

PROFORMA OF AGREEMENT WITH PRINCIPAL

Agreement made this _____ day of _____ 20____ between _____
_____ of the first part (hereinafter called the Principal) and the
_____ (hereinafter called the Managing
Committee) of _____ through the Chairman of the
second part.

Whereas the Managing Committee has engaged the party of the first part to serve the college as Principal subject to the conditions hereinafter contained.

Now this agreement witnesseth that the party of the first part and the Managing Committee hereby contract and agree as follows:-

1. That the agreement shall begin from _____ day of _____ 20____ and shall be determinable as hereinafter provided.
2. That the Principal is employed, in the first instance, on probation for two years, in the pay scale of Rs _____ and shall be paid monthly salary of Rs _____. The period of probation may be extended by the Managing Committee, in very special cases, but the total period of probation shall, in no case, exceed three years. If on or before the expiry of the period of probation, the Principal is not informed that his/her services are no longer required, he/she will be ipso facto taken as confirmed.
3. That the said monthly salary is due on the first day of the month following that for which it is earned and the Managing Committee shall pay it to the Principal not later than the seventh of each month.
4. That the Principal will be entitled to the benefits of the Contributory/General Provident Fund and leave in accordance with the provisions of the Statutes of the University/norms of the State Government.
5. That the age of superannuation will be _____ years. The date of birth of the Principal is _____ as is evident from the High School Certificate produced by him/her.
6. That the Principal shall perform all such duties pertaining to the office of the Principal of an affiliated/ constituent college/institution and shall be responsible for the due discharge of all such duties. The Principal shall be solely responsible for the internal arrangement and discipline of the said college/institution including such matters as selection of Text-books in consultation with the Head of the Department concerned, arrangement of _____ time-table, allocation of duties to all the members of the staff, grant of leave to the staff, appointment, promotion, control and removal of the inferior staff such as Class IV employees, etc., grant of Free-ship and Half free-ship to students within the number sanctioned by the Managing Committee, control of the hostel(s) attached to the _____ through the warden, admission, promotion and punishment of students, organization of games and other activities. He/she shall administer the games fund and other similar funds such as Reading Room Fee / Fund, Examination or Magazine Fund, etc., with the help of a Committee constituted by him/her and in accordance with Regulations /norms prescribed by the University and subject to audit and scrutiny of accounts by the Managing Committee. He/she shall have all powers necessary for the purpose including power, in an emergency, to suspend members of the teaching staff pending report to and decision by the

Managing Committee. In the spheres of his/her sole responsibility he/she shall follow the directions received from the University or Government in connection with the administration of _____. In financial and other matters, for which he/she is not solely responsible, the Principal shall follow the directions of the Managing Committee as issued to him/her through the Secretary. All instructions by the Managing Committee or the Secretary to the members of the staff shall be issued through the Principal and no member of the staff shall have a direct approach to any member of the Managing Committee except through the Principal. The Principal shall have all necessary powers of control and discipline in regard to the clerical and administrative staff, including the power to withhold increment(s). All appointments in the office of the Principal shall be made with his/her concurrence.

7. That the Principal shall devote his/her whole-time to the duties of his/her appointment and shall not engage, directly or indirectly, in any trade or business or write notes on books prescribed or recommended for the examinations of this University or take up any occupation which in the opinion of the Managing Committee is likely to interfere with the duties of his/ her appointment, without the sanction of the Managing Committee.
8. That the Principal shall be an ex-officio member-Secretary of the Selection Committee in case of selection of Assistant Professors and equivalents and Secretary for other higher positions.
9. After confirmation, the services of the Principal can be terminated on one or more of the following grounds and with prior permission of the Vice-Chancellor:-
 - (a) willful neglect of duty;
 - (b) misconduct; including disobedience to the orders of the Managing Committee passed in accordance with the terms of the agreement and the Statutes and Regulations of the University;
 - (c) breach of any of the terms of contract;
 - (d) physical or mental unfitness;
 - (e) incompetence;
 - (f) favours obtained from any quarter

Provided that the plea of incompetence shall not be used against the Principal after confirmation.

10. That the services of the Principal shall not be terminated except by a resolution of the Managing Committee passed at a meeting of the Committee expressly called for the purpose and attended by at least two-third of the total membership and such resolution to be effective must be passed by two-third majority of the members present.
11. That before such a resolution is passed, the Principal shall be acquainted in writing with the ground or grounds on which it is proposed to remove him/her from service and he/she shall be given enough time (not less than fifteen days) to submit his/her explanation which shall be duly considered by the Managing Committee before the decision of the removal is taken. The Principal shall also have the right to be personally present at the meeting of the Managing Committee to explain his/her case, but he/she shall withdraw from the meeting when the vote is taken.
12. That the resolution of the Managing Committee removing the Principal shall operate only when approved by the Vice-Chancellor.

