

(D) TEMPORARY EMPLOYEES

17. Temporary employees shall be governed by the provisions of part (A) of these Ordinances subject to the following condition and exceptions:

(1) Earned leave—

(a) A temporary employee shall be entitled to earned leave as a permanent employee.

(2) Half Pay Leave—

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

(3) Commuted Leave—

Temporary employee[s] shall be entitled to commute any portion of the half pay leave as a permanent employee.

(4) Extraordinary Leave—

In the case of a temporary employee 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 employee has completed three years continuous service and the leave application is supported by a medical certificate;

(c) Eighteen months where the employee is undergoing treatment in a recognized 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 employee has completed three years' continuous service on the date of commencement of extraordinary leave. In cases, where this condition is not satisfied, extra-ordinary leave to this extent may be sanctioned in continuation of any other kind of leave due and applied for (including three months extra-ordinary leave under (a) above, if the employee completes three years continuous service on the date of expiry of such leave).

(ii) when a temporary employees fails to resume duty on the expiry of the maximum period of extra-ordinary leave granted to him or where a employee who is granted a lesser amount of leave remains absent from duty for any period which together with the extra-ordinary leave granted exceeds the limit upto which he could have been granted such leave 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 in the University employ.

(e) Two spells of extra-ordinary leave if intervened by any other kind of leave shall be treated as one continuous spell of extra-ordinary leave for the purposes of sub-clause (a) to (d) above.

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

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

Note

Leave not due may be granted to temporary employees who are suffering from T.B., Leprosy, Cancer or Mental illness provided (i) request for such leave is supported by a medical certificate (ii) the official has put in a minimum of one year of service (iii) the post from which the official proceeds on leave is likely to last till his return to duty and (iv) the leave should be limited to a period of 360 days during entire service. The other conditions as applicable to permanent employees would also apply.

(E) EMPLOYEES APPOINTED ON CONTRACT

18. Employees appointed on contract will be granted leave in accordance with the terms of the contract.

(F) HONORARY AND AD HOC EMPLOYEES

19. (i) Honorary employees of the University shall be entitled to leave on the same terms as are applicable to whole-time temporary employees of the University.

(ii) Employees, whose appointment is treated as ad hoc for purely technical reasons may be extended the benefits admissible to temporary employees under these ordinances. In all other cases of ad hoc appointments which are for brief periods the ad hoc employees may be allowed earned leave at the rate of 2 ½ days per month of completed service.

(G) GENERAL

(i) General conditions:

20. (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 that authority considers such action to be in the interest of the University.

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

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

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

(b) Where an employee does not resume duty after remaining on leave for a continuous period of five years or where an employee after the expiry of his leave remains absent from duty, otherwise than on foreign service 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 obtained before it is availed of except in cases of emergency and for satisfactory reasons.

Note: An employee should not leave station till the order sanctioning leave has been issued.

(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 employee resumes his duty.

(b) Sundays and other recognized holidays (including restricted holidays) may be prefixed and/or suffixed to leave with the permission of the authority competent to sanction the leave.

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

(a) An employee on leave may not return to duty before the expiry of the period of leave granted to him unless he is permitted to do so by the authority which sanctioned him the leave.

(b) Notwithstanding anything contained in (a) above, an employee 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 certificate:

An employee 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, require 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 an employee 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 employee who has been granted leave (other than casual leave) on medical certificate shall be allowed to return to duty without producing a medical certificate of fitness.

(9) Employment during leave:

An employee 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 to 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 an employee who is permitted to take up any employment during leave shall be subject to such restrictions as the Board of Management may impose.

(10) Absence without leave or overstay of leave:

An employee who absents 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. Willful absence from duty may be treated as misconduct.

(11) Leave preparatory to retirement:

An employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due not exceeding 300 days together with half pay leave due subject to the condition that such leave extends upto and includes the date of retirement.

Note: The leave granted as leave preparatory to retirement shall not include extraordinary leave.

(12) Leave/cash payment in lieu of leave beyond the date of retirement or quitting of service:

(i) No leave shall be granted to an employee beyond (i) the dated of retirement or, (ii) the date of his final cessation of his duties or, (iii) the date on which he retires by giving notice to the Vice-Chancellor 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, (iv) the date of his resignation from service.

