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Ordinance 1(I)

EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE SHAIKHUL JAMIA (VICE-CHANCELLOR)

1. The Shaikhul Jamia (Vice-Chancellor) shall receive a salary as follows:

(1)	Pay	:	As notified by the University Grants Commission from time to time.
(2)	Dearness and other/Allowances	:	As notified by the Govt. of India University Grants Commission from time to time

2. The Shaikhul Jamia (Vice-Chancellor) shall be entitled to the benefits of the Contributory Provident Fund of the University.

3. The Shaikhul Jamia (Vice-Chancellor) shall be entitled to Leave Travel Concession, as approved by the University from time to time.

4. The Shaikhul Jamia (Vice-Chancellor) shall be entitled to the reimbursement of medical expenses incurred on the medical treatment of himself and his family members obtained for the Private OPD/Private Wards of any approved Hospital/Nursing Home approved by the University.

5. The Shaikhul Jamia (Vice-Chancellor) shall be entitled to the reimbursement of the expenses on account of T.A., D.A. for himself/herself and his/her family members and transportation of personal effects (inclusive of that of his/her family) from his/her home town to New Delhi and back on his/her assuming office and relinquishing it on the expiry of his/her tenure.

6. The Shaikhul Jamia (Vice-Chancellor) shall be entitled to receive Travelling Allowance at the rates prescribed by the relevant Ordinances.

7. Leave:

(1) (a) The Shaikhul Jamia (Vice-Chancellor) shall, during the tenure of his office, be entitled to Leave on Full Pay at the rate of 30 days in a calendar year. The Leave shall be credited to his account in advance in two half-yearly installments of 15 days each on the first day of January and the first day of July every year.

Provided that if the Shaikhul Jamia (Vice-Chancellor) assumes or relinquishes the charge of the office of the Shaikhul Jamia (Vice-Chancellor) during the currency of a half year, the Leave shall be credited proportionately at the rate of 2 1/2 days for each completed months of service.

(b) The Leave at the credit of the Shaikhul Jamia (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 300 days.

(c) The Shaikhul Jamia (Vice-Chancellor), on relinquishing the charge of his/her office, shall be entitled for the number of days 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 300 days, including encashment benefit availed of elsewhere.

(d) The Shaikhul Jamia (Vice-Chancellor) shall also be entitled to Half-Pay Leave at the rate of 20 days for each completed year of service. The Half-Pay Leave may only be availed of as Commuted Leave is availed, twice the amount of Half-Pay Leave shall be debited against the Half-Pay Leave due.

(e) The Shaikhul Jamia (Vice-Chancellor) shall also be entitled to avail himself of Extra-Ordinary Leave without pay for a maximum period of three months during the full term of five year on medical grounds or otherwise.

(2) In case the Shaikhul Jamia (Vice-Chancellor) is appointed for a further term, the leave period mentioned above, shall apply separately to each term.

(3) During the period of such Leave, the Shaikhul Jamia (Vice-Chancellor) shall be entitled to the same Salary, Honorarium and Allowances and such other facilities of services as may have been provided.

(4) In the case of any absence of the Shaikhul Jamia (Vice-Chancellor) occasioned by any call by the Central or State Government, or Public Service, or on Deputation on behalf of the University for any public purpose, the period, so spent shall be treated on duty .

(5) Where an employee of the University is appointed as Shaikhul Jamia (Vice-Chancellor), he/she shall be allowed to avail himself of any Leave at his credit before his/her appointment as Shaikhul Jamia (Vice-Chancellor). Similarly, on his/her relinquishing the post of the Shaikhul Jamia (Vice-Chancellor) and in the event of his/her re-joining his/her old post, he/she shall be entitled to carry back the Leave at his/her credit to the new post.

8. If a person, employed in another Institution, is appointed Shaikhul Jamia (Vice-Chancellor) on Deputation, he/she shall be entitled to Salary. Allowances, Leave and leave Salary as per Deputation Rules of the Institution to which he/she was entitled prior the his/her appointment as Shaikhul Jamia (Vice-Chancellor) and till he/she continues to hold his/her lien on this post. The University shall also pay Leave Salary, Provident Fund, Pension Contributions to the Institution, where he/she is permanently employed, as admissible under the Rules.

9. Amenities:

(1) The Shaikhul Jamia (Vice-Chancellor) shall be entitled to have a water, power and rent-free furnished residential accommodation with such furniture, as may be approved by the University. The premises of his/her lodging will be maintained by the University.

(2) If the Shaikhul Jamia (Vice-Chancellor) resides in his/her own house, he/she shall be entitled to a house rent Allowances as per rules. In addition, the Shaikhul Jamia (Vice-Chancellor) shall also be entitled to a monthly allowance of Rs. 2000/- in lieu of a free furnished house.

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(3) The Shaikhul Jamia (Vice-Chancellor) shall be entitled to the facility of a free official car. He shall also be entitled to free telephone (with STD) service at his/her residence.

(4) The Shaikhul Jamia (Vice-Chancellor) shall also be entitled to one cook, an attendant and a bearer at his/her residence.

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Ordinance 2(II)

EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE NAIB SHAIKHUL JAMIA (PRO-VICE-CHANCELLOR)

1. The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall receive a salary as follows:

(i)	Pay	:	As notified by the University Grants Commission from time to time
(ii)	Dearness and other Allowances	:	As notified by the Govt. of India/University Grants Commission from time to time.

2. The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall be entitled to the benefits of the Contributory Provident Fund of the University:

   Provided that where an employee of this university or any other Institution is appointed as Naib Shaikhul Jamia (Pro-Vice-Chancellor), he/she shall continue to be governed by the same retirement benefit scheme, (namely general provident fund/contributory provident fund/pension/gratuity) to which he was entitled prior to his appointment as Naib Shaikhul Jamia (Pro-Vice-Chancellor), and till he/she continues to hold his/her lien on that post.

3. The Naib Shaikhul-Jamia (Pro-Vice-Chancellor) shall be entitled to leave travel concession, as provided by the university.

4. The Naib Shaikhul-Jamia (Pro-Vice-Chancellor) shall be entitled to the reimbursement of medical expenses incurred on the medical treatment of himself/herself and his/her family members obtained from the private OPD/private Wards of any hospital or nursing home approved by the university.

5. The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall be entitled to reimbursement of the expenses on account of TA, DA for himself and his family members and transportation of personal effects from his home town to New Delhi and back on his assuming office and relinquishing it on the expiry of the term.

6. The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall be entitled to receive Travelling Allowances at the rates prescribed by the relevant Ordinances of University.

7. The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall be entitled to have water, power and rent-free furnished residential accommodation. The premises of his/her lodging will be maintained by the University.

8. The Naib Shaikhul-Jamia (Pro-Vice-Chancellor) shall be entitled to the facility of a staff car for journeys performed between Office and his/her residence. He shall also be entitled to free telephone service at his residence.

9. The Naib Shaikhul-Jamia (Pro-Vice-Chancellor) shall also be entitled to an attendant bearer at his/her residence.

10. Leave:

    (1) The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall be entitled to Leave on full Pay at the rate of 30 days in a calendar year. The leave shall be created to his/her account *in* advance *in* two half-yearly installments of 15 days on the first day of January and the first day of July every year.

Provided that if the Naib Shaikhul Jamia (Pro- Vice-Chancellor) assumes or relinquishes the charge of the office of the Naib Shaikhul Jamia (Pro- Vice-Chancellor) during the currency of a half year the leave shall be credited proportionately at the rate of two and a half days for each completed month of service.

(2) The Leave at the credit of the Naib Shaikhul Jamia (Pro-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 the credit for that half year, does not exceed the maximum limit of 300 days.

(3) The *Naib* Shaikhul Jamia (Pro-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 300 days, *in*cluding encashment benefits availed of elsewhere.

(4) The Naib Shaikhul-Jamia (Pro-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 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 the Half-Pay Leave due.

(5) The Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall also be entitled to avail himself of Extra-Ordinary Leave without pay for a maximum period of three months during the full term of his office on medical ground or otherwise.

(6) In case the Naib Shaikhul Jamia (Pro-Vice-Chancellor) is appointed for a further terms the Leave period, mentioned above, shall apply separately to each term.

(7) During the period of such Leave, the Naib Shaikhul Jamia (Pro-Vice-Chancellor) shall be entitled to the same Salary, honorarium and allowances and such other facilities of scrvices as may have been provided.

(8) In the case of any absence of the Naib Shaikhul Jamia (Pro-Vice-Chancellor), occasioned by any call by the Central or State Govenment, or Public Service, or on Deputation, on behalf of the University for any public purpose, the period, so spent, shall be treated as on duty.

(9) Where an employee of this University is appointed as Naib Shaikhul Jamia (Pro-Vice-Chancellor), he/she shall be allowed to avail himself/herself of any Leave at his/her credit before, his/her appointment as Naib Shaikhul Jamia (Pro-Vice-Chancellor). Similarly, on his/her relinquishing the above post and in the event of his/her re-joining his/her old post, he/she shall be entitled to carry back the Leave at his/her credit to the new post.

(10) If a person employed in another Institution is appointed Naib Shaikhul Jamia (Pro-Vice-Chancellor) on Deputation, he/she shall be entitled to Salary, Allowances, Leave and Leave Salary, as per Deputation Rules of the University. The University would also pay Provident Fund and Pension Contributions to the University/Institution, where he/she is permanently employed, as admissible under the Rules.

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Ordinance 3(III)

EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE MUSAJJIL (REGISTRAR)

1. The Musajjil (Registrar) shall be appointed on the basis of direct recruitment for a tenure of five years which can be renewed for a similar term by the Majlis-i-Muntazimah (Executive Council) and shall be placed in the scale of pay as recommended by the University Grants Commission and adopted by the Majlis-i-Muntazimah (Executive Council) from time to time.
2. The terms and conditions of service of the Musajjil (Registrar) shall be such, as prescribed for other non-vocational employees of the University.
3. The provisions of Statute 38 are ratified by the lamia Millia Islamia Act, 1988 shall be applicable to Musajjil (Registrar).
4. If the services of the Musajjil (Registrar) are borrowed from the Government or any other Organisation/Institution, the terms and conditions of his/her service shall be governed by the Deputation Rules of the University.
5. Any Musajjil (Registrar) on deputation may be repatriated earlier than the stipulated period by the Majlis-I-Muntazimah (Executive Council) on the recommendation(s) of the Shaikhul Jamia (Vice-Chancellor).
6. The Musajjil (Registrar) shall be entitled to a rent, water, power, free unfurnished residential accommodation as also a free telephone service at his/her residence. The Musajjil (Registrar) shall also be entitled to the services of an attendant/bearer at his/her residence.
7. The Musajjil (Registrar) shall be entitled to such Leave, Allowances, Provident Fund and other, terminal benefits as prescribed by the University from time to time for its non-vocational staff.
8. The Musajjil (Registrar) shall be entitled to the facility of staff car between the Office and his/her residence.

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Ordinance 4(IV)

EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE FINANCE OFFICER

1 The Finance Officer shall be appointed on the basis of direct recruitment for a tenure of five years which can be renewed for a similar term by the Majlis-i-Muntazimah (Executive Council) and shall be placed in the scale of pay as recommended by the University Grants Commission and adopted by the Majlis-I-Muntazimah (Executive Council) from time to time.

2. The Finance Officer shall receive a salary as follows: -

(i)	Pay	: As notified by the University Grants Commission from time to time.
(ii)	Dearness and other Allowances	: As notified by the Govt. of India/ University Grants Commission from time to time.

3. The Finance Officer shall be entitled to such leave and other terminal benefits as applicable to the Non-Vocational Staff of the University.

4. If the services of the Finance Officer are borrowed from the Government or any other Organisation/Institution, his/her terms and conditions of service shall be governed by the Deputation Rules of the University.

5. The Finance Officer, if appointed on Deputation, shall be entitled to Provident Fund, and such other benefits as may be prescribed in this behalf by the University from time to time for its employees.

6. The Finance Officer, if on deputation, may be repatriated earlier than the stipulated period by the Majlis-I-Muntazimah (Executive Council) on the recommendation of the Shaikhul Jamia (Vice-Chancellor).

7. The conditions of service of the Finance Officer shall be those as embodied in the Contract of Service prescribed by the University for its salaried Non- Vocational Staff.

8. The Finance Officer shall be entitled to a free telephone (without STD) service at his/her residence.

9. The Finance Officer shall be entitled to the facility of staff car between the Office and his/her residence.

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Ordinance 4-A (IV-A)

EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE CONTROLLER OF EXAMINATIONS

1. The Controller of Examinations shall be a whole time salaried officer appointed on the basis of direct recruitment as per UGC qualifications and on the recommendation of a Selection Committee constituted for the purpose for a tenure of five years. The term may be renewed for a period of five years or less by the Executive Council. The Controller of Examinations shall be placed in the pay scale framed by the UGC and adopted by the Executive Council from time to time.
2. If the Controller of Examinations is appointed on deputation basis from Government or any other Government affiliated or public institution, the terms and conditions of his/her service shall be governed by the deputation rules of Govt. of India.
3. The Controller of Examinations who is appointed on deputation may be repatriated earlier than the stipulated period by the Executive Council on the recommendations of the Vice-Chancellor.
4. When the Office of the Controller of Examinations is vacated or when the Controller of Examinations is, by the reason of illness, absence or any other cause, unable to perform the duties of his office, the duties of the Office shall be performed by such person as the Vice-Chancellor may appoint for the purpose.
5. The Controller of Examinations shall be entitled to unfurnished residential accommodation for which he/she shall pay prescribed licence fee and also mobile phone and telephone service (with STD/ISD facility) at his/her residence as per ceiling fixed from time to time.
6. The Controller of Examinations shall be entitled to the facility of car between the office and his/her residence.
7. The Controller of Examinations shall be entitled to leave, allowances and other terminal benefits as prescribed by the University from time to time for its non-vocational staff.
8. The Controller of Examinations shall retire on attaining the age of 62 years.
9. Subject to the provision of the Acts, Statutes and Ordinances, the Controller of Examinations shall perform the duties in regard to the arrangements for the conduct of examinations and such duties and functions as may be assigned to him/her from time to time by the Executive Council/Vice-Chancellor.
10. The Controller of Examinations shall be responsible for making all arrangements necessary for holding examinations and entrance tests and declaration of results. It shall be his/her responsibility to:

(a) prepare and announce in advance, calendar of examinations.

(b) ensure secrecy regarding the setting and printing of question papers.

(c) ensure the proper conduct of the examination and timely publication of the examination results.

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E.C. Resolution No. 2017(IV) 3.28, dated: 27.09.2017
Notification No. 03/JMI/L&O/RO/2017, dated: 09.11.2017

Ordinance 5(V)

LEAVE RULES APPLICABLE TO TEACHERS

1. 1. In these rules:-

(i) "Teachers" means whole time permanent teachers of the University.

(ii) Leave includes "Earned Leave", "Half-Pay Leave", "Commuted Leave, "Extra- Ordinary Leave, "Maternity Leave, and "Paternity Leave".

(iii) "Earned Leave" means leave earned on thc basis of actual service rendered including the vacations.

(iv) "Half Pay Leave" means earned in respect of completed years of service calculated according to the rules hereinafter contained. .

(iv) "Commuted Leave" means leave as provided hereinafter. .

