.

(h) To perform all other functions which may be prescribed by the Act, Status and Ordinances and to consider all such matters as may be referred to it by the Board of Management/the Academic Council or the Vice Chancellor.

(i) To delegate to the Dean or to any other member of the Board or to a committee such powers, general or specific, as may be decided.

**Meetings**

5. Meetings of the Board shall either be ordinary or special.

Ordinary meetings shall be held twice in a year of which one shall be held in the first quarter of the academic session.

6. Special meetings with the approval of the Vice Chancellor may be called by the Dean on his own initiative or shall be called at the suggestion of the Vice Chancellor or on a written request from at least one third of the members of the Board.

**Quorum**

7. The quorum for a meeting of the Board shall be one-third of its total membership.

**Notice**

8. Notice for the ordinary meeting of the Board shall be issued by the Registrar office at least 14 days before the date fixed for the meeting, and for the special meeting at least five days before the date fixed for the meeting.

**Rules of Business**

9. Rules of conduct of the meetings shall be as prescribed by regulations to be framed in this regard. Regulations will be framed by the Academic Council

CHAPTER-III

**DEPARTMENTS**

[Section 2 (g) read with Stature 17 (5)(c) and Stature 8 (5)]

**Constitution**

1. The members enumerated under Stature 17 (5)(c) shall be the members of the Departments.

**Heads of the Departments and their functions Statute 8(5).—**

2. The Head of the Department shall convene and preside over the meetings of the Department.

3. The Head of the Department shall :

(a) Organise the teaching and research work in the department

(b) Allocate teaching work to the teachers in the department and assign to them such other duties as may be necessary for the proper functioning of the department.

(c) Co-ordinate the work of the department committees appointed for specific purposes, and

(d) Perform such other duties as may be assigned to him by the Dean, the Board of the School, the Academic Council, the Board of Management or the Vice-Chancellor

CHAPTER-IV

## BOARD OF POST-GRADUATE STUDIES

(Statute 18)

1. There shall be a Board of Post-graduate studies for each department.

**Constitution**

2. The Board of Post-graduate Studies shall consist of the following members:

(i) Head of the Department

(ii) All Professors of the Department

(iii) Two Readers and two Lecturers, by rotation according to seniority.

(iv) Not more than four teachers teaching the subject at Post-graduate level in its Colleges/Institutions, nominated by the Vice-Chancellor, due representation to be given to the Heads of Departments and other senior teachers of the Departments by turn.

(v) Not more than three persons, nominated by the Board of the School, who have special knowledge in the discipline of the concerned Department and who are not employees of the University or of any of its Colleges/ Institutions.

(vi) In respect of the professional colleges, the Principal or the head of the Department of the concerned discipline, as the case may be shall be ex-officio Chairman of the Board of Studies.

(vii) The Chairman shall have the power to co-opt experts to attend as observers at its specific meetings, as and when necessary, with prior permission of the Vice-Chancellor :

Term of Office

3. The term of office of the members of the Board of Studies shall be for a period of three years. Members shall be eligible for re-appointment, except those appointed vide clause 2 (iii) above.

4. The functions of the Board shall be as per Statute 18 (3).

Quorum

5. The quorum for a meeting of the Board shall be one-third of the total membership of the Board.

Notice

6. Notice of the meetings of the Board shall be issued by the registrar's office at least 14 days before the date fixed for the meeting.

Minutes

7. The Chairman of the Board shall keep the Minutes of the Meetings of the Board and endorse a copy of the same to Registrar.

Rules of Business

8. The Rules of conduct of the meeting shall be as may be prescribed by regulations in this regard by Academic Council.

# FIRST

# ACADEMIC ORDINANCES

## Instalment II

CHAPTER-V

## BOARD OF UNDER-GRADUATE STUDIES

[Statute 18(1) and (4)]

**Constitution**

1. There shall be a Board of under-graduate Studies for each subject/discipline taught at the degree level.

2. Each board shall comprise not less than nine members. The constitution of the Board shall be as follows:

(i) The Head of the University Department teaching the subject who shall be the ex-officio Chairman.

(ii) Professors in the Department.

(iii) One Reader in the Department by rotation as per seniority.

(iv) One Lecturers in the Department by rotation as per seniority.

(v) Not more than Six teachers teaching the subject in its Colleges/Institutions, to be nominated by the Vice-Chancellor.

(vi) Two outside experts nominated by the Vice-Chancellor in consultation with the Head of the Department.

Provided that in respect of subjects/discipline not taught in the university Departments/Schools, the Board of Studies shall consists of the following:

(i) The Principal or the Head of the Department of the concerned discipline, as the case may be, who shall be the ex-officio Chairman of the Board of Studies.

(ii) Not more than six teachers teaching the subject in its Colleges/ Instiutions, to be nominated by the Vice-Chancellor.

(iii) Not more than three outside experts who have special knowledge in the discipline, to be nominated by the Vice-Chancellor.

Term of Office

3. Members of the Board of Under-graduate Studies shall hold office for a period of 3 years and they shall be eligble for re-appointment except those appointed by rotation as per seniority.

Powers and Functions

4. The powers and functions of the Board shall be :

(a) To recommend the Board of management panel of names suitable for appointment as examiners, paper setters, etc., in a subject with which it deals in accordance with the provisions of regulations about the examinations of the University.

(b) To recommend text-books where necessary.

(c) To consult specialists who are not members of the Board, as and when necessary.

(d) To make recommendations to the Academic Council regarding the syllabi of the courses of studey and examinations in the subjects with which it deals.

(e) To recommend to the School Board, steps/measures for improvement of the Standard of under-graduate courses and teaching in the subject for making necessary recommendations to the Academic Council and to consider and report on any matter referred to it by the board of the management, the Academic Council or the 'Dean of the School'.

The Chairman shall have the power to co-opt 'experts to attend as observers at its specific meetings, as and when necessary, with prior permission of the Vice-Chancellor.'

5. Meeting of the Board shall be convened by the Chairman of the Board.

6. Special meetings may be called by the Chairman on his own or on the request of the Dean of the School or at the suggestion of the Vice Chancellor or on written request from at least four members of the Board.

Notice

7. Notice of the meeting of the Board shall be issued by the Registrar's office at least 3 weeks before the date fixed for the meetings.

Quorum

8. Four members of the Board shall form quorum.

Rules of Business

9. The rules of conduct of the meeting shall be as prescribed by the Regulations in this regard.

## CHAPTER-VI

## DEAN OF SCHOOL OF STUDIES

[Statute7 (3)]

1. The Dean of the School shall:

(a) Co-ordinate and generally supervise the teaching and research work in the School through the Heads of Departments.

(b) Maintain discipline in the classrooms through the Heads of Departments.

(c) Keep a record of the evaluation of sessional work and the attendance of the students at lectures, tutorials or seminars wherever these are prescribed.

(d) Arrange for the examinations of the University in respect of the students of the School in accordance with such directions as may be given by the Academic Council.

(e) Convene and preside over the meetings of the Board of the School and keep the minutes of the meetings of the Board.

(f) Perform such other duties as may be assigned to him by the Academic Council, the Board of Management or the Vice Chancellor.

## CHAPTER-VII

## ADMISSION OF STUDENTS TO THE UNIVERSITY

**[Section 5(xx), 5(xxi) and 27(1)(a)]**

1. Without prejudice to the provisions of the Act and the Statutes and other rules of the University, no student shall be eligible for admission to any under-graduate or post-graduate course of study in the University unless he/she has passed the examination or examinations prescribed by the University for admission to the concerned course or courses.

2. Application for admission to the University shall be made to the Dean of the concerned School in such form as may be prescribed and on or before the last date fixed in respect of each course.

3. The applications so received shall be forwarded by the Dean to the Admission Committee of the Schools/Departments concerned as may be constituted by the Vice-Chancellor.

4. The processing of admission in respect of each course may be completed by the Admission

committee concerned as per prescribed procedure and the list of candidates recommended for admission shall be forwarded to the Vice Chancellor for approval.

5. All admissions shall be provisional in the first instance and may be finalised within a time limit as may be fixed by the Vice-Chancellor.

6. No candidate shall claim admission as a matter of right.

7. Admission of foreign nationals, shall be regulated in accordance with the guidelines issued from time to time by the Government of India.

8. The University may make admission/ enrolment of students for Ph.D. Programmes invarious subjects/disciplines both on part-time and full-time basis including external registration for the Ph.D. Degree, details of which shall be prescribed through Regulations from time to time.

Normally, registration for Ph.D. Degree shall be done twice in a year (in April and October).

9. For the purposes of admission to all courses of study in the University, 50% of the seats shall be reserved for SC/ST students.

## CHAPTER-VIII

## REGISTER OF ENROLMENTS

Maintenance of

Register of

Enrolments

1. The University shall maintain a Register of Enrolments in which the names of the following classes of persons shall be registered:

(a) Candidates who have passed the Higher Secondary, Intermediate, Pre-Degree, S.S.C. of the respective Boards or any other examination approved as equivalent there to, when admitted to a Course of Study in the University.

(b) Holders of any degree, title, diploma or certificate, other than those specified in (a) above on first admission to a University Course of Study.

(c) Persons, other than those specified in (a) or (b) who with or with out exemption from attendance certificates, are permitted to appear for the first time for any examination of the University.

(d) Persons other than those specified in (a) (b) or (c) and who are candidates for admission to a Research Degree of the University.

## CHAPTER-IX

## MIGRATION OF STUDENTS

**[Section 27(1)(q)]**

Inter.

University

Migration

1. Students transferred from other Universities and seeking admission in the University may be permitted to be admitted to the concerned course provided, however:—

(a) Equivalence of the qualifying examination/ degree concerned is approved by Equivalence Committee of the University.

(b) They shall produce from the Head of the Institution in which they have last studied.

(i) A Transfer Certificate, and

(ii) A Conduct Certificate.

(c) They shall have passed all the examinations prescribed by the parent University for the duration of the course of study already put in and shall have to produce documentary evidence to that effect along with the application for admission.

## CHAPTER-X

## EQUIVALENCE COMMITEE

**[(Section 27(1)(q)]**

1. There shall be an Equivalence Committee consisting of Deans of all School and its functions shall be as under:—

2. (i) To recognise the examinations conducted by other Universities and Degrees awarded by them, on reciprocal basis.

(ii) To decide equivalence of such examination/ degree as may be referred to it from time to time including those of foreign Universities.

(iii) To withold, suspend or cancel recognition to any examination/degree for such reasons and such time as it may deem fit.

(iv) While considering the cases of equivalence and/ or recognition, the committee may go through the syllabus, curriculum, etc., and may either have the views/options of the concerned Head/Dean or may seek clarification for which purpose the Equivalence Committee may request the concerned Head of Department to attend its meeting as a special invitee.

3. Notwithstanding any of the clauses above, the Vice-Chancellor may grant recognition/equivalence to any examination/degree and action taken by the Vice-Chancellor shall be reported to the Equivalence Committee at its next meeting.

4. The committee shall frame the rules of business and lay down guidelines for consideration and approval of the Academic Council. The Academic Council may delegate any of its powers, in this behalf, to the Equivalence Committee.

## CHAPTER-XI

## MEDIUM OF INSTRUCTION AND EXAMINATION

[(Section 27 (1)(c)]

The medium of instruction in respect of all courses conducted in the Schools and the Colleges/Institutions of the University shall be English/Hindi except in cases of studies/research in Lanugages.

Provided that the Vice-Chancellor may permit a student to wirte any examination in a language other than that of instruction in exceptional circumstances mentioned in writing.

## CHAPTER-XII

## FEES PAYABLE BY THE STUDENTS OF THE UNIVERSITY AND THE COLLEGES/INSTITUTIONS

[(Section 27 (1)(c)]

FEES :

1. Fees payable by the students of the University and the Colleges/Institutions, as the case may be, for various purposes, shall be as prescribed in Appendix-I which may be modified by the Board of Management from time to time.

Due date and Mode of payment

2. (i) Students shall deposit tuition fees in two instalments, the first at the time of their admisssions and the next before 10th February.

Examination fees and other deposits, if any, shall be paid in one instalment at the time of admission.

(ii) Fees shall be payable in cash or through postal order or by a crossed bank draft drawn in favour of "The Finance Officer, Babasaheb Bhimrao Ambedkar Univeristy, Lucknow" or in any other manner as may be decided by the University.

Delay or Default in payment

3. (i) If a Students does not pay fee in time, late payment fee shall be levied as follows at the time of payment :

(a) @ 50 paise per day for the first 10 days;

(b) @ Two rupees per day thereafter up to the last day of the month in which the fee is due.

(ii) The Vice Chancellor, or on his behalf, any other officers to whom this power has been delegated, may relax any of the conditions for payment of fees in special cases.

(iii) Names of the defaulters shall be removed from the rolls of the University with effect from the first day of the following month.

(iv) A student whose name has been struck off the rolls of the University, under the above clause, may be re-admitted on the recommendation of the Dean of the School concerned and on payment of arreas of fees in full and other dues including late payment fee together with a re-admission fee of Rs. 10.

(v) Whenever a student proposes to withdraw from the Univeristy, he shall submit an application to the Dean of the School concerned through the head of the Department/Centre intimating the date of his/her withdrawal. If he /She fails to do so, his/her name shall continue to be kept on the rolls of the University for a maximum period of one month, following the month upto which he/she has paid the fees. He/She shall also be required to pay all fees/Charges that may fall due during this period.

Concession to Blind, SC/ST Students

4. (i) Blind Students shall be excepted from payment of tution fees.

(ii) SC/ST Students shall be granted concession as per regulations.

5. (a) The Dean of the School, one the recommendation of a committee consisting of the following shall grant freeships upto a percentage which may be prescribed as per the guidelines of the University Grants Commission from time to time in this regard :

(i) One of the Deans in the University to be nominated by the Vice-Chancellor

(ii) Three Heads of the Departments/Centres nominated by the Board of Management

This committee shall also award scholarships mentioned in Para Number XII

(b) If the number of applications for freeships more than the prescribed limit, the committee may recommend half freeships to more applicants ensuring at the same time that the total number of freeships does not exceed the prescribed limit.

(c) Applications for concession in fees shall be submitted in the prescribed form to the Dean of the School concerned through the head of the Department/Centre by 31st August or by such other date as may be specified by the Dean. Applications received after that date shall not ordinarily be entertained.

(d) The following factors shall be considered while making recommendations on the applications of students for grant of freeships.

(i) Academic record of the student;

(ii) His/her financial postion;

(iii) Any other relevant factor relatiing to the financial postion of the student or of his/her parents/guardian.

The list of the students to whom concessions have been awarded shall ordinarily be notified by 30th September.

(e) Feeships granted during the preceding academic year shall not be renewed automatically in the following year. The student in need of such concession shall submit fresh application every year which shall be considered alongwith new applications received in that year.