(ii) (a) Where an employee retired 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 to leave salary for earned leave, if any, at the credit of an employee on the date of his retirement subject to a maximum of 300 days.

(b) The cash equivalent under clause (a) shall be calculated as follows and shall be payable in one lumpsum as a one-time settlement. No House Rent Allowance or City Compensatory Allowance shall be payable-

$$\text{Cash equivalent} = \frac{\text{Pay admissible on the date of retirement plus dearness allowance admissible on that date.}}{\text{number of days of unutilized earned leave at credit on the date of retirement subject to a maximum of 300 days.}} \times$$

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(iii) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave in the case of an employee who retires from service on attaining the age of the retirement while under suspension or while disciplinary or criminal proceedings are pending against him, if in the view of such authority there is a possibility of some money becoming recoverable from him on conclusion of the proceedings against him. On conclusion of the proceedings, he will become eligible to the amount so withheld after adjustment of University dues, if any.

(iv) (a) Where the service of an employee has been extended, in the interest of public service beyond the date of his retirement he may be granted -

(i) during the period of extension, any earned leave due in respect of the period of such extension plus the earned leave which was at his credit on the date of his retirement subject to a maximum of 240 days/300 days, as the case may be, as prescribed in clause 5.

(ii) after expiry of the period of extension, cash equivalent in the manner provided in clause 20 (12) (ii) in respect of earned leave at credit on the date of retirement, plus the earned leave earned during the period of extension, reduced by the earned leave availed of during such period, subject to a maximum of 300 days.

(b) The cash equivalent payable under sub-clause (ii) of (a) above shall be calculated in the manner indicated in clause 20 (12) (ii) (b).

(v) An employee who retires or is retired from service in the manner mentioned in clause 20 (12) (i) (iii) may be granted, *suo motu*, by the authority competent to grant leave, cash equivalent of the credit subject to a 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 the leave salary for the first 300 days at the rates in force on the date the employee so retires or is retired from service. The pension and pension equivalent or 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 lumpsum 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.

(vi) (a) (i) Where the services of an employee 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 ceases to be in service subject to a maximum of 300 days.

(ii) If an employee resigns or 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.

(iii) An employee 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 of re-employment subject to a maximum of 300 days, (including the period for which encashment was allowed at the time of retirement).

(b) The cash equivalent payable under sub-clause (vi) (a) above shall be calculated in the manner indicated in clause 20 (12) (ii) (b) and for the purpose of computation of cash equivalent under sub-clause (vi) (a) (iii) above the pay on the date of the termination or re-employment shall be the pay fixed in the scale of post of re-employment before adjustment of pension and pension equivalent of other retirement benefits, and the dearness allowance appropriate to that pay.

(13) Leave at the credit of employees who dies in harness—

(i) In case an employee dies in harness, the cash equivalent of the leave salary that the deceased employee 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 of 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

In addition to the cash equivalent of leave admissible under this rule, the family of the deceased employee shall also be entitled to payment of dearness allowance only as per orders issued in this behalf separately.

(ii) Cash equivalent of leave salary in case of invalidation from service

An employee who is declared by a medical authority to be 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 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 20 (12) (v). An employee not in permanent employ or quasi-permanent employ shall not however be granted cash equivalent of leave salary in respect of half pay leave standing at his credit on the date of his invalidation from service.

Note 2

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

(14) Payment of cash equivalent of leave salary in the case of death etc. of an employee:

In the event of the death of an employee while in service or after retirement or after cessation of duties but before actual receipt of its cash equivalent or leave salary under sub-clause (12) and (13) above such amount shall be payable-

(i) to the widow and if there are more widows than one, to the eldest surviving widow, if the deceased was a male employee, or to the husband, if the deceased was a female employee;

Note

The eldest surviving widow shall be determined with reference to the date of marriage and not with reference to their ages.

(ii) failing a widow or husband, as the case may be to the eldest surviving son; or an adopted son;

(iii) failing (i) and (ii) above, to the eldest surviving unmarried daughter;

(iv) failing (i) to (iii) above to the eldest surviving widowed daughter;

(v) failing (i) to (iv) above, to the father;

(vi) failing (i) to (v) above, to the mother;

(vii) failing (i) to (vi) above, to the eldest surviving brother below the age of eighteen years;

(viii) failing (i) to (vii), above, to the eldest surviving unmarried sister; and

(ix) failing the above, the eldest surviving widowed sister.

