INDUS INTERNATIONAL UNIVERSITY

Sponsored by Kartha Education Society(Mumbai)
V.P.O. Bathu, Tehsil Haroli, Distt.Una, Himachal Pradesh-174301, India.
E-Mail:Info@iiuedu.in Website:www.iiuedu.in
Ph:01975-398200 Fax:01975 398 277Mob:93187-97101/2/3

IIU/Regr/2018/583

NOTIFICATION OF EMPLOYEE SERVICE RULES

Employee Service Rules as approved is being notified on March 19th 2018. Accordingly
signature of The Registrar has been affixed on every page of the notification.

Registrar

Co. to:
The Vice Chancellor for flanking information
All Concerned for records.
1. **Short Title** These shall be called Indus International University Employee Service Regulations.

2. **Date of Application** These shall come into force from the date of approval by the Board of Management of IIU.

3. **Extent of Application** These regulations shall apply to all employees of Indus International University.

4. **Definitions** In these regulations, unless the context otherwise requires:
   
   4.1. ‘Appointing Authority’ in relation to a post means the authority competent to make appointment as mentioned in the statutes of the University.
   
   4.2. ‘Cadre’ means the strength of a service or a part of a service sanctioned as a separate unit;
   
   4.3. ‘Grade’ means classification of employees of same cadre as per their pay scale.
   
   4.4. ‘Employee’ means a person on the rolls & appointed to any post under the administrative control of the University.
   
   4.5. ‘Service’ means a service under the University to which these regulations apply.
   
   4.6. Other terms and expressions used in these regulations but not defined shall have the meanings respectively assigned to them in the Indus International University Act, 2009 or Statutes/ordinances and regulations developed thereafter.

5. **Recruitment**

5.1. Recruitment against various posts shall be made as decided by the University, in accordance with the Recruitment Policy framed from time to time.

5.2. No person less than 18 years of age shall be appointed in the service of the University.

5.3. **Qualifications**

5.3.1. The qualifications and experience for appointment to the various posts shall be such as may be prescribed in Recruitment Policy for each post, from time to time.
5.3.2. Every employee shall be required to upgrade his/her educational qualification as and when specified by the University at his/her own cost and own time.

6. Terms and Conditions of Service

6.1. The terms and conditions of service of the employees shall be such as specified in these Regulations or as may be specified by the appointing authority in the letter of appointment.

6.2. Any employee or person may, after the expiration of his/her term, be allowed to continue to hold his/her employment or work in the University, subject to the approval of the Chancellor, until his/her successor is appointed and joins duty.

7. Emoluments and other Allowances

7.1. The emoluments and other allowances payable to University employees shall be in such pay scales or at such stage as the University may approve or decide from time to time, in accordance with the guidelines of the Governing Body.

7.2. They will be paid as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category</th>
<th>Emoluments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Employees fulfilling the eligibility criteria of a post as prescribed by Governing Body</td>
<td>Basic pay + grade pay of the corresponding post + other allowances as prescribed by the Governing Body.</td>
</tr>
<tr>
<td>2</td>
<td>Employees not fulfilling the eligibility criteria of a post as prescribed by Governing Body</td>
<td>Pay to be decided by the Appointing Authority as per the guidelines of the Governing Body.</td>
</tr>
</tbody>
</table>
8. Medical Fitness

8.1 If so directed by the Appointment Authority on first appointment against any post in the University an employee shall get himself/herself examined by the Medical Officer of the University or Government Medical Officer. The employee must furnish a Medical Certificate of fitness to the office of the Registrar.

8.2 For efficient discharge of duties, the appointing authority shall have the power to ask an employee to appear for a test for his/her physical or mental fitness necessary for efficient discharge of the duties of his/her post, whenever it has reasons to believe that the employee is not fit to perform his/her duties satisfactorily. An employee so found unfit may be discharged from service.

9. Verification of Character and Antecedents

9.1 The character and antecedents of every employee on his/her first entry into service of the University may be verified from the competent authority after his or her joining the service in the University and his/her continuance in the university shall be conditional to his/her good character and antecedents.

