

Item No. 5 ACADEMIC MATTERS-

5: 1 Statutes, Ordinances, Regulations & Rules-

- (vi) Amendment of Clause(4) of Statutes 2(a)  
on the terms and conditions of service  
of the Vice-Chancellor.

The Executive Council in its 93<sup>rd</sup> meeting had appointed a Committee consisting of the following members to recommend any specific conditions for additional facilities to be extended to the Vice- Chancellor. The Committee met on 14<sup>th</sup> September, 1998 and has recommended certain modifications and additions to the Model Ordinance as placed at Annexure 'A'.

|                       |          |
|-----------------------|----------|
| 1. Prof. IS Khaidem   | Chairman |
| 2. Prof. AL Verma     | Member   |
| 3. Prof. AC Mohapatra | Member   |

The matter is placed before the Council for consideration.

ANNEXURE 'A'

**MODEL ORDINANCE  
ON THE TERMS AND CONDITIONS OF THE SERVICE  
OF THE VICE-CHANCELLOR.**

(Statute 2 (a) (4) of the Schedule to the NEHU Act, 1973)

**Existing Clause**

1. The Vice-Chancellor shall receive a fixed pay of Rs.7600 per month plus other allowances as admissible from time to time. If he assumes his charge after attaining the normal age of superannuation and is receiving pension due to his past services, then either his pay and allowances will be reduced by the gross amount of his pension amount prior to commutation or the payment of pension shall be held in abeyance up to the date of his relinquishing charge of the post of Vice-Chancellor. On the other hand, if he assumes charge after attaining the normal age of superannuation and he was on a non-pensionable post, his gross pension equivalent of retirement benefits will be reduced from the pay and allowances admissible for the post of Vice-Chancellor.

2. During his tenure of office, the Vice-Chancellor shall be entitled to have a rent free furnished residential accommodation maintained by the University.

3. The Vice-Chancellor shall be entitled to use a University vehicle for official purposes. He will pay such amount for use of the vehicle as may be prescribed by the Government for its vehicles for

**Proposed Amendment**

1. The Vice-Chancellor shall receive a salary as fixed by the GOI/UGC from time to time plus other allowance as admissible from time to time. If he assumes his charge after attaining the normal age of superannuation and is receiving pension due to his past services, then either his pay and allowances will be reduced by the gross amount of his pension amount prior to commutation or the payment of pension shall be held in abeyance up to the date of his relinquishing change of the post of Vice-Chancellor. On the other hand, if he assumes charge after attaining the normal age of superannuation and he was on a non-pensionable post, his gross pension equivalent of retirement benefits will be reduced from the pay and allowances admissible for the post of Vice-Chancellor.

2. During his tenure of office, the Vice-Chancellor shall be entitled to have a rent free furnished residential accommodation maintained by the University.

3. The Vice-Chancellor shall be entitled to use a University vehicle for official purposes. The Vice-Chancellor shall also be eligible to use the University vehicle for private purposes and for such

use by Government officers on a monthly basis. The Vice-Chancellor shall also be eligible to use the University vehicle for private purposes and for such journeys he will be liable to pay such charges as are prescribed by the Government for private use of Government vehicle by officers on the basis of kilometres involved in private use.

4. The Vice-Chancellor shall be eligible to opt for the general Provident Fund-Pension-Gratuity Scheme of the University if he has not attained the normal age of superannuation prior to commencement of his tenure and provided he has been eligible for pension scheme as an employee of a Central/ State Government or a Central/ State autonomous body or a Central/ State University before joining as Vice-Chancellor. If he opts to join GPF-cum-Pension-cum-Gratuity Scheme of the University, the Vice-Chancellor shall be entitled to the benefit of combining his past services with the services as Vice-Chancellor up to the normal age of superannuation for the purpose of pension. For this purpose the University will receive pension/contributory provident fund liability from the previous organisations. The period of service rendered by him in the University beyond the normal age of superannuation shall not qualify for the purpose of pensionary benefits. The pension-cum-gratuity benefits shall be payable only from the date of his relinquishing the post of the Vice-Chancellor. If the Vice-Chancellor assumes his office either after superannuation or superannuates during the tenure, he shall be entitled to join Contributory Provident Fund-Gratuity Scheme from the date of his joining the post if already superannuated or the date of his superannuation during the tenure as applicable.

journeys he will be liable to pay such charges as are prescribed by the Government for private use of Government vehicle by officers on the basis of kilometres involved in private use.

4. The Vice-Chancellor shall be eligible to opt for the general Provident Fund-Pension-Gratuity Scheme of the University if he has not attained the normal age of superannuation prior to commencement of his tenure and provided he has been eligible for pension scheme as an employee of a Central/State Government or a Central/ State autonomous body or a Central/ State University before joining as Vice-Chancellor. If he opts to join GPF-cum-Pension-cum-Gratuity Scheme of the University, the Vice-Chancellor shall be entitled to the benefit of combining his past services with the services as Vice-Chancellor up to the normal age of superannuation for the purpose of pension. For this purpose the University will receive pension/contributory provident fund liability from the previous organisations. The period of service rendered by him in the University beyond the normal age of superannuation shall not qualify for the purpose of pensionary benefits. The pension-cum-gratuity benefits shall be payable only from the date of his relinquishing the post of the Vice-Chancellor. If the Vice-Chancellor assumes his office either after superannuation or superannuates during the tenure, he shall be entitled to join Contributory Provident Fund-Gratuity Scheme from the date of his joining the post if already superannuated or the date of his superannuation during the tenure as applicable.