(v) "Completed years of service" means continuous service of the specified duration under the University and includes periods spend on duty as well as on deputation with Government and leave including Extra-Ordinarily Leave, unless otherwise provided.

(2) RIGHT OF LEAVE

Leave cannot be claimed as a matter of right and when the exigencies or service so demand, leave of any description may be refused or revoked by the leave sanctioning authority.

In case a teacher is recalled to duty before the expiry of his leave. Such recall to duty shall be treated as compulsory in all cases.

(3) EARNING OF LEAVE

Except as otherwise provided in these rules, leave shall be earned by period spent on duty only.

(4) (i) Leave should always be applied on prescribed proforma and reach competent authority to grant leave, well in time. Normally application in respect of long leave such as Study Leave, Sabbatical Leave, Extra Ordinary Leave etc. during Scholastic session, shall not be entertained.

(ii) Leave should always be applied for and sanctioned before it is taken except in case of emergency and for satisfactory reasons.

(5) The leave year shall run from Ist January to the 31st December every year.

(6) The following kinds of leave would be admissible to permanent teachers:

(i) Leave treated as duty: "

Casual Leave, Special Casual Leave and Duty Leave.

(ii) Leave earned by duty.

Earned Leave, Half Pay Leave and Commuted Leave.

(iii) Leave not earned by duty:

Extra Ordinary Leave and Leave not due.

(iv) Leave not debited to leave account:

Maternity Leave, Paternity Leave, Quarantine Leave, Study Leave. Duty Leave" and Sabbatical Leave.

The Majlis-i-Muntazimah (Exectutive Council) may in exceptional cases grant, for the reasons to be recorded, any other kind of leave subject to such terms and conditions as it may deem fit to impose.

2. Casual Leave

(i) A whole time teacher of the University shall be eligible for 8 days casual leave each year for domestic and private afairs.

(ii) Casual Leave cannot be carried over to the next leave year.

(iii) Public Holidays and Sundays falling in between the Casual Leave shall not be counted as part of Casual Leave and such holidays may be pre-fixed/suffixed with casual leave.

3. Special Casual Leave

(i) Special Casual Leave not exceeding ten days in a calendar year may be granted to a teacher by the Vice Chancellor:

(a) to conduct examination of a University, Public Service Commission, Board of Examination or other similar bodies/institutions,

(b) to inspect academic institutions, or

(c) to do such other work as may be approved by the Vice-Chancellor as academic work.

Note:- In computing the ten days leave admissible the days of actual journey, if any to and from the places where such conference/ activity takes place will be excluded.

(ii) In addition, special casual leave to the extent mentioned below may also be granted:-

(a) to undergo sterilization operation (vasectomy or Selpingectomy) under family Planning Programme. Leave in this case will be restricted to six working days:

(b) to a female teacher who undergoes non-peruperal sterlisation. Leave in this case will be restricted to fourteen days.

(c) Special Casual Leave cannot be accumulated, nor it can be combined with any other kind of leave except Casual leave. It may be granted in combination with holidays or the vacation.

4. Duty Leave

(i) Duty Leave may be granted for :-

(a) attending conferences, congresses, symposia and seminars on behalf of the University or with the permission of the University.

(b) Delivering lectures in institutions and Universities at the invitation of such institutions or Universities received by this University and accepted by the Vice-Chancellor .

(c) working in another Indian or foreign University, any other agency, institution or organisation when so deputed by the University .

(d) participating in a delegation or working on a Committee appointed by the Government of India, the University Grants Commission, a sister University or any other Academic Body and for performing any other duty for the University.

(ii) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion.

(iii) The leave may be granted on full pay provided that if the teacher receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he may be sanctioned duty leave on reduced pay and allowances.

(iv) Duty Leave may be combined with earned leave, half-pay leave or extra ordinary leave.

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5. Earned Leave

(i) Earned Leave admissible to a teacher shall be :-

(a) 1/30th ofactual service including vacation plus

(b) 1/3rd of the period, if any, during which he is required to perform duty during vacation.

Note:(i) For purpose of computation of period of actual service all periods of leave except Casual, Special Casual and Duty Leave shall be excluded sanctioned under 8(ii)(a).

(ii) Earned Leave at the credit of a teacher shall not be accumulated beyond 300 days. The maximum earned leave that may be sanctioned at a time shall not exceed 60 days. Earned Leave exceeding 60 days may, however, be sanctioned in the case of higher study or training or leave on medical certificate or when the entire leave or portion thereof is spent outside India.

Provided Earned Leave taken as leave preparatory to retirement can be availed upto a maximum of 300 days. However, no permission for private employment except with Public Sector Undertaking or Government of India shall be granted.

(iii) Prefixing and suffixing holidays to leave, other than leave on medical certificate, shall be allowed automatically except in cases where for administrative reasons permission for suffixing/prefixing holidays to leave is specifically withheld. In the case of leave on medical certificate, if the day on which a teacher is certified medically fit for rejoining duty, happens to be a holiday, he shall be automatically allowed to suffix such holidays to his medical leave and such day(s) shall not be counted as leave.

(iv) When a teacher combines vacation with earned leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.

(v) In case where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not in the aggregate exceed 120 days.

(vi) "While limiting the maximum of 300 days, where the balance at credit is 294-300 days, further advance credit of 06 days on 1st January/ 1st July will be kept separately and set-off against the EL availed of during that half year ending 30th June/ 31st December. However, if the leave availed is less that 06 days, the remainder will be credited to the leave account subject to the ceiling of 300 days at the close of that half year."

6. Half Pay Leave

Half Pay Leave admissible to a permanent teacher shall be 20 days for each completed year of service. Such leave may be granted on medical certificate, from a Registered Medical Practitioner, for private affairs or for academic purposes.

Note: A completed year of service means continuous service of specified duration under the University and includes period spent, on duty as well as leave including extra ordinary leave.

7. Commuted Leave

Commuted Leave not exceeding half the amount of half pay leave may be granted on medical certificate to a permanent teacher subject to the following conditions: .

(a) Commuted leave during the entire service shall be limited to a maximum of 240 days.

(b) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.

(c) The total duration of earned leave and commuted leave taken in 'conjunction , shall not exceed 240 days at a time. Provided that no commuted leave may be granted under the provision unless the authority competent to sanction leave has reasons to believe that the teacher will return to duty on its expiry .

(d) Where a teacher who has been granted commuted leave resigns from service or at his request is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered.

Provided that no such recovery shall be made if the retirement is by reason of ill-health incapacitating the ,teacher for further service or in the event of his death.

8. Extra Ordinary Leave

(i) A permanent teacher may be granted extra ordinary leave
   (a) When no other leave is admissible; or
   (b) When other leave is admissible and the teacher applies in writing for the grant of extra ordinary leave.

(ii) Extra Ordinary Leave shall always be without pay and allowances. Extra-Ordinary-Leave shall not count for increment except.in the following cases:-
   (a) Leave taken on medical certificate:
   (b) Cases where the Shaikhul Jamia (Vice-Chancellor) is satisfied that the leave was taken due to causes beyond the control of the teacher, such as inability to join or rejoin ,duty, due to civil commotion or a natural calamity, provided that the teacher has no, other kind of leave to his credit.
   (c) Leave taken for fostering higher studies; and
   (d) Leave granted to accept an invitation to a teaching post or fellowship or research-cum-teaching post or an assignment for technical or academic work of importance.

(iii) Extra Ordinary Leave may be combined with any other kind of leave except casual leave and special casual leave provided that the total period of continuous' absence from duty on leave (including period of vacation when such vacation is taken in conjunction with leave) shall not exceed three years except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no case exceed five years in the full working life of the individual.

(iv) At no time, more than 20% of the strength of the teachers on rolls of the Department shall be allowed to avail the extra ordinary leave and study leave/ sabbatical leave.

(v) EOL granted to staff for short-term/long-term assignments in India or abroad may be regulated on Foreign Service Terms (FST) for the purpose of annual increments (notional) and terminal benefits. Pension and Leave Salary Contribution as per CCS rules shall be paid either by the employer or by the employee concerned to JMI for the period of Foreign Service mandatorily. These contributions will entitle the employee to count his/her period of Foreign Service towards pensionery benefits, annual increments and earned leave/half pay leave. However, such period of EOL will not count towards continuity of service for Sabbatical Leave Eligibility. The contribution towards Leave Salary and Pension Contribution has to be paid at the end of every financial year failing which it attracts interest asn per SR-307 (1).

9. Leave Not Due

(i) Leave not due may, at the discretion of the Shaikhul Jamia (Vice- Chancellor), be granted to a pemtanent teacher for a period not exceeding . 360 days during the entire service, out of which not more than 90 days at a time and 180 days in all

may be otherwise than on medical certificate. Such leave shall be debited against the half-pay-leave earned by him subsequently.

(ii) 'Leave not due' shall not be granted unless the Shaikul Jamia (Vice- Chancellor) is satisfied that as far as can reasonably be foreseen the teacher will return to duty on the expiry of the leave and earn the leave granted.

(iii) A teacher to whom 'Leave not due' is granted, shall not be pemtitted to tender his resignation from service so long as the debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of illness incapacitating that teacher for further service, refund of leave salary for the period of leave still to be earned may be waived by the Majlis-i-Muntazimah (Executive Council).

Provided further that the Majlis-i-Muntazimah '(Executive Council) may, in any other exceptional cases waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.

10. Maternity Leave

(i) Maternity Leave on full pay may be granted to a woman teacher for a period not exceeding 180 days, having less than two surviving children.

(ii) Maternity leave may also be granted in case of miscarriage, including abortion, subject to the condition that the total leave granted in respect of this to a woman teacher in her career is not more than 45 days, and the application for leave is supported by medical certificate.

(iii) Maternity Leave may be combined with leave of any other kind, except casual leave, but the leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.

(iv) Leave in continuation of maternity leave may also be granted in case of illness of a newly born baby, subject to production of medical certificate to the effect that the condition of the ailing baby warrants mother's personal attention and that her presence by the baby's side is absolutely necessary.

11. Paternity Leave

Paternity Leave of not exceeding 15 days may be granted to male teachers during the confinement of their wives provided, the limit is upto two children.

12. Quarantine Leave

(i) Quarantine leave is leave of absence from duty necessitated in consequence of the presence of an infectious disease in the family or household of a teacher.

(ii) Quarantine leave may be granted on medical cenificate for a period not exceeding 21 days; in exceptional cases this limit may be raised to thirty days. Any leave necessary for quarantine purpose in excess of this period shall be treated as ordinary leave. Quarantine leave may be combined with earned leave, half pay leave or extra ordinary leave.

13. Study Leave

(i) Study leave may be granted to entry-level appointees as Assistant Professor/ Assistant Librarian/Assistant Director of Physical Education and Sports (other than an Associate Professor or Professor who is otherwise eligible for sabbatical leave) after a minimum of three years of continuous service, to pursue a special line of study or research directly related to his/her work in the University or to make a special study of the various aspects of university/organization and methods of education giving full plan of work.

The paid period of study leave will be for 3 years, but 2 years may be given in the first instance, extendable by one more year, if there is adequate progress as reported by the Research Guide. Care should be taken that the number of teachers given study leave, does not exceed the stipulated percentage of teachers in any

department. Provided that the Executive Council may, in the special circumstances of a case, waive the condition of years service being continuous.

Explanation: In computing the length of service, the time during which a person was on probation or engaged as a research assistance may be reckoned provided that

(a) the person is a teacher on the date of the application; and

(b) there is no break in service.

(ii) Study leave shall be granted by the Executive Council on the recommendation of the concerned Head of the Department. The leave shall not be granted for more than three years in one spell, save in very exceptional cases in which the Executive Council is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the university.

(iii) Study leave shall not be granted to a teacher who is due to retire within five years of the date on which he/she is expected to return to duty after the expiry of study leave.

(iv) Study leave may be granted not more than twice during one's career, provided that not less than five years have elapsed after the teacher returned to duty on completion of earlier spell of Study leave. However, the maximum of study leave admissible during the entire service should not exceed five years.

While applying for study leave for the second time, the teacher shall indicate the work done during the period of earlier leave as also give details of work to be done during the proposed spell of study leave.

(v) No teacher who has been granted study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Executive Council. When the course of study falls short of study leave sanctioned, the teacher shall resume duty on the conclusion of the course of study unless the previous approval of the Executive Council to treat the period of shortfall as Extra-Ordinary leave has been obtained.

(vi) Subject to the provisions of sub-clauses (vii) and (viii) below, study leave may be granted on full pay up to two years extendable by one year at the discretion of the university.

(vii) When a teacher is awarded a fellowship/ scholarship/stipend for pursuing further studies leading to Ph.D/Post-Doctoral qualification or for undertaking research project in a higher education institution abroad, the amount of the scholarship/ fellowship shall not be linked to the recipient's pay/ salary paid to her/him by his/her parent institution. The awardee shall be paid salary for the entire duration of fellowship/ scholarship, provided of course s/he does not take up any other remunerative jobs like teaching, in the host country.

In the case of an Indian fellowship, which exceeds the salary of the teacher, the salary would be forfeited.

(viii) Subject to the maximum period of absence from duty on leave not exceeding three years, study leave may be combined, with earned leave, half- pay leave, extraordinary leave or vacation, provided that the earned leave at the credit of the teacher shall be availed of at the discretion of the teacher. When study leave is taken in continuation of vacation, the period of study leave shall be deemed to begin to run on the expiry of the vacation. A teacher who is selected to a higher post during study leave, will be placed in that position and get the higher scale only after joining the post.

(ix) A teacher granted study leave shall on his/her return and re-joining the service of the university may be eligible to the benefit of the annual increment(s) which he/she would have earned in the course of time if he/she had not proceeded on study leave. No teacher shall however, be eligible to receive arrears of increments.

(x) The period of study leave shall count as service for the purposes of retirement benefits (pension/contributory provident fund), provided that the teacher rejoins the University on the expiry of his/her study leave, and serve for the period for which the Bond has been executed.

(xi) Study leave granted to a teacher shall be deemed to be cancelled in case it is not availed of within 12 months of its sanction.

Provided that where study leave granted has been so cancelled, the teacher may apply again for such leave.

(xii) A teacher availing himself/herself of study leave shall undertake that he/she shall serve the university for a continuous period of at least three years to be calculated from the date of his/her resuming duty after expiry of the study leave.

(xiii) After the leave has been sanctioned the teacher shall, before availing himself/herself of the leave, execute a bond in favour of the university binding himself/herself for the due fulfilment of the conditions laid down in sub-clause (xiii) and (xiv) above and give security of immovable property to the satisfaction of the Finance Officer/Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or furnish security of two permanent teachers for the amount which might become refundable to the uuniversity in accordance with sub-clause (xiv) below.

(xiv) The teacher on study leave shall submit to the Registrar, six monthly reports of progress in his/her studies from his/her supervisor or the Head of the Institution. This report shall reach the Registrar within one month of the expiry of every six months of the study leave. If the report does not reach the Registrar within the specified time, the payment of leave salary may be deferred till the receipt of such report.

(xv) The teacher on study leave shall submit a comprehensive report on the completion of the study leave period. A copy of the research document/ monograph/academic paper produced during the period of study leave shall be put on the University's website.