9.2 Verification of Character and Antecedents

9.2.1 Candidate of foreign origin may be appointed to the service with verification of his/her character through appropriate channels.

9.2.2 A candidate in whose case a certificate of eligibility is necessary may be admitted to an examination or interview conducted by the University and he may also provisionally be appointed, subject to the condition that he/she will submit the necessary certificate later on, but not later than the time prescribed by the Appointing Authority.

9.2.3 No person shall be appointed to any post unless he produces his/her PAN Card (if not available then has to be applied), Aadhar Card and a certificate of character from any of the following authorities

9.2.3.1 The Principal/Academic Officer of the University, College, and School last attended.
9.2.3.2 Head of the institution/organization, where last employed.
9.2.3.4 Any other document to the satisfaction of the appointing authority.
9.2.4 No person shall be eligible for appointment to the service in any post, who has been convicted by any court or has a past criminal record

Declaration and Indemnification

9.3 Every employee shall submit himself or herself to the disciplinary jurisdiction of the officers, authorities, employees and persons of the University and such other persons who may be vested with such powers under the Act, Statutes, Ordinances, Regulations, Rules, Orders, Codes, Manuals, Circulars, Memos, Procedures, Policies, Schemes and such other documents of the University that have been framed there under by the University.
9.4 Every employee, who accepts the appointment in the University, shall be deemed to have indemnified the University against all rights and claims by the employee himself/herself, his/her dependants, next of kin or other legal representatives or any other individual, authority or body, for any legal action or compensation or in any other manner for, any sort of loss or damages or disability arising out of personal injury or death while performing his/her legitimate duties.
9.5 An employee or his legal heirs would have no claim in case he/she indulges in any illegitimate act and suffers an injury or it results in a disability or his death whatsoever, during and after the termination of his/her employment in the University.
9.6 Every employee, at the time of appointment or joining or afterwards as required by the University, may be required to submit such declaration(s), undertaking(s), and/or endorsement(s) by the employee himself/herself or his/her legal representatives or any other person for any sort of compliance, conduct, penalty etc., and to any other effect, whatsoever, as decided by the University.

10 Security Deposit

10.1 Before or at the time of appointment or afterwards, as deemed necessary every employee on his/her first entry in service of the University in any post shall have to deposit a security amount equal to his/her one month salary (to be deducted from his/her monthly emoluments in instalments not exceeding ten instalments) to ensure that the University would not suffer even if the employee or person did not join or left in midstream or otherwise in contravention to the terms of his employment and/or the policy of the
INDUS INTERNATIONAL UNIVERSITY

Sponsored by Kartha Education Society (Mumbai)
V.P.O. Bathu, Tehsil Haroli, Distt.Una, Himachal Pradesh-174301, India.
E-Mail: info@iiuedu.in Website: www.iiuedu.in
Ph: 01975-398200 Fax: 01975 398 277 Mob: 93187-97101/2/3

University for the time being in force.
10.2 Employee has the option to deposit this security amount in lump sum or gets this amount deducted from his/her salary in lesser than ten instalments.
10.3 Chancellor can waive off condition of depositing security in any case.

11 Declaration of age

11.1 Every employee shall submit proof of his/her age to the University at the time of his/her entry into service, based on his/her matriculation or equivalent certificate and in the case of non-matriculatates, such other documentary proof as may be acceptable to the appointing authority. After submission of proof of age to the authority, it shall be legally binding on the employee and no revision of the age shall be allowed to be made at a later date for any purpose whatsoever, except when approved by a judicial authority.
11.2 Minimum and upper age limit for employee shall be as prescribed by the Governing Body.
11.3 Due relaxation shall be given in upper age limit with the permission of the Chancellor.

12 Record of service

Office of Registrar shall maintain a personal file for every employee containing all papers, records and other documents relating to his/her service in the University. In addition, a Service Book/file may, if deemed necessary, also be maintained in respect of each employee.