(15) Conversion of one kind of leave to another:

(a) At the request of the employee 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 admissible shall be recalculated and arrears of leave salary and allowances paid or the amount overdrawn recovered as the case may be.

(16) 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 the employee resumes duty without prejudice to the normal date of his increment, except in those cases where the leave does not count for increment.

(17) Leave year:

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

(ii) Authorities Empowered to Sanction Leave.

21. The Vice-Chancellor is empowered to sanction leave and if he so desires delegate such powers to another officer of the University.

(iii) Leave Salary

22. (1) An employee 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 employee will draw pay under the provisions of clause 4, 10 and 11 respectively.

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

(3) An employee on commuted leave is entitled to leave salary equal to the amount admissible under sub-clause 22(2).

(4) An employee on half pay leave or leave not due is entitled to leave salary equal to half the amount specified in sub-clause 22(2).

(5) An employee on extraordinary leave shall not be entitled to any leave salary.

(6) An employee on special Disability leave is entitled to leave salary as admissible under Clause 13.

(7) An employee on Maternity leave is entitled to draw pay as 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) An employee who is granted leave beyond the date of compulsory retirement/retirement or quitting of service as the case may be, as provided under Clause 20(12) shall be entitled during such leave, leave salary as admissible under clause 20(12)(b).

(10) In the case of an employee who is granted leave earned by him during period of 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.

(iv) Making of rules under these Ordinances.

23. The Vice-Chancellor may make rules under these ordinances prescribing the procedure to be followed in-

(i) Making application for leave and for permission to return to duty before the expiry of the leave;

(ii) granting leave and submission of medical certificates while proceeding or returning from leave;

(iii) the payment of leave salary;

(iv) the maintenance of records of service; and

(v) the maintenance of leave accounts.

24. Exceptions

These ordinances shall not be applicable to (a) person in respect of whom special provisions have been made by or under the provision of the Statutes of the University, (b) persons on deputation for a limited duration (c) persons appointed on consolidated salary or daily wages, (d) work charged staff and (e) persons paid from contingencies.

Amendments

25. Unless there is anything repugnant in the Indira Gandhi National Open University Act, 1985, any amendment to the CCS (Leave) Rules 1972, shall be deemed to be the amendments of the relevant provisions of these ordinances or any order or administrative instructions already issued/to be issued by the Central Government shall be deemed to be the orders or administrative instructions under these ordinances, with effect from the date of such amendments/orders are brought into force by the Central Government. The above provisions will not apply to study leave for teachers, sabbatical leave and vacation leave for teachers.

Relaxation

26. When the Board of Management is satisfied that the operation of any of these ordinances cause undue hardship in any particular case, the Board of Management for reasons to be recorded, dispense with or relax the requirements of that clause, to such extent and subject to such exceptions and conditions as it may consider necessary for dealing with the case in a most and equitable manner.

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 or either of them.

5. THAT hereinabove 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 authorized 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 of 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 presents 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 official 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: _____)

Witness No. 1 Sig. _____ Sign. _____
 (Name: _____) Surety No. 1
 No. 2 Sig. _____
 (Name: _____)

Witness No. 1 Sig. _____
 (Name: _____) Surety No. 2
 No. 2 Sig. _____
 (Name: _____)

Witness No. 1 Sig. _____ Officer of the University
 (Name: _____)
 No. 2 Sig. _____
 (Name: _____)

**3. ORDINANCE ON
CAREER ADVANCEMENT OF TEACHERS
(Under Statute 17(14) of the Statutes of the University)***

I. Placement of Lecturers in the Senior Scale

**** (1)** Every Lecturer in the scale of pay of Rs. 8000-275-13500 will be eligible for placement in the Senior Scale of Rs. 10000-325-15200 if he/she has:

- (a) Completed 6 years of service (4 years in the case of Ph.D degree holders and 5 years in the case of M.Phil or equivalent degree holders).
- (b) Participated in two refresher courses/orientation courses/summer institutes each of approximately 3-4 weeks' duration organized or recognized by the University or engaged in two or more other appropriate continuing education programmes of comparable quality and duration recognized by the University; (Those with Ph.D degree would be exempted from one refresher course); and
- (c) Consistently satisfactory performance appraisal reports.