(f) A freeship granted to a student may be cancelled if his/her conduct or progress in studies is found to be unsatisfactory or if his/her or his/her parent's/guardian's financial condition improves and he/she is no longer in need of such fee concession.

6. (i) Security deposits, library caution money and any other deposits are refundable, on an application from the student on his/her leaving the University, after deduction of all dues against him/her.

(ii) If any student does not claim the refund of any amount lying to his/her credit within one calender year of his/her leaving the University, it shall be deemed to have been donated by him/her to the Students' Welfare Fund.

Explanation :

The period of one year shall be reckoned from the date of announcement of the result of the examination due to be taken by the student or the date from which his/her name is struck off from the rolls of the University, whichever is earlier.

(iii) If, after having paid the fees, a candidate desires his/her admission to be cancelled, he/she shall be refunded all fees and deposits, except tuition fee, admission, enrolment and recognition fees, provided his/her application for withdrawal is received by the Dean of the School concerned at least five clear days before the commencement of the academic session concerned or within five clear days after the completion of admission.

(iv) If, after having paid his/her fees, a candidate does not join the University, only the sports fee and security deposit(s) shall be refunded provided his/her application for withdrawal is received by the Dean of the School concerned not later than fifteen clear days after the commencement of the academic session concerned.

(v) Application for withdrawal received after the expiry of fifteen days from the commencement of the academic session would entitle a student for the refund of security deposit/caution money only.

(vi) If a student owes any money to the University on account of any damage he/she may have caused to the University property, it, shall alongwith outstanding tuition fees and fines, if any, be deducted from the security deposit due to him/her.

7. Students shall not be issued hall tickets or allowed to appear at the examination unless they have cleared all their dues, paid the prescribed examination fee, and produced a "No dues" certificate from the Dean of the School/Head of the Department/Centre concerned.

CHAPTER-XIII

## AWARD OF SCHOLARSHIPS, STUDENTSHIP, FELLOWSHIPS, MEDALS, PRIZES, ENDOWMENTS ETC.

Section 5(xiii)

1. In order to encourage meritorious and deserving students to pursuce courses of studies and research in the University without great financial strain, the University shall strive to provide adequate number of scholarships, fellowships, studentships and freeships; for financial help, and also provide for award of medals and prizes on consideration of the pattern prevalent in other Central Universities in the country.

Award of
Scholarship
Freeship

2. The University shall institute scholarships in every subject to be awarded to the students of the University.

There shall be concesion in the form of half and full freeships of tuition fees in each School/Department/Centre as per norms of the U.G.C. There shall be a scheme of merit scholership where the first and second rank holders in every subject will be awarded scholarship, the quantum of which shall be decided by the University from time to time.

All types of Scholarships shall be admininistered at the University level by a Committee to be constituted by the Vice-Chancellor and mentioned in Chapter XI.

Fellowship

3. There shall be fellowships instituted in the University for studies or research as approved under the

norms of the U.G.C. or other funding agencies from time to time.

Studentship

4. There shall be a scheme to award medals/prizes to the meritorious students of the University for their best performance in various University Examinations.

Endowment
Vide Section
5(xxvii)

5. The University shall have power to institute endowments from time to time in accordance with the Babasaheb Bhimrao Ambedkar University Act.

There shall also be a Committee constituted by the Vice-Chancellor for administration of each endowment and to implement the objects of the endowment.

Detailed guidelines governing the administration of such endowments created in the University shall be framed from time to time by the Board of Management.

## APPENDIX-I

## SCHEDULE OF FEES

1. Every student of the University shall pay, alongwith the first instalment of fees, the following amounts under each head mentioned below :—

| | | |
|---|---|---|
| (i) | Admission fee chargeable only once for each course | Rs. 50/- |
| (ii) | Enrolment/Registration Fee payable only by students not enrolled in the University in any earlier course | Rs. 50/- |
| (iii) | Caution Money | |
| | (a) For each laboratory where the student may Undergo practical training | Rs. 100/- |
| | (b) For each library of which the student may become a member | Rs. 100/- |
| | (c) General caution money including hall/hostel caution money. | Rs. 150/- |

The full/part caution money under these heads may be refunded in the next academic session at the discretion of the University.

2. Every student of the School for Information Science & Technology and School for Environmental Studies, as well as Centre for Vocational Studies and Centre for Rural Technology shall pay the Laboratory Fee as per the following schedule :—

| | | |
|---|---|---|
| (a) | For M.Sc. | Rs. 250/- per annum or Rs. 125/- per semester |
| (b) | For Post-graduate Diploma Course | Rs. 250/- per annum or Rs. 125/- per semester |
| (c) | For Post-graduate Certificate Courses | Rs. 125/- |

3. Every student of the University shall pay, the following fees for each academic year (two semesters) :—

| | | |
|---|---|---|
| (a) | Medical Examination Fee | Rs. 50/- |
| (b) | Sports Fee | Rs. 50/- |
| (c) | Library/Laboratory/Identity Card Fee | Rs. 10/- each |
| (d) | Duplicate Library/Laboratory/ Identity Card Fee chargeable in case the original is lost. | Rs. 50/- each |

4. Students enrolled in the School for Ambedkar Studies shall pay the following tuition fees :—

| | |
|---|---|
| M. Phil. Programme | Rs. 1000/- per annum |
| Ph. D. Programme | Rs. 1000/- per annum |

5. Students enrolled in the School for Information Science and Technology and School for Environmental Studies shall pay the following tuition fees :—

| | |
|---|---|
| Diploma Course | Rs. 2000/- per annum or Rs. 1000/- per semester |
| M.Sc. Course | Rs. 2000/- per annum or Rs. 1000/- per semester |
| M. Phil Programme | Rs. 2500/- per annum |
| Ph. D. Programme | Rs. 2500/- per annum |

6. Students enrolled in the Centre for Human Rights shall pay the following tuition fees :—

| | |
|---|---|
| Diploma Course | Rs. 1000/- per annum or Rs. 500/- per semester |
| M. Phil Programme | Rs. 1000/- per annum |
| Ph. D. Programme | Rs. 1000/- per annum |

7. Students enrolled in the Centre for Vocational Studies shall pay the following tuition fees :—

| | | |
|---|---|---|
| (a) | Computer Software Applications | |
| | Certificate Course | Rs. 2000/- |
| | Diploma Course | Rs. 4000/- per annum or Rs. 2000/- per semester |
| (b) | Office Management and Secretarial Practice | |
| | Certificate Course | Rs. 1000/- |

| | |
|---|---|
| Diploma Course | Rs. 2000/- per annum or Rs. 1000/- per semester |

8. Students enrolled in the Centres for Rural Technology shall pay the following tuition fees :—

| | |
|---|---|
| Certificate Course | Rs. 1000/- |
| Diploma Course | Rs. 2000/- per annum or Rs. 1000/- per semester |

9. Every student of the University shall be required to reside in University halls/hostels and shall pay a hall/ hostel fee of Rs. 1000/- every six months inclusive of electricity charges. He/she shall also have to pay mess charges as may be decided by Regulations.

10. Every student taking a university examination shall pay the examination fee as follows :—

| | |
|---|---|
| All Certificate Courses | Rs. 150/- |
| All Diploma Courses | Rs. 300/- |
| All M.Sc. Courses | Rs. 300/- |
| All M. Phil. Programmes | Rs. 350/- |
| All Ph. D. Programmes | Rs. 350/- for evaluation of thesis |
| Exam. | Rs. 250/- for Viva Voce |

11. The mode of payment of fees shall be laid down in the Ordinances and Regulations made for the purpose.

12. The University reserves the right to charge fees under additional heads, as and when necessary and/or alter the amount of fees charged under various heads.

13. The tuition and examination fees for other Schools/Centres shall be as decided from time to time.

14. Fee concessions to blind and SC/ST students shall be as per Ordinance 4 of Chapter XII (Fees Payable by the students of the University and the Colleges/ Institution).

## FIRST

## ACADEMIC ORDINANCES

### Instalment III

### CHAPTER XIV

### CLASSIFICATION, EMOLUMENTS, QUALIFICATIONS AND OTHER TERMS AND CONDITIONS OF SERVICE OF THE TEACHERS AND OTHER ACADEMIC STAFF OF THE UNIVERSITY

**[Section 27(1)(n) read with Statute 25(1)]**

1. "Teachers of the University" means Professors, Reader, Lecturers and such other persons as may be appointed for imparting instruction or conducting research in the University or in any college or institution maintained by the University and are designated as teachers by the Ordinances.

**2. Emoluments :**

The emoluments of the teachers, shall be as follows :—

(i) They willl be paid salary in the scales of pay mentioned below :

| | |
|---|---|
| Lecturers | — Rs. 2200-75-2800-EB-100-4000 |
| Lecturer (Senior Scale) | — Rs. 3000-100-3500-125-5000 |
| Lecturer (Selection Grade) | — Rs. 3700-125-4590-150-5700 |
| Reader | — Rs. 3700-125-4950-150-5700 |
| Professor | — Rs. 4500-150-5700-200-7300 |

The emoluments of a teacher will in addition to pay, include dearness allowance and other allowances as are applicable to Central Government employees drawing corresponding pay.

The appointment of a teacher on direct recruitment is to be made on the minimum of the scale prescribed for that post. However, on the recommendation of the selection committee and on the approval of the Board of Management, the pay of a teacher may be fixed at a higher stage :

Provided that the number of increments so sanctioned shall not exceed the maximum prescribed by the University Grants Commission.

Provided further that the Central Government Rules, for the time being in force concerning the fixation of pay and other related matters, shall be applicable in matters of appointment and promotion of the teachers of the University.

(ii) The salary and other emoluments shall be subject to revision of pay scales from time to time as per University Grants Commission/ Ministry of Human Resource Development's directives.

**3. Recruitment and Qualification :**

(1) Recruitment to the posts of Lecturers, Readers and Professors in the University shall be made on the basis of merit through all-India advertisement and selection.

(2) The minimum qualification required for appointment to the posts of Lecturers, Readers and Professors shall be those prescribed by the UGC from time to time. These are as follows :—

(a) Lecturers : Master's degree in the relevant subject with at least 55% marks or its equivalent grade and good academic record.

Besides fulfilling the above qualification candidates for the post of Lecturer should have cleared the National Eligibility Test (NET) for Lecturer conducted by UGC or

any other Test or Examination declared by the UGC to be equivalent to NET.

OR

Should have submitted their Ph.D. thesis, or completed their M. Phil. degree by 31st December, 1993.

(b) Readers : Good academic record with a doctoral degree or equivalent published work. Evidence of being actively engaged in (i) research or (ii) innovation in teaching methods or (iii) production of teaching material.

Five years experience of teaching and/or research/ provided that at least three of these years were as Lecturer in a University/Institution imparting post graduate instruction or in an equivalent position.

This condition may be relaxed in the case of candidates with outstanding record of teaching/research.

EXPLANATION : For determining "good academic record" the following citeria shall be adopted in the cases of Readers and Lecturers :

(i) A candidate holding a Ph.D. Degree should possess at least a second class (50%) Masters Degree; or

(ii) A candidate without Ph.D. Degree should possess a high second class (55% or above) Masters Degree and second class (50% or above) Bachelor's Degree.

(c) Professors :

An eminent scholar with published work of high [illegible] and actively engaged in research. Above ten years' experience of teaching and/or experience of guiding research at doctoral level.

OR

An outstanding scholar with established reputation who has made significant contribution to knowledge.

4. **Career Advancement/Promotion :**

(I) Every Lecturer will be eligible for placement in a [illegible] scale of Rs. 3000—5000 if he/she has :

(a) completed 8 years of service after regular appointment.

(b) participated in two refresher courses/summer institutes, each of approximately four weeks duration, or engaged in other appropriate continuing education programmes of comparable quality, as may be specified by U.G.C.; and

(c) consistently satisfactory performance appraisal reports.

**Explanation :**

(i) 8 years of service in para (a) above means a total of eight years' service in Universities/recognised colleges or National Research Institutes/ Laboratories in identical/equivalent or comparable scale of pay.

(ii) With reference to para (c) above, consistently satisfactory performance appraisal report shall be the "performance report" of the Lecturer as given by the concerned Head of the Department, Dean of the School and countersigned by the Vice-Chancellor.

(II) Every Lecturer in the senior scale of Rs. 3000—5000 will be eligible for promotion to the post of Lecturer (Selection Grade)/Reder in the scale of pay of Rs. 3700—5700 if he/she has :

(a) completed 8 years of service in the senior scale provided that the requirement of 8 years will be relaxed if the total service of the Lecturer is not less than 16 years; vide not (I) above; and

(b) obtained a Ph.D. degree, or an equivalent published work.

(III) Every Lecturer in the senior scale will be eligible for promotion to the post of Reader in the scale of pay Rs 3700—5700 if he/she has :

(a) completed 8 years of service in the senior scale, provided that the requirement of 8 years will be relaxed if the total service of the Lecturer is not less than 16 years.

(b) Obtained a Ph.D. degree or an equivalent published work;

(c) made some mark in the areas of scholarship and research as evidence by semi-education innovation, design of new courses and curricula, etc.

(d) participated in two refresher courses/summer institutes each of approximately 4 weeks duration or engaged in other appropriate continuing education programmes of comparable quality as may be specified by the UGC, after placement in the senior scale; and

(e) consistently good performance appraisal/ evaluation reports.

5. Promotion to the post of Lecturer (Selection Grade)/Reader will be through a process of selection by a Selection Committee to be set up under the Statutes/ Ordinances of the University or other similar committees set up by the University. Posts will stand created for this purpose by upgrading a corresponding number of posts of Lecturers in the University and Colleges.

(a) Promotion to the post of Lecturer (Selection Grade)/Reader will be through a Selection Committee consisting of :

(i) The Vice-Chancellor or his nominee.

(ii) One Dean nominated by the Vice-Chancellor.

(iii) The Head of the Department concerned.

(iv) One person not in the service of the University nominated by the Board of Management having special knowledge or interest in the concerned subject.

(b) Promotion of the post of Reader will be through a process of selection by a selection committee to be set up under the Statutes/Ordinances of the University.

Those lecturers in the senior scale who do not have a Ph. D. degree or equivalent published work and who do not meet the scholarship and research standards of a Reader but fulfil the other criteria mentioned in para 3(2)(b) and have a good record in teaching and/or participation in extension activities, will be place in the grade of Rs. 3700—5000 subject to the recommendations of the above committee. They will be designated as Lecturers in the Selection Grade. Posts in the selection grade will be created for this purpose by upgrading the posts held by them. They could offer themselves for a fresh assessment after obtaining a Ph. D. degree and/or fulfilling other requirements for promotion as Reader, and if found suitable, could be given the designation of Reader.

**Explanation :**

Lecturers (Rs. 2200—4000) for promotion to Lecturer (Senior Scale) (Rs. 3000—5000) and/or Lecturer (Selection Grade)/Reader Rs. 3700—5000 will be entitled to the relaxation in the years of service by 3 years and 1 year respectively, if they had Ph.D. or M. Phil. degree.