5 (a) The Vice-Chancellor shall be entitled to leave on full pay @ 30 days in a calendar year. The leave shall be

5 (a) The Vice-Chancellor shall be entitled to leave on full pay @ 30 days in a calendar year. The leave shall be credited to his account in advance in two half yearly instalments of 15 days each on the first day of January and first day of July every year; provided that if the Vice-Chancellor assumes/relinquishes charge of the office of Vice-Chancellor during the currency of a half year, the leave shall be credited proportionately at the rate of  $21/2$  days for each completed month of service.

(b) The leave at the credit of the Vice-Chancellor at the close of the previous half year shall be carried forward to the new half year, subject to the condition that the leave so carried forward plus the credit for that half year does not exceed the maximum limit of 240 days.

(c) The Vice-Chancellor on relinquishing the charge of his office shall be entitled to receive a sum equivalent to the leave salary admissible for the number of days of leave on full pay due to him at the time of his relinquishment of charge subject to a maximum of 240 days including encashment benefit availed of elsewhere.

(d) The Vice-Chancellor shall also be entitled to half pay leave at the rate of 20 days for each completed year of service. This half pay leave may only be availed of as commuted leave on full pay on medical certificate : When commuted leave is availed, twice the amount of half pay leave shall be debited against half pay leave due.

(e) The Vice-Chancellor shall also be entitled to avail himself extra ordinary leave without pay for a maximum period of three months during full term of five years on medical ground or otherwise.

credited to his account in advance in two half yearly instalments of 15 days each on the first day of January and first day of July every year; provided that if the Vice-Chancellor assumes/relinquishes charge of the office of Vice-Chancellor during the currency of a half year, the leave shall be credited proportionately at the rate of  $21/2$  days for each completed month of service.

(b) The leave at the credit of the Vice-Chancellor at the close of the previous half year shall be carried forward to the new half year, subject to the condition that the leave so carried forward plus the credit for that half year does not exceed the maximum limit as prescribed by GOI from time to time.

(c) The Vice-Chancellor on relinquishing the charge of his office shall be entitled to receive a sum equivalent to the leave salary admissible for the number of days of leave on full pay due to him at the time of his relinquishment of charge subject to a maximum of the number of days as prescribe by the GOI from time to time.

(d) The Vice-Chancellor shall also be entitled to half pay leave at the rate of 20 days for each completed year of service. This half pay leave may only be availed of as commuted leave on full pay on medical certificate : When commuted leave is availed, twice the amount of half pay leave shall be debited against half pay leave due.

(e) The Vice-Chancellor shall also be entitled to avail himself extra ordinary leave without pay for a maximum period of three months during full term of five years on medical ground or otherwise.

6. The Vice-Chancellor shall be reimbursed the actual expenditure incurred while on official tour in

6. The Vice-Chancellor shall be entitled to all other benefits such as medical Attendance and leave travel Concession as admissible to other University employees.

7. The Vice-Chancellor shall be entitled to Travelling Allowance on Transfer on his appointment as Vice-Chancellor and after relinquishment of his charge.

addition to the TA/DA entitled as per rules.

7. Further, if in case accommodation as per entitlement of the staff accompanying the Vice-Chancellor is not available, the Vice-Chancellor may provide them accommodation and other facilities which will be reimbursed to him and the staff shall be entitled to ¼ DA only.

8. In addition to the other staff allotted to the official residence of the Vice-Chancellor, the Vice-Chancellor shall be entitled to a personal orderly.

9. The Vice-Chancellor shall be entitled to all other benefits such as medical Attendance and leave travel Concession as admissible to other University employees.

10. The Vice-Chancellor shall be entitled to Travelling Allowance on Transfer on his appointment as Vice-Chancellor and after relinquishment of his charge.

- (iii) Report of the Committee appointed by the Executive Council to frame the Statutes and Ordinances on the Appointment, Powers and Functions of the Chief Proctor/ Proctors.

EC:98:98:5:1:(iii): The Council considered the recommendations of the Committee appointed by it on the appointment, powers and functions of the Chief Proctor/ Proctor and RESOLVED to accept the recommendations of the Committee.

- (iv) Report of the Committee appointed by the Executive Council to examine the Jurisdiction of the Executive Council / Academic Council Vis-a-Vis Academic matters.

EC:98:98:5:1:(iv): The Council considered the recommendations of the Committee appointed by it to examine the jurisdiction of the Executive Council/ Academic Council Vis-a-vis Academic matters and RESOLVED to approve the same in principle but the matter be referred to the Academic Council with the proposed amendment of Clause 4 (c) of Ordinance OA 7 .

- (v) Regulation on the Deans' Committee.

EC:98:98:5:1:(v): The Council considered the draft Regulation under Ordinance OB 4 on the Deans Committee and RESOLVED to approve the same as per Annexure 'B'.

- (vi) Amendment of Clause (4) of Statute 2(a) on the terms and conditions of service the Vice- Chancellor.

EC:98:98:5:1:(vi): The Council considered the proposal for additional facilities to be extended to the Vice- Chancellor and RESOLVED to approve the same and further RESOLVED that Clauses 6, 7 and 8 of the proposed facilities be enforced by an executive order.

- (vii) Amendment of Ordinance OD 5 on Representation of the Post Graduate Students of the University on the Academic Council.

EC:98:98:5:1:(vii): The Council considered the proposed amendment to Clause 2 of Ordinance OD 5 as recommended by the Committee appointed by the Academic Council and RESOLVED to approve the same.