(2) Placement of Lecturers in the Senior Scale will be made on the recommendations of a Committee consisting of the following :

- (i) The Vice Chancellor, or a Pro-Vice-Chancellor nominated by the Vice-Chancellor,
- (ii) The Director of the School concerned;
- (iii) Three professors/Readers in the concerned discipline of whom one shall be from the University, nominated by the Vice-Chancellor.

Four members of the Committee shall constitute the quorum for a meeting.

II. Placement in the Selection Grade.

(1) Every Lecturer in the Senior Scale will be eligible for placement in the Selection Grade of Rs. 12000-420-18300 if he/she has:

- (a) Completed 5 years of service in the Senior Scale or 11 years of combined service as Lecturer/Lecturer in the Senior Scale (9 Years in the case of Ph.D degree holders and 10 years in the case of M.Phil degree holders);
- (b) Made significant contributions in the areas of design of courses, development of materials either in print or in the form of audio/video cassettes, or in any aspect of the distance education system, as evidenced by performance appraisal reports, quality of publication, if any, etc.;

* Approved by the Ministry of Human Resource Development, Deptt. of Education, vide their letter No. F.5-72/90 U.I(Desk) dt. 22.3.91

** Amendments to I(a)(b), II(1)(a)(c), III(1)(a)(b), IV(1)(a)(b), 2(a)(b) made by Board at its 70th, 72nd & 73rd meetings held on 17.11.01, 1.7.02 & 25.10.02.

(c) Participated after placement in the Senior Scale in two refresher courses/summer institutes, each of approximately 3-4 weeks' duration organized or recognized by the University, or engaged in two or more other appropriate continuing education programmes of comparable quality and duration, recognized by the University; and

(d) Consistently good performance appraisal reports.

(2) Placement in the Selection Grade will be made on the recommendation of the Selection Committee constituted under Statute 12.

(3) A Lecturer in the Selection Grade can offer himself/herself for a fresh assessment for promotion to the post of Reader as and when he/she fulfils the conditions prescribed for such promotion.

III. Promotion to the post of Reader

(1) Every Lecturer in the Senior Scale will be eligible for promotion to the post of Reader in the scale of pay of Rs. 12000-420-18300 if he/she has:

(a) Completed 5 years of service in the Senior Scale or 9 years of combined service as Lecturer/Lecturer in Senior Scale.

(b) Obtained a Ph.D degree.

(c) Made some mark in the areas of scholarship and research in his/her discipline, or in the development of the distance education system, as evidenced by performance appraisal reports, opinions of referees on them, quality of publications, contributions to educational innovation, design of new courses and curriculum, etc;

(d) Participated after placement in the senior scale, in two refresher courses/summer institutes each of approximately 4 weeks' duration, organized or recognized by the University, or engaged in two or more other appropriate continuing education programmes of comparable quality and duration, recognized by the University; and

(e) Consistently good performance appraisal reports.

(2) Promotion to the post of Reader will be made on the recommendation of the Selection Committee constituted under Statute 12 for the purpose of making recommendation for appointment to the post of Reader.

IV. Promotion to the post of Professor

(1) Every Reader will be eligible for promotion to the post of Professor in the Scale of pay of Rs. 16400-450-20900-500-22400 if:-

(a) He/She has completed 8 years of service as Reader:

(b) A Professor already appointed under direct recruitment will not be eligible.

(2) He/She should submit the following:

- (a) A Minimum of five research publications/articles published/units written out of which two could be books.
- (b) A self appraisal report for the period including five years before the date of eligibility shall be submitted.

Desirable

- (c) Any other academic contributions.
- (d) Seminars/Conferences attended
- (e) Contribution to teaching/academic environment/institutional corporate life.
- (f) Extension and field outreach activities.

(3) The University shall send the minimum of five research publications, out of which two could be books, in advance to three eminent experts in the subject/area for review before inviting the Reader to present himself/herself before the Selection Committee. These three experts shall be different from those called for interview to be conducted later on (*).

(*). Modalities for assessing the publications & interview as laid down by the UGC will be followed.