Participation of teachers at regular intervals in appropriate continuing education programmes is envisaged as an integral part of the professional development of teachers. While there cannot and need not be any rigid requirement of participation in formal programmes, evidence of commitment to continuing education of any recognised means as may be specified by the UGC will be an essential requirement for career advancement. Relaxation from the requirement of participation in such programmes for specific period and for specific categories of posts, will be granted by the University in accordance with guidelines to be laid down by the UGC.

Regular and systematic appraisal of performance of teacher is to be an essential element in the management of education. Till it become operational, the existing screening mechanism/selection procedures or those prescribed on a provisional basis by the University/Central Government will apply to all placements/promotion referred to above.

**6. Probation :**

The period of probation of a teacher shall be 12 months. A Lecturer appointed on probation should be confirmed only after he/she has completed an appropriate short-term orientation programme and his/her performance appraisal reports are satisfactory.

**7. Confirmation :**

(a) It shall be the duty of the Registrar to place before the Board of Management the case of confirmation of a teacher on probation not later than forty days before the end of the prescribed period of probation.

(b) The Board of Management may then either confirm the teacher or decide not to confirm him/her or extend the period of probation for a period of six months/twelve months:

Provided that the total period of probation shall not exceed forty-eight months in all. In case the Board of Management decides not to confirm the teacher, whether before the end of the 12 months or before the end of the extended period of probation as the case may be, he/she shall be informed in writing to that effect, not later than thirty days before the expiry of that period. Provided that decision not to confirm a teacher shall require a two-thirds majority of the members of the Board of Management, present and voting.

(c) A teacher appointed by the Board of Management under Statutes 21 and 22 shall be deemed to be confirmed with effect from date he/she joins duty.

(d) Where a teacher appointed to a post under the University on probation is during his period of probation, found unsuitable for holding that post or has not completed the period of probation satisfactorily, the appointing authority may :

(i) In the case of teacher appointed by promotion revert him to the post held him immediately before such placement/promotion.

(ii) In the case of a teacher appointed by direct recruitment, terminate his services under the University by giving one month notice.

**8. Increment :**

Every teacher shall draw increment in his/her scale of pay unless it is withheld or postponed by a Resolution of the Board of Management on a reference by Vice-Chancellor and after the teacher has been given sufficient opportunity to make his/her written representation.

**9. Resignation :**

(a) A permanent teacher of the University may at any time, resign from his duty by giving three months notice in writing to the Board of Management.

(b) In the case of temporary teacher, the period of notice shall be one month.

Provided that the Board of Management may waive the requirement of notice period at its discretion.

**10. Superannuation and re-employment:**

The age of superannuation for teachers shall be 60 years and thereafter no extension in service shall be given.

Provided that if the Board of Management is satisfied as per the U.G.C. guidelines that such an appointment is in the interest of the University it may, on the recommendation

of the Vice-Chancellor, make ex-cadre appointment is respect of a teacher of the University in sound health who has attained the age of 60 years and is able to perform his/her duties satisfactorily, on such terms and conditions as the Board of Management may specify, for a period not exceeding three years in the first instance :

Provided further that no further contract or extension shall be granted to teacher who has attained the age of 65 years :

Provided further that the teacher re-employed by the University after attaining the age of 60 years shall not hold the appointment of Head of the Central/Department or Dean of School or any other administrative post such as Chief Proctor, provost etc.

**11. Fixation of pay of re-employed pensioners :**

The initial pay of pensioner including teachers drawing pension and retired on contributory Provident Fund, re-employed in the University shall be fixed at the minimum stage of the scale of pay prescribed for the post in which the individual is re-employed. In addition, he/she may be permitted to draw separately any pension sanctioned to him/her and to retain any other form of retirement benefit (C.P. Fund, gratuity, commuted value of pension etc.), provided that the total amount of initial pay plus the gross amount of pension and/or the pension equivalent of other forms of retirement benefits does not exceed.

(i) the pay he/she drew before his/her retirement (pre-retirement pay);

(ii) the amount prescribed as per Central Civil Services (Fixation of pay of Re-employed Pensioners) orders for the time being in force.

**Notes :**

1. In all cases where either of these limits is exceeded, the pension and other retirement benefits may be paid in full and the necessary adjustment made in the pay so as to ensure that the total of pay and pensionary benefits is within the prescribed limits.

Where after the pay is fixed at the minimum or any lighter stage, it is reduced below the minimum as a result of the said adjustments, increase in pay may be allowed after each year of service at the rate of increments admissible, as if the pay had been fixed at the minimum or the higher stage as the case may be.

2. Pay last drawn before retirement will be taken to be substantive pay plus special pay, if any, pay drawn in an officiating appointment may be taken into account if it was drawn continuously for at least one year before retirement.

In case where the minimum pay of the post in which the teacher is re-employed is more than the last pay drawn the teacher concerned may be allowed the minimum of the prescribed scale of the post less pension and pension equivalent of other retirement benefits.

Once the initial pay of a re-employed pensioner has been fixed in the manner indicated above, he/she may be allowed to draw normal increments in the time scale of the post to which he/she is appointed provided that the pay and gross pension/pension equivalent of other retirement benefits taken together does not at any time exceed the amount prescribed as per Central Civil Services (Fixation of Pay of Re-employed Pensioners) for the time being in force.

In case where the pay is proposed to be fixed at a stage higher than that admissible under the above provisions, each such case shall be referred to the Ministry of Human Resource Development, Govt. of India/University Grants Commission and approval obtained. No such reference, however, need be made in respect of academic staff member of the University whose pay is proposed to be fixed in accordance with the normal rules on their re-employment after retirement

3. In case of any doubt, ambiguity, the Central Civil Services (Fixation of Pay of Re-employed Pensioners) Order for the time being in force shall be applicable.

**12. Grievance redressal mechanism :**

Appropriate mechanism for the redressal of teachers grievances will be established in the University as per the guidelines issued by the U.G.C.

**13. General conditions of service :**

(i) No teacher of the University shall without the permission of the Board of Management engage directly or indirectly in any trade or business whatsoever or any private tuition or other work to which any emolument or honorarium is attached :

Provided that nothing contained herein shall apply to the work undertaken in connection with examination of Universities or learned bodies or Public Service Commissions or to any literary work or publication or radio talk or extension lectures or with the permission of the Vice-Chancellor, to any other academic work.

(ii) Every teacher of the University shall be bound by the statutes, ordinances and regulations for the time being in force in the University :

Provided that no change in the terms and conditions of service of a teacher 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 etc. so as to adversely effect him/her.

(iii) Every teacher shall take such part in the activities of the University and perform such duties in the University as may be required by

and in accordance with act, the statutes and ordinance framed thereunder for the time being in force whether the same relates to organisation of instruction or teaching, or research of the examination of students or their discipline or their welfare and generally to act under the direction of the authorities of the University.

**Explanation :**

For purposes of this ordinance 'teacher' means a whole-time salaried teacher of the University and does not linclude honorary, visiting or part-time teachers.

**14. Code of professional ethics :**

All teachers shall be governed by the code of professional ethics as formulated and prescribed by the U.G.C. under the guidelines from time to time.

**15. Leave :**

The various kind of leave admissible to a teacher of the University and other provisions relating thereto are given in Chapter XV of these Ordinances.

**16. Contract :**

The written contract between a teacher and the University required to be entered into as per clause (2) of Statute 25 of the University shall be in the form given in Appendix II or as nearly or substantially to like effect.

**17. Special contracts :**

Notwithstanding anything contained in these Ordinances the Board of Management may, in special cases, appoint teachers on contract basis on such terms and conditions as it may deem fit. The model of the contract, in this regard, is given in Appendix-III.

Provided that no appointment shall be made under this clause for a period exceeding five years at a time.

**WRITTEN CONTRACT**

Memorandum of agreement made this the.....Day of One thousand nine hundred and.....between.....(hereinafter called the "Teacher") of the first part and the Babasaheb Bhimrao Ambedkar University, Lucknow being a body corporate constituted under the Babasaheb Bhimrao ambedkar University Act 1994 No. 58 of 1994 (hereinafter 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.....take charge of the duties of his/her post and said.....hereby accepts the engagement and undertakes to take such part in the activities of the university and perform such duties in the university as may be required by and in accordance with the said Act, the statutes and ordinances framed thereunder, for the time being inforce, whether the same relate to organisation of instruction or teaching or research or the examination of students or their discipline or their welfare and generally to act under the directions of the authorities of the university.

2. (a) The teacher shall be on probation for a period of 12 months.

(b) If the university is satisfied with the performance of the teacher 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.

(c) If the university is not satisfied with the performance of the teacher his/her period of probation may be extended by another 12 months.

(d) In case the university decides not to confirm the teacher whether at the end of 12 months period of his/her probation or at the end of the extended period of probation as the case may be, the teacher 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.

3. That the said.....shall be a whole time teacher of the university and unless the contract is terminated by the Board of Management or by the teacher as hereinafter provided shall continue in the service of the university until he/she completes the age of sixty years.

4. That the university shall pay..... during the confirmation of his/her engagement hereunder as a remuneration for his/her service a salary of Rs.....per mensem, raising by annual increment of Rs.....to a maximum salary of Rs.....per mensem.

Provided that whatever there is any change in the nature of the appointment or the emoluments of the teacher, particulars of the change shall be recorded in the Schedule annexed herein, 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 the post.

Provided further that no increment shall be withheld or postponed save by the resolution of the Board of Management on a reference by the Vice Chancellor to it and after the teacher has been given sufficient opportunity to make his/her written representation.

5. That the said teacher agrees to be bound by the Statutes, Ordinances, Regulations and rules for the time being in force in the University, provided that no change in the terms and conditions of service of the teacher 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.

That the teacher 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 emolument or honorarium is attached but this prohibition shall not lapply to work undertaken in connection with service commissions or to any literary work or publication or radio talk of extension lectures or with the permission of the Vice Chancellor to any other academic work.

6. It is further agreed that this engagement shall not be liable to be determined 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 28 (reproduced beldow) :

(i) Where there is an allegation of misconduct against a teacher, a member of the academic staff or other employee of the university, the Vice Chancellor in the case of teacher or member of the academic staff, and the authority competent to appoint (hereinafter referred to as the appointing authority) in the case of other employee, may, by order in writing, place such teacher, member of the academic staff or other employee, as the case may be, under suspension and shall forthwith report to the Board of Management the circumstances in which the order was made.

Provided that the Board of Management may, if it is of the opinion that the circumstances of the case do not warrant the suspension of the teacher or the member of the academic staff, revoke such order.

(ii) Notwithstanding anything contained in the terms of the contract of appointment or 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 shall have the power to remove a teacher or a member of the academic staff, or else the case may be, other employee on grounds of misconduct.

(iii) Save as aforesaid the Board of Management or as the case may be, the appointing authority shall not be entitled to remove any teacher, member of the academic staff or either employee except for a good cause and after giving three months notice or on payment of three months salary in lieu thereof.

(iv) No teacher, member of the academic staff or other employee shall be removed under clause (ii) or clause (iii) unless he has given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him.

(v) The removal of a teacher member of the academic staff or other employee shall take effect from the date on which the order of removal is made.

Provided that where the teacher, member of the academic staff or other employee is under suspension at the time of his removal, such removal shall take effect from the date on which he was placed under suspension.

(vi) Notwithstanding anything contained in the foregoing provisions of this Statute, a teacher, member of the academic staff or other employee may resign.

(a) If he is a permanent employee, only after giving three months notice in writing to the Board of Management or the appointing authority, as the case may be, or by paying three months salary in the lieu thereof.

(b) If he is not a permanent employee, only after giving one month's notice in writing to the Board of Management or, as the case may be, the appointing authority or by paying one month, salary in lieu thereof.

Provided that such resignation shall take effect only on the date on which the resignation is accepted by the Board of Management or the appointing authority, as the case may be.

8. Any dispute arising out of this contract shall be in accordance with the provisions of Clause (2) of Section (31) (reproduced below) :

"Any dispute arising out of a contract between the University and any employee shall at the request of the employee be referred to a Tribunal of Arbitration consisting of one member appointed by the Board of Management, one member nominated by the employee concerned and an umpire appointed by the Visitor. The decision of the Tribunal in such matters shall be final. Every such request shall be deemed to be a submission to arbitration upon the terms of this section within the meaning of the Arbitration Act, 1940."

9. The teacher may at any time, terminate his/her engagement by giving the Board of Management three months notice in writing provided that the Board of Management may waive the requirement of notice at its discretion.

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

11. In witness where of the parties hereto affix their hands and seal.

Signature

Designation

In the presence of

1. Signature 2. Signature

Designation Designation

Signed and sealed on behalf of the University under the authority of the Board of Management by :

Signature

Designation

In the presence of

1. Signature 2. Signature

Designation Designation

**SCHEDULE**

NAME OF TEACHER IN FULL

ADDRESS

DESIGNATION

SALARY Rs in the grade of

**Note :** The changes in grade, salary or designation should be briefly described.

| Change of Designation of Signature or grade of officer of the University | Date of approval of Board of Management | Date from which change takes effect | Signature teacher |
|---|---|---|---|
| | | | |

APPENDIX-III

**Form of contract for short-term appointment of Teachers**

Memorandum of Agreement made this the.....day of..... One thousand nine hundred and..... between.....(hereinafter called the 'Teacher') of the first part and the Babasaheb Bhimrao Ambedkar University being a body corporate constituted under the Babasaheb Bhimrao Ambedkar University Act, 1994 (No. 58 of 1994) (hereinafter called the 'University') of the 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.....and the said.....hereby accepts the engagement and undertakes to take such part in the activities of the University and perform such duties in the University as may be required by and in accordance with the said Act, Statutes and Ordinances framed thereunder, for the time being in force, whether the same relate to organisation of instruction, or teaching, or research or the examination of students or their discipline or their welfare, and generally to act under the direction of the authorities of the University.

2. That the said.....shall be a whole time teacher of the University and unless the contract is terminated by the Board of Management or by the teacher before the expiry of the term of his appointment of which he is appointed or is terminated as hereinafter provided, shall continue in the service of the University for the period of his appointment as aforesaid.

3. That the University shall pay..... during the continuance of his/her service a salary of Rs. ..... to a maximum salary of Rs. ..... Per mensem.

   Provided that no increment shall be withheld or postponed save by a resolution of the Board of Management on a reference by the Vice-Chancellor to it and after the teacher has been given sufficient opportunity to make his/her written representation.

4. That the said teacher agrees to be bound by the Statutes, Ordinance, Regulations and Rules for the time being in force in the University, provided that no change in the terms and conditions of service of the teacher shall be made after his/her appointment in regard to designation, scale of pay increment and provident fund so as to adversely affect him/her.