13 Duty Hours of an employee

13.1 All the employees should mark their presence in the University as per time schedule prescribed by the University from time to time. However, unless otherwise expressly provided all employees shall be at the disposal of the University and shall serve the University in such capacity and in such manner and at such places and as such time schedule as he/she shall be directed by the University from time to time. Such employees may be called upon to perform any work as may be assigned to him/her in the interest of and for the purposes of the University.
13.2 Nothing forbids any employee to serve the University on voluntary basis, provided allowed by the competent authority.

14. Increments and Promotion:

[Signature]
INDUS INTERNATIONAL UNIVERSITY

Sponsored by Kartha Education Society (Mumbai)
V.P.O. Bathu, Tehsil Haroli, Distt.Una, Himachal Pradesh-174301, India.
E-Mail: Info@iiuedu.in Website: www.iiuedu.in
Ph:01975-398200 Fax:01975 398 277 Mob:93187-97101/2/3

The increments, incentive, promotion and likewise shall be granted to each employee, as decided by the University from time to time. However, an increment, incentive, promotion and likewise may be withheld from an employee if his/her conduct has not been good or his/her work has not been satisfactory or otherwise, at the discretion of the appointing authority. No employee or person shall claim the increment, incentive, promotion and likewise as a matter of right and it shall be at the sole discretion of the Chancellor.

15. Probation and Confirmation:

15.1 Unless otherwise specified in the appointment letter, every person appointed as regular employee against a post shall be on probation initially for a period of one year provided that the appointing authority may, in any individual case, extend the initial probation period of any person to two years, if deemed necessary.

15.2 On the expiry of the initial probation period, if the probationer, during the Period of probation, is found unsuitable for holding that post or has not completed his/her period of probation satisfactorily or otherwise as deemed necessary, the appointing authority may:

15.2.1 Extend the period of probation to an extent necessary or
15.2.2 Terminate his/her services or revert him to the post held by him immediately before such appointment (in case of appointment by promotion).

15.3. A person or employee only when confirmed, in writing, against the permanent post under the University shall be a Regular Confirmed Employee of the University, subject to the conditions laid down in the Statutes, Ordinances, Regulations, Rules, Orders, Codes, Manuals, Circulars, Memos, Procedures, Policies, Schemes and such other documents of the University, framed there under from time to time.

15.4. The confirmation of the probationer after completion of the period of probation is not automatic but is to be followed by formal orders in writing. As long as no specific orders of confirmation are issued to a probationer, such probationer shall be deemed to have continued on probation. No employee or person shall claim the confirmation to a post as a matter of right and it shall be subject to the sole discretion of the appointing authority.

15.5. The period spent on probation shall also include the following:

15.5.1 Any period after such appointment spent on a corresponding or a higher post.
15.5.2 In case of an appointment by transfer, any period of work in equivalent or higher level post, prior to appointment to the service may be counted towards the period of probation, though at the discretion of the appointing authority.
15.5.3 Any period of officiating appointment to the service shall be reckoned as period spent on
probation, but no person who has officiated shall, on completion of the prescribed period of probation, be confirmed unless he/she is appointed against a permanent post.

15.5.4 In any case total period of probation including extension or extensions, if any shall not exceed three years.

16. Seniority Seniority of the employees in a cadre shall be fixed on the basis of his/her pay scale and date of joining the post in the University.

17. Age of Retirement

17.1. Superannuation: It shall be as follows –

17.1.1 Age of Superannuation of employees shall be 60 years.

17.1.2 In exceptional cases, where the University considers it desirable in the interest of University, the Chancellor may allow extension in service, not more than three years at a time, to an employee beyond the age of superannuation, but not beyond attaining the age of 75 years.

17.2. Premature Retirement The University, if it so desires, may retire a regular confirmed employee by giving a three month notice or three month salary in lieu thereof if an employee completes twenty five years of service.