V. General

(1) For the purpose of determining the length of qualifying service for placement/promotion mentioned in the preceding clauses, the service of a person, before appointment as a Lecturer in the University, either as Lecturer or in an equivalent grade/scale of pay in other universities/colleges, national laboratories, R&D organizations, research Scientists' Scheme of the UGC, etc. will be counted as qualifying service.

Provided that such service in one or more university/college/institution/organization is continuous and is immediately preceding the commencement of service in the University.

(2) The benefit of past service mentioned in sub-clause (1) above will be available only if

- (a) The qualifications for the post previously held were not lower than the qualifications prescribed by the UGC for the post of Lecturer;
- (b) The Lecturer concerned possessed the minimum qualification prescribed by UGC for appointment as Lecturer;
- (c) The appointment was made in accordance with the prescribed selection procedure as laid down by the University/State Government;
- (d) The appointment was not adhoc or in a leave vacancy of less than one year duration

(3) No Lecturer/Lecturer in the Senior Scale will be eligible for placement in the Senior Scale/Selection Grade or for promotion to the post of Reader unless he has been confirmed in the services of the University;

(4)** In respect of the medical faculty of the School of Health Sciences, MS/MD/MDS qualification shall be treated at par with Ph.D degree for the purpose of placement of Lecturers in Senior Scale/Selection Grade or promotion to the post of Reader and promotion of Reader to the post of Professor;

(5) The requirement of participation in refresher courses/summer institutes or other continuing education programmes may be relaxed where arrangement for such courses/programmes have not been made.

(6) The appraisal of performance of a Lecturer/Lecturer in the Senior Scale will be based on annual self-assessment reports submitted by him/her on the prescribed proforma (vide appendix) duly verified by the competent authority.

(7) The assessment of the performance of teachers shall be made in terms of the worknorms prescribed by the University.

(8) In the case of Lecturer/Lecturer (Sr. Scale)/Selection Grade/Reader who have already become eligible for placement/promotion a consolidated report on their work verified by the Director of the School concerned will be placed before the Screening/Selection Committee for consideration.

(9) A teacher who has not been recommended by the Screening/Selection Committee for placement in the Senior Scale/Selection Grade/Promotion to the post of Reader or Professor can offer himself/herself for review after the expiry of one year from the date of promotion process/interview.(*).

(*) The date of eligibility shall be determined from the date of initiation of the process in which the teacher was not recommended.

(10) Notwithstanding anything contained in this Ordinance, the period of Extra Ordinary Leave availed of by a teacher for other than academic purpose and periods of EOL availed on personal grounds shall not qualify as service for placement in Senior Scale/Selection Grade/promotion to the post of Reader/Professor.

(11) If the number of years required in a feeder cadre are less than those stipulated in this Ordinance, thus entailing hardship to him/her who has completed more than the total number of years in his/her entire service for eligibility in the cadres, he/she will be considered for placement in the next higher cadre after adjudging the total number of years.

* Approved by the Board of Management as its 52nd Meeting held on 27.9.97.

** Addition of sub-clause (4) of Clause V approved by the Board of Management at its 75th meeting held on 24.5.2003.

**4. ORDINANCE ON
THE MANNER OF APPOINTMENT OF TEACHERS AND
OTHER ACADEMIC STAFF (Under Statute 13(2))***

1. The University may appoint a teacher or any other academic staff working in any other university or organization for course development, preparation of instructional material, delivery of service, or for undertaking a project, or any other work for a specific period.

2. For the purpose of appointment under clause 1 above, the Bio-data of persons working in other universities, research institutions, laboratories, etc. recommended by Schools of Studies, members of the Committee of Experts/Course-writers, and other source will be considered by a Committee consisting of a Pro-Vice-Chancellor, the Director of the School/Division concerned, and another Director, nominated by the Vice-Chancellor.

3. If the Committee recommends consideration of any such person for appointment under Statute 13(2), his/her bio-data will be referred to three experts, nominated by the Vice-Chancellor, for evaluation.

4. If at least two experts recommended that the person concerned is suitable for appointment, a proposal for his/her appointment will be placed before the Board of Management alongwith the evaluation report from the experts, for its approval.

5. The terms and conditions of such appointments will be the same as on deputation prescribed by the Central Government from time to time.