5. That the teacher 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 emolument or honorarium is attached but this prohibition shall not apply to work undertaken in connection with the examination of Universities or learned bodies of Public Service Commissions, or to any literary work or publication or radio talk or extension lectures, or, with the permission of the Vice-Chancellor, to any other academic work.

6. It is further agreed that his engagement shall not be liable to be determined before the expiry of the aforesaid period of appointment by the University except on the grounds specified and in accordance with the procedure laid down in clauses (1), (2), (3), (4), (5) and (6) of Statute 28 (reproduced below) :

(i) Where there is an allegation of misconduct against a teacher, a member of the academic staff or other employee of the University, the Vice-Chancellor, in the case of the teacher or member of the academic staff, and the authority competent to appoint (hereinafter referred as the appointing authority) in the case of other employee, may, by order in writing, place such teacher, member of the academic staff or other employee, as the case may be, under suspension and shall forthwith report to the Board of Management the circumstances in which the order was made:

Provided that the Board of Management may, if it is of the opinion that the circumstances of the case do not warrant the suspension of the teacher or the member of the academic staff, revoke such order.

(ii) Notwithstanding anything contained in the terms of the contract of appointment or 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, shall have the power to remove a teacher or a member of the academic staff, or as the case may be, other employee on grounds of misconduct.

(iii) Save as aforesaid, the Board of Management or as the case may be, the appointing authority, shall not be entitled to remove any teacher, member of the academic staff or other employee except for a good cause and after giving three months' notice or on payment of three months' salary in lieu thereof.

(iv) No teacher, member of the academic staff or other employee shall be removed under clause (ii) of (iii) unless he has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him.

(v) The removal of a teacher, member of the academic staff or other employee shall take effect from the date on which the order of removal is made :

Provided that where the teacher, member of the academic staff or other employee is under suspension at the time of his removal, such removal shall take effect from the date on which he was placed under suspension

(vi) Notwithstanding anything contained in the forgoing provisions of this Statute, a teacher, member of the academic staff or other employee may resign :

(a) if he is a permanent employee, only after giving three months' notice in writing to the Board of Management or the appointing authority, as the case may be, or by paying three months' salary in leiu thereof;

(b) if he is not a permanent employee, only after giving one month's notice in writing to the Board of Management or, as the case may be, the appointing authority or by paying one month's salary in leiu thereof;

Provided that such resignation shall take effect only on the date on which the resignation is accepted by the Board of Management or the appointing authority, as the case may be.

7. Any dispute arising out of this contract shall be settled of in accordance with the provisions of clause (2) Section 31 (reproduced below) :

"Any dispute arising out of a contract between the University and any employee shall, at the request of the employee, be referred to a Tribunal of Arbitration consisting of one member appointed by the Board of Management, one member nominated by the employee concerned and an umpire appointed by the Visitor. Every such request shall be deemed to be a submission to arbitration upon the terms of this section within the meaning of the Arbitration Act, 1940."

8. The teacher may, at any time, terminate his/her engagement by giving the Board of Management three months' notice in writing, provided that the Board of Management may waive the requirement of notice at its discretion.

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

In witness whereof the parties hereto affix their hands and seal.

Signature

Designation

In the presence of

1. Signature
   Designation

2. Signature
   Designation

Signed and sealed on behalf of the University under the authority of the Board of Management by

Signature

Designation

In the presence of

1. Signature
   Designation

2. Signature
   Designation

## FIRST ACADEMIC ORDINANCES

### Installment IV

### CHAPTER-XV

### EXAMINATIONS

**[Section 5(II) read with Section No. 27(c)]**

1. Examinations of the University other than the doctorate examinations shall be open to regular students i.e. candidates who have undergone a regular course of study in the University or in a College or Institution admitted to the privileges of the University for a period specified for that course of study.

2. A candidate shall be deemed to have undergone a regular course of study for the period specified for that course if he/she has fulfilled the requirements as given below :

(a) All candidate must put in 75% of attendance for each semester/year as the case may be. The attendance should be reckoned in terms of number of working days only and not subject-wise.

(b) Principals of Colleges/Institutions and Heads of Departments of University are authorized to condone deficiency in attendance up to a maximum of 15% of the number of days for each semester/year, as the case may be, it being assumed that Colleges/Institution of the University will normally put in not less than 90/180 working days per semester/year, as the case may be.

(c) All candidates prior to their permission to appear at the examination should produce a certificate of attendance, clearance of dues from the Principal, Head of the College/Institution or Department as the case may be and also from the hostel/library/student welfare authorities.

3. The conditions regarding manner of applying, certificates to be sent alongwith the application, examination fees etc. shall be as may be prescribed from time to time.

4. Application for permission to appear at examination shall be submitted alongwith prescribed fees and certificates within the time limit may be prescribed. Candidate who falls to appear at an examination shall not be entitled to refund of the examination fee paid by him/her.

5. A candidate whose application fulfills all the requirements compliance of the rules, regulations and ordinance shall be given a number. Admission to the examination hall shall be only on the production the hall ticket bearing roll number.

6. Question papers of all examinations shall be set in English and candidate may answer in English or Hindi script.

Question papers of all languages shall be set and answered in respective languages.

Provided that candidates appearing at the examination in languages other than English/Hindi may be permitted to answer a part of the question paper in English and the rest in the language concerned.

Provided also that the Vice-Chancellor may permit the student to write any examination in any language mentioned in VIIIth Schedule of the Constitution of India in exceptional circumstances mentioned in writing.

7. All examination of the University shall be held at various Centres approved by the University.

8. The Schedule of various examination, probable dates of such examinations and publication of results thereof shall be as notified by the University.

## CHAPTER-XVI

## EXAMINERS

**[Section 27(g) read with Statute 18(3)(a)]**

1. Appointment of examiners shall be made by the Board of Management in accordance with the rules as may be framed by the Board of Management from time to time for selection an appointment of examiners.

2. The Board of Management may at any time cancel the appointment of any examiner on the recommendation of the Academic Council.

3. The Examiners appointed by the Board of Management will be of following categories;

(i) Examiner who will set the question paper for various examinations and/or examinee the answer books.

(ii) Examiners for the purpose of conducting the practical examination or viva-voce where necessary.

4. The duties of examiners shall be :—

(a) to evaluate answer books,

(b) to report upon the performance of examinee to the control examinations,

(c) such other work as may be assigned to them by the Board of Management.

5. Question paper-setters shall ordinarily be from outside the University. Examiners shall be appointed for one year and shall be eligible for re-appointment.

6. There shall be a Board of Moderators for moderating the question paper in each Deptt./Centre.

Each Board shall have (i) a Chairman who shall be the Head of Deptt./Centre and (ii) two senior most teachers (other than the Head) of the Deptt./Centre.

7. The following persons shall not ordinarily be eligible for appointment as a examiners.

(a) Persons with less than five years teacher experience in a University/College/Institution.

(b) Members of the Board of Management except for special reasons which shall be recorded in writing.

(c) Persons who have any of their relative appearing in the examination in question. A List of such relative shall be laid down by the Regualtions.

8. The remuneration and allowances payable of examiners and Moderators appointed under clauses 1 & 6 of this Chapter shall be as indicated in the Appendix IV and as modified by the Board of Management from time to time. Other scales of renumeration and allowances connected with examination work.

Shall be indicated in the Appendix V and as modified by the Board of management from time to time.

The total remuneration payable to any single person for all the examination work in an academic year shall not be more than Rs. 10,000.

All examiners shall carry out the instructions issued by the Board of management from time to time.

## CHAPTER-XVII

## EXAMINATION COMMITTEE

**[Section 27(g) read with Statute 5(7)(c)]**

1. There shall be an examination committee in the University.

2. The Committee shall consist of the following persons :

| | | |
|---|---|---|
| (i) | The Vice-Chancellor or his Nominee | Chairman |
| (ii) | The Pro-Vice Chancellor | Member |
| (iii) | Three Deans of Schools, to be appointed by the Vice-Chancellor | -do- (Ex-Officio) |
| (iv) | Registrar | -do- |
| (v) | The Dean; Students Welfare | -do- |
| (vi) | Three Principals of College/ Institutions to be nominated by the Vice-Chancellor | -do- |
| (vii) | Two person appointed by the Academic Council | -do- |
| (viii) | The controller of Examinations | (Member Secretary Ex-Officio) |

3. The nominated members and the members appointed by the Academic Council shall hold Office for a period of three years and shall be eligible for renomination/ re-appointment.

4. Four members shall form quorum for a meeting of the Committee.

5. The Committee shall consider the consolidated results forwarded by the various Board of Examiners, approved the same and arrange for the declaration of all examination results in the University.

6. The Committee shall have power to award grace marks in deserving cases according to the rules framed in this regard.

7. The Committee shall submit a report every year to the Academic Council on the working of the University Examination and make recommendations for effecting improvement.

8. The Committee shall also make rules regarding disciplinary action to be taken against candidate using unfair means in examinations or contravening in any manner the rules for the conduct of examination.

9. It shall perform such other duties and functions as may be assigned to it by the Academic Council :

Provided that the Examination Committee may be delegate any or all of its powers mentioned above to any Office of the University.

## CHAPTER-XVIII

## AWARD OF DEGREES, DIPLOMA's, CERTIFICATES AND OTHER DISTINCTIONS

**[Section 27(d) read with Statute29 & 30]**

1. Degrees, Diplomas, Certificates and other Academic Distinctions shall be conferred by the University on the students who have been duly certified to be qualified for such award by the Academic Council.

2. The Board of Management may, on the recommendation of the Academic Council and by the majority of not less than two-thirds of the members present and voting, make, proposals to the Visitor for the conferment of Honorary Degrees :

Provided that in case of emergency, the Board of Management may, on its own, make such proposals. The following Honorary Degrees conferred upon a person on the ground that he/she is by reason of eminent position and attainments or by virtue of his/her contribution to learning or eminent services to the cause of education or society, a fit and proper person to receive such Degree(s):

Doctor of Laws (L.L.D.)

Doctor of Letters

Doctor of Literature

Doctor of Science (D.Sc.)

3. Honorary degrees shall be conferred only at a Convocation and may be taken in person or in absentia.

## CHAPTER-XIX

## CONVOCATION FOR CONFERRING DEGREES

**(Statute 32)**

1. A convocation for the purpose of conferring degrees shall ordinarily be held once in a year on such date and place as may be fixed by the Vice-Chancellor with prior approval of the Chancellor.
2. A special convocation for the purpose of conferring honorary degrees may also be held at such time and place as may be decided by the board of management.
3. The convocation shall consist of the body corporate of the university.
4. The chancellor shall, if, present, preside at the convocation of the university for conferring degrees in the absence of the chancellor, the Vice-Chancellor shall preside at the convocation.
5. Not less than four weeks notice shall be given by the registrar of all meetings of the convocation.
6. The registrar shall, with the notice, issue to each member of the convocation, programme of the procedure to be observed thereat.

7. (i) The Candidates who have passed their examinations in the year which the convocation is held shall be eligible to be admitted to the Convocation :

Provided that this will not be applicable to the First Convocation at which candidates of all the preceding years shall also be admitted their respective degrees:

Provided also that in case the Convocation could not be held in a particular year, the Vice-Chancellor shall be competent to admit candidates to the respective degrees without waiting for formal convocation but on payment prescribed fees.

(ii) Such recipients of degree shall, however, sign the usual exhortation which they are required to do while convocation ceremony is normally held :

Provided also that in case the Convocation is not held in a particular year, the Vice-Chancellor shall be competent to authorise admission of all those eligible candidates who so wish to obtain their degrees through a Convocation to the next Convocation and confer on them the respective degrees on payment of the prescribed fees:

Provided further that those who wish to obtain their degree in absentia when convocation is held regularly, may also do so after payment of prescribed fees.

8. A candidate for the degree must submit to the Registrar his/her application on or before the date prescribed for the purpose, for admission to the degree at the convocation in person, alongwith the prescribed fees.
9. Such candidates as are unable to present themselves in person at a Convocation shall be admitted to the degree in absentia by the Chancellor or in his/her absence by the Vice-Chancellor and their Diploma shall be given by the Registrar on application and payment of the prescribed fees.
10. The fees for admission to the degree at the Convocation in person shall be as prescribed from time to time.
11. Honorary degree shall be conferred only at the Convocation and may be taken in person or in absentia.
12. The presentation of the persons at the convocation on whom honorary degrees are to be conferred shall be made by the Vice-Chancellor or his nominee.
13. Candidates at the Convocation shall wear gowns and hoods appropriate to their degrees as may be specified by executive orders. No candidate shall be

admitted to the Convocation who is not in proper academic costume as prescribed by the University.

14. For the award of degrees at the Convocation candidates present shall be formally presented to the Chancellor or in his/her absence to the Vice-Chancellor for admission to their respective degrees as follows :

The Deans of respective School will present candidates for the award of Doctor's, master's and Bachelor's degrees, in that order. The Principals of Colleges/Institutions, nominated for the purpose by the Vice-Chancellor will present the candidates, belonging to their Colleges/Institutions for the awards of Bachelor's degrees :

Provided that candidates belonging to different Schools, Colleges/Institutions shall be presented in the alphabetical order in which the names of such Schools, Colleges/Institutions may happen to occur.

The name of the recipients of medals and prizes shall be read by the Registrar or the person nominated by the Vice-Chancellor.

The Registrar or the person appointed for the purpose, will present the candidates for conferment of degrees in absentia.

Degree certificates shall be supplied to the candidate in a manner prescribed by the Vice-Chancellor after the Convocation is over.

15. The Chancellor, the Chief Reactor, the Chief Guest, the Vice-Chancellor, the Pro-Vice Chancellor, the Deans of Schools, the Directors, the Registrar, the Finance Officer, the Controller of the Examinations, the Heads of the Departments and the Members of the University authorities shall wear their special robes prescribed by the University and further procedure for the conduct of the Convocations shall be prescribed by the Executive orders.