(xvi) A teacher

a) who is unable to complete his/her studies within the period of study leave granted to him/her, or

b) who fails to rejoin the service of the University on the expiry of his/her study leave, or

c) who rejoins the service of the University but leaves the service without completing the prescribed period of service after rejoining the service, or

d) who within the said period is dismissed or removed from the service by the University

shall be liable to refund to the University, the amount of leave salary and allowances and other expenses, incurred on the teacher or paid to him/her or on his/her behalf in connection with the course of study.

Explanation:

If a teacher asks for extension of study leave and is not granted the extension but does not rejoin duty on the expiry of the leave originally sanctioned, s/he shall be deemed to have failed to rejoin the service on the expiry of her/his leave for the purpose of recovery of dues under these guidelines.

Notwithstanding the above, the Executive Council may order that nothing in these guidelines shall apply to a teacher who, within three years of return to duty from study leave is permitted to retire from service on medical grounds, provided further that the Executive Council may, in any other exceptional case, waive or reduce, for reasons to be recorded, the amount refundable by a teacher under these guidelines.

14. Sabbatical Leave

(i) Permanent, whole time teachers of the university who have completed seven years of service as Lecturer Selection Grade/Reader or Professor, may be granted sabbatical leave to undertake study or research or other academic pursuit solely for the object of increasing their proficiency and usefulness to the university and higher education system.

(ii) The duration of leave shall not exceed one year at a time and two years in the entire career of a teacher .

(iii) A teacher who has availed himself/herself of study leave, would not be entitled to the sabbatical leave.

Provided further that sabbatical leave shall not be granted until after the expiry of five years from the date of the teacher's return from previous study leave or any other kind of training programme.

(iv) A teacher shall, during the period of sabbatical leave, be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him/her immediately prior to his/her proceeding on sabbatical leave.

(v) A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organisation in India or abroad. He/She may, however, be allowed to accept a fellowship or a research scholarship or ad hoc teaching and research assignment with honorarium or any other form of assistance, other than regular employment in an institution of advanced studies, provided that in such cases the Executive Council/Syndicate may, if it so desires, sanction sabbatical leave on reduced pay and allowance.

(vi) During the period of sabbatical leave, the teacher shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purposes of pension/contributory provided fund, provided that the teacher rejoins the university on the expiry of his/her leave.

NOTE-I: The programme to be followed during sabbatical leave shall be submitted to the university for approval along with the application for grant of leave.

NOTE-II: On return from leave, the teacher shall report to the university the nature of studies; research or other work undertaken during the period of leave.

15 (1) Commencement and Termination of Leave:

(i) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding on which duty is resumed.

(ii) Sunday or other public holidays (except vacations) may.be prefixed as well as suffixed to leave,

(iii) Teachers are normally expected to be present on the last day of the session and on the opening day of the session after a vacation. However, in exceptional or special circumstances, combination of vacations at one end might be allowed by the Shaikhul Jamia (Vice-Chancellor)to any kind of leave except casual leave,

Note:- Normally applications during Scholastic session shall not be entertained.

15 (2) RETURN TO DUTY ON EXPIRY OF LEAVE:

Except with the permission of the authority which granted the leave, no person on leave may return to duty before the expiry of the period of leave granted to him.

15 (3) COMBINATION OF LEAVE:

Except as otherwise provided in these rules, any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave.

15 (4) GRANT OF LEAVE BEYOND THE DATE OF RETIREMENT AND ON RESIGNATlON:

No leave shall be granted beyond the date on which a teacher must retire, provided that a teacher may be paid each equivalent of leave salary in respect of the period of earned leave at his credit at the time of retirement on superannuating subject to the following conditions:-

(i) The payment of cash equivalent of leave salary for earned leave shall be limited to 300 days.

(ii) In respect of a teacher who retires 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 of leave salary for earned leave, if any, at the credit of the teacher on the date of his retirement subject to a maximum of 300 days.

(iii) The cash payment will be equal to leave salary as admissible for earned leave and dearness allowance admissible on that leave salary at the rates in force on the date of retirement. No city compensatory allowance and/or rent allowance shall be payable.

The cash payment for unutilised earned leave shall be made in the manner indicated below: "

Pay admissible on the date of retirement plus dearness allowance admissible on

Number of unutilised earned leave at credit on the date of retirement subject to maximum of 300 days. that cash payment.

(iv) A teacher 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.

(v) A teacher can also avail of, as leave preparatory to retirement, a part of earned leave at his credit. In that case, he will be allowed benefits of this rule for the earned leave that remains at credit on the date of retirement in accordance with the terms and conditions stipulated in this rule-

(vi) A teacher already on leave preparatory to retirement who has been allowed to return to duty shall also be entitled to benefit under this rule on the date of retirement.

(vii) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave in the case of a teacher who retires from service on attaining the age of 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 adjustmcnt of University's dues, if any.

15 (5) Conversion of one kind of Leave into another kind:

(i) At the request of teacher of sanctioning authority may convert any kind of leave retrospectively into leave of a different kind which was due and admissible to him at the time the leave was granted, but the teacher Cannot claim such conversion as a matter of right"

(ii) The conversion of one kind of leave into another, shall be subject to adjustment of leave salary on the basis of leave finally granted to the teacher, that is to say, any amount paid to him in excess shall be recovered or any arrears due to him shall be paid.

Note:- Extra Ordinary Leave granted on medical certificate or otherwise may be converted retrospectively into leave not due subject to the provisions of Rule 9 (Leave not due).

15 (6) Rejoining of Duty on return from Leave on Medical Grounds:

A teacher who has been granted leave on medical certificate will be required to produce a medical certificate of fitness before resuming duties in such manner and from such persons as may be prescribed.

The authority competent to grant leave may in its discretion, wai ve the production of a medical certificate in case of an application for leave for a period not exceeding 3 days at a time on medical ground. Such leave shall not however, be treated as a leave on medical certificate and shall be debited against leave other than leave on medical grounds.

15 (7) Increment during Leave:

If the increment falls during leave other than casual leave or special causal 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.

l5 (8) (i) No permanent employee shall be granted leave of and kind for a continuous period exceeding three years.

(ii) When an employee does not resume duty after availing leave for continuous period of three years, or whether 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 three years his lien shall, unless the Executive Council in view of the exceptional circumstances of the case otherwise determines, be deemed to have terminated and he shall cease to be in the University service,

15 (9) Absence after expiry of Leave:

Unless the authority competent to grant leave extends the leave, a University employee who remains absent after the end of leave is entitled to no leave salary for the period of such absence and period shall be debited against his leave account ' " as though it were half pay leave, to the extent such leave is due, the period in excess of such leave due being treated as extra-ordinary leave.';

15 (10) The leave account except casual and compensatory leave shall be maintained for each teacher in the Office of the Registrar.

The order sanctioning earned leavelhalf pay leave to a teacher shall thereafter indicate the balance of such leave at his credit.

16. (a) Leave Salary:

(1) Except as provided in sub-rules (5), a teacher on earned leave is entilled to leave salary equivalent to the pay drawn immediately before proceeding on leave.

(2) A teacher on half pay leave or leave not due is entitled to leave salary' equal to half the amount specified in sub-rule(l).

(3) A teacher on commuted leave is entitled to leave salary equal to the amount admissible under sub-rule(l).

(4) A teacher on extra ordinary leave is not entitled to any leave salary.

(5) (a) A teacher who is granted leave beyond the date of retirement or quitting of service, as the case may be, shall be entitled during such leave, to leave salary as admissible under the rules in lumpsum for the entire period of such leave as one time settlement, reduced by the amount of pension and pension equivalent of other retirement benefits.

(b) Where such teacher is re-employed during such leave, the leave salary shall be restricted to the amount of leave admissible while on half pay leave and further reduced by the amount of pension and pension equivalent of other retirement benefits. Provided that it shall be open

to the teacher not to avail himself of the leave but to avail of full pension

(b) Advance of Leave Salary

(a) The advance in lieu of leave salary admissible to a teacher proceeding on leave of not less than thirty days shall include allowances as well subject to deduction on account of income tax, provident fund, house rent recovery of advance etc.

(b) In case a teacher who 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 for 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.

(c) Half Pay Leave upto a maximum of 180 days shall be allowed to be commuted during the entire service where such leave is utilised for an approved course of study i.e. a course which is certified to be in the public interest by the leave sanctioning authority.

17. Teacher appointed on probation:

A teacher, appointed as a probationer against a substantive vacancy and with definite terms of probation, shall during the period of probation be granted leave which would be admissible to him if he held his post substantively otherwise than on probation. If for any reason it is proposed to terminate the services of a probationer, any leave granted to him should not extend beyond the date on which the probationary period expires or any earlier date on which his services are terminated by the orders of the Executive Council. On the other hand, a teacher appointed 'on probation' to a post, not substantively vacant to assess his suitability to the post shall until he is substantively confirmed, be treated as a temporary teacher for purposes of grant of leave. If a person in the permanent service of the University is appointed on deputation to a higher post he shall not, during probation, be deprived of the benefit of leave rules applicable to his permanent post.

18. Temporary Teacher:

The teachers appointed on temporary basis in the Jamia are entitled to the same privileges of leave and annual increments as are given to permanent teachers.

19. Special Leave for Aggrieved Women:

In addition to the leave mentioned in Para No. 2 - 14, under the provision of the Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act 2013 , during the pendency of an inquiry, under a written request made by the aggrieved woman, the Internal Committee or the Local Committee, as the case may be, may recommend to the employer grant of leave to the aggrieved woman up to a period of three months.

The leave granted to the aggrieved woman under this section shall be in addition to the leave she would be otherwise entitled.

Annexure-I of Ordinance 5

OFFICE OF THE REGISTRAR
JAMIA MILLIA ISLAMIA
NEW DELHI-25

FORM OF BOND FOR STUDY LEAVE

Form of bond to be executed by the employees of the Jamia Millia Islamia, New Delhi, on a Non-judicial stamp paper of the value of Rs. 10/- (According to the Stamp Act, if the value of the Bond is Rs. 1000/- then the stamp would be Rs. 10/- only but if it exceeds, than a stamp of Rs. 5/- per Rs. 500/- in excess of Rs. 1000/-).

THIS BOND is executed on the _____ day of _____ two thousand _____ by Shri/Smt./Km. _____ S/o, D/o/w/o _____ (hereinafter called 'the employee') in favour of the Jamia Millia Islamia, New Delhi, being a Central University under an Act of Parliament (hereinafter called 'the Jamia'). Whereas the Jamia upon an application made by the Employee has granted to the Employee Study Leave for a period of _____ from _____ to _____ for the purpose of _____ in pursuance of Resolution no. III (A)(1) passed by the Majlis-i-Muntazimah (Executive Council) of the Jamia in its meeting held on 5.4.99. And whereas the Employee has agreed to accept the said leave on the terms, and conditions laid down by the Jamia under para 13 of Ordinance LIII, as applicable NOW IT IS HEREBY CONVENANTED BY THE EMPLOYEE as follows:-

1. That the Employee availing himself/herself of Study Leave undertake that he/she shall serve the Jamia for a continuous period of at least three years to be calculated from the date of his/her resuming duty after expiry of the Study Leave.

2. That the employee binds himself/herself under this Bond for the due fulfillment of the conditions and give security of Immovable property to the satisfaction of the Finance Officer, or a fidelity bond of an insurance company or a guarantee of a scheduled Bank or furnish a security of two permanent teachers for the amount which shall become refundable to the University, in case of non-joining of the said employee or falls to satisfy the other imposed conditions, in facts or in law.

3. That if the Employee, who is granted Study Leave on full, half or no pay, either fails to complete his studies within the period of Study Leave or with a maximum period of 5 years or fails to rejoin the service of the Jamia on the expiry of his/her Study Leave or fails to complete the prescribed period of service after rejoining the service which he/she has covenanted to perform as Clause 1 or he/she is dismissed or removed from the service by the Jamia within the said period, then the said employee hereby binds himself/herself, his/her heirs, executors, representatives or assigns to pay back to the Jamia, the amount of leave salary and allowances and other expenses incurred on him/her or paid to

him/her behalf to others in connection with his/her course of study or research pursuit, together with the interest or such proportion thereof as the Majlis-i-Muntazimah (Executive Council) may fix in its discretion, from time to time.

4. Should the Employee be refused extension applied for and he/she does not rejoin duty on the expiry of his/her Study Leave originally sanctioned, he /she will be deemed to have failed to rejoin the service of the Jamia on the expiry of his/her Study Leave for the purpose of recovery of the amount payable to the Jamia under this Bond.

In witness thereof the Employees puts his/her signature to this Bond on the day aforesaid

_____

Employee

Name: _____

S/o, D/o, W/o_____

RO _____

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_____

In the presence of the Officer of the Jamia

In the presence of :

_____

Musajjil (Registrar), Jamia Millia Islamia
Jamia Nagar, New Delhi
(Stamp)

Witnesses:

1. Name : _____
   S/o, D/o, W/o _____
   R/o _____

2. Name:_____
   S/o, D/o, W/o _____
   R/o _____

Annexure-II of Ordinance 5

F O R M O F S U R E T Y B O N D

KNOW ALL MEN BY THESE PRESENTS THAT I, _____ son of _____ permanently resident of _____, permanently resident of _____, presently resident of _____, employed as _____ with _____ in the present scale of Rs. _____ (hereinafter called the 'Surety') am held and firmly bound up to the Jamia Millia Islamia, a Central University created by the Jamia Millia Islamia Act, 1988 (58 of 88) acting through its Musajjil (Registrar) in the sum of an amount calculated by the Musajjil (Registrar) with interest as specified and all costs incurred, legal or otherwise, as also all expenses incurred by or occasioned by the Jamia Millia Islamia AND I hereby voluntarily and truly bind myself, my heirs, executors, administrators and representatives firmly by these Presents putting my hand hereinbelow on this the _____ day of _____, 2000.

WHEREAS the Jamia Millia Islamia has agreed to grant/accord to _____. S/o _____ r/o employed as _____ (hereinafter called the Teacher of University/Employee of the University) at his/her own request Study Leave as per Ordinance _____ of the Jamia Millia Islamia vide an office order bearing no._____dated_____ issued by_____.

AND WHEREAS the said Teacher of the University has undertaken vide a Bond duly executed by him/her on _____, binding himself/herself for the due fulfillment of the conditions incorporated in Ordinance _____ of the University.

AND WHEREAS in consideration of the Jamia Millia Islamia having agreed to grant/accord the Study Leave to the Teacher/Employee of the University, the Surety herein has consented/agreed to execute this Bond with such conditions as are written hereunder:-

The Surety herein shall stand discharged from the obligations of this Bond if the Teacher/Employee of the Jamia Millia Islamia pays all such sums (inclusive of costs, clerkages, and expenses (legal or otherwise) as calculated by the Registrar of Jamia Millia Islamia or any other Officer authorized on his behalf for any default commissioned by the said Teacher/Employee of the University in violation of the terms and conditions of the Bond executed by him/her on _____ or non-fulfilment of the requirements of Ordinance _____.

BUT SO NEVERTHELESS that if the said Teacher/Employee of the University shall die or become insolvent or any time ceases to be in the service of the Jamia Millia Islamia or for any reason whatsoever, the whole or part of the Liability (as the case may be) imposed upon him/her by the University shall remain unpaid/unsatisfied, the same shall become immediately payable and due to the Jamia Millia Islamia by the Surety herein in one instalment by virtue of this Bond.