6. Normally, such appointments will be for specified periods. If, however, the University is of the view that permanent absorption of such person is in the interests of the University, and if the person concerned makes a request in writing for such absorption, his case will be referred to the Selection Committee constituted under Statute 12.

7. If the Selection Committee under Statute 12 recommends his/her appointment on a regular basis, such a person will be appointed permanently in the services of the University, with the approval of the Board of Management.

* Approved by the Ministry of Human Resource Development, Deptt. of Education, vide their letter No. F.5-73/90.U.I. (Desk) dated 16.7.91.

**5. ORDINANCE ON
RECOGNITION OF EXAMINATIONS/DEGREES
(Under Section 5 (1) (xiii) of the Act)***

****1.** There shall be an Equivalence Committee consisting of the following :

- (i) Pro-Vice-Chancellor nominated by the Vice-Chancellor — Chairman
- (ii) Director of the School of Studies concerned — Member
Ex-officio
- (iii) A Senior Faculty, as a member, to be nominated by the Vice-Chancellor — Member
- (iv) Programme/Discipline Coordinator (of the Programme for which the equivalence is sought) — Member
Ex-officio
- (v) Registrar, SRE Division — Secretary
Ex-officio

2. The Committee shall

(i) recognize and determine the weightage to be given to the examinations conducted by other Universities or other examining bodies.

(ii) decide equivalence of such examinations/qualifications as may be referred to it from time to time for the purpose of admission; and

(iii) withhold, suspend or cancel recognition of any examination/qualification for such reasons and for such time as it may deem fit.

3. In special cases, the Vice-Chancellor may, if he is satisfied, grant equivalence/recognition to any examination/ qualification of other Universities/Institutions and the action taken shall be reported to the Committee.

4. The Committee may determine the procedures for the transaction of its business. It shall formulate guidelines, for the purpose of determining equivalence and/or according recognition to examinations/qualifications, with the approval of the Academic Council.

* Approved by the Board of Management at its 27th meeting held on 18.2.92 vide Resolution No. BM 27.7.2

** Amendment to Clause (1) was approved by the Board of Management at its 76th meeting held on 3.7.2003

**6. ORDINANCE ON
FEES PAYABLE BY STUDENTS
(Under Section 26 (1) (a) of the Act)***

1. Fees payable

Students admitted to various courses of study of the University shall pay the fees as decided by the Academic Council from time to time.

2. Due date and mode of payment

The fees shall be payable on such dates and by such mode as may be notified from time to time.

3. Concession in Fee

The University may grant exemption from payment of fees, either in full or in part to any class or category of students as may be notified from time to time.

4. Refund of fees

Students may claim refund of any amount lying at their credit within 12 months, failing which it shall lapse automatically.

* Approved by the Board of Management at its 27th meeting held on 18.2.92 vide Resolution No. BM 27.7.2

**7. ORDINANCE ON
DEGREES, DIPLOMAS AND CERTIFICATES
(Under Section 5 (I) (iii) of the Act)***

1. The University may award the following degrees, diplomas and Certificates to students who have successfully completed the prescribed programme of study in each case in accordance with the requirements laid down by the Academic Council from time to time.

- (i) Ph.D
- (ii) M.Phil
- (iii) Masters Degree in
 - (a) Business Administration
 - (b) Distance Education
 - (c) Library and Information Science
- (iv) Bachelor's Degree in Arts, Commerce, Science with the following subjects:
 - (a) Commerce
 - (b) Chemistry
 - (c) Economics
 - (d) English
 - (e) Hindi
 - (f) History
 - (g) Life Science
 - (h) Library & Information Science
 - (i) Mathematics
 - (j) Nursing
 - (k) Physics
 - (l) Political Science
 - (m) Public Administration
 - (n) Sociology
- (v) Advanced Diploma in
 - (a) Construction Management
 - (b) Management
 - (c) Water Resources

(vi) Diplomas in

- (a) Management
- (b) Creative Writing in English
- (c) Creative Writing in Hindi
- (d) Distance Education
- (e) Higher Education
- (f) Financial Management
- (g) Marketing Management
- (h) Human Resource Management
- (i) Operations Management
- (j) Rural Development
- (k) Computer Applications

(vii) Certificates in

- (a) Food & Nutrition
- (b) Rural Development
- (c) Guidance

2. The University may add new degrees/diplomas/certificates to those mentioned in clause 1 or delete any of them, with the approval of the Academic Council from time to time.