## APPENDIX-IV

## SCALE OF REMUNERATION OF EXAMINATIONS

| | | |
|---|---|---|
| 1. | For examining D.Litt., LL.D or D.Sc. thesis (Payable to each examiner) | Rs. 1000 |
| 2. | For examining Ph.D. thesis (Payable to each examiner) | Rs. 500 |
| 3. | For conducting viva-voce examination of doctorate candidate (Payable to each examiner) | Rs. 400 |
| 4. | For examining M.Phil./L.L.M. Thesis. (Payable to examiner per candidate) | Rs. 300 |
| 5. | For conducting viva-voce of M.Phil candidate (Payable to each examiner per candidate) | Rs. 100 |

For M.Phil., M.Sc., Part I and II and other Master's degree and P.G. Diploma Examinations

| | | |
|---|---|---|
| 6. | For setting each question paper | Rs.500 |
| 7. | For examining each answer-book (with a minimum of Rs.150) | Rs.10 |
| 8. | For examining each dissertation or project report excluding M.Phil/LL.M. | Rs.100 |
| 9. | For practical examination per candidate (with a minimum of Rs. 150) | Rs.10 |
| 10. | For viva-voce examination per candidate (with a minimum of Rs.150) | Rs.10 |

## APPENDIX-V

## SCALE OF REMUNERATION AND OTHER ALLOWANCES FOR EXAMINATION PURPOSES

| Sl. No. | Category | Remuneration Recommended |
|---|---|---|
| 1 | 2 | 3 |
| 1. | Center Suprentendents | Rs.150 per session |
| 2. | Assistant Superintendent/ Invigilators | Rs. 100 per session |
| 3. | Members of Flying Squad/ Observers | Rs.250 per session |
| 4. | Clerical Assistant | Rs. 50 per 200 candidates Minimum: Rs. 50 Maximum:- Rs. 300 per day |
| 5. | Daftary/Helper | Rs. 30 per session |
| 6. | Waterman | Rs. 30 per session |
| 7. | General Arrangements (including preliminary arrangements calculated on the largest number of candidates and arrangements during the examination) who sat on any one session of the examination. | Rs. 50 per 100 candidates or part thereof |
| 8. | Charges for sewing cloth bags for despatch of answer books | Rs. 7 per bag. |
| 9. | Laboratory Assistant for Practicals | Rs. 50 per day |
| 10. | Safai Karmachari | Rs. 10 per session |
| 11. | Tabulation charges | Re. 1 per candidate subject to minimum of Rs.100 |

| 1 | 2 | 3 |
|---|---|---|
| 12. | Coding/Decoding of answer books | 25 paise per candidate subject to minimum of Rs.50 |
| 13. | Conveyance Allowance | Rs. 25 per session to Group A Officers and Rs. 10 per session to other employees on examination duty. |
| 14. | Chairperson, Board of Moderators/ Unfair Means Committee | Rs. 150 per meeting |
| 15. | Members, Board of Moderators/ Unfair Means Committee | Rs. 100 per meeting |

**FIRST**

**ACADEMIC ORDINANCES**

**Instalment-V**

**CHAPTER - XX**

**LEAVE ADMISSIBLE TO TEACHERS OF THE UNIVERSITY**

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**LEAVE ADMISSIBLE TO TEACHERS OF THE UNIVERSITY**

**(A) PERMANENT TEACHERS**

**1. KINDS OF LEAVE ADMISSBLE :**

The following kinds of Leave would be admissible to permanent teachers—

(i) Leave treated as duty—
- Casual Leave
- Special Leave
- Duty Leave

(ii) Leave earned by duty—
- Earned Leave
- Half pay Leave
- Commuted Leave

(iii) Leave not earned by duty—
- Extraordinary Leave
- Leave not due

(iv) Leave not debited to Leave account—

(a) Leave for academic pursuits
- Study Leave
- Sabbatical Leave/Academic Leave

(b) Leave on grounds of health—
- Maternity Leave
- Special disability Leave
- Quarantine Leave

The Board of Management may, in exceptional cases, grant, for the reasons to be recorded, any other kind of leave, subject to such terms and conditions as it may deem fit to impose.

2. **CASUAL LEAVE**

(i) Casual leave is not earned by duty. Total Casual leave granted to a teacher shall not exceed eight/ten days in an academic year.

(ii) Casual Leave cannot be combined with any other kind of leave except special casual leave. It may be combined with holidays including Sundays. Holidays or Sundays falling within the period of casual leave shall not be counted as casual leave.

3. **SPECIAL CASUAL LEAVE**

(i) Special casual leave not exceeding ten days in an academic year may be granted to a teacher:—

(a) to conduct examination of a University, Public Service Commission, Board of Examination or other similar bodies/ institutes;

(b) to inspect academic institutions attached to a Statutory Board etc.;

(c) to participate in a literary, scientific or educational conference, symposium or seminar or cultural or athletic activities conducted by Bodies recognised by the University Authorities;

(d) to do such other work as may be approved by the Vice-Chancellor as academic work.

Note - In computing the ten days leave admissible, the days of actual journey, if any, to and from the places where such conference/activity takes place will be excluded.

(ii) In addition, special casual leave to the extent mentioned below may, also be granted:—

(a) to undergo sterlization operation (Vasectomy or Salpinagectomy) under Family Planning Programme. Leave in this case will be restricted to six working days.

(b) to a female teacher who undergoes non-puerperal sterlization. Leave in this case will be restricted to fourteen days.

(iii) Special casual leave cannot be accumulated nor can it be combined with any other kind of leave except casual leave. It may be granted in combination with holidays.

4. **DUTY LEAVE**

(i) Duty leave not exceeding 14 days in a semester may be granted for:—

(a) attending conferences/congresses/ symposia/seminars and other activities of similar nature, on behalf of the University for where invitations are accepted with the prior approval of the University;

(b) delivering lectures in Institutions and Universities at the invitation of such Institutions or Universities received by this University and accepted by the Vice-Chancellor;

(c) working in another Indian or foreign University, any other agency, institution or organisation when so deputed by the University, or for performing any other duty for the University;

(d) working on a delegation or committee appointed by the Govt. of India, State Governments, UGC, Universities or any other academic or public body;

(e) teachers deputed abroad under cultural/ bilateral exchange programme in which it is conditioned that the teacher deputed will have to go on duty leave; and

(f) undertaking field works in India or abroad.

(ii) The leave may be granted on full pay. Provided that if the teachers receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he will be sanctioned duty leave on reduced pay and allowances as per University regulations in this regard.

(iii) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

5. **EARNED LEAVE**

(1) Earned leave admissible to a teacher shall be 12 days per calendar year.

(2) (a) The leave account of teachers shall be credited in advance with earned leave of 12 days on the first January every year.

(b) If a teacher has availed of leave other than Casual leave, Special Casual leave or duty leave or the period of his absence has been treated as during the previous year, the credit to be afforded to his leave account shall be reduced by 1/30th of the period of such leave or absence subject to maximum of 12 days.

(c) The credit of earned leave for the calendar year in which a teacher is appointed/ceases to be in service shall be allowed at the rate of one day for each completed calendar month of service which he had rendered or is likely to rendered in that year.

(d) The credit of earned leave for the calendar year in which a teacher is due to retire or resigns from service shall be allowed at the rate of one day for each completed calendar month up to the date of retirement or resignation.

(e) When a teacher is removed or dismissed from service or dies while in service, credit of earned leave shall be allowed at the rate of one day per completed calendar month up to the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service.

(3) A teacher shall also be entitled to earned leave at the rate of 1/3rd of period of vacation, if any, during which he is required to perform duty.

Provided that the teachers of the University shall be considered on duty upto a maximum of 30 days or less during the vacation wherever indicated for their having actively participated in the evaluation work of entrance examination during vacation.

(4) Earned leave at the credit of teacher shall not accumulate beyond 300 days. The maximum earned leave that may be sanctioned at a time shall not exceed 120 days. Earned leave exceeding 120 days may, however be sanctioned in the case of higher study or training or leave on medical certificate when the entire leave or a portion thereof is spent outside India.

Note—1. When a teacher prefixes and suffixes earned leave to vacation, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.

Note—2. In case where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not in the aggregate exceed 120 days.

**6. HALF PAY LEAVE**

(1) The half pay leave account of every permanent teacher shall be credited with half pay leave in advance, in two instalments of ten days each on the first days of January and July of every calendar year. Such leave may be granted on medical certificates, private affairs or for academic purposes.

(2) (i) The leave shall be credited to the said leave account at the rate of 5/3 days for each completed calendar month of service which he is likely to render in the half year of the calendar year in which the teacher is appointed.

(ii) The credit for the half year in which a teacher is due to retire or resigns from the service shall be allowed at the rate of 5/3 days per completed calendar month upto the date of retirement or resignation.

(iii) When a teacher is removed or is dismissed from service or dies while in service, credit of half pay leave shall be allowed at the rate of 5/3 days per completed calendar month upto the end of calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service.

**7. COMMUTED LEAVE**

Commuted leave not exceeding half the amount of half pay leave due may be granted on medical certificate to a permanent teacher subject to the following conditions :

(i) When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave.

(ii) No commuted leave shall be granted under this Ordinance unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on its expiry.

(iii) Where a teacher who has been granted commuted leave resigns from service or at his request is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered :

Provided that no such recovery shall be made if the retirement is by reason of ill health incapacitating the teacher for further service or in the event of his death.

(iv) Half pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service (without prodction of medical certificate) where such leave is utilised for an approved course of study certified to be in the University's interest by the leave sanctioning authority.

Note—Commuted leave may be granted at the request of the teacher even when earned leave is due to him.

**8. EXTRAORDINARY LEAVE**

(i) A permanent teacher may be granted extraordinary leave—

(a) When no other leave is admissible; or

(b) When other leave is admissible, the teacher applies in writing for the grant of extraordinary leave.

Provided, however, that save under provisions of sub-clauses (ii) to (iv) below, no extraordinary leave shall be granted to a teacher for holding an appointment or a fellowship outside the university.

(ii) The Board of Management may grant on the request from the institution concerned and on application of the teacher extra ordinary leave to hold an appointment or a fellowship under a Govt., a University, a Research Institute or other similar important institution, if in the opinion of the Board of Management, such leave does not prejudice the interest of the University. This leave can be allowed only to a teacher who has been confirmed in the post held by him and has served the University for a period of at least two years provided that the Board of Management may grant exemption for the requirement of two years service in very exceptional cases. Provided

futher that such leave shall not be granted until after the expiry of five years after return from a previous spell of extraordinary leave sanctioned under this sub-clause and sub-clause (iii) below. Provided further that the applicability of five years gap may not be applied in the case of faculty members who proceed on EOL upto one month and further that in case a faculty member proceeds on EOL for more than one month and less than one year he will not be eligible for grant of EOL for a period of three years and those who proceed on EOL for a period of one year or more the existing provision that he will not be eligible for grant of EOL for 5 years will apply.

The application for such leave shall be sent through the Dean of the School concerned and the later shall give his recommendations taking into account the strength of teaching staff of the particular Centre/Department. Except in special cases, at no time more than 20% of the strength of teachers of a Centre/Department shall be allowed to be absent from the Centre on extraordinary leave study leave and/or sabbatical leave. Provided further that if there are four or less than four teachers in a Centre/Department, except in special cases, at no time more than one teacher of a Centre/Department shall be allowed to be absent from the Centre/Department on extraordinary leave.

In case of his failure to return to duty immediately at the end of the period of leave sanctioned to him the services of a teacher shall be liable to be terminated from the date of commencement of the period of leave granted to him. He shall also refund to the University pay and allowance, if any received by him during the leave (including other kinds of leave taken in continuation) sanctioned to him for the purpose.

(iii) The Board of Management may also grant, at its discretion, extraordinary leave to a permanent teacher who has been selected for a teaching or research assignment in a University, a Research Institute or other similar important Institution provided he has served the university for a period of a period of at least two years and the application had been sent through and forwarded by the University. The leave in such cases shall not exceed a maximum period of two years. Notwithstanding any other leave which may be due to a teacher the entire period for which the teacher holds the appointment outside the University shall be without pay. The period so spent shall count for seniorty. The period shall not count for pensionary/contributory provident fund benefits unless are paid by the teacher or the foreign employer.

If the teacher does not resume his duties in the University at the end of the period of extraordinary leave granted to him, he shall be treated as having resigned the post held by him in the University.

(iv) Subject to the provisions of sub-clause (vii) below, the total amount of extraordinary leave granted to a teacher under sub-clauses (ii) and (iii) above shall not exceed five years during his entire service.

Provided that the teachers of the University who are given career award will be eligible for grant of extraordinary leave for the periopd of award in addition to the above provisions on the condition that they stay on in the University during the period of this award.

(v) Extraordinary leave shall always be without pay. Payment of allowances during the period of extraordinary leave shall be governed by the relevant rules.

(vi) Extraordinary leave shall not count for increment except in the following cases :

(a) Leave taken on medical certificate.

(b) Cases where the Vice-Chancellor is satisfied that the leave was due to causes beyond the control of the teacher, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the teacher has no other kind of leave to his credit.

(c) Leave taken for prosecution of studies.

(d) Leave granted to accept an invitation to a teaching post or fellowship or research curm-teaching post or an assignment for technical or academic work of importance.

(vii) Extra-ordinary leave may be combined with any other leave except casual leave and special casual leave provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjuction with leave) shall not exceed three years except in cases where leave is taken on medical certificate. The total period of continuous absence from duty shall in no case exceed five years in all.

(viii) The authority empowered to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.

**9. LEAVE NOT DUE**

(i) Leave not due may, at the discretion of the Vice-chancellor be granted to a permanent teacher for a period not exceeding 360 days during the entire service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. Such leave shall be debited against the half pay leave earned by him subsequently.

(ii) Leave not due shall not be granted unless the Vice-Chancellor is satisfied that as far as can reasonably be foreseen, the teacher will return to duty on the expiry of the leave and earn the leave granted.

(iii) A teacher to whom 'Leave not due' is granted shall not be permitted to tender his resignation from service

so long as the debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill health incapacitating the teacher for further service, refund of leave salary for the period of leave to be earned may be waived by the Board of Management.

Provided further the Board of Management may, in any other exceptional case, waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.

**10. STUDY LEAVE**

(i) (a) Study leave may be granted to a permanent whole-time Professor/Reader with not less than three years continuous service to pursue a special line of study or research or to make a special study of the various aspects of University/Organisation and methods of education, if the university is likely to benefit by the course of study or programme of research which the applicant wishes to undertake.

(b) Study leave may be granted to a permanent whole-time Lecture with not less than two years continuous service, to pursue a special line of study of research directly related to his work in the University/Organisation and methods of education giving full plan of work.

**Explanation :**

In computing the length of service, the time during which a person was on probation or engaged as a research assistant may be reckoned provided.

(a) the person is a teacher on the date of the application; and

(b) there is not break in service.

(ii) Study leave shall be granted on the recommendation of the Committee for Advanced Studies and Research. The leave shall not be granted for more than two years save in very exceptional cases in which the Board of Management is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University. The period of study leave shall in no case exceed three years.

(iii) Study leave shall not be granted to a teacher who is due retire within three years of the date on which he is expected to return to duty after the expiry of study leave.

(iv) Study leave may be granted more than once provided that not less than five years have elapsed after the teacher returned to duty on completion of earlier spell of study leave, the teacher shall indicate the work done during the period of earlier leave as also give details of work to be done during the proposed spell of study leave.

(v) No teacher who has been granted study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Board of Management. When the course of study falls short of the study leave sanctioned, the teacher shall resume duty on the conclusion of the course of study unless the previous approval of the Board of Management to treat the period of shortfall as ordinary leave has been obtained.