The obligation undertaken by the Surety herein shall not be discharged or in any way affected by an extension of the Study Leave granted to the said

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Teacher/Employee of the University whether with or without the knowledge of the Surety herein.

Signed by the Surety on this the _____ day of _____, 200

(_____)
Signature of Surety

Designation & Seal

In the present of :

1._____

2._____
(Name and Designation of the Witnesses)

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Annexure-III of Ordinance 5

F O R M O F S U R E T Y B O N D

KNOW ALL MEN BY THESE PRESENTS THAT I, _____ son of _____ permanently resident of House No. _____, street name and No. _____, employed/self employed as _____ , having Permanent Account No. _____ with the Income Tax Authorities (hereinafter called the 'Surety') am held and firmly bound up to the Jamia Millia Islamia Act, 1988 (58 to 88) action through its Musajjil (Registrar) in the sum of an amount calculated by the Musajjil (Registrar) with interest as specified and all costs incurred, legal or otherwise, as also all expenses incurred by or occasioned by the Jamia Millia Islamia AND I hereby voluntarily and truly bind myself, my heirs, executors, administrators and representatives firmly by these Presents putting my hand hereinbelow on this the _____ day of _____, 2000.

WHEREAS the Jamia Millia Islamia has agreed to grant/accord to _____ ,S/o _____ , resident of _____ , employed as _____ (hereinafter called the Teacher of the University/Employee of the University) at his/her own request Study Leave as per Ordinance LIII 13 of the Jamia Millia Islamia vide an office order bearing no. _____ dated _____ issued by _____ .

And WHEREAS the said Teacher of the University has undertaken vide a bond duly executed by him/her on _____, binding himself/herself for the due fulfillment fo the conditions incorporated in Ordinance LIII.13 of the University.

AND WHEREAS I am the true and lawful owner of immoveable property/properties the details of which are laid out hereinbelow:

Sl. No.	Description of the property the property (situate at)	estimated valuation of the property	admeasuring
1.			
2.			
3.			

(True copies of the relevant documents of the said properties are annexed herewith for the perusal and satisfaction of he Finance Officer, JMI)

AND WHEREAS in consideration of the Jamia Millia Islamia having agreed to grant/accord the Study Leave to the Teacher/Employee of the University, the Surety herein has consented/agreed to execute this Bond with such conditions as are written hereunder:-

9(i) The Surety Herein shall stand discharged from the obligations of this Bond if the Teacher/Employees of the Jamia Millis Islamia pays all such sums (inclusive of costs, clerkages, and expenses (legal or otherwise) as calculated by the Registrar of Jamia Millia Islamia or any other officer authorized on his behalf for any default commissioned by the said Teacher/Employee of the University in violation of the

terms and conditions of the Bond executed by him/her on _____ or non-fulfilment of the requirements of Ordinance _____ .

(ii) BUT SO NEVERTHELESS that if the said Teacher/Employees of the University shall die or become insolvent or any time ceases to be in the service of the Jamia Millia Islamia or for any reason whatsoever, the whole or part of the liability (as the case may be) imposed upon him/her by the University shall remain unpaid/unsatisfied, the same shall become immediately payable and due to the Jamia Millia Islamia by the Surety herein in one instalment by virtue of this Bond.

(iii) The obligation undertaken by the Surety herein shall not be discharged or in any way affected by an extension of the Study Leave granted to the said Teacher/Employee of the University whether with or without the knowledge of the Surety herein.

Signed by the Surety on this the _____ day of _____. 2000.

(_____)

Signature of Surety
Designation & Seal

In the presence of :

_____

_____

(Name and Designation of the Witness)

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(Affidavit of the Surety)

A F F I D A V I T

I, _____ son of _____, resident of _____, do hereby solemnly affirm and declare as under :

That I am the true and lawful owner of the following immoveable property/properties:

Sl.No.	Description of the property (situated at)	estimated valuation of the property	admeasuring
1.			
2.			
3.			

I affirm on oath that the said properties have not been sold, transferred, or assigned in favour of anyone whomsoever and command a good marketable title.

That I have stood surety binding myself to Jamia Millia Islamia vide a Surety Bond dated _____ and I affirm that I shall not in any way transfer/assign or part with the said properties till my Surety is duly discharged by the said University.

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(Deponent)

VERIFICATION :

Verified at New Delhi on this the _____ day of _____, 2000 that the contents of my above Affidavit are true and correct, ;no part thereof is false and nothing material has been concealed therefrom.

(Deponent)

Dated 31.5.2004

(Approved vide EC's Resolution No.10(7)

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E.C. Resolution No. 2017(IV) 3.29, dated: 27.09.2017
Notification No. 03/L&O/RO/JMI/2017, dated: 09.11.2017

ORDINANCE 6 (VI)

"Terms and Conditions of Service of Jamia Employees (other than Teachers, Registrar and Finance Officer)"

CHAPTER – I : APPLICATION AND DEFINITION

SECTION – I

1. **Extent of Application**: These rules shall apply to the Jamia employees (other than teachers).
2. **Short Title and Commencement**: These rules may be called the Terms and Conditions of Service of Jamia Employees (other than teachers).

SECTION – II

DEFINITIONS & INTERPRETATIONS

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Unless the context otherwise requires, various terms are used in the Rules in the sense as explained below:

i) Average Pay means the average monthly pay earned during the 10 complete months immediately preceding the month in which the event occurs which necessitates the calculation of average pay.

ii) Cadre means the strength of a service or a part of a service sanctioned as a separate unit.

iii) Compensatory Allowance means an allowance granted to meet personal expenditure necessitated by the circumstances in which duty is performed. It also includes travelling allowance.

iv) Duty includes (a) service on probation provided that such service is followed by confirmation; (b) joining time.

v) Fee means recurring or non-recurring payment to an employee from a source other than the funds of the University whether made directly to an employee or indirectly through the intermediary of the University.

Honorarium means recurring or non-recurring payment granted to an employee from the funds of the University as remuneration for special work of an occasional or intermittent nature.

vii) Foreign Service means service in which an employee receives his substantive pay with the sanction of the University from a source other than the funds of the University.

viii) Joining Time means the time allowed to travel to or from a station to another to join a post in case of those appointed on deputation.

ix) Leave Salary means the monthly amount paid by the University to an employee who is on leave.

x) Lien means the title of an employee to hold substantively either immediately, or on the termination of a period or periods of absence, a permanent post, including a tenure post, to which he has been appointed substantively.

xi) Month means a calendar month. In calculating a period expressed in terms of months and days, complete calendar month irrespective of the number of days in

each, should first be calculated and the odd number of days calculated subsequently.

xii) Officiating means an employee may officiate in a post when he performs the duty of a post on which another person holds a lien. An employee may also officiate in a vacant post on which no other employee holds the lien.

xiii) Pay means the amount drawn monthly by an employee as :

The pay other than special pay or pay granted in view of his personal qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity or to which he is entitled by his position in a cadre; and

special pay and personal pay.

xiv) Personal Pay means additional pay granted :

to save an employee from loss of substantive pay in respect of a permanent post, other than a tenure post, due to revision of pay or to any reduction of such substantive pay, otherwise than as a disciplinary measure; or

in exceptional circumstances on other personal consideration.

Probation means a person appointed on probation to a post for determining his fitness for eventual substantive appointment to the post.

Special Pay means an addition, of the nature of pay, to the emoluments of a post or of an employee, granted in consideration of the specially arduous nature of duties; or a specific addition to the work or responsibility.

xvii) Permanent Post means a post carrying a definite rate of pay sanctioned without limit of time.

xviii) Substantive Pay means the pay other than special pay or personal pay to which an employee is entitled to on account of a post to which he has been appointed substantively.

xix) Subsistence Grant means monthly grant made to an employee who is not in receipt of pay or leave salary.

xx) Temporary Post means a post carrying a definite rate of pay sanctioned for a limited time.

xxi) Time Scale Pay means pay, which rises by periodical increments from a minimum to a maximum.

xxii) Travelling Allowance means an allowance granted to an employee to cover the expenses which he incurs in travelling in the interest of the University.

xxiii) The University means the Jamia Millia Islamia.

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CHAPTER – II : GENERAL

SECTION - I : GENERAL CONDITIONS OF SERVICE

4. Recruitment

1) Qualifications for appointment : The qualifications for appointment to various posts in the university shall be such as may be determined by the Executive Council, from time to time

2) **Fitness :**
Appointment of persons by direct recruitment for a period for more than 12 months shall be subject to their being found medically fit by the Medical Officer of the University or any other Medical Authority authorized for the said purpose.
No person shall be appointed to any post unless the competent authority is satisfied that he possesses good character and antecedents.

3) Methods of Recruitment : Recruitment to posts will be made:-

by direct recruitment;
by promotion; and
by appointment of employees borrowed from Government Departments and other Institutions.

4) Recruitment by Promotion :

Appointment to a post in any grade by promotion shall be made, whether in a permanent or officiating capacity, from amongst employees serving in posts in the next lower grade.

Every appointment by promotion shall be on the basis of suitability, having due regard to seniori

5. Appointments :

(i) Appointments to the posts shall be made by the Executive Council on the recommendations of Selection Committees.

(ii) The age, educational and other qualifications for appointments to the posts and the methods of recruitment shall be as prescribed by the Executive Council, from time to time.

6. **Ad-hoc Appointment** :
Notwithstanding anything contained in the above rule, the Executive Council, may by a general or special order, and subject to such conditions as it may specify in such order delegate to any Officer in the University the power to make ad-hoc appointments.

7. Appointments in the place of employees dismissed, removed or reduced :

Where the employee has been dismissed, removed, or reduced from any cadre in the service, no vacancy caused thereby or arising subsequently in such cadre in the service shall be substantively filled to the prejudice of such person until the appeal, if any, preferred by him against such dismissal, removal or reduction is

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decided, and except in conformity with such decision or until the time allowed for preferring an appeal has expired, as the case may be.

8. Re-employment in service beyond the date of Retirement :

Nothing in these rules shall be construed to limit or abridge the power of the Executive Council/ Vice Chancellor to re-employ persons in the service of the University who have reached the date of retirement prescribed by the Executive Council, provided that;

Such re-employment is certified by the Vice Chancellor to be in the interest of the University.

ii) Re-employment shall not be sanctioned beyond two years after the date of retirement.

9. Employees absent from duty :

1. If any employee fails to return to duty on the expiry of his leave or remains absent without any leave having been duly sanctioned, the leave sanctioning authority shall immediately inform the Musajjil(Registrar) who shall communicate with the employee concerned demanding an explanation which shall be reported to the Majlis-I-Muntazimah and unless the Majlis-I-Muntazimah regards his explanation satisfactory, the employee concerned shall be deemed to have vacated his post.

2. In case an employee fails to submit his explanation to the Musajjil(Registrar) within three weeks from the date of expiry of the issue of the letter asking for explanation, he shall be deemed to have vacated his post and shall cease to be in the service of Jamia, unless sufficient cause for not submitting the explanation is shown to the satisfaction of the Majlis-I-Muntazimah.

SECTION - II : TENURE

10. Probation and Confirmation :

1) Every person appointed permanently to a post in the University after the commencement of these rules, whether by promotion or by direct recruitment, shall be on probation in such post for a period of one year in the first instance provided that the appointing authority may, in any individual case, extend or reduce the period of probation to such extent as it may deem necessary, the reasons thereof to be recorded in writing.

2) Where a person appointed to a post in the University on probation is, during his period of probation, found unsuitable for holding that post or has not completed his period of probation satisfactorily, the appointing authority may;

in the case of a person appointed by promotion, revert him to the post held by him immediately before such appointment; and

in the case of a person appointed by direct recruitment, terminate his services under the University without notice.

3) Every person appointed to a permanent post under the University by promotion or by direct recruitment shall, on satisfactorily completing his period of probation, be eligible for confirmation in that post.

4) No employee shall be confirmed in any post unless -

such post is permanent and no one else holds a lien on the post; and the service of the employee under the University is approved by the appointing authority.

11. <u>Temporary and permanent service</u> :

1) An employee shall be a temporary employee of the University until he is confirmed in a permanent post under the University.

2) An employee confirmed in any permanent post under the University shall be a permanent employee of the University.

12. <u>Termination of Service</u> :

1) The services of a temporary employee may be terminated by the Executive council/ Vice Chancellor without assigning reason;

at any time without notice during the period of probation following the first appointment;

at any time thereafter by a notice of one month in writing given by the appointing authority to the employee or forthwith by payment to him of a sum equivalent to the amount of his pay plus allowances for the period of the notice at the same rates of which he was drawing them immediately before the termination of his services, or as the case may be, for the period by which such notice falls short of one month.

2) The service of a permanent employee may be terminated by a notice of three months or on payment of pay plus allowances drawn by him immediately before the termination of his service for such period as the notice falls short of three months, or, without notice on payment of three months' pay plus allowances drawn by him immediately before the termination of his service, if the post in which he was confirmed is abolished.

3) An employee who is given notice of termination of service under clause (2) may be granted, during the period of notice, such earned leave, as may be admissible to him, and, where the leave so admissible and granted is more than three months, his services shall be terminated on the expiry of such leave.

13. <u>Retirement</u> :

The age of retirement of the employees shall be 60 years or as notified by the University Grants Commission and endorsed by the Majlis-I-Muntazimah (Executive Council) from time to time

Provided that an employee may be retired earlier; on his being declared medically unfit for service by a Medical Board to be appointed by the Executive Council in this behalf; or on the imposition of the penalty of compulsory retirement.

14. <u>Resignation</u> :

Subject to the acceptance of resignation by the Competent Authority, a permanent / temporary employee may, by notice of three months/ one month, as the case

may be, in writing, addressed to the appointing authority, resign from the service of the University, or by payment of salary in lieu thereof :

Provided that the appointing authority may if it deems proper in any case permit a permanent/ temporary employee, to resign from service on notice of less than three months/ one month, as the case may be.

SECTION - III : MISCELLANEOUS

15. Special provision for existing employees :

Every person holding a post under the University at the commencement of these rules shall, on such commencement, be deemed to have been appointed under the provision of these rules and shall draw the pay drawn by him immediately before such commencement.

16. Service Books and Character Rolls:

i) The university shall maintain a service book and a character roll for each employee in such form and set out such particulars as may be prescribed by the University.

ii) The entries in the service book of an employee shall be made by an authorized officer.

17. Confidential Reports:

Such officers of the University as may be prescribed by the Executive Council, shall report confidentially each year in the form prescribed by the University on work and conduct of the employee(s) who had served under them for periods not less than four months in the calendar year immediately preceding and forward their reports to the Registrar.

b) The Reviewing Officer, the next higher authority, will have the discretion to determine which unfavorable reports or portions thereof are weighty enough to be communicated to the employee reported against. All adverse entries should be communicated within a period of one month from the date of receipt of the Confidential Report in the office of the Registrar from the Reviewing Officer to the official concerned. Any representation against the adverse remarks will have to be made within two months from the date of communication of adverse remarks and would be placed before the next higher authority other than the Reviewing Officer.

18. Tests or Examinations:

University employees shall be required to pass such departmental and other tests or examinations as may be prescribed by the Executive Council. The Executive Council may also lay down rules regarding the periods within which the tests should be passed as also the consequences of not passing the tests and other related matters.

19. Residuary conditions of service:

Any matter relating to the conditions of service of an employee for which no provision is made in these rules shall be determined by the Executive Council.