* Approved by the Board of Management at its 27th meeting held on 18.2.92, vide Resolution No. BM 27.7.2

**8. ORDINANCE ON
DISCIPLINE AMONG STUDENTS IN RELATION TO
UNIVERSITY EXAMINATIONS
(Under Statute 20(2) of the IGNOU Act)***

1. Disciplinary control of an Examination Centre

(1) During an examination the candidates shall be under the disciplinary control of the Superintendent of the centre who shall issue the necessary instructions. If a candidate disobeys instructions or misbehaves with any member of the supervisory staff or with any of the invigilators at the centre, he may be expelled from the examination for that session.

(2) The Superintendent shall immediately report the facts of such a case with full details of evidence to the Registrar (SRED) who will refer the matter to the Examination Discipline Committee. The committee will make recommendations for disciplinary action as it may deem fit to the Vice-Chancellor as provided under Clause 8.

2. Everyday, before an examination begins, the invigilators shall call upon all the candidates to search their persons, tables, desks, etc. and ask them to hand over all papers, books, notes or other reference material which they are not allowed to have in their possession or accessible to them in the examination hall. Where a late-comer is admitted this warning shall be repeated to him at the time of entrance to the examination hall. They are also to see that each candidate has his identification card with him.

3. Use of Unfair means

A candidate shall not use unfair means in connection with any examination.

4. The following shall be deemed to be unfair means:

- (a) Talking to another candidate or any person, inside or outside the examination hall, during the examination hours without the permission of a member of the supervisory staff.
- (b) Leaving the examination hall without delivering the answer book and or continuation sheet, if any, to the Superintendent or Supervisor concerned, and taking away, tearing off or otherwise disposing off the same or any part thereof;
- (c) Writing on blotting paper or any other piece of paper, a question or matter connected with or relating to a question or solving a question on anything excepting the answer book or the continuation sheet supplied to the candidate.
- (d) Using abusive or obscene language in the answer books.
- (e) Deliberately disclosing one's identify or making any distinctive marks in the answer book for that purpose.
- (f) Making an appeal to the Examiner through the answer book.

* Approved by the Board of Management at its 29th meeting held on 19.8.92, vide Resolution No. BM 29.8.2

- (g) Possession by a candidate or having access to books, notes, paper or any other material, whether written, inscribed or engraved, or any other device, which could be of help or assistance to him in answering any part of the question paper.
- (h) Concealing, destroying, disfiguring, rendering illegible, swallowing, running away with, causing disappearance of or attempting to do any of these things in respect of any book, notes, paper or other material or device, used or attempted to be used for assistance or help in answering a question or a part thereof.
- (i) Passing on or attempting to pass on, during the examination hours, a copy of a question, or a part thereof, or solution to a question paper or a part thereof, to any other candidate or to any person.
- (j) Smuggling into the examination hall an answer book or a continuation sheet, or taking out or arranging to send an answer book or continuation sheet, or replacing or attempting to get replaced the answer book or continuation sheet, during or after the examination with or without the help in connivance with any person connected with the examination, or through any other agency, whatsoever.
- (k) Receiving or attempting to receive, with or without the help of or in connivance with any member of the supervisory or other staff or any person, a solution to a question or a part thereof.
- (l) Approaching or influencing directly or indirectly a paper setter, examiner, evaluator, moderator, tabulator or any other person connected with the University examination with the object, directly or indirectly, of influencing him to leak out the question paper or any part thereof, or to enhance marks, or favourably evaluate, or to change the award in favour of the candidate.
- (m) Any attempt by a candidate or by any person on his behalf to influence, or interfere with directly or indirectly, the discharge of the duties of a member of the supervisory or inspecting staff of an examination centre before, during or after the examination. Provided that without prejudice to the generality of the Provision of the clause any such person as is referred to therein who;
 - (i) abuses, insults, intimidates, assaults any member of the supervisory or inspecting staff, or threatens to do so;
 - (ii) abuses, insults, intimidates, assaults any other candidate or threatens to do so; shall be deemed to have interfered with or influenced the discharge of the duties of the Supervisory and the inspecting staff within the meaning of the clause.
- (n) Copying, attempting to copy, taking assistance or help from any book, notes, paper or any other material or device or from any other candidate, to do any of these things or facilitating or rendering any assistance to any other candidate to do any of these things.
- (o) Presenting a thesis, dissertation, practical or classwork note-book wherever required, not prepared or produced by the candidate himself.