(vi) (a) Subject to the provisions of sub-clause (vii) and (viii) below, study leave may be granted on full pay for the first year and half pay for the second year and no pay shall be admissible thereafter to Professors and Readers. The Lecturers granted study leave would be entitled to continue to draw their total emoluments for the duration of the study leave as are applicable to teacher granted fellowships under the Faculty improvement programme of the UGC except the living expenses allowance depending on U.G.C. norms.

Note : The term 'pay' refer to average pay and shall be calculated as mentioned in the relevant ordinance.

(b) The teacher shall not ordinarily be intitled to house rent allowance or city compensatory allowance during the period of study leave. Provided that the Vice-Chancellor may in view of the special circumstances of a case, sanction the payment of such allowances in the part or in full.

(vii) The amount of scholarship, fellowship or other financial assistance that a teacher granted study leave has been awarded will not preclude his being granted study leave with pay and allowances but the scholarship etc., so received shall be taken into account in determining the pay and allowances on which the study leave may be granted.

(viii) If a teacher, who is granted study leave is permitted to receive and retain any remuneration in respect of part-time employment during the period of study leave, he shall ordinarly not be granted any study, Leave Salary, but in cases, where the amount of remuneration received in respect of part-time employment is not considered adequate, the Board of Management may determine the study leave salary payable in each case.

Note : It shall be the duty of the teacher granted study leave to communicate immediately to the University about financial assistance in any from received by him during the course of study leave from any person or institution whatsoever.

(ix) Subject to the maximum period of absence from duty on leave not exceeding three years, study leave may be combined with earned leave, half pay leave, extraordinary leave or vacation provided that the earn leave at the credit of the teacher shall be availed of at the commencement of the study leave. When study leave is taken in continuation of a vacation, the period of study leave shall be deemed to begin to run on the expiry of the vacation.

(x) The teachers granted study leave will be also be sanctioned necessary increment(s) as and when due. However, the amount of emoluments payable to the teachers on study leave shall be reduced subject to the provisions of sub-clauses (vii) and (viii) above.

(xi) Study leave shall count as service for pension/ contributory provident fund provided the teacher rejoins the University on the expiry of his study leave and serves for the period for which bond has been executed.

(xii) Study leave granted to a teacher shall be deemed to be cancelled, in case it is not availed of within 12 months of its sanction. Provided that where study leave granted has been so cancelled the teacher may apply again for such leave.

(xiii) A teacher availing of study leave shall undertake that he shall serve the University continuously for double the period of study leave or for a period of three years whichever is less, to be calculated from the date of resuming duty after expiry of the study leave.

(xiv) A teacher .—

(a) who is unable to complete his studies within the period of study leave granted to him or

(b) who fails to rejoin the service of the University on the expiry of his study leave, or

(c) who rejoins the University but leaves the service without completing the prescribed period of service after rejoining the service, or

(d) who within the said period is dismissed or removed from service by the University.

shall be liable to refund to the University the amount of leave salary and allowances and other expenses, incurred on the teacher or paid to him or on his behalf in connection with the course of study.

Provided that if a teacher has served the University for a period of not less than half the period of service under the Bond on return from study leave, he shall refund to the University half of the amount calculated as above. In case the teacher has been granted study leave without pay and allowance, he shall be liable to pay the University an amount equivalent to his four month pay and allowances last drawn as well as other expenses incurred by the University during the course of study.

**Explanation :**

If a teacher asks for extension of study leave and is not granted the extension but does not rejoin on the expiry of the leave originally sanctioned, he will be deemed to have failed to rejoin the service on the expiry of his leave for the purpose of recovery of the dues under this ordinance.

(a) Notwithstanding the above, the Board of Management may order that nothing in this Ordinance shall apply to a teacher who within the prescribed period of service under the bond is permitted to retire from service on medical grounds. Provided further that the Board of Management may, in any other exceptional case, waive or reduce for reasons to be recorded, the amount refundable by a teacher under this Ordinance.

(xv) After the leave has been sanctioned the teacher shall, before availing of the leave, execute a bond in favour of the University binding himself for the fulfilment of the conditions laid down in sub-clauses (xiii) and (xiv) above and give security of immovable property to the satisfaction of the Finance Officer or a Fidelity Bond of an insurance Company, or a Guarantee by a Scheduled Bank or furnish security of two permanent teachers for the amount which might become refundable to the University in accordance with sub clauses above.

(xvi) The teacher shall submit to the Registrar six monthly reports of progress in his studies from his supervisor or the Head of the Institution. This report shall reach the Registrar within one month of the expiry of every six months of the study leave. If the report does not reach the Registrar with in the time specified, the payment of leave salary may be deferred till the receipt of such report.

**11. SABBATICAL LEAVE**

(i) Permanent whole-time teachers of the University who have completed three years of service in case of Professor, five years of service in case of Reader, ten years of service in case of Lecturer may be granted sabbatical leave to undertake study or research or other academic pursuits solely for the object of increasing their proficiency and usefulness to the University. This leave shall not be granted to a teacher who has less than one year of service in the University to retire.

(ii) A teacher shall, during the period of sabbatical leave be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable for leave.

The University shall not, however, fill up his post or make other alternative arrangements involving additional expenditure.

(iii) A teacher on sabbatical leave shall not take up during the period of this leave, any regular appointment under another organisation in India or abroad. He may, however, be allowed to accept a fellowship or research scholarship or ad-hoc teaching and research assignment with honorarium or any other from of assistance, other than a regular employment in an institution of advanced studies, provided that in such cases the Board of Management may, if it so desires, sanction sabbatical leave on reduced pay and allowances.

(iv) During the period of sabbatical leave the teacher shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purpose of pension/contributory provident fund provided the teacher rejoins the University on the expiry of his leave. Sabbatical Leave will be allowed only twice during the entire service period. No Sabbatical leave will be allowed within six years of availing of first sabbatical leave.

Note :

1. The programme to be followed during sabbatical leave shall be submitted to the University for approval along with the application for grant of leave.

2. On return from leave the teacher shall report to the University the nature of studies, research or other work undertaken during the period of leave.

**12. MATERNITY LEAVE**

(i) Maternity leave on full pay may be granted to a woman teacher with less than two surviving children for a period of 135 days from the date of commencement of leave.

(ii) Maternity leave may also be granted in case of miscarriage, including abortion, induced under Medical Termination of Pregancy Act, 1971, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by a medical certificate.

(iii) Maternity leave may be combined with earned leave, half pay leave or extraordinary leave but any leave applied for in continuation of maternity leave may be granted if the request is supported by a medical certificate.

(iv) Notwithstanding the provision contained in clause 12 (iii) any leave (including commuted leave for a period not exceeding sixty days, applied for in continuation of maternity leave) may be granted without production of medical certificate.

(v) Leave in further continuation of the leave granted under clause 12 (iv) may be granted on production of a medical certificate for the illness of the female University teacher. Such leave may also be granted in case of illness of a newly born baby, subject to production of medical certificate to the effect that the condition of the ailing baby warrants mother's personal attention and that her presence by the baby's side is absolutely necessary.

(vi) Paternity leave for a period of 15 days during the confinement of his wife may be granted to a male teacher with less than two surviving children. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity leave shall not be debited against the leave account and may be combined with any other kind of leave (as in case of maternity leave). It may not be normally be refused under any circumstances.

**13. SPECIAL DISABILITY LEAVE**

(A) SPECIAL DISABILITY LEAVE FOR INJURY INTENTIONALLY INFLICTED

(i) Special disability leave may be granted to a teacher who is disabled by injury intentionally inflicted or caused in, or in consequence of the due performance of his official duties or in consequence of his official position.

(ii) Such leave shall not be granted unless the disability manifested in itself within three months of the occurrence to which it is attributed and the person disabled acted with due promptitude in bringing it to notice.

Provided that the authority competent to grant leave may, if it is satisfied as to the cause of the disability, permit leave to be granted in cases where the disability manifested itself more than three months after the occurrence of its cause.

(iii) The period of leave granted shall be such as is certified by an authorised Medical attendant and shall in no case exceed 24 months.

(iv) Special disability leave may be combined withleave of any other kind.

(v) Special disability leave may be granted more than once if the disability is aggravated or re-manifests in similar circumstances at a later date but not more 24 months of such leave shall be granted in consequence of any one disability.

(vi) Special disability leave shall be counted as duty in calculating service for pension and shall not, except the leave granted under the provision to clause (b) of sub-clause (vii) of this Ordinance be debited against the leave account.

(vii) Leave salary during such leave shall.

(a) for the first 120 days of any period of such leave including a period of such leave granted under sub-clause(v) above the equal to leave salary while on earned leave; and

(b) for the remaining period of any such leave, be equal to leave salary during half pay leave.

Provided that a member of the staff, may at his option, be allowed leave salary as in sub clause (a) above for period not exceeding another 120 days, and in that event the period of such leave shall be debited to his half pay leave account.

B. SPECIAL DISABILITY LEAVE FOR ACCIDENTAL INJURY

(viii) The provisions in part (A) of this Clause shall apply also to a teacher who is disabled by injury accidentally incurred in, or in consequence of the due performance of his official duties or in consequence of his official position, or by illness incurred in the performance of any particular duty which has the effect of increasing his liability to illness or injury beyond the ordinary risk attaching to the post which he holds.

(ix) The grant of special disability leave in such cases shall be subject to the further conditions:—

(a) that the disability, if due to disease, must be certified by an authorised medical attendant to be directly due to the performance of the particular duty;

(b) that, if the teacher has contracted such disability during service, it must be, in the opinion of the authority competent to sanction leave, exceptional in character;

(c) that the period of absence recommended by an authorised medical attendant may be covered in part by leave under the clause and

in part by any other kind of leave, and that the amount of special disability leave granted on leave salary equal to that admissible on earned leave shall not exceed 120 days.

14. QUARANTINE LEAVE

(i) Quarantine leave is leave of absence from duty necessitated in consequence of the presence of an infectious disease in the family or household of a teacher.

(ii) Quarantine leave may be granted on medical certificate for a period not exceeding 21 days. In exceptional cases this limit may be raised to thirty days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. Quarantine leave may be combined with earned leave, half pay leave or extraordinary leave. A teacher on quarantine leave is not treated as absent from duty and his pay is not affected.

15. VACATION

(i) Vacation may be taken in combination with any kind of leave except casual and special casual leave provided that vacation shall not be both prefixed and suffixed to leave.

(ii) Except in special circumstances vacation and earned leave taken together shall not extend beyond one semester.

(iii) When a vacation falls between two periods of leave so as to result in a continuous period of absence from duty during the entire period, such vacation shall be treated as part of the leave.

(iv) For the vacantion period, a teacher shall be entitled to the same pay as when on duty. A teacher will, however, be entitled only to half of such pay if he has given notice of resignation and the period of such notice expires during vacation or within one month from the last pay thereof.

16. TEACHERS APPOINTED ON PROBATION

A teacher appointed as a probationer against a substantive vacancy and with definite terms of probation shall during the period, of probation be granted leave which would be admissible to him if he held his post substantively otherwise than on probation. If for any reason it is proposed to terminate the services of probationer, any leave granted to him should not extend beyond the date on which his services are terminated by the orders of the Board of Management. On the other hand, a teacher appointed "on probation" to a post not substantively vacant to assess this suitability to the post, shall until he is substantively confirmed, be treated as a temporary teacher for purposes of grant of leave. If a person in the permanent service of the University is appointed "on probation" to a higher post he shall not during probation, be deprived of the benefit of leave rules applicable to his permanent post.

17. TEACHER RE-EMPLOYED AFTER RETIREMENT

In the case of a teacher re-employed after retirement the provisions of these ordinance shall apply as if he had entered service for the first time on the date of his re-employment. Re-employed pensioners who are treated as new entrants in the matter of leave may also be granted terminal leave under sub-clause 12 of the clause 21 below. Subject to the condition that they will not be entitled to draw their pension during the terminal leave if the pension was held in abeyance during the period of re-employment.

18. TEMPORARY TEACHERS

Temporary teachers shall be governed by the provisions of part (A) of this ordinance subject to the following conditions and exceptions :

(1) Earned Leave

(a) A temporary teacher shall be entitled to earned leve like a permanent teacher as follows :

(i) 1/30th of the period actual service including vacation plus.

(ii) 1/3rd of the period, if any, during which he is required to perform duty during vacantion.

(2) Half pay leave—

No half pay leave may be granted to a temporary teacher unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on the expiry of such leave.

(3) Commuted leave—

Temporary teachers shall not be entitled to commute any protion of the half pay leave.

(4) Extraordinary leave—

In the case of a temporary teacher the duration of extraordinary leave on any occasion shall not exceed the following limits—

(a) Three months at a time;

(b) Six months in cases where the teacher has completed three years continuous service and the leave application is supported by a medical certificate;

(c) Eighteen months where the teacher is undergoing treatment in a recognised hospital for tuberculosis, cancer or leprosy;

(d) (i) 24 months in cases where the leave is required for prosecuting studies, certified to be in the University interest, provided that the teacher has completed three years continuous service on the date of commencement of extraordinary leave. in case, where this condition is not satisfied, extraordinary leave to this extent may be sanctioned in continuation of any other kind of leave due and applied for (including three months extraordinary leave under (a) above, if the teacher completes three years continuous service on the date of expiry or such leave).

(ii) When a temproary teacher fails to resume duty on the expiry of the maximum period of extraordinary leave granted to him or where a

teacher who is granted a lesser amount of leave remains absent from duty for any period which together with the extraordinary leave granted exceeds the limit up to which he could have been granted such leave as under (i) above, he shall unless the Board of Management, in view of the exceptional circumstances of the case otherwise determines, be deemed to have resigned his appointment and shall accordingly cease to be the University employee.

(5) Leave not due, study leave and sabbatical leave—

Temporary teachers shall not be entitled for the grant of leave not due, study leave and sabbatical Leave.

(6) Vacation—

(i) A teacher who is appointed as a temporary measure shall be entitled to pay for the following summer vacation only if he joins duty within two months of the beginning of the academic year and has worked continuously and satisfactorily from the date of joining up to the last working day of the session.

(ii) In other cases, the vacation salary may be paid to the teacher, if the temporary appointment continued for a part of whole of the next academic year and the teacher joins on the opening day and has also served on the last working day before the vacation.

(E) TEACHER APPOINTED ON CONTRACT BASIS

Teacher appointed on contract basis shall be entitled to leave as under :

19. (i) Earned leave/Half pay leave/Casual Leave as admissible to whole time temporary teachers of the University.

(ii) (a) In the case of contract appointments for one year or less, no Extra-ordinary leave;

(b) In the case of contract appointments for more than one year but not more than 5 years, extraordinary leave as admissible to temporary teachers subject to the condition that the total period of extraordinary leave during the entire contract period shall not exceed 90 days.

(c) Where the contract appointment, is for an indefinite period or is for more than 5 years, extraordinary leave as admissible to whole time temporary teachers.