20. Removal of doubts:

Where a doubt arises as to the interpretation or application of any of the provisions of these rules, the matter will be referred to the Executive Council, and its decision therein shall be final and binding.

CHAPTER – III : PAY AND ALLOWANCES

SECTION - I : PAY

21. Scale of Pay:

The scales of pay for the posts in the University service shall be as specified from time to time by the University.

22. Initial Pay:

An employee shall, on his appointment to a post on time-scale of pay, draw pay at the minimum of the time-scale unless the appointing authority decides that he shall draw pay at any higher stage:

Provided that, when such appointment is made by promotion or by direct recruitment to a higher post involving higher responsibilities:

The pay of the employee will first be increased by one increment in the lower scale, and then fixed in the higher scale at the stage next above. The employee shall, however, have the option, to be exercised in writing within a period of three months of his promotion, either to have his pay fixed in the higher scale of pay from the date of promotion or from the date on which his next annual increment falls due. The option, once exercised shall be final.

If he had previously served in the same post or in any other post under the University on the same or identical time-scale of pay, and was drawing pay higher than the pay admissible to him under clause (i) he shall draw, such higher pay, and the period of his duty in such post on each pay shall also count for purpose of increment in the higher post.

Fixation of Pay of re-employed pensioners : The initial pay of a pensioner shall be fixed as per C.C.S. (Pension Rules), as per Govt. of India's orders from time to time.

23. Increments :

Annual increment shall ordinarily be drawn as a matter of course unless it is withheld by the Registrar and/or the Vice-Chancellor/ Executive Council, if the conduct of the employee has not been good or his work has not been satisfactory.

24. Service counting for increment :

The following service shall count for increment on the time-scale of a post:

Duty in that post or in any other post of the same or higher grade, whether continuous or not.

Duty in an equivalent or higher post in foreign service.

Duty on temporary post and on probation; and,

Leave other than extraordinary leave.

Provided that the sanctioning authority may direct that extraordinary leave shall also count for increments, if it is satisfied that such leave was taken on account of illness or for any other cause beyond the control of the employee

25. Pay during suspension :

1) An employee under suspension shall, during the period of suspension, draw subsistence allowance equivalent to half the rate of pay which is admissible to him immediately before the commencement of the suspension and such

compensatory allowances admissible from time to time on the basis of pay which he was in receipt on the date of suspension, subject to fulfillment of other conditions laid down for the drawl of such allowances.

Provided that where the period of suspension exceeds three months, the authority which made or is deemed to have made the order of suspension, shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first three months as follows:

The amount of subsistence allowance may be increased by a suitable amount, not exceeding 50 per cent of the subsistence allowance admissible during the period of the first three months, if, in the opinion of the said authority, the period of suspension has been prolonged for reasons, to be recorded in writing, not directly attributable to the University employees.

The amount of subsistence allowance may be reduced by a suitable amount, not exceeding from 50% of the subsistence allowance admissible during the period of first three months, if, in the opinion of the authority, the period of suspension has been prolonged due to the reasons to be recorded in writing, directly attributable to the University employee.

The rate of dearness allowance will be based on increased or, as the case may be, the decreased amount of subsistence allowance admissible under sub-clause (i) and (ii) above.

2) No payment under sub-rule (i) shall be made unless the university employee furnishes a declaration that he is not engaged in any other employment, business, profession or vocation.

Provided that in the case of a University employee dismissed/ terminated from service or compulsorily retired from service who is deemed to have been placed or to continue to be under suspension from the date of such dismissal or termination of service or compulsory retirement (under Rule 44)of the University Non-Teaching Employees (terms and conditions of service) Rules, 2004, and who fails to produce such a declaration for any period or periods during which he is deemed to be placed or to continue to be under suspension, he shall be entitled to the amount by which his earnings during such period or periods as the case may be, fall short of the amount of subsistence allowance and other allowances that would otherwise be admissible to him; where the subsistence allowance and other allowances admissible to him are equal to or less than the amount earned by him, nothing in this provision shall apply to him.

3) The permissible deductions from the subsistence allowance will be of the following two categories:

   a) Compulsory deductions.

   b) Optional deductions.

Compulsory Deductions :

Income Tax and Super Tax (provided the employee's yearly income calculated with reference to subsistence allowance is taxable).

House Rent and allied charges, i.e., electricity, water, furniture, etc.

Repayment of loans and advances other than from Provident Fund taken from university.

Optional Deductions :

The deductions falling under this category should not be made except with the employee's written consent :

Premium due on Life Insurance Policies.

Refund of advance taken from Provident Fund : The deduction of the following nature should not be made from the subsistence allowance:

Subscription to Provident Fund.

Recovery of loss to University for which an employee is responsible.

26. Special Pay, Personal Pay, Honorarium and Fee :

The University may sanction to an employee in any special circumstances, such special pay, personal pay, honorarium or fee on such conditions as it may deem fit.

27. Drawal of Pay:

i) An employee shall be entitled to draw the pay of the post to which he is appointed from the date on which he assumes charge of the post, if joining in the forenoon of that day; otherwise, from the next working day.

ii) Pay in respect of any month shall become payable on or after the last working day of the month to which it relates.

iii) An employee resigning from the service of the University without the notice prescribed shall not, unless the Vice Chancellor directs otherwise, be allowed to draw pay due but not drawn.

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SECTION – II

28. Officiating Appointments :

When an employee goes on leave or is otherwise absent from duty, ordinarily the next employee in the same pay scale may be appointed to act or officiate against the vacant post, independently over and above his/her own duty.

Provided that the above shall not be applicable in the case of Registrar and the Finance Officer whose absence shall be regulated in terms of Statute 5(3) and 6(2) of JMI Act 1988, respectively.

Provided further that if the period of any officiating appointment continues for a period of one month or more, the employee shall be paid officiating allowances as admissible under the financial rules.

29. Pay and allowances for holding additional charge of posts:

An employee placed in charge of the duties of a higher post will receive pay in the basic pay plus $1/10^{th}$ of the minimum of the scale of pay applicable to the higher post.

No allowance will be admissible when an employee holding one post is placed in charge of the current duties of a post of equivalent status of his own basic post. The employee concerned will receive pay in his basic post only.

An employee placed in charge of the full duties of a post of status equivalent to his own basic post will receive @10% of the minimum of the scale of the post.

An employee holding one post when placed in charge of the current duties of a lower post will not receive allowance for the additional work.

An official holding one post, if entrusted with full duties of another post concurrently, he will receive the higher of the pay plus $1/5^{th}$ of the minimum of the time scale of pay of the other post. The appointment to the additional posts should be made formally. The status of the post does not affect the quantum of the emoluments; but, normally an official holding a post should not formally be appointed to hold full charge of a lower post.

Note: The additional pay or allowance will not be admissible if the period of additional charge is less than thirty days.

SECTION – III

30. Compensatory Allowances

The employees will be eligible to House Rent Allowance, City Compensatory Allowance, Travelling Allowance and other allowances as sanctioned by the University according to the rules in force from time to time.

CHAPTER IV – CONDUCT

SECTION - I

31. Interpretation :

In this chapter unless the context otherwise requires :

a) "Employee" means any person appointed by the University.

Explanation: An employee on foreign service or whose services are temporarily placed at the disposal of a University or any other authority by the University shall, for the purposes of these rules, be deemed to be an employee serving under the University, notwithstanding that his salary is drawn from sources other than the funds of the University.

b) 'Members of family' in relation to an employee includes:

i) The wife or husband, as the case may be, of the employee whether residing with the employee or not, but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a Court of competent jurisdiction.

ii) Son or daughter or step-son or step-daughter of the employee wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee, or of whose custody the employee has been deprived by or under any law.

SECTION - II : RULES

32. General :

1) Every employee shall at all times :

maintain absolute integrity;
show devotion to duty; and
do nothing which is unbecoming of an employee of the University.

2) i) Every employee, holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his control and authority;

No employee shall, in the performance of his official duties or in the exercise of powers conferred on him, act otherwise than in his best judgment except when he is acting under the direction of his official superior and shall, where his is acting under such direction, obtain the direction in writing wherever practicable and, where it is not practicable, to obtain the direction as soon thereafter as is possible.

(iii) Unless otherwise stated specifically in the terms of appointment, every whole-time employee may be called upon to perform such duties as may be assigned to him by the competent authority, beyond scheduled working hours and on holidays and Sundays.

An employee shall observe the scheduled hours of working during which he must be present at the place of his duty.

Explanation : Nothing in Clause (ii) of sub-rule (2) shall be construed as empowering an employee to evade his responsibilities, by seeking

instructions from or approval of, a superior officer or authority when such express instructions are not necessary under the scheme of delegation of power and responsibilities.

33. <u>Joining of Associations by Employees</u> :

No employee shall join, or continue to be a member of an association, the object or activities of which are prejudicial to the interests of the University or public order, decency or morality.

34. <u>Demonstration and Strikes</u> :

No employee shall engage himself or participate in any demonstration or strike which is prejudicial to the interests of the University, public order, decency or morality, or which involves contempt of court, defamation or incitement to an offence.

35. <u>Unauthorized communication of information</u> :

No employee shall except in accordance with any general or special order of the University or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or any part thereof or information to any other employee or any other person to whom he is not authorized to communicate such document or information.

36. <u>Subscription</u> :

No employee shall except with the previous sanction of the University or of the prescribed authority ask for or accept contributions to, or otherwise associate himself with the raising of any funds or other collections in cash or in kind in pursuance of any object whatsoever.

37. <u>Private Trade or employment</u> :

1) No employee shall except with the previous sanction of the University, engage directly or indirectly in any trade or business or undertake any other employment:

   Provided that an employee may, without such sanction undertake honorary work of a social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer; but he shall not undertake and shall discontinue such work if so directed by the University.

   <u>Explanation</u> : Canvassing by an employee in support of the business of insurance agency, commission agency, etc., owned or managed by his wife or any other member of his family shall be deemed to be a breach of this sub-rule.

2) No employee shall without the previous sanction of the University except in the discharge of his official duties take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956 or any other law for the time being in force or any co-operative society for commercial purposes:

Provided that an employee may take part in the registration, promotion or management of a Co-operative Society substantially for the benefit of the employees registered under the Co-operative Society Act, 1912 (2 of 1912) or any other law for the time being in force or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860) or any corresponding law in force.

3) No employee may accept any fee for any work done by him for any public body or any private person without the sanction of the competent authority.

38. Insolvency and habitual indebtedness :

An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceeding is instituted for the recovery of any debt due from him or for adjudging him as an insolvent shall forthwith report the full facts of the legal proceeding to the University.

Note : The burden of proving that the insolvency or indebtedness was the result of circumstances which, with the exercise or ordinary diligence, the employee could not have foreseen, or over which he had no control, and had not proceeded from extravagant or dissipated habits, shall be upon the employee.

39. Canvassing of non-official or other influence :
No employee shall bring or attempt to bring any political or other influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service under the University.

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CHAPTER V – PENALTIES AND APPEALS

SECTION - I

40. **Interpretation** :

In this chapter unless the context otherwise requires :

a) Appointing Authority means the authority empowered to make appointments.

b) Disciplinary Authority in relation to the imposition of penalty of any employee: means the authority competent under these rules to impose on an employee any of the penalties specified in rule 43.

c) Employees means any person in the service of the University and includes any such person on foreign service or whose services are temporarily placed at the disposal of another University or any other authority by the University; and also any person in the service of a State Government or Central Government or a local or other authority, or any other autonomous body whose services are temporarily placed at the disposal of the University.

SECTION - II : SUSPENSION

41. 1. The Registrar may suspend any of the employee(s) of the University on any of the following grounds:

a) Where a disciplinary proceeding against him is contemplated, or

b) Where a case against him in respect of criminal offence is under investigation/ enquiry or trial.

2. An employee shall be deemed to have been placed under suspension:

a) With effect from the date of his detention, if he is detained in custody, whether, on a criminal charge or otherwise, for a period exceeding forty-eight hours.

b) With effect from the date of his conviction, if, in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding forty eight hours and is not forthwith dismissed or removed or compulsorily retired consequent upon such conviction.

Explanation :

The period of forty eight hours referred to in clause (b) of this sub-rule shall be computed from the commencement of the imprisonment after the conviction.

3. Where a penalty of dismissal, removal or compulsory retirement from service, imposed upon an employee under suspension is set aside on appeal or on review under these rules; and the case is remitted for further enquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.

4. Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on a consideration of the circumstances of the case, decides to hold further enquiry against him on the allegations on which the penalty of dismissal, removal, or compulsory retirement was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of the dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders.

5. a) An order of suspension made or deemed to have been made under this rule shall continue to remain in force until it is modified or revoked by the authority competent to do so.

b) Where an employee is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceeding or otherwise) any other disciplinary proceeding is contemplated against him during the continuance of the suspension, the authority competent to place him under suspension may, for reasons to be recorded by him in writing, direct that the employee shall continue to be under suspension until the termination of all or any of such proceedings.

SECTION – III : PENALTIES AND DISCIPLINARY AUTHORITIES

42. Penalties:

The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on an employee namely:

Minor Penalities:

(i) Censure;
(ii) With-holding of increment of pay;

Major Penalties:

(iii) With-holding of promotion;
(iv) Recovery from pay of the whole or part of any pecuniary loss caused by him to the University by negligence or breach of rules of the University or directions of superior authorities;
(v) With-holding of more than one increment of pay.
(vi) Reduction to a lower stage in the time scale of pay for a period not exceeding three years, without cumulative effect and not adversely affecting his pension.
(vii) Compulsory retirement;
(viii) Removal from service;
(ix) Dismissal from service.

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Explanation:

The following shall not amount to a penalty within the meaning of this rule, namely:-

(i) Non-promotion of an employee, whether in a substantive or officiating capacity, after consideration of his case for promotion to a grade or post to which the employee is eligible;

(ii) Reversion of an employee, appointed on probation to any other grade or post, to his permanent grade or post during or at the end of the period of probation in accordance with the terms of his appointment, or the rules and order governing such probation;
(iii) Reversion of an employee officiating in a higher grade, or post to a lower grade or post, on the ground that the employee is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with the conduct;
(iv) Replacement of the services of an employee, whose services had been borrowed from outside authority, at the disposal of such authority;
(v) Compulsory retirement of an employee in accordance with the provisions relating to his superannuation or retirement;

(vi) Termination of the services.

a) of an employee appointed on probation during or at the end of the period of his probation, in accordance with the terms of his appointment or the rules and orders governing such probation; or
b) of a temporary employee in accordance with the rules made in that behalf by the University; or
(c) of an employee under an agreement, in accordance with the terms of such agreement.

43. **Disciplinary Authorities:**

(i) The Registrar may impose on an employee any of the penalties specified in Clause (i) and (ii) of the Rule 43.

(ii) The Vice-Chancellor may impose any of the penalties specified in Clause (iii) to (ix) of the Rule 43.

Provided further that where the Vice-Chancellor imposes the penalty of removal of employee from the University, the said penalty shall not be implemented unless a Resolution to that effect is passed by the Majlis-I-Muntazimah(Executive Council) by a majority of 2/3 of its members present and voting in terms of Statutes 38.

44. **Authority to initiate proceedings:**
Any authority conferred powers by the Statutes may initiate Disciplinary Proceedings against an employee.