- (p) Arranging to impersonate for any person, whosoever he may be, or impersonating for the candidate at the examination.
- (q) Forging a document or using a forged document knowing it to be forged in any matter relating to the examination.
- (r) The Board of Management may declare any other act of omission or commission to be unfair means in respect of any or all the examinations.

5. If the Vice-Chancellor is satisfied that there has been a mass-scale copying or use of unfair means, on a mass-scale at a particular centre(s) he may cancel the Examination of all the candidates and order re-examination.

Note: where the invigilator incharge is satisfied that 33 1/3% or more students were involved in using unfair means or copying in a particular Examination Hall, it shall be deemed to be a case of mass copying.

- 6. (a) The Superintendent of the examination centre shall report to the Registrar (SRED) without delay and on the day of the occurrence, if possible, each case where use of unfair means in the examination is suspected or discovered with full details of the evidence in support thereof and the statement of the candidate concerned, if any, on the forms supplied by the Registrar (SRED) for the purpose.
- (b) A candidate shall not be forced to give a statement but the fact of his having refused to make a statement shall be recorded by the Superintendent and shall be got attested by two other members of the supervisory staff, on duty, at the time of occurrence of the incident.
- (c) A candidate detected or suspected of using unfair means in the examination may be permitted to answer the question paper, but on separate answer book. The answer book in which the use of unfair means is suspected shall be seized by the Superintendent, who shall send both the answer books to the Registrar (SRED) with his report. This will not affect the concerned candidate appearing in the rest of the examinations.
- (d) All cases of use of unfair means specified in sub-clauses (d), (e), (l), (n), (o), and (q) of clause 4 shall be reported immediately to the Registrar (SRED) by the examiner, paper-setter, evaluator, moderator, tabulator or the person connected with the University examination as the case may be, with all the relevant material.

7. Examination Discipline Committee.

- (a) All the cases of alleged use of unfair means shall be referred to a Committee called the Examination Discipline Committee to be appointed by the Vice-Chancellor.
- (b) The Committee shall consist of atleast three but not more than five members drawn from amongst the teachers and officers of the University.

- (c) A member shall be appointed for a term of two years, and shall be eligible for re-appointment.
- (d) Three members present shall constitute the quorum.
- (e) Ordinarily, all decisions shall be taken by the Committee by simple majority. If the members are equally divided the case shall be referred to the Vice-Chancellor, whose decision shall be final.
- (f) All decisions taken by the Examination Discipline Committee will be placed before the Vice-Chancellor for approval.
- (g) A candidate may, within one month of the receipt of the decision of the University appeal to the Vice-Chancellor, in writing for a review of the case. If the Vice-Chancellor is satisfied that the representation merits consideration, he may refer the case back to the Examination Discipline Committee for reconsideration.

8. The Examination Discipline Committee may recommend that:

- (i) The Examination for the session or paper in respect of which a candidate is found to have used unfair means specified in sub-clauses (a) and (b) of clause 4 be cancelled.
- (ii) The Examination for the session or paper or the entire examination of a candidate in respect of which he is found to have used unfair means specified in sub-clause (c), (d), (e) and (f) of clause 4 be cancelled.
- (iii) The entire examination of a candidate in respect of which he is found to have used unfair means specified in sub-clause (g) of clause 4 be cancelled and the candidate shall further be disqualified from appearing at any University examination for a period of one year.
- (iv) The entire examination of a candidate in respect of which he is found to have used unfair means specified in sub-clauses (h), (i), (j), (k), (l), (m), (n), (o) of clause 4 be cancelled and he shall further be disqualified from appearing at any University examination for a period of three years.
- (v) the entire examination of a candidate in respect of which he is found to have used unfair means specified in sub-clauses (p) and (q) of clause 4 be cancelled and the candidate shall further be disqualified from appearing at any University examination for a period of three years.