20. (F) HONORARY AND PART TIME TEACHERS

Honorary and part-time teachers of the University shall be entitled to leave on the same terms as are applicable to whole time temporary teachers in the University.

21. (G) GENERAL

**General Conditions:**

(1) Leave how earned:

Leave is earned by duty only. The period spent in foreign service counts as duty.

If contribution towards leave salary is paid for such period.

(2) Right to leave:

(a) Leave cannot be claimed as a matter of right. Leave of any kind may be refused or revoked by the competent authority empowered to grant it without assigning any reason, if the authority considers such action to be in the interest of the University.

(b) No leave shall be granted to a teacher when a competent authority has decided to dismiss, remove or compulsorily retire from service nor shall any leave be granted to a teacher when he is under suspension.

(3) Maximum period of absence from duty on leave:

(a) No teacher shall be granted leave of any kind for a continuous period exceeding five years.

(b) Where a teacher does not resume duty after remaining on leave for a continuous period of five years or where a teacher after the expiry of his leave remains absent from duty, otherwise that on foreign assignment or on account of suspension, for any period which together with the period of leave granted to him exceeds five years, he shall, unless the Board of Management in view of the exceptional circumstances of the case otherwise determines, be removed from service after following the prescribed procedure.

(4) Application for leave:

Leave should always be applied for in advance and the sanction of the competent authority be with possible reasons obtained before it is availed of except in cases of emergency and for satisfactory reasons.

**Note**:—Faculty member should not leave station without informing to competent authority/or till the leave is sanctioned by the authority.

(5) Commencement and termination of leave:

(a) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day the teacher resumes his duty.

(b) Sundays and other recognised holidays may be prefixed and or suffixed to leave with the permission of the authority competent to sanction. The vacation may be combined with leave subject to the provisions of ordinance 5, 8 and 14.

(6) Rejoining of duty before the expiry of the leave:

(a) A teacher on leave may return to duty before the expiry of the period of leave granted to him if he is permitted to do so by the authority which sanctioned him the leave.

(b) Notwithstanding anything contained in (a) above, a teacher on leave preparatory to retirement shall be precluded from withdrawing his request for permission to retire and from returning to duty, save with the consent of the Board of Management.

(7) Leave on medical grounds to be supported by medical certificates.

A teacher who applies for leave on medical grounds shall support his application with a medical certificate from an Authorised Medical Officer of the University or where no Such Medical officer has been appointed, from a Registered Medical Practitioner. The authority competent to sanction leave may, however, required the applicant to appear before a Medical Board. Leave or extension of leave on medical certificate shall not be granted beyond the date on which a teacher is pronounced by a Medical Officer or Board to be permanently incapacitated for further service.

(8) Rejoining duty on return from leave on medical grounds :

No teacher who has been granted leave (other than casual leave) on medical grounds shall be allowed to return to duty without producing a medical certificate of fitness.

(9) Employment during leave;

A teacher on leave 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 emolument or honorarium is attached but this prohibition shall not apply to work undertaken in connection with the examination of a University, Public Service Commission, Board of Education or similar Bodies. Institutions or any literary work or publication or radio or extension lectures or with the permission of the Vice-Chancellor, to any other academic work.

The leave salary of a teacher who is permitted, to take any employment during leave shall be subject to such restrictions as the Board of Management may prescribe.

(10) Absence without leave or overstay of leave;

A teacher who abstains himself without leave or remains absent without leave after the expiry of the leave granted to him, shall be entitled to no leave allowance or salary for the period of such absence, such period shall be debited against his leave account as leave without pay unless his leave is extended by the authority empowered to grant the leave.

Wilful absence from duty may be treated as misconduct.

(11) Leave beyond the date of retirement;

(a) No leave shall be granted beyond the date on which a teacher must compulsorily retire. Provided that if, insufficient time before the date of retirement on superannuation. A teacher has been in the interest of the university, denied in whole or in part any leave which was due to him and applied for as preparatory to retirement then he may be granted after the date of superannuation subject to a maximum of 120 days. This limit may be extened upto 180 days if the entire leave or any portion there of is spent outside India. Provided that when earned leave exceeding 120 days is granted under this Ordinance, the period of such leave spent in India shall not in the aggregate exceed 120 days. The leave so granted including the leave granted to him between the date from which the leave preparatory to retirement was to commence and the date of retirement, shall not exceed the amount of leave preparatory to retirement actually denied, the half pay leave, if any, applied for as preparatory to retirement and denied in the exigencies of the University service may be exchanged with earned leave to the extent such leave was earned between the date from which the leave preparatory to retirement was to commence and the date of retirement.

(b) Provided further that a teacher :

(i) who after having been under suspension is reinstated within 120 or 180 days, as the case may be, preceding the date of his retirement on superannuation and was prevented by reason of having been under suspension from applying for leave preparatory to retirement, shall be allowed to avail of such leave as he was prevented from applying, subject to a maximum of 120 or 180 days as the case may be, reduced by the period between the date of reinstatement and the date of retirement.

(ii) Who attained the age of superannuation while under suspension and was thus prevented from applying for leave preparatory to retirement, shall be allowed to avail of the leave to his credit, subject to a maximum of 120 days or 180 days, as the case may be, after termination of proceeding as if it had been refused as aforesaid, if in the opinion of the authority competent to order reinstatement, he has been fully exonerated and the suspension was wholly unjustified.

Provided further that a teacher whose service has been extended in the interest of the University beyond the date of his superannuation may be granted leave as under :

During the period of extension any leave due in

respect of the period of such extension and to the extent necessary, earned leave which would have been granted to him under sub-clause (a) above, had he retired on the date of superannuation.

**Explanation :**

In determining the quantum of earned leave that could accumulate during the period of extension, the leave, if any, admissible under sub-clause (a) shall also be taken into account.

(i) After the expiry of the period of extension :

(a) the earned leave which could have been granted to him under sub-clause (a) above had he retired on the date of superannuation, diminished by the amount of such leave as was availed of during the period of extension; and

(b) Earned leave earned during the period of extension and formally applied for as leave preparatory to retirement in sufficient time before the date of final cessation of his duties and refused in the interest of the University.

**Note**—A teacher who avails himself of the refused leave in full or in part immediately after the date of his superannuation or the expiry of extension of service will be deemed for purposes other than pensionary contributory provident fund benefits and lien, to be in service till the expiry of the refused leave. He will retire and become eligible for all pensionary benefits as due to him on the date of superannuation (or on such other later date if any extension of service is granted) from the date of expiry of such leave only.

12. Conversion of one kind of leave to another:

(a) At the request of the teacher concerned, the University may convert retrospectively any kind of leave including extraordinary leave into a leave of different kind which was admissible to him at the time the leave was originally taken, but he cannot claim such conversion as a matter of right.

(b) If one kind of leave is converted into another, the amount of leave salary and the allowances as admissible shall be recalculated and arrears of leave salary and allowances paid withdrawn recovered as the case may be.

13. Increment during leave :

If increment of pay falls during any leave other than casual leave, special casual leave, duty leave, study leave or sabbatical leave, the effect of increase of pay will be given from the date of the teacher resumes duty without prejudice to the normal date of his increment, except in those cases where the leave does not count for increment.

14. Leave Year :

For the purpose of these Ordinances, unless otherwise specified the term 'year' shall mean an academic year running from the commencement of the academic session to the end of the academic session.

22. AUTHORITIES EMPOWERED TO SANCTION LEAVE.

The authorities specified in column (2) of the table below, are empowered to sanction leave to the extent shown in column (3) thereof. Cases for sanction of leave in excess of these limits or of leave not mentioned below shall be submitted to the Board of Management. Before sanctioning the leave, the sanctioning authority shall ensure that leave asked for is admissible and is at the credit of the teacher concerned.

| Kind of leave of | Sanctioning Authority | Extent of Power |
|---|---|---|
| (i) Casual/special causal Leave to | | |
| (a) Deans of Schools | Vice-Chancellor | Full |
| (b) Head of the | Deans of School Deptts./Centre | Full |
| (c) Other teachers | Head of the Centres/Deptt. | Full |
| (ii) Duty leave to— | | |
| Deans of Schools | Vice-Chancellor | Full |
| Other teachers | Dean | Upto 10 days |
| | Vice-Chancellor | Beyond 10 days |
| (iii) Earned Leave, Half pay Leave/Commuted Leave and Maternity leave to— | | |
| (a) Deans of Schools | Vice-Chancellor | Full |
| (b) Heads of Centres/Deptts. | Deans of Schools | Upto 90 Days |
| | Vice-Chancellor | Beyond 90 days |
| (c) Other teachers | Dean of School | Full |
| (iv) Extra-ordinary leave— | | |
| (a) Deans of Schools | Vice-Chancellor | Upto 90 days |
| | Board of Management | Full |
| (b) Other teachers | Deans of Schools | upto 30 days |
| | Vice Chancellor | upto 90 days |
| | Board of Management | Full. |

23. LEAVE SALARYS

(1) A teacher granted casual leave or special casual leave is not treated as absent from duty and his pay is not intermitted. During duty leave, study leave and sabbatical leave, a teacher will draw.

(2) A teacher on earned leave is entitled to leave salary equivalent to the pay drawn immediately before proceeding on leave.

(3) A teacher on commuted leave is entitled to leave salary equal to the amount admissible under sub-clause 23(2).

(4) A teacher on half pay leave or leave not due is entitled to leave salary equal to half the amount specified in sub-clause 23 (2).

(5) A teacher on extraordinary leave shall not be entitled to any leave salary.

(6) A teacher on special Disability leave is entitled to leave salary.

(7) A teacher on Maternity leave and Quarantine leave is entitled to draw pay at the time of proceeding on leave.

(8) Payment of dearness, house rent and city compensatory allowances during leave shall be governed by the provisions of the rules regarding the payment of those allowances.

(9) A teacher who is granted leave beyond the date of compulsory retirement/or quitting of service as the case may be, as provided under ordinance 21 (11) shall be entitled during such leave, leave salary as admissible under this ordinance reduced by the amount of pension and pensionary benefits equivalent of other retirement benefits.

(10) Where such teacher is re-employed during such leave, the leave salary shall be restricted to the amount of leave salary admissible while on half pay leave and further reduced by the amount of pension and pension equivalent of other retirement benefits. Provided that it shall be open to the University teacher not to avail himself of the leave but to avail of full pension.

If during such re-employment he is granted leave earned by him during period or re-employment, the leave salary shall be based on the pay drawn by him exclusive of the pension and pension equivalent of other retirement benefits.

24. Cash payment in lieu of leave beyond the date of retirement or quitting of service.

(i) No leave shall be granted to a teacher beyond :

(a) the date of his retirement, or

(b) the date of his final cessation of duties, or

(c) the date on which he retires by giving notice to University or he is retired by University by giving him notice or pay and allowances in lieu of such notice in accordance with the terms and conditions of his service, or

(d) the date of his resignation from service.

(ii) Retirement on Superannuation :

Where a teacher retires on attaining the normal age prescribed for retirement under the terms and conditions governing his service, the authority competent to grant leave shall *suo-motu* issue an order granting cash equivalent of leave salary for earned, if any, at the credit of the teacher on the date of his retirement, subject to a maximum of 300 days.

(iii) Retirement while under suspension :

A teacher, who retires from service on attaining the age of retirement while under suspension, shall become eligible for the benefit of cash equivalent of earned leave that was at his credit on the date of his retirement, on conclusion of the proceedings against him, if the authority competent to re-instate him in service holds that the suspension was wholly unjustified.

(iv) Retirement before Superannuation :

A teacher who retires or is retired from service in the manner mentioned in clause 24 (1) (c) may be granted *suo-motu*, by the authority competent to grant leave, cash equivalent on leave salary in respect of earned leave at his credit subject to maximum of 300 days and also in respect of all the half pay leave at his credit provided this period does not exceed the period between the date on which he so retires or is retired from service and the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent shall be equal to the leave salary as admissible for earned leave and/or equal to the leave salary as admissible for half pay leave plus dearness allowance admissible on that leave salary for the first 300 days, at the rates in force on the date the University employee so retires or is retired from service. The pension and pension equivalent of other retirement benefits and *ad-hoc* relief/graded relief on pension shall be deducted from the leave salary paid for the period of half pay leave, if any, for which the cash equivalent is payable. The amount so calculated shall be paid in one lump-sum as a one time settlement. No House Rent Allowance or City Compensatory Allowance shall be payable :

Provided that if leave salary for the half pay leave component falls short of pension and other pensionary benefits, cash equivalent of half pay leave shall not be granted :

Provided further that a teacher who is retired by University by giving him pay and allowances in lieu of notice, cash equivalent of leave salary shall be allowed only for the period of leave excluding that period for which pay and allowances in lieu of notice have been allowed.

(v) Resignation/Termination/Re-employment :

(a) Termination :

Where the services of a teacher are terminated by notice or by payment of pay and allowances, in lieu of notice, or otherwise in accordance with the terms and conditions of his appointment, he may be granted, *suo-motu* by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date on which he cases to be in service subject to a maximum of 300 days.

(b) Resignation :

If a teacher quits service, he may be granted *suo-motu* by the authority competent to grant leave cash equivalent in respect of earned leave at his credit on the date of cessation of service, to the extent of half of such leave at his credit, subject to a maximum of 120 days.

(vi) Re-employment after retirement :

A teacher who is re-employed after retirement may on termination of his re-employment be granted, *suo-motu*, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of termination or re-employment subject to a maximum of 300 days, including the period for which encashment was allowed at the time of retirement.

(vii) Teachers appointed on contract :

The teachers appointed on contract will *suo-motu* be allowed encashment of earned leave at their credit on the date of termination of contract subject to the ceilings mentioned below :

| period of contract | maximum earned leave for which encashment will be allowed at the time of termination of contract |
|---|---|
| 2 years of less | No encashment |
| more than 2 years upto 5 yrs. | 30 days |
| more than 5 years upto 10 yrs. | 60 days |
| more than 10 years upto 15 yrs. | 90 days |
| more than 15 years upto 20 yrs. | 120 days |
| more than 20 years upto 25 yrs. | 150 days |
| more than 25 years | 180 days |

(b) The encashment of earned leave a above will, however be subject to the condition that the total earned leave for which encashment will be allowed to gether with the earned leave or full pay leave for which encashment has been allowed in previous appointments, if any, under the Government, an autonomous body or bodies or public sector, undertaking (s) is not more than 300 days.

(viii) Calculation of cash equivalent of leave.

The cash equivalent under clause 24 shall be calculated as follows and shall be payable in one lump-sum as a one time settlement. No House Rent Allowance or City Compensatory Allowance shall be payable :

$$\text{Cash equivalent} = \frac{\text{Pay admissible on the date of retirement plus dearness allowance admissible on that date.}}{30} \times \text{Number of days of unutilised earned Leave at Credit on the date of retirement subject to a maximum of 240 days.}$$

(ix) leave encashment when permanently encapacitated:

(a) Permanent incapacitation:

A teacher who is declared by a medical authority to have been completely and permanently incapacitated for further service may be granted, *suo-motu*, by the authority competent to grant leave, cash equivalent of leave salary in respect of earned leave due and admissible on the date of his invalidation from service, provided that the period of leave for which he is granted cash equivalent does not extend beyond the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent thus payable shall be equal to the leave salary as calculated under clause (viii) or Ordinance 24.