SECTION – IV : PROCEDURE FOR IMPOSING PENALTIES

45. Procedure for imposing major penalties:

(1) No order imposing any of the penalties specified in clauses (iii) to (ix) of rule 43 shall be made except after an enquiry held as may be, in the mannerprovided in this rule.

(2) Whenever the disciplinary authority is of the opinion that there are grounds for enquiry into the truth of any imputation of misconduct or misbehavior against an employee, it may itself enquire into, or appoint under this rule an authority to enquire into, the truth thereof.

***Explanation*:**

Where the disciplinary authority itself holds the enquiry, any reference in sub-rule (7) to sub-rule (20) and in sub-rule (22) to the "enquiring authority" shall be construed as a reference to the "disciplinary authority".

(3) Where it is proposed to hold an enquiry against an employee under this rule, the disciplinary authority shall draw up or cause to be drawn up:

(i) the substance of the imputations of misconduct or misbehaviour into definite and distinct articles or charge.

(ii) A statement of imputation of misconduct or misbehaviour in support of each article of charge which shall contain:

(a) a statement of all relevant facts including any admission or confessions made by the employee;

(b) a list of documents by which and a list of witnesses by whom the articles of charge are proposed to be sustained.

(4) The disciplinary authority shall deliver or cause to be delivered to the employee a copy of the articles of charge, the statement of the imputations of misconduct or misbehavior and a list of documents and witnesses by which each articles of charge is proposed to be sustained; and shall require the employee to submit, within such time as may be specified, a written statement of his defence and to state whether he desired to be heard in person

(5) (a) On receipt of the written statement of defence the disciplinary authority may itself enquire into such of the articles of charge as are not admitted, or if it considers it necessary to do so, appoint, under sub-rule (2) an enquiring authority for the purpose and where all the articles of charge have been admitted by the employee in his written statement of defence the disciplinary authority shall record its findings on each charge after taking such evidence as it may think fit and shall act in the manner laid down in sub-rule (15).

(b) If no written statement of defence is submitted by the employee, the disciplinary authority may itself inquire into the articles of charge, or it may, if it considered it necessary to do so, appoint, under sub-rule (2) an enquiring authority for the purpose.

(c) Where the disciplinary authority itself inquires into any articles of charge or appoints an inquiring authority for holding an inquiry into such charge, it may by an order, appoint an employee to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge.

(6) The disciplinary authority shall, where it is not the inquiring authority forward to the inquiring authority:

(i) a copy of the articles of charge and the statement of the imputations of a misconduct or misbehavior;
(ii) a copy of the written statement of defence, if any, submitted by the employee;
(iii) a copy of the statement of witnesses, if any, referred to in sub-rule (3).
(iv) Evidence proving the delivery of the documents referred to in sub-rule (3) to them;
(v) A copy of the order (appointing the Presenting Officer).

(7) The employee shall appear in person before the enquiring authority on such day and at such time within fifteen working days from the date of receipt by him of the articles of charge and the statement of the imputations of misconduct or misbehavior, or within such further time, not exceeding fifteen days, as the inquiring authority may allow.

(8) The employee may take the assistance of any other employee to present the case on his behalf but shall not engage a legal practitioner for the purpose, if Presenting Officer is not a lawyer.

(9) If the employee who has not admitted any of the articles of charge in his written statement of defence, appears before the inquiring authority, such authority shall ask him whether he is guilty or has any defence to make and if he pleads guilty to any of the articles of charge, the inquiring authority shall record the plea, sign the record and obtain the signature of the employee thereon.

(10) The inquiring authority shall return a finding of guilt in respect of those articles of charge to which the employee pleads guilty.

(11) The inquiring authority shall, if the employee fails to appear within the specified time or refuses or omits to plead guilty, require the Presenting Officer to produce the evidence by which he proposes to prove the articles of charge, and shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may for the purpose of preparing his evidence:

(i) inspect within four weeks of the order or within such further time as the inquiring authority may allow, the documents specified in the list referred to in sub-rule (3);
(ii) submit a list of witnesses to be examined on his behalf.

Note: If the employee applies orally or in writing for the supply of copies of the statement of witnesses mentioned in the list referred to in sub-rule

(3), the inquiring authority shall furnish to the employee with such copies as early as possible before the commencement of the examinations of the witnesses on behalf of the disciplinary authority.

(iii) Give notice within ten days of the order or within such further time not exceeding ten days as the inquiring authority may allow, for the production of any documents but not mentioned in the list referred to in sub-rule (3).

Note: The employee shall indicate the relevance of the documents required by him to be produced by the University.

(12) The inquiring authority shall, on receipt of the notice for the production of documents forward the same or copies thereof to the authority in whose custody or possession the documents are kept, with a requisition for the production of the documents by such date as may be specified in such requisition:

Provided that, the inquiring authority may, for reasons to be recorded by it in writing, refuses to requisition such of the documents as are, in its opinion, not relevant to the case or not in the best interests of the University.

(13) On receipt of the requisition referred to in sub-rule (12) every authority having the custody or possession of the requisitioned documents shall produce the same before the inquiring authority:

Provided that, if the authority having the custody or possession of the requisitioned documents is satisfied for reasons to be recorded by it in writing that the production of all or any of such documents could be against the public interest, or it shall inform the enquiring authority accordingly, and the inquiring authority shall, on being so informed, communicate the information to the employee and withdraw the requisition made by it for the production of such documents.

(14) On the date fixed for the inquiry the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the disciplinary authority. The witness shall be examined by or on behalf of the employee. The Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross-examined. The inquiring authority may also put such questions to the witness as it thinks fit.

(15) If it shall appear necessary before the close of the case (on behalf of the disciplinary authority), the inquiring authority may, in its discretion, allow the Presenting Officer to produce evidence not included in the list given to the employee, or itself call for new evidence or recall and re-examine any witness and in such case the employee shall be entitled to have, if he demands it, copy of the list of further evidence proposed to be produced and an adjournment of inquiry for at least three days before the production of such new evidence exclusive of the day of adjournment and day to which the inquiry is adjourned. The inquiring authority shall give the employee an opportunity of inspecting such documents before they are taken on the record. The inquiring authority may also allow the employee to produce new evidence if it is of the opinion that the production of such evidence is necessary in the interest of justice.

Note: New evidence shall not be permitted or called for or any witness shall not be recalled to fill up any gap in the evidence. Such evidence may be called for only when there is an inherent lacuna or defect in the evidence which has been produced originally.

(16) When the case for the disciplinary authority is closed, the employee shall be required to state his defence orally or in writing as he may prefer.

(17) The evidence on behalf of the employee shall then be produced. He is entitled to produce evidence in support of his defence by examining himself if need be, and any witness to be produced by him. The charged officer or his defence assistant

will proceed to examine his witnesses who will then be cross-examined by the Presenting Officer and, if necessary, re-examined again. Though the charged officer cannot be forced to give evidence, if he offers himself as his own witness, he can be examined by the defence assistant and cross-examined by the Presenting Officer.

(18) The inquiring authority may, after the employee closes his case, generally question him on the circumstances appearing against the employee in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against him.

(19) The inquiring authority may, after the completion of the production of evidence, hear the Presenting Officer, if any, appointed, and the employee, or permit them to file written briefs of their respective case, if they so desire.

(20) If the employee to whom the copy of the articles of charge has been delivered, does not submit the written statement of defence on or before the date specified for the purpose, or does not appear before the inquiring authority or otherwise fails or refuses to comply with the provisions of this rule, the inquiring authority may hold the inquiry ex-parte.

(21) In a case where the enquiry discloses that the punishment beyond the powers of the Musajjil (Registrar) is called for, the Musajjil (Registrar) shall, upon conclusion of the enquiry make a report to the Shaikhul Jamia(Vice-Chancellor) along with his recommendations.

(22) After the conclusion of the inquiry, a report shall be prepared and it shall contain:

(a) The articles of charge and statement of the imputations of misconduct or misbehavior;
(b) The defence of the employee in respect of each article of charge;
(c) An assessment of the evidence in respect of each article or charge;
(d) The findings on each article of charge and the reasons therefore.

46. <u>Common Proceedings:</u>

Where two or more employees are charged of misconduct in any case, the Vice-Chancellor/ Executive Council may make an order directing that disciplinary action against all of them may be taken in a common proceeding.

<u>Note:</u> If the authorities competent to impose the penalty of dismissal on such employees are different, an order for taking disciplinary action in a common proceeding may be made by the highest of such authorities with the consent of the others.

47. <u>Special procedure in certain cases:</u>

Notwithstanding any thing contained in rule 46:

(i) Where any penalty is imposed on an employee on the ground of misconduct which has led to his conviction on a criminal charge; or
(ii) Where the disciplinary authority is satisfied, for reasons to be recorded by it in writing, that it is not reasonably practicable to hold an inquiry in the manner provided in these Ordinances.

The disciplinary authority may consider the circumstances of the case and make such order thereon as it deems fit.

48. Provision regarding an employee lent to outside authority:

(1) Where the services of an employee are lent to an outside authority, hereinafter in this rule referred to as the 'borrowing authority', the borrowing authority shall have the power of the appointing authority for the purpose of placing such employee under suspension and of the disciplinary proceedings, as the case may be;

(2) In the light of the findings in the disciplinary proceedings conducted against the employee:

(i) If the borrowing authority is of the opinion that any of the penalties specified in clauses (i) and (ii) of rule 42 should be imposed on the employee, it may, after consultation with the lending authority, make such orders on the case as it deems necessary;

(ii) If the borrowing authority is of the opinion that any of the penalties specified in clauses (iii) to (ix) of rule 42 should be imposed on the employee, it shall replace his services at the disposal of the lending authority and transmit to it the proceedings of the inquiry and thereupon the lending authority may, if it is the disciplinary authority,

pass such orders thereupon as it may deem necessary, or if it is not the disciplinary authority, submit the case to the disciplinary authority which shall pass such orders on the case as it may deem necessary.

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Explanation:

The disciplinary authority may make an order under this clause on the record of the inquiry transmitted to it by the borrowing authority, or after holding such further inquiry as it may deem necessary, as far as may be, in accordance with rule 45.

49. Provision regarding persons borrowed from outside authorities:

(1) Where an order of suspension is made or a disciplinary proceeding is conducted against an employee whose services have been borrowed from outside authority, the authority lending his services (hereinafter in this rule referred to as the 'lending authority') shall forthwith be informed of the circumstances leading to the order of the suspension of the employee or of the commencement of the disciplinary proceedings, as the case may be.

(2) If, in the light of the findings in the disciplinary proceedings conducted against the employee, the disciplinary authority is of the opinion that any of the penalties specified in clauses (i) and (ii) of rule 42 should be imposed on him, it may, after consultation with the lending authority, pass such orders on the case as it may deem necessary:

(i) Provided that, in the event of a difference of opinion between the borrowing authority and the lending authority, the services of the employee shall be replaced at the disposal of the lending authority;

(ii) If the disciplinary authority is of the opinion that any of the penalties specified in clauses (iii) to (ix) of rule 42 should be imposed on the employee at the disposal of the lending authority, and transmit to it the proceedings of the inquiry for such action as it may deem necessary.

50. Procedure for imposing penalties:

(i) On completion of the enquiry, the Enquiry Officer will submit his report and his findings on each article of the charges to the Musajjil (Registrar).
In a case where the enquiry discloses that a punishment beyond the powers of the Musajjil (Registrar) is called for, the Musajjil (Registrar) shall make a report to the Shaikhul Jamia (Vice-Chancellor) alongwith his recommendations.

(ii) The Disciplinary Authority shall forward a copy of the report to the punishing authority before imposing any penalty and shall also call for a representation from the said employee against the said findings. The representation, if any, submitted by the employee shall be considered by the punishing authority before passing final orders.

SECTION-V : Appeals

51. **Any employee prejudiced by a decision of the Disciplinary Authority may prefer an appeal in accordance with the JMI Act, Statutes and the Ordinances framed thereunder.**

The appeal shall be presented to the Competent Appellate Authority.

51 (A). Consideration of Appeal:
The Appellate Authority shall consider every appeal in such manner as it deems fit and pass such orders as it deems proper in the circumstances of the case:
Provided that no order imposing an enhanced penalty shall be passed unless the appellant is given an opportunity of making any representation which he may wish to make against such enhanced penalty.

52. Period of limitation for appeals :

No appeal preferred under this part shall be entertained unless such appeal is preferred within a period of forty-five days from the date on which a copy of the order appealed against is delivered to the appellant:

Provided that the appellate authority may entertain the appeal after the expiry of the said period, if it is satisfied that appellant had sufficient cause for not preferring the appeal in time.

53. Form and contents of appeal :

(1) Every person preferring an appeal shall do so separately and in his own name.
(2) The appeal shall be presented to the authority to whom the appeal lies a copy being forwarded by the appellant to the authority which made the order appealed against. It shall contain all the material statement and arguments on which the appellant relies, shall not contain any disrespectful or improper language and shall be complete in itself.

CHAPTER – VI : LEAVE

SECTION – I

54. Extent of Application :

The leave rules contained in the chapter will be applicable to the non-teaching staff of the University from the date of adoption by the Executive Council or such date as the

Executive Council may prescribe in this behalf, provided that in the leave account of the staff who are already in the service of University when they become subject to these rules shall be credited;

Privilege leave on full pay, or with whatever nomenclature it may designated as earned leave;

Leave on private affairs, medical leave or half-pay leave with whatever nomenclature it may be designated as half-pay leave.

Which it would on the date on which become subject to these rules, be permissible to grant to him under the rules in force prior to that date.

Interpretation :

Under the rules in this chapter unless the context otherwise requires:-

(a) Earned Leave, half-pay leave, leave, leave not due, commuted leave, extra-ordinary leave etc., mean the leave as provided in these rules;

(b) 'A complete year of service' means continuous service of the specified duration under the University and includes periods spent on duty as well as on deputation to foreign service or extra-ordinary leave;

(c) 'Earned leave' means leave earned in respect of period spent on duty; and

(d) 'Half-pay-leave, means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained

SECTION – II : GENERAL CONDITIONS

55. (a) Right to leave:

Leave cannot be claimed as a right, and when the exigencies of service so demand, leave of any description may be refused or revoked by the authority empowered to sanction leave.

(b) Combination of leave:

Except otherwise provided under these Rules, any kind of leave under these provisions may be granted in combination with or in continuation of any other kind of leave subject to any limit on the aggregate period of absence as may be prescribed in such cases, except in case of casual leave.

(c) Commencement and Termination of leave :

Leave ordinary begins from the date on which leave as such is actually availed of and ends on the day one resumes his duty; and
Sundays and other holidays may be prefixed or suffixed to leave subject to any limit of absence on leave prescribed under each kind of leave.

(d) Absence without leave:

Unauthorized absence from duty, i.e. absence without prior sanction of leave shall normally constitute a break in service:

"Provided, however, that the competent authority may, in exceptional cases, convert the unauthorized absence into extra-ordinary leave or any other kind of leave which may be due to the employee keeping in view, the circumstances of each case and the kind of leave due to the employee".

(e) Grant of leave beyond the date of retirement and in the resignation :

No leave shall be granted beyond the date on which an employee must compulsorily retire: provided that the authority empowered to grant leave may allow any employee who had been denied earned leave in whole or in part on account of exigencies of service, the whole or any portion of the earned leave so denied even though it extends to a date beyond the date on which such an employee must compulsorily retire:

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

At the request of an employee the sanctioning authority may convert any kind of leave retrospectively into leave of a different kind which was due and admissible to him at the time the leave was granted, but the employee cannot claim such conversion as a matter of right.