17.3 Re-employment of employees

17.3.1 The University in exceptional cases with the approval of the Chancellor, may re-employ an employee on or after his/her attaining the age of superannuation on contract or on such terms and conditions as may be decided by it on case to case basis, subject to the following conditions

17.2.1.1. The person should not be of the age more than 75 years.

17.2.1.2 The person should be mentally and physically fit, for this purpose he/she shall furnish a medical certificate from the Medical Officer of the University or from Chief Medical Officer or any other Medical Officer nominated by the University.

18. Resignation

18.1. A regular confirmed employee or posted on term basis or on contract basis unless otherwise specified in the appointment order, can submit his/her resignation by giving one month notice or one month salary thereof.

18.2. An employee on probation can submit his resignation with a notice period of 7 days or 7
3. The Resignation submitted by an employee against whom an enquiry is pending would be considered invalid. If the employee leaves after such invalid resignation, all his/her dues will be withheld and such absence will be considered as unauthorised, inviting disciplinary action.

4. An employee, who has submitted a resignation, can withdraw the same within the notice period, but it is the prerogative of the appointing authority to accept such request or not.

5. The condition of notice period can be relaxed by the Chancellor.

6. An employee whose resignation has been accepted, can be relieved only when all financial dues are cleared and he/she hands over proper charge to a person designated by the University.

7. If an employee leaves the University without getting his/her dues clear, he will not be entitled for any service benefit. Even legal proceedings can be initiated against him/her.

19. Termination of Services

19.1. Services of a Regular confirmed employee or posted on term basis or on contract basis can be terminated by giving him/her one month notice or one month salary thereof, however in case of an employee on probation the notice period can be 7 days or 7 days salary thereof.

19.2. In the event of breach of any of the terms and conditions of the appointment, indiscipline, anti-organizationactivities, breach of trust and/or any conduct on part of an employee which is inconsistent with the employer-employee relationship; or in case of unsatisfactory performance or discharge of duties; or in case of any attitudinal problem, the Chancellor can terminate the services of an employee after holding an inquiry that finds him/her guilty of any of the above. Such termination will be without any notice and without compensation and without prejudice to University’s other rights and remedies for such breach or conduct on his/her part and shall also have the right to take recourse to appropriate legal action.

20. Annual/Periodical confidential reports

20.1. The competent authorities of the University shall report confidentially, as may be directed, to the appropriate authority or officer of the University on the performance appraisal, conduct of the employees and likewise.

20.2. All such reports shall be initiated and submitted in the manner as laid down in the appropriate notifications.

21. Transfer and Postings
Any employee of the University may be posted or transferred to any school/institute or department of the University or that of the Trust, as decided by the University or on such terms and conditions as mutually agreed upon between the University and the Trust.

2. Travelling & Daily Allowance

22.1 For a sanctioned out-station duty up to a maximum of 15 days an employee of the University shall be entitled to travelling and daily allowances in accordance with the prevailing rates as per the extant rules.

22.2 If a person performs his/her duty for more than 15 continuous days at a station other than his/her place of work, an out-station duty allowance on a monthly basis as per the rates fixed from time to time by the competent authority would be paid to the employee.

23. Leave rules

23.1 The employees of the University shall be governed by the Leave Rules as laid down by the University from time to time.

24. Personal injury or damage

The University shall not be responsible for any damage or loss to any employee arising out of personal injury and/or death by accident or otherwise during the course of his employment with the University.

25. Fraudulent actions

Every employee will be deemed to have indemnified the university for any suit or other legal proceeding against the University or any officer or employee or person of the University for any illegal or fraudulent action or malpractice done by any employee for any purpose, whatsoever, during his course of employment in the University.

26. Code of Conduct

26.1 Every employee shall, at all times maintain absolute integrity and devotion to duty, and be strictly honest and impartial in his/her official dealings.

26.2 An employee shall at all times be courteous in dealings with other members of the staff.
INDUS INTERNATIONAL UNIVERSITY

Sponsored by Kartha Education Society (Mumbai)
V.P.O. Bathu, Tehsil Haroli, Distt. Una, Himachal Pradesh-174301, India.
E-Mail: Info@iiuedu.in Website: www.iiuedu.in
Ph: 01975-398200 Fax: 01975 398 277 Mob: 93187-97101/2/3

26.3 No employee shall neither support nor take active part in politics in the campus of the University or exploit his/her official position or permit the use of University facilities for political purposes.