(b) Dismissal/Removal:

When a teacher is dismissed or removed from service, he shall not be eligible for leave encashment.

(c) Leave at the credit of a teacher who dies in harness.

In case a teacher dies in harness, the cash equivalent of the leave salary that the deceased teacher would have got, had he gone on earned leave, but for the death, due and admissible on the date immediately following the date of death subject to a maximum of leave salary for 300 days shall be paid to his family. Further such cash equivalent shall not be subject to reduction on account of pension equivalent of death-cum-retirement gratuity.

Note 1 : The above provision is applicable in case of re-employed pensioners also. However, in their case no deduction on account of pension equivalent of DCRG, gratuity need be made from the cash equivalent in respect of the leave earned during re-employment which has to be calculated on the basis of pay drawn by him during the period of re-employment (exclusive of pension and pension equivalent of other retirement benefits).

Note 2 : In the case of teachers governed by the contributory provident fund rules no deduction need be made out of cash equivalent of leave salary on account of University contribution of C.P. Fund.

25.

APPENDIX-VI

Bond to be executed by the Faculty members when granted Study Leave exceeding the period of one year.

[See Rule 10(xv)]

This agreement made on this day of 19 between the Babasaheb Bhimrao Ambedkar University being. a body corporate constituted under the Babasaheb Bhimrao Ambedkar University Act. 1994 (53 of 1994) (hereinafter called the University of the one part) and

(i) resident of (hereinafter called the Obliger of the second part): and

(ii) resident of : and

(iii) resident and (iii)

(hereinafter called -(ii)/- jointly the sureties of the third part).

WHEREAS the Obliger is employed in the Babasaheb Bhimrao Ambedkar University in the

AND WHEREAS THE Obliger has applied for Study Leave for the following purpose:

AND WHEREAS the University has agreed to grant Study Leave on the condition that after the completion of studies, the Obliger will re-join the University and serve the University for a minimum period of 2 years. The Obliger has agreed to this condition and the sureties have also assured the University that the Obliger will perform these obligations faithfully.

1. THAT the obliger undertakes that after completion of studies as aforesaid shall re-join the University and shall serve under the University for a minimum of 2 years.

2. THAT in case the obliger fails to complete studies within the period of Sutdy Leave or fails to re-join the service of the University on the expiry of Study Leave or resigns from the service of the University at any time before the expiry of the agreed period of service after return to duty at the University or is dismissed or removed from the service by the University within the period aforesaid the obliger and the sureties shall forthwith pay to the University or as may be directed by the University a sum of Rs. as liquidated damages and refund the advances received by the obliger from the University and shall pay all the expenses incurred by the University on the Obliger consequent on the grant of study leave, provided always that if the Obliger completes 18 months service after return from study leave, then the sureties and the Obliger shall be liable to pay only half the amount of the liquidate damages.

3. THAT the Obliger and the sureties shall pay interest at the rate of 6% per annum on the amount payable as per clause 2 above.

4. THAT the liability of the Obliger and the sureties to pay the amount due to the University shall be joint and several and the University shall be competent to recover the amount due from all for either or them.

5. That the herein above given is a continuing surety and shall not be impaired or discharged by reason of any time being granted or by any forbearance, act or omission of the University or any person authorised by it or any other indulgence or concession shown by the University to the Obliger or to anyone surety and the University shall be competent to recover the amount due from all or either or them.

6. THAT the University may at its discretion extend the study leave of the Obliger from time to time without any reference to the sureties and the sureties shall remain liable in all respects for the amounts payable under these present rules during the original period as well as during the extended period.

7. THAT if any amount is paid by the University outside India then the Obliger and the sureties shall be liable to pay the equivalent amount in Indian currency according to the prevalent officials rate of exchange at the time of payment.

IN WITNESS WHEREOF the parties have set their hands hereto in presence of witness :

Witness No. 1. Sig. Sig.

.....

.....

(Name : ) (Obliger)

No. 2. Sig.....

.....

(Name : ) Surety No. 1

Witness No. 1. Sig. Sign.

.....

.....

(Name : ) (Surety No. 1)

No. 2. Sig.

.....

(Name : )

Witness No. 1. Sig. Sig.

.....

.....

(Name : ) Surety No. 2

No. 2. Sig.

.....

(Name : )

Witness No. 1. Sig. Officer of the University

.....

.....

(Name : )

No. 2. Sig.

.....

(Name : )

## CHAPTER XXI

### MASTERS DEGREE PROGRAMMES

[Section 27(b)(c) read with Statute 18(3)(a)]

1. The Masters Degree Programmes in the University are full time courses of study spread over a period of four academic semesters in

two academic years. These courses cannot be combined with any other full-time courses or any part time post-graduate courses offered by the University except those, which may be designed by the University generally or specially for the Post-graduate students of the University.

2. (a) A candidate seeking admission to any of the courses must possess the qualifications prescribed by the Board of the School as approved by the Academic Council from time to time.

(b) Admission to different courses shall ordinarily be made only in the first semester in the beginning of each academic year unless specifically decided for a course by the Academic Council.

(c) Candidates who have taken the Bachelors Degree under three year degree course in pass or honours/general or major, of this University or any other recognised University shall be eligible to apply for admission to courses offered by the University subject to provisions of the regulations relating to prerequisites, if any. The minimum qualifying marks for admission to the different courses shall be as per the regulations.

(d) Final admission to a course will be made on the basis of the candidate's performance at the eligibility test by the admission committee of the concerned Department, if any, and his academic performance in the under graduate course.

3. (a) Subject to the general guidance of the Board of the school, the instruction and in each course shall be under the control and direction of the head of the department concerned :

Provided the number of lectures in a theory course shall ordinarily be not less that forty-five of one hour duration each.

(b) Each student, with respect to his work in the course as well as his general conduct in the University, shall remain under the control of the School and the discipline of the concerned Department.

(c) The Board of the School on the recommendations of the Department, may recommend the removal of the name of a student from the course on the basis of unsatisfactory performance or indiscipline.

4. Ordinarily a student should complete sixteen courses/ papers during the period of four semesters. However, a student may be allowed to participate in the academic programme upto a maximum of six semesters.

5. A student who does not clear a course or courses (owing to failure to pass, or to appear in the Sessional work and end-Semester Examination), may clear the course subsequently in one of the remaining semesters during which he is eligible to participate in the curricular programme under the provisions of 4 above :

Provided that if a student by the end of the second semester has not been able to clear internal assessment in more than four of the eight courses of the first two semesters or having cleared the course desires to improve his over all performance including the sessional work in more than four courses thus obliging him to attend regular classes, he shall not be eligible to move on to the third semester and will have to attend the concerned courses with the next batch or seek fresh admission and pursue the entire course-work as a fresh candidate.

6. (a) Evaluation for each course shall be done on the basis of performance in sessional work and End-Semester Examination.

(b) Each course shall carry maximum marks/credits as may be prescribed by the Board of School. For the purposes of determining the marks obtained by student in any course, the weightage assigned to Sessional work and End-Semester Examination shall be 30:70.

(c) The pattern and schedule of Sessional work and evaluation for each course in a semester, as approved by the Board of the School on the recommendation of the concerned Department, shall be made known to the student at the commencement of each semester.

7. The dates of commencement and termination of each semester shall be fixed by the Academic Council.

8. (a) In order to qualify for the Master's Degree a candidate must have secured at least 40 % marks or equivalent grade in each course and 40% marks or equivalent grade in the aggregate of all courses.

(b) A candidate who obtains 40% marks or equivalent grade or avove in the aggregate of all courses but below 50 % marks or its equivalent grade may be permitted to repeat any course or courses and to participate in the sessional work and the semester examinations in order to improve his/her performance. The conditions for repeating a course or courses shall be prescribed by the Regulations.

9. Successful candidates shall be awarded the Degree under the following classification :

First Division : 60 Per cent marks or equivalent grades or more in the aggregate of all the examinations and sessional work.

Second Division : 50 Per cent marks or equivalent grades or more in the aggregate of all examinations and sessional work but less than 60 per cent.

Third Division : 40 Per cent marks or equivalent grades or more in the aggregate of all examinations and sessional work. but less than 50 per cent.

10. No candidate will be allowed to appear in any course more than twice and no candidate shall be allowed to appear in any course beyond six semester of his first admission to the programme.

11. Th course of study and the scheme of examination for the Degree in each subject shall be such as may be approved by the Board of the School on the recommendation of the Board of Post-graduate Studies of the Department concerned.

12. The syllabi for the courses in any subject shall be such as may be approved by the concerned department, which shall also prescribe books and other reading material for each course.

## CHAPTER XXII

## POST GRADUATE DIPLOMA PROGRAMMES

[Section 27(b)(c) read with Statute 18(3)(a)]

1. The Post Graduate Diploma Programmes in the University are full time courses of study spread over a period of two academic semesters in one academic year. These courses cannot be combined with any other full-time courses or any part time post-graduate courses offered by the University except those, which may be designed by the University.

2. (a) A candidate seeking admission to any of the courses must possess the qualification prescribed by the Board of the School as approved by the Academic Council from time to time.

(b) Admission to different courses shall ordinarily be made only in the first semester in the beginning of each academic year unless specifically decided for a course by the Academic Council.

(c) Candidates who have taken the Bachelor's Degree under three year degree course in pass or honours' general or major, of this University or any other recognised University shall be eligible to apply for admission to course offered by the University subject to provisions of the regulations relating to prerequisites, if any. The minimum qualifying marks for admission to the different courses shall be as per the regulations.

(d) Final admission to a course will be made on the basis of the candidate's performance at the eligibility test by the admission committee of the concerned Department, if any, and his academic performance in the under graduate course.

3. (a) Subject to the general guidance of the Board of the School, the instruction and in each course shall be under the control and direction of the Head of the department concerned :

Provided the number of lectures in a theory course shall ordinarily be not less than forty-five of one hour duration each.

(b) Each student, with respect to his work in the course as well as his general conduct in the University, shall remain under the control of the School and the discipline of the concerned Department.

(c) The Board of the School on the recommendations of the Department, may recommend the removal of the name of a student from the course on the basis of unsatisfactory performance or indiscipline.

4. Ordinarily a student should complete eight courses during the period of two semesters. However, a student may be allowed to participate in the academic programme upto a maximum of four semesters.

5. A student who does not clear a course or courses (owing to failure to pass, or to appear in the Sessional work and End-Semester Examination), may clear the course subsequently in one of the remaining semesters during which he is eligible to participate in the curricular programme under the provisions of 4 above.

6. (a) Evaluation for each course shall be done on the basis of performance in Sessional work and End Semester Examination.

(b) Each course shall carry maximum marks/credits as may be prescribed by the School/Board. For the purposes of determining the marks obtained by student in any course, the weightage assigned to Sessional work and End-Semester Examination shall be 1:3.

(c) The pattern and schedule of Sessional work and evaluation for each course in a Semester, as approved by the Board of the School on the recommendation of the concerned Department, shall be known to the student at the commencement of each semester.

7. The dates of commencement and termination of each semester shall be fixed by the Academic Council.

8. (a) In order to qualify for the Post Graduate Diploma, a candidate must have secured at least 40% marks or equivalent grade in each course and 40% marks or equivalent grade in the aggregate of all courses.

(b) A candidate who obtains 40% or equivalent grade or above in the aggregate of all courses

but below 50 % marks or its equivalent grade may be permitted to repeat any course or courses and to participate in the sessional work and the semester examinations in order to improve his performance. The conditions for repeating a course or courses shall be prescribed by the Regulations.

9. Successful candidates shall be awarded the Post Graduate Diploma under the following classifications :

First Division : 60 Per cent marks or equivalent grades or more in the aggregate of all examinations and sessional work.

Second Division : 50 Per cent marks or equivalent grades or more in the aggregate of all examinations and sessional work. but less than 60 per cent.

Third Division : 40 Per cent marks or equivalent grades or more in the aggregate of all examinations and sessional work but less than 50 per cent.

10. No candidate will be allowed to appear in any course more than twice and no candidate shall be allowed to appear in any course beyond four semesters of his first admission to the programme.

11. The course of study and the scheme of examination for the Post-Graduate Diploma in each subject shall be such as may be approved by the Board of the School on the recommendation of the Board of Post-Graduate Studies of the Department concerned.

12. The syllabi for the courses in any subject shall be such as may be approved by the concerned Department, which shall also prescribe books and other reading material for each course.

U. S. RAWAT, Registrar.

[ADVT.-III/IV/Exty/282/04]

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(14)

**BABASAHEB BHIMRAO AMBEDKAR UNIVERSITY**
**"VIDYA VIHAR", RAEBARELI ROAD, LUCKNOW-226025**

No. : 1142/BBAU/ESH/65
Date: 16/11/99

**NOTICE**

The Administrative Ordinance of the Babasaheb Bhimrao Ambedkar University, Lucknow as approved by the Government of India, Ministry of Human Resource Development, Deptt. of Education vide their letter no. F.8-8/96 Desk(U)(A), dated November 18, 1996, are operative 'mutatis mutandis' for its employees w.e.f. January 10, 1996 unless there is anything repugnant to the University Act and Statutes, any order or administrative instruction or amendment to the Central Government rules relating to various subjects stated hereunder:-

(a) Terms and conditions of service of all employees of the University other than teachers-Fundamental Rules and Supplementary Rules.

(b) Conduct of teaching and non-teaching employees of the University-Central Civil Services (Conduct) Rules 1964.

(c) Control and Appeal of teaching and non-teaching employees of the University-Central Civil Services (Classification, Control and Appeal) Rules 1965.

(d) Leave of all employees of the University other than teachers-Civil Service (Leave) Rules 1972.

(e) Travelling allowance of teaching and non-teaching employees of the University-Supplementary Rules.

(f) Leave Travel concession of teaching and non-teaching and employees of the University-Supplementary Rules and Relevant Government Orders.

3) Reimbursement of Medical expenses of teaching and non-teaching employees of the University-Central Civil Services (Medical Attendance) Rules 1944.

**(Suresh C. Bajpai)**
Registrar

Copy to:
1. P.A. to Vice-Chancellor
2. All Sections/Schools/Centres (CERT-Sem)
3. Circulations File
4. Notice Board

**Registrar**

**BABASAHEB BHIMRAO AMBEDKAR UNIVERSITY**
**"VIDYA VIHAR", RAEBARELI ROAD, LUCKNOW-226025**

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**(Suresh C. Bajpai)**
Registrar

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4. Notice Board

**Registrar**