(ii) The conversion of one kind of leave into another shall be subject to adjustment of leave salary on the basis of leave finally granted to the employee, that is to say, any amount paid to him in excess shall be recovered or any arrears due to him shall be paid.

Note:- Extra-ordinary leave granted on medical certificate or otherwise may be converted retrospectively into 'leave not due' subject to the provisions of Rule 60.

(g) Joining the duty on return from leave on medical grounds:

An employee who has been granted leave on medical grounds shall be required to produce a medical certificate of fitness before resuming duty.

(h) Re-joining of duty before the expiry of the leave:

Except with the permission of the sanctioning authority, no employee on leave may join duty before the expiry of the period of leave sanctioned to him.

(i) Application for leave :

Leave should be applied for in the prescribed proforma given in **Annexure-I**. It should be applied for sanction before it is availed except in special cases of emergency and for reasons to the satisfaction of the sanctioning authority.

(j) Continuous temporary service, followed by permanent service without any break, shall be included in the permanent service for the purpose of computation of leave.

(k) Increment during leave:

If the increment falls during leave other than casual leave or special casual leave or special casual 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.

(l) A leave account will be maintained for each employee in the prescribed form.

(**m**) Leave to the employees engaged on contract will be in accordance with the terms of the contract entered into.

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SECTION – III : KINDS OF LEAVE

56. The following kinds of leave shall be admissible to the employees:

(i) Leave earned by duty:
Earned leave, half pay leave, commuted leave and leave 'not due'.

(ii) Leave not earned by duty :
Casual leave, special casual leave, maternity leave, hospital leave, study leave, quarantine leave and extra-ordinary leave.

57. EARNED LEAVE :
Earned Leave admissible to non-teaching staff shall be $1/12^{th}$ of actual service rendered.

Note:

For purpose of computation of period of actual service all periods of leave except casual leave, special casual shall be excluded.
Earned leave at the credit of non-teaching staff shall not be accumulated beyond 300 days.

Provided Earned Leave taken as leave preparatory to retirement can be availed up to a maximum of 300 days.

Prefixing and suffixing holidays to leave, other than leave on medical certificate, shall be allowed automatically except in cases where for administrative reasons permission for suffixing/prefixing holidays to leave is specifically withheld. In the case of leave on medical certificate, if the day on which a non-teaching employee is certified medically fir for rejoining duty happens to be a holiday, he shall be automatically allowed to suffix such holidays to his medical leave and such day(s) shall not be counted as leave.

(a) The leave at the credit of the employee at the close of the previous half-year shall be carried forward to the next half-year, subject to the leave so carried forward plus the credit for that half-year not exceeding the maximum limit of 300 days.

If an employee is on leave on the last day of any particular half-year of a leave year, he shall be entitled to earned leave credited on the first of the succeeding half-year provided that the authority competent to grant leave has reasons to believe that the employee will return to duty on its expiry.

(b) When an employee is appointed on or after 16.7.1976, earned leave shall be credited to his leave account at the rate of 2 1/2 days for each completed month of service which he is likely to render in the half-year of the leave year in which he is appointed, e.g. if he is appointed on 29^{th} September, the number of complete months of his service in that half-year will be 3 and the credit will be 3 x 5/2 = 7 ½ days rounded off to 8 days.

If he is appointed on 20^{th} October the number of complete months will be 2 and the credit will be 2 x 5/2 = 5 days.

(c) The credit for the half-year in which a University employee is due to retire or resigns from the service shall be afforded only at a rate of 2 ½ days per completed month in that half-year up to the date of retirement/resignation. If in the case of an Employee who resigns from the University Service, the leave already availed of is more than the credit so due to him, necessary adjustment should be made in respect of leave salary over-drawn, if any.

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(d) If an employee has taken any leave other than earned leave in a half-year, the credit to be afforded to his leave account at the commencement of the next half-year shall be reduced by $1/11^{th}$ of such leave (e.g. if an employee has taken 11 days' half pay leave or 11 days' commuted leave or 11 days extra ordinary leave, the credit to his leave account will be reduced by 1 day, i.e. $1/11^{th}$ of the 11 days half-pay leave or commuted leave or extra ordinary leave).

(e) When affording credit under the above method, fractions of a day will be rounded of to the nearest day.

(f) Limits of accumulation and grant:

An University employee shall cease to earn the earned leave under (i)(a) when the earned leave due amounts to 300 days.

The maximum amount of Earned Leave that can be granted to an employee at a time shall be 180 days. Earned Leave may be granted for a period not exceeding 300 days, if the entire leave so granted or any portion thereof is spent outside India.

(g) "While limiting the maximum of 300 days, where the balance at credit is 286-300 days, further advance credit of 15 days on 1^{st} January/ 1^{st} July will be kept separately and set-off against the EL availed of during that half year ending 30^{th} June/ 31^{st} December. However, if the leave availed is less that 15 days, the remainder will be credited to the leave account subject to the ceiling of 300 days at the close of that half year."

58. Half-pay-Leave:

(i) The half-pay leave admissible to an employee in respect of each completed year of service shall be 20 days.

(ii) Half-pay leave may be granted to an employee on medical certificate or on private affairs. No half-pay leave may be granted to an employee in temporary appointment except on medical certificate.

59. Commuted Leave:

Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate to a permanent employee subject to the following conditions:

(a) The commuted leave during the entire period of service shall be limited to a maximum of 240 days.

(b) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.

The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days, provided that no commuted leave may be granted under this provision unless the authority competent to sanction leave has reasons to believe that the officer will return to duty on its expiry.

60. Leave 'Not due'

(a) Leave 'not due' may at the discretion of the sanctioning authority, be granted on half-pay to a person in permanent employment only on medical certificate for a period not exceeding 180 days during his entire service. Such leave will be debited against the half-pay leave, the employee may earn subsequently.

(b) An employee to whom leave 'not due' is granted shall not be permitted to tender his resignation from service so long as the/debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as salary for the period not so earned

(c) Leave 'not due' shall not be granted unless the sanctioning authority is satisfied that, as far as can reasonable be foreseen, the employee will return to duty on the expiry of the leave and earn the leave granted.

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SECTION – IV : LEAVE NOT DEBITABLE TO LEAVE ACCOUNT

61. Casual Leave:

Casual leave (CL) is not a recognized form of leave and therefore it shall not be combined with any other kind of admissible leave. A person availing CL is considered to be on duty and his pay is not intermitted and its grant is always subject to the exigencies of service and subject to a maximum of 10 days in a leave year: which shall run from 1st Jan. to 31st December of every year.

Provided that persons who join service in the middle of the leave year shall be eligible to proportionate casual leave.

Provided further that "Employees with Disabilities" will be entitled to additional four days of casual leave during the year and that the additional benefit of 4 days leave shall be granted in the form of special casual Leave.

Provided further that the additional 4 days of Special Casual Leave may be granted for specific requirements relating to disability of the official.

Casual leave may be granted as and when occasion arises at the discretion of the sanctioning authority, provided that the total period of absence, including Sunday s and other holidays shall not exceed 8 days at a time.

Casual leave can not be combined with any other kind of leave.

Note: Holidays or Sundays falling between will not count as casual leave.

62. Special Casual Leave:

(i) An employee summoned to service as Juror or Assessor or to give evidence before the Court of Law as a witness in a Civil or criminal case in which his private interests are not at issue may be given this leave. The leave so granted should be sufficient to cover the period of absence necessary.

(ii) It may also be granted when an employee is deputed to attend reference libraries of other institutions and conferences or educational gathering of learned and Professional society in the interests of the University or other academic work which will include working on the Committees appointed by the University/Government/University Grants Commission.

(iii) Special Casual Leave for a period not exceeding six days, (working days) may be granted to an employee undergoing sterilization Operations (Vasectomy or Salpingectomy) under the Family Planning Scheme, on production of Medical Certificate from the appropriate medical authority. In cases where the employee having undergone sterilization operation could not recover within the prescribed period of special casual leave, owing to the operation turning septic necessitating further leave on medical advice, the competent authority concerned may grant casual leave or regular leave, as applied for by the employee concerned in those cases only where leave in excess of the admissible special casual leave has been recommended on medical advice and a medical certificate from the appropriate medical authority under the leave rules applicable to the employee concerned in support of the leave is produced. In no case, special leave should be allowed to be combined with casual leave as well as with regular leave at one time. Special Casual Leave may be combined either with casual leave or regular leave in such cases.

(iv) Special Casual Leave may be granted to an employee where the staff is prevented to attend office during civil disturbances, Curfews or Strikes.

(v) The period of such leave admissible in a year shall not exceed 15 days.

63. **COMPENSATORY LEAVE**

Compulsory attendance on Sunday or other public holidays justifies the grant of compensatory leave for the number of days an employee is compelled to attend the office, unless it is imposed on him as a penalty or it is required to clear arrears for

which he is personally responsible. The attendance in such cases should be under the previous orders of the office in-charge. The number of days of compensatory leave earned will be noted in the casual leave register and the grant of leave also noted therein. Compensatory leave to the extent actually earned may be allowed under the same conditions as prescribed for grant of casual leave.

64. MATERNITY LEAVE

(i) Maternity leave may be granted to a woman employee on full pay for a period not exceeding 135 days, to be availed of twice in the entire career.

(ii) Maternity leave may also be granted in case of miscarriage, including abortion, subject to the condition that the total leave granted in respect of this to a woman employee in her career is not more than 45 days, and the application for leave is supported by medical certificate.

(iii) Maternity leave may be combined with leave of any other kind, except casual leave, but the leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.
Leave in continuation of maternity leave may also be granted in case of illness of a newly born baby, subject to production of medical certificate to the effect that the condition and that her presence by the baby's side is absolutely necessary.

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65. PATERNITY LEAVE

Paternity leave of not exceeding 15 days may be granted to male employees during the confinement of their wives provided, the limit is upto two children.

66. HOSPITAL LEAVE

(i) Hospital leave may be granted to an employee for medical treatment for illness or injury, if such illness or injury is directly due to risks incurred in the course of official duty. This will be available to such employees only, whose duties expose them to such illness or injury.

(ii) Hospital leave may be granted on leave salary on average pay or half average pay as the University may consider necessary.

(iii) The amount of hospital leave is limit to three months on average pay in any period of three years. Hospital leave on half average pay counts for the purpose of this limit as half the amount of leave on average pay.

(iv) Hospital leave may be combined with any other leave which may be admissible provided that the total period of leave after such combination shall not exceed 180 days.

67. EXTRA ORDINARY LEAVE

(i) A permanent employee may be granted extra ordinary
   (a) When no other leave is admissible; or
   (b) When other leave is admissible and the employee applies in writing for the grant of extra ordinary leave.

(ii) Extra Ordinary Leave shall always be without pay and allowances. Extra Ordinary Leave shall not count for increment except in the following cases:-

   a) Leave taken on medical certificate;

b) Cases where the Shaikhul Jamia (Vice-Chancellor) is satisfied that the leave was taken due to causes beyond the control of the employee , such as inability to join or rejoin duty, due to civil commotion or a natural calamity, provided that the teacher has no other kind of leave to his calamity, provided that the employee has no other kind of leave to this credit.
c) Leave taken for fostering higher studies; and
d) Leave granted to accept an invitation to a teaching/ administrative post or any assignment for technical or academic work of importance.

(iii) Extra Ordinary Leave may be combined with any other kind of leave except casual leave and special casual leave provided that the total period of continuous absence form duty on leave (including period of vacation when such vacation is taken in conjunction with leave) shall not exceed three years except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no case exceed five years in the full working life of the individual.

(iv) EOL granted to staff for short-term/long-term assignments in India or abroad may be regulated on Foreign Service Terms (FST) for the purpose of annual increments (notional) and terminal benefits. Pension and Leave Salary Contribution as per CCS rules shall be paid either by the employer or by the employee concerned to JMI for the period of Foreign Service mandatorily. These contributions will entitle the employee to count his/her period of Foreign Service towards pensionery benefits, annual increments and earned leave/half pay leave. However, such period of EOL will not count towards continuity of service for Sabbatical Leave Eligibility. The contribution towards Leave Salary and Pension Contribution has to be paid at the end of every financial year failing which it attracts interest as per SR-307 (1).

68. QUARANTINE LEAVE

Quarantine leave is leave of absence from duty necessitated by orders not to attend office in consequence of the presence of infectious diseases in the family, in the household of an employee. Quarantine leave may be granted on the certificate of the medical or Public Health Officer for a period not exceeding 21 days or in exceptional case 30 days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. Quarantine leave may also be granted as necessary in continuation of other leave subject to the above maximum. An employee on quarantine leave is not treated as absent from duty and his pay is not affected.

69. STUDY LEAVE:

Conditions for the Grant of Study Leave

1.1 Subject to the conditions hereinafter specified in these rules, Study Leave may be granted to a Non-teaching employee (i.e. a member of the administrative, ministerial, academic, technical, library, medical staff etc.) who is –

(a) confirmed in service and has rendered not less than three years of continuous service in the University,
(b) not due to retire or has not the option to retire from the University service within three years of his/her expected return to duty after the leave, and
(c) who fulfills the minimum qualifications for admission to the course of study.

1.2 Study leave may be granted to an employee with due regard to the need and exigencies of University service to enable him/her to undergo a special course of study including higher studies or specialized training, within the country or outside, in a professional or technical subject having a direct and close connection with the sphere of his/her duties.

1.3 **Study Leave may also be granted:**

for a training or study tour in which an employee may not attend a regular academic course provided such training or study tour is certified to be of definite advantage to the University from the point of view of public interest and is related to the sphere of duties of the employee concerned;

for studies which may not be closely or directly connected with the work of the employee but which are capable of widening his/her expertise in a manner likely to improve his/her abilities as a University employee, and equipping him/her better to interact with those employed in other Departments/Centers of the University, and;

for the purposes of studies related to public administration in general and University administration in particular.

The above leave shall be granted subject to following conditions:

(a) that the particular study, study tour or training is approved by the authority competent to sanction the study leave, and
(b) that the employee be required to submit, on his/her return from leave, a full report on the work done by him/her while on study leave.
(c) At no time, more than 5% of the strength of the employees on rolls of the department/ offices shall be allowed to avail of the Study Leave.

1.4 Study Leave may be granted to a Medical Officer for pursuing Post-Graduate studies in medical sciences if it is certified by the competent authority that such studies contribute to the increase of the officer's proficiency.

1.5 Study leave may also be granted to a specialist or technical employee for pursuing Post-Graduate studies directly related to the sphere of his/her duties, provided the Head of office certifies that the course of study enables the employee concerned to keep himself/herself abreast of the resent developments in the area of his work and improves his/her technical standards and competence to the benefit of the University.

1.6 Study leave shall not be granted unless-

it is certified by the competent authority that the proposed course of study shall be of definite advantage from the point of view of University interest; and

it is for the pursuit of studies in subjects other than of purely academic or literary nature:

Provided, however, leave for the pursuit of even purely academic subjects may be granted keeping in view of the requirement laid down by the University/University Grants Commission in respect of appointment/promotion of certain categories of staff (e.g. library staff) on the recommendation of the competent authority concerned.

Study Leave for pursuing studies outside India shall not be granted for those courses were adequate facilities for studies exist in India.