26.4 No employee shall, in any broadcast or in any document published anonymously or in his/her own name or in the name of any other person or in any statement of fact or opinion
26.4.1 Which has the effect of an adverse criticism of any policy or action of the University; or
26.4.2 Which is capable of embarrassing the relations between the University and the Central Government or State Government or any other Institution or organization or member of public; or
26.4.3 Which exploits the name of the University or his position therein; or
26.4.4 Nothing in this paragraph shall apply to any statements or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him/her.

26.5 Save as provided in sub-para 26.5.3 of this para –
26.5.1 No employee shall, except with the previous sanction of the concerned authority, give evidence in connection with any inquiry conducted by any person, committee or authority.
26.5.2 Where any sanction has been accorded under sub-para 26.5.1 no employee giving such evidence shall criticize the policy or any action of the University or Central Government or any State Government.

26.5.3 Nothing in this para shall apply for –
26.5.3.1 Evidence given at any inquiry before any authority appointed by the University, by Parliament or by State Government; or
26.5.3.2 Evidence given in any judicial inquiry; or
26.5.3.3 Evidence given at any departmental enquiry ordered by the University authorities.

26.6 No official shall, except in accordance with any general or special order of the concerned authority or in performance in good faith of the duties assigned to him/her, communicate, directly or indirectly, any official document or information to any person to whom he/she is not authorized to communicate such document or information.

26.7 No employee shall, except with the prior written permission of the concerned authority, engage himself/herself directly or indirectly, in any trade or business or undertake any employment outside his official assignments.

26.8 No employee shall speculate in any business nor shall make or permit his spouse or any member of his/her family to make any investment likely to embarrass or influence him/her in the
discharge of his/her official duties and shall lend money at interest to any person nor shall he borrow money from any person with whom he/she is likely to have official dealings.  

26.9 An employee shall so manage his/her private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his/her salary is continuously being attached, he/she may be liable for dismissal. Any employee, who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the University authorities. In case any employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Department to which he/she is attached, irrespective of the fact whether he/she has been released on bail or not and the employee who is in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his/her duties in the University unless he/she has obtained written permission to that effect from the competent authority. 

26.10 Every employee shall, on first appointment in the University service and thereafter at such intervals as may be prescribed by general or special orders of the concerned authority, submit return in such form as the University may prescribe in this behalf, of all movable and immovable property owned, acquired or inherited by him/her or held by lease or mortgage, either in his/her own name or in the name of any member of his/her family or in the name of any other person. 

26.11 No employee shall, except with the prior permission of the concerned authority, have recourse to any court of law or to press for vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character; Provided that nothing in this case shall be deemed to prohibit an employee from vindicating his private character or any other act done by him in his/her private capacity. 

26.12 Except with the approval of the Chancellor, whenever an employee wishes to put forth any claim, or seeks redress of any wrong done to him/her, he/she shall forward his/her case through proper channel, and shall not forward advance copies of his/her representation to any higher authority, unless the lower authority has rejected the claim or refused relief, or the disposal of the matter is unduly delayed; provided that no employee shall be signatory to any joint representation addressed to the authorities for redress of any grievances or for any other matter. 

26.13 An employee shall be governed by these Regulations of the University with regard to conduct, discipline, penalty and appeal and such other Rules as may be prescribed from time to time. 

27. Where the Chancellor is of the opinion that it is necessary or expedient to do so, it may by order for reasons to be recorded in writing, relax any of the provisions of these regulations.
28. If any question arises as to the interpretation of these regulations the decision of the Chancellor or his nominee shall be final.

29. Any order issued or any action taken prior to the coming into force of these regulations shall be deemed to have been issued or taken under the corresponding provisions of these regulations and in case of any dispute the decision of Governing Body shall be final.