

CONTRACT OF SERVICE

[See Statute 7(3) 9(3) in case of Kharagpur]

An Agreement for service made this.....day of.....one thousand nine hundred.....between.....(hereinafter called the appointee) of the one part and the Indian Institute of Technology, Kharagpur/Bombay/Madras/Kanpur/Delhi, incorporated under the Institutes of Technology Act 1961 (Act 59 of 1961) as amended by the Institutes of Technology (Amendment) Act, 1963 (Act 29 of 1963) (hereinafter called the Institute).

WHEREAS in terms of Section 17(1) of the Institute of Technology Act, 1961 (hereinafter called the Act) and Statute 15(3) of the Statutes of the Institute 17(3) in case of Kharagpur (hereinafter called Statutes), the Council of the Institutes of Technology referred to in the Act (hereinafter called the Council) with the approval of the Visitor, has been pleased to approve the appointment of the appointee as the Director of the Institute on contract for.....years and the appointee has accepted such appointment upon the terms and conditions hereinafter appearing NOW THESE PRESENTS WITNESSETH and the parties hereto respectively agree as follows :

(1) This agreement of service shall be deemed to have been entered into subject at all times to the provisions of the Act and Statutes covering the Institutes as in force from time to time as applicable to permanent confirmed employees.

(2) The appointee shall be in service under the agreement for a period of..... years with effect from that is, date of joining the post. Provided that if the appointee on conclusion of the period of service mentioned above is below 60 years of age, his service shall continue till the 30th June of the academic year in which the appointee concludes the said period of service or till he attains the age of 60, whichever is earlier.

(3) The appointee shall be the Principal Academic and Executive Officer of the Institute and serve the Institute as the whole time Director of the Institute with powers and duties provided in the said Act and Statutes.

(4) The appointee shall devote his whole time to the service of the Institute and will be subject to the Conduct Rules and other provisions of the said Act and Statutes. Any information obtained by appointee during or in connection with his service and the work upon which he is engaged shall be treated as secret and confidential and appointee shall be deemed in all respects, to be subject to the Indian Official Secrets Act, 1923, as amended from time to time.

* Incorporated vide Ministry of Education letter No. F.10-1/75-76, dated 26th November, 1976. Effective from November 20, 1976.

(5) During the period of his service except in respect of any period of suspension and also of any period of leave without pay, the appointee shall be entitled subject to the Indian Income Tax to an initial pay of Rs.....in the scale of Rs.....provided that if any time the appointee proceeds on deputation out of India his pay and allowances during the period of his deputation will be such as may be decided by the Board of Governors. In addition, the appointee shall draw allowances like Dearness Allowance, City Compensatory Allowance etc. as may be admissible from time to time as per rules of the Institute.

(6) During his service under these presents the appointee shall subscribe to the Contributory Provident Fund-cum-Gratuity of the Institute according to the provisions made in the Statutes and subject to such modifications in these provisions as may be made from time to time and shall also be entitled to the contribution of the Institute as admissible to the permanent confirmed employees as per the Statutes. In the event of the appointee being employer of any other IIT and enjoying the benefits either under C.P.F-cum-Pension-cum-Gratuity Scheme or G.P. Fund-cum-Pension-cum-Gratuity Scheme, he shall join the corresponding Scheme of the Institute with transfer of his accumulation as admissible under the Statutes.

In case the appointee is the employee of the Institute he shall continue to be governed by Contributory Provident Fund-cum-Gratuity Scheme or General Provident Fund-cum-Pension-cum-Gratuity Scheme as immediately prior to this contract appointment and shall be entitled to benefits of the scheme for the period of his service under this contract like other permanent employees of the Institute as per the Statutes.

(7) Notwithstanding anything hereinbefore contained, the appointee shall unless otherwise decided by the Institute be entitled to receive the whole or in part as may be determined by the Institute the benefits of any improvements in the revision of scale of pay and in retirement benefits that may be effected by the Institute subject to the date of these presents in the terms and conditions of the service of members of the branch Institute, service to which he may for the time being belong and the decision of the Institute in respect of such improvement in the terms and conditions of their service of appointee shall operate so as to modify to that extent the provisions of these presents.

(8) The appointee shall be entitled to leave as admissible to permanent non-vacation employees of the Institute under the Statutes.

(9) The appointee shall be entitled to furnished free of licence fee accommodation in the Campus of the Institute as may be sanctioned by the Board of Governors of the Institute.

(10) The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Statutes.

(11) The appointee shall be paid travelling expenses for joining the Institute as admissible to an Officer of the Central Government of equivalent rank under the Transfer T.A. Rules of the Central Government deeming the appointment of the appointee as on transfer in the public interest.

If the appointee is required to travel in the interests of Institute work, he shall be entitled to travelling allowance on the scale provided for in the T.A. Rules of the Institute in force from time to time. Similarly, the appointee shall be entitled to leave travel concession for visiting his home town as per the Rules of the Institute.

(12) Any amount received by the appointee from books and articles published by him at his cost shall be left to him as an encouragement for continuing his work in that line. He would also be allowed to do consultancy and retain benefits of the same as per rules laid down by the Board from time to time.

(13) The services of appointee may during the period of contract, be terminated by the Institute at any time by three calendar months notice in writing given at any time during service under this contract without any cause assigned. Provided always the Institute may in lieu of the notice herein provided to give the appointee a sum equivalent to the amount of his basic pay for three months.

The appointee may terminate his service by giving to the Institute three calendar months notice in writing.

(14) The appointee will be allowed the status of Professor of.....to take part in teaching and research in the Department of.....subject to his convenience.

(15) In respect of any matter for which no provision has been made in this agreement the appointee will be governed by the said Institute of Technology Act, 1961 or any modification thereof for the time being in force and the Statutes made thereunder for time being in force.

IN WITNESS WHEREOF on the day and the year first above written, the Chairman of the Board of Governors of the Institute has hereinto set his hand and the appointee has hereinto set his hand.

Signed and delivered for the
Indian Institute of Technology
.....by the Chairman, Board
of Governors of the Institute.

Chairman,
Board of Governors,
Indian Institute of
Technology.....

In the presence of Signature of witnesses with addresses.

Signed and delivered by the said
appointee in the presence of
Signature of witnesses with
addresses.

Director
I.I.T.....

1. _____

2. _____