- 13. Except when termination of service has taken place under sub-clause (a), (b) or (c) of Clause 9 above neither the party of the first part nor the party of the second part shall terminate this Agreement except by giving to the other party three calendar months' notice in writing or by paying to the other party a sum equivalent to thrice the monthly salary, which the party of the first part is then earning. The period of notice referred to above does not include the summer or winter vacation or any part thereof.
- 14. That any dispute, arising in connection with Clause 9 of this contract between the Managing Committee shall be referred to by the aggrieved party to the University for the appointment of a Tribunal consisting of one member nominated by the Managing Committee of the College/institution_____, one member nominated by the Principal concerned and an Umpire (not connected with the institution) nominated by the Syndicate of the University. The decision of the Tribunal shall be final. In all other disputes, the decision of the Vice-Chancellor shall be final.
- 15. If the Principal is not in the station at the time when any notice ought to be given to him/ her in accordance with any of the provisions of this agreement, such notice may be sent to him/her by registered post to his/her address, if known, and a notice so posted (whether ever delivered or not) shall have effect from the day when it would have reached him/her in the ordinary course of the post. If the Principal leaves the station without leaving any address, a decision or resolution of the Managing Committee passed not less than fourteen days after the date when notice would have been given to him/her, if he/she had been in station, shall be effective whether the Principal gets notice of it or not.

In witness whereof the parties hereto hereby sign this deed this _____ day of _____ 199__.

On behalf of the Managing Committee by_____

By the Principal_____

In the presence of :

Witness.(1) _____

Address:_____

Witness (2) . _____

Address:_____

PROFORMA OF AGREEMENT WITH TEACHERS

Agreement made this _____ day of _____ 199 _____ between _____ of the first part and the Managing Committee of the _____ through the Principal/Secretary of the second part.

Whereas the _____ has engaged the party of the first part to serve the _____ as _____ subject to the conditions and upon the terms hereinafter contained, now this Agreement witnesseth that the party of the first part and the _____ hereby contract and agree as follows:-

1. That the engagement shall begin from the _____ day of _____ 19 _____ and shall be determinable as hereinafter provided.
2. That the party of the first part is employed, in the first instance, on probation for two years, in the pay scale of Rs. _____ and shall be paid a monthly salary of Rs. _____. The period of probation may be extended by the party of the second part in very special cases, but the total period of probation shall, in no case exceed three years, If on or before the expiry of the period of probation, the party of the first part is not informed that his/her services are no longer required, he/she will be ipso facto taken as confirmed.
3. That the said monthly salary is due on the first day of the month following that for which it is earned and the party of the second part shall pay it to the party of the first part not later than the seventh of each month.
4. That the party of the first part will be entitled to the benefit of the Provident Fund and leave in accordance with the provisions of the Statutes of the University.
5. That the age of superannuation will be _____ years. The date of birth of the party of the first part is _____ as is evident from his/her High School Certificate produced by him/her.
6. That the party of the first part shall devote his/her whole- time to the duties of his/her appointment and shall not engage, directly or indirectly, in any trade or business, or write notes on books prescribed or recommended for the examinations of this University or take up any occupation which in the opinion of the Principal, is likely to interfere with the duties of his/her appointment, without the sanction of the Managing Committee.
7. That the party of the first part shall not make a representation to the University or to any member of the Managing Committee except through the Principal, who shall forward it to higher authorities.
8. That the party of the first part shall, in addition to the duties prescribed in Statute 8.2 (of the set of Statutes governing affiliation of colleges and other institutions) perform such duties as may be entrusted to him/her in connection with the internal administration of the _____.
9. After confirmation, the services of the party of the first part can be terminated only on one or more of the following grounds:-
 - (a) wilful neglect of duty;

- (b) misconduct including disobedience of the orders of the Principal;
- (c) breach of any of the terms of contract;
- (d) physical or mental unfitness;
- (e) incompetence;
- (f) favour obtained from any quarter

Provided that the plea of incompetence will not be used against the party of the first part after confirmation.

(f) abolition of the post with prior approval of the Vice-Chancellor.

10. Except when termination of service has taken place under sub-clause (a), (b) or (c) of Clause above, neither the party of the first part nor the party of the second part shall terminate this agreement, except by giving to the other party three calendar months notice in writing or by paying to the other party a sum equivalent to thrice the monthly salary, which the party of the first part is then earning. The period of notice referred to above does not include the summer or winter vacation or any, part thereof.
11. That the decision of the Managing Committee to dismiss the party of the first part shall not take effect unless it has been approved by the Vice-Chancellor.
12. That any dispute, arising in connection with Clause 9 of this contract between the party of the first part and the party of the second part, shall be referred by the aggrieved party to the University for the appointment of a Tribunal consisting of one member nominated by the Managing Committee of the _____, one member nominated by the party of the first part and an Umpire (not connected with the institution) appointed by the Syndicate of the University. The decision of the Tribunal shall be final. In all other disputes, the decision of the Vice-Chancellor shall be final.
13. If the party of the first part is not in the station at the time when any notice ought to be given to him/her in accordance with any of the provisions of this agreement, such notice may be sent to him/her by registered post to his/her address, if known, and a notice so posted (whether ever delivered or not) shall have effect from the day when it would have reached him/her in the ordinary course of the post. If the party of the first part leaves the station without leaving any address, a resolution or the decision of Managing Committee, passed not less than fourteen days after the date when notice would have been given to him/her, if he/she had been in the station, shall be effective whether the party of the first part gets notice of it or not.

In witness whereof the parties hereto hereby sign this deed on this ___ day of _____ 20 __.

On behalf of the Managing Committee by _____

The party of the first part _____

in the presence of:

Witness (1) _____

Address _____

Witness (2) _____

Address _____