Study leave shall not be granted to an employee with such frequency as to keep him away from contact with his work or as to cause cadre difficulties owing to his absence on leave:

Provided, however, that Study Leave may be granted more than once if atleast five years have elapsed since the return to duty of the employee from the earlier spell of study leave granted to him/her.

2. **Authority Competent to grant Study Leave**

Study Leave shall be granted by the Executive Council on the recommendations of the Study Leave Committee constituted for the purpose.

3. **Application for Study Leave**

Application for Study Leave in the prescribed format **(Annexure-II)** shall be submitted through the proper channel to the Registrar, which shall be considered by the concerned Committee atleast six months before the date on which the employee intends to avail himself/herself of such leave.

The Committee shall, after scrutinizing the applications, forward them to the Vice Chancellor along with its recommendations or with such other remarks as it may deem proper.

The concerned Committee in recommending cases of study leave shall take into account (i) the number of employees in the particular Department/Cadre, (ii) the recruitment of the University as a whole for specialist in the relevant fields of specialisation (iii) the exigency of work (iv) the financial implications of each proposal and (v) any other factor which may have a bearing on the overall interest of the University.

4. **Approval of particulars of Study**

In the normal course, the employee should furnish the full particulars of the course of studies which he/she intends to pursue and the place of study where he/she intends to go, along with the application for the study leave. Where he/she is not able to do so at the time of application, he/she shall submit the particulars thereof as soon as possible and shall not, in any case, joining course unless specific approval is given by the University. If, however, an employee joins a course of study without obtaining the prior approval of the competent authority of the University, he shall do so at his own risk and responsibility.

5. **Amount of Study Leave**

Study Leave shall not be granted for more than two years save in very exceptional cases in which the Executive Council is satisfied that extension of leave is unavoidable and necessary in the interest of the University, provided that the period of study leave shall in no case exceed three years during the entire period of service of the employee.

6. **Execution of Bond and submission of relevant certificates**

6.1 Every employee who has been granted Study Leave, or extension thereof, shall be required to execute a bond in the form so prescribed before the Study Leave, or extension thereof, commences.

6.2 The Finance Officer shall be informed in writing to the effect that the employee who has been granted Study Leave has executed the requisite bond to enable him to release the salary of the employee, if payable, during the leave period.

6.3 On completion of the course of studies, the employee shall submit to the Registrar proof of having undergone the course including certificates, if any, of examinations passed along with information showing the date of commencement and termination of the course of studies with remarks, if any, of the Institution where the study is undertaken.

Note: Where the leave is granted for studies abroad, the Head of the Indian Diplomatic Mission concerned should be informed by the University of the fact of granting leave. The employee shall contact the Head of the Mission for issue of any letters of introduction or for other similar facilities that may be required.

7. **Accounting of Study Leave and its combination**

7.1 Study Leave shall not be debited against the regular leave account of the employee but the fact of having granted such leave shall be recorded in the Service Book of the employee.

7.2 Study Leave may be combined with other kinds of leave such as Earned leave, Half Pay Leave, Extra Ordinary Leave or Vacation (if permissible), but in no case shall the grant of this leave in combination with leave of other kinds involve absence of more than thirty six months from duty.

7.3 The employee granted Study Leave in combination with any other kind of leave, may, if he/she so desires, undertake or commence a course of study during any other kind of leave.

8. **Regulation of Study Leave extending beyond the course of study**

When the course of studies falls short of the Study Leave granted to an employee, he/she resume duty on its completion, unless the previous sanction of the authority competent to grant leave has been obtained to avail the entire period of leave granted to him/her. Provided, however, that the period beyond the completion of the course shall be treated as ordinary leave.

9. **Increments during Study Leave**

9.1 The Study Leave shall count for increment, and for the benefit of Provident Fund but not for accumulating other kind of leave. The increment falling due during the Study Leave shall be allowed with retrospective effect after the employee resumes duty. Study Leave with pay (whether full or half) will count as service for pension provided the employee rejoins duty on expiry of the Study Leave granted to him/her.

9.2 Any extra qualifications required during the Study Leave will not confer any right on the employee to claim advance increment of salary, promotion etc.

10. **Payment of Salary**

Full pay shall be paid during Study Leave.

An employee shall not ordinarily be entitled to House Rent Allowance or City Compensatory Allowance during the period of Study Leave, provided that the Vice Chancellor may, in view of the special circumstances of a case, sanction the payment of such allowance in part or in full.

The amount of scholarship, fellowship or any other financial assistance that an employee, on Study Leave may be awarded will not preclude his/her being

granted Study leave with full/half pay and allowances but the scholarship etc., so awarded shall be taken into account in determining the pay and allowances to be paid during the Study Leave.

If an employee on Study Leave is permitted to receive and retain any remuneration in respect of part-time employment during the period of Study Leave, he/she shall ordinarily not be granted any Study Leave salary but in cases where the amount of remuneration received in respect of part-time employment is not considered adequate, the Executive Council may determine the Study Leave salary payable in each case.

Note: It shall be the duty of the employee who bas been granted Study Leave, to communicate immediately to the University the financial assistance in any form received by him during the course of Study Leave from any person or Institution whatsoever.

11. **Payment of Study Allowance**

11.1. Study allowance may be sanctioned to an employee who has been granted Study Leave for studies outside India for the period spent in pursuing a specific course of study including examination, if any, at the end of the course of study at a recognized institution or in any tour of inspection or in any special type of work.

11.2 Where the employee has been permitted to receive and retain, in addition to his leave salary, any scholarship, fellowship, stipend or any other financial assistance out of a Government or non-Government source, or any other remuneration in respect of any part-time employment,

(a) No study allowance shall be admissible in case the net amount of such scholarship or stipend or remuneration (arrived at by deducting the cost of fees, if any, paid by the employee out of the scholarship, fellowship, stipend or remuneration) exceeds the amount of study allowance otherwise admissible; and

(b) In case the net amount of scholarship or stipend or remuneration is less than the study allowance otherwise admissible, the difference between the value of the net scholarship, fellowship, stipend or any other remuneration in respect of any part-time employment and the study allowance may be granted by the authority competent to grant leave.

11.3 Study allowance shall not be granted for any period during which the employee interrupts his course of study to suit his own convenience:

Provided that the authority competent to sanction Study Leave may authorize the grant of study allowance for a period not exceeding 14 days at a time during which the employee is prevented by sicknees from pursuing his course of study.

11.4 Study allowance shall also be allowed for the entire period of vacation (if permissible) during the course of study subject to the conditions that

(a) The employee attends, during vacation any special course of study or practical training with the permission of the University: or

(b) In the absence of any such permission, he produces satisfactory evidence before the University, that he has continued his studies during the vacation:

Provided that in case of vacation falling at the end of the course of study, Study Allowance shall be allowed for a maximum period of 14 days.

11.5 The period for which study allowance may be granted shall be determined keeping in view the needs of the course of study or for 36 months, whichever is less.

11.6 The rates of study allowance payable to an employee shall be such as may be prescribed by the University from time to time for its employees.

11.7 Payment of study allowance shall be subject to furnishing of a certificate by the employee to the effect that he/she is not in receipt of any scholarship or stipend or remuneration in respect of any part-time employment, unless he/she has been permitted to accept it, in addition to study allowance.

11.8 Study allowance shall be paid at the end of every month provisionally subject to an undertaking in writing being furnished by the employee that he would refund to the University over-payment if any consequent on his failure to produce the required certificate of attendance or on his failure to satisfy the University about the proper utilization of the time spent for which study allowance is claimed.

11.9 In case where a specific course of study is pursued at a recognized institution, the study allowance shall be paid by the University, and on claims submitted by the employee from time to time supported by a proper certificate of attendance from the institution concerned.

11.10 The certificate of attendance to be submitted in support of the claims for study allowance shall be forwarded to the University at the end of the term, if the employee is undergoing study in an educational institution or at intervals not exceeding three months if he/she is undergoing study at any other institution.

11.12 Where it is not possible to forward to the University information about attendance referred to in sub-rule 11.10, the employee shall submit to the University a report.

11.13 The University after considering the report shall decide whether the time of the employee has been properly utilized and also determine for what period study allowance may be granted.

12. **Admissibility of Allowance in addition to Study Allowance**

No allowance of any kind other than the dearness allowance and study allowance, where admissible, shall be payable to an employee during the period of Study Leave granted to him/her.

13. **Travelling Allowance**

An employee granted Study Leave shall not ordinarily be paid traveling allowance. The Executive Council however, may, in exceptional circumstances, sanction the payment of such allowance.

14. **Cost of Fees for Study**

An employee granted Study Leave shall ordinarily be required to meet the cost of fees paid for the course of study. However, the Vice Chancellor may in exceptional cases sanction such fees:

Provided that in no case shall the cost of fees be paid to the employee who is in receipt of a scholarship, fellowship, or stipend or any remuneration in respect of a part-time employment.

15. **Refund of amount owing to resignation or retirement after availing Study Leave**

15.1 An employee

(a) who is unable to complete his/her studies within the period of study leave granted to him, or

(b) who fails to rejoin the service of the University on the expiry of his Study Leave, or

(c) who rejoins but leaves the service within three years of the date of rejoining, or

(d) who within the said period is dismissed or removed from service by the University, shall be liable to refund to the University the amount of leave salary and allowances paid to him or any other expenses incurred on the employee or on his behalf in connection with the studies, together with interest thereon at the rate of 6% per annum or at any other rate of interest that may be fixed by the Executive Council to be charged from the date of such payment:

Provided that if an employee has served the University for a period of not less than 18 months on return from Study Leave he shall refund to the University half of the amount calculated as above. In case the employee has been granted Study Leave without pay and allowances, he shall be liable to pay to the University an amount equivalent to his four months pay and allowances last drawn as well as other expenses incurred by the University in connection with his studies, together with the interest thereon at the rate mentioned above.

Explanation :

If an employee asking for extension of Study Leave he has been granted the extension and if he does not rejoin duty on the expiry of the leave originally sanctioned, he will be deemed to have failed to rejoin the service on the expiry of his leave for the purpose of recovery of the dues under this rules.

15.2 Notwithstanding the stipulations made in Clause 1 above, the Executive Council may grant exemption to an employee who within three years of return to duty from Study Leave is permitted to retire from Service on medical grounds.

Provided that the Executive Council may, in any other exceptional case, for reasons to be recorded waive or reduce the amount refundable by an employee under this rule:

Provided further that the Executive Council may also grant exemption to an employee who, after return to duty from Study Leave, is deputed to serve in any statutory or autonomous body or institution under the control of the Government and is subsequently permitted to resign from the University service following his permanent absorption in the said statutory or autonomous body or institution in the public interest.

15.3 The Study Leave availed of by such an employee as referred to in the above clause shall be converted into regular leave and debited to such leave account standing at his credit on the date on which the study leave commenced, any regular leave taken in continuation of Study Leave being suitably adjusted for the purpose and the balance of the period of Study Leave, if any, which cannot be so debited shall be treated as extra-ordinary leave.

In addition to the amount to be refunded by an employee under sub-rule15.1 shall be required to refund any excess of leave salary actually drawn over the leave salary admissible on conversion of the Study Leave.

16. **Miscellaneous**

16.1 Study Leave granted to an employee shall be deemed to have been cancelled if it is not availed of within three months of its sanction provided that where study leave granted has been so cancelled the employee concerned may apply again for such leave after the lapse of one year.

Explanation:

The cancellation of leave owing to the exigency of work or illness of the employee will be beyond the purview of this sub-rule.

16.2 Where any doubt arises as to the interpretation of these leave rules, it shall be referred to the Vice Chancellor for a final decision.

16.3 Where the Vice Chancellor is satisfied that the operation of any of these rules causes hardship in any particular case, he may, by order, for reasons to be recorded in writing, dispense with or relax the requirements of that rule to such extent and subject to such exceptions and conditions as he may consider necessary.

Provided that all such orders shall be reported to the Executive Council for ratification.

Note: The above leave rules shall be applicable in respect of Registrars and its equivalent officers also.

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70. Special Leave for Aggrieved Women:

In addition to the leave mentioned in Section-IV, Para No. 61 - 69, under the provision of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 , during the pendency of an inquiry, under a written request made by the aggrieved woman, the Internal Committee or the Local Committee, as the case may be, may recommend to the employer grant of leave to the aggrieved woman up to a period of three months.

The leave granted to the aggrieved woman under this section shall be in addition to the leave she would be otherwise entitled.

ANNEXURE–I

Jamia Millia Islamia
Jamia Nagar, New Delhi-110025.

Application for Casual Leave/ Special Casual Leave/ Duty Leave/ Earned Leave/ Compensatory/ Half Pay/ Commuted/ Maternity/ Paternity Leave.

1. Name of the Applicant (in full) …… …….
2. Designation ……...
3. Faculty/Deptt./Office……
4. Leave required from…….
5. Kind of leave…….
6. Reason/Purpose for leave……..
7. Permission for station leave required (Yes/No)…….
8. Contact address and telephone number during leave…….
   (i) Postal address:……..
   (ii) E-Mail:……
   (iii) Telephone:(_____) (_____)
   STD Code
9. No. of days Casual Leave/Special Casual Leave availed before the date of this application…….…….

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……..
(Signature of Employee)

Dated…….

---

(1) ……days Casual Leave/ Special Casual Leaved are due upto…….,..

(2) Remarks/Recommendations……

(Head of the Deptt./Office)

(DEAN)

N.B.: Please attach the invitation letter in case of Special Casual Leave/Duty Leave

ANNEXURE–Il

APPLICATION FORM FOR STUDY LEAVE

PART–I

1. Name of the Applicant (in full) _____

2. Details of Employment/Promotion in Jamia Millia Islamia : :

Designation	Date of Appointment/ Promotion	Scale of pay and Basic pay	Whether confirmed or not? If yes, mention date from which confirmed

3. Educational Qualifications:

Examination passed	Year	Board/ University	Division	Subject

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4. (a) Married/Unmarried : Yes/No.
   (b) No. of dependants: Relationship No. of dependents
   No. of dependents (as defined in the relevant rules)
5. Period for which the Study Leave is required(with dates) :
6. Purpose for which Study Leave is required
7. University /Institution to be joined :
   (a) Name :
   (b) State :
   (c) Country :
   (d) Contact address and telephone number during the leave period:
      (i) Postal address …….
      …….
      (ii) E-Mail:
      Telephone Number(_____)_____)
      STD Code
      Fax: (_____)_____
8. Copies of documents showing admission obtained or promised (to be enclosed in original)

9. (a) The nature and amount of scholarship, fellowship, other financial aid, etc. including: travel grants, if any, obtained or promised by any other agency. Give all details and enclose documents in original.
   (b) If any scholarship, fellowship, financial assistance etc. has been sought or obtained direct from a foreign Mission/Foundation/Government or Organisation, state whether the approval of the Government of India is obtained. If so, attach documents in original.

10. Whether Study Leave was granted previously. If so, give details:

Period with dates	Course of Study	Whether the course of study was successfully completed

11. Whether any extra-Ordinary Leave was granted previously for any assignment in or outside India. If so, give details:
12. State how the proposed: training/study has a direct/close connection with the sphere of the duties of the applicant.
13. Any other information which the applicant may like to furnish :

I have carefully read the Study Leave Rules for the Non-Teaching Staff, understood their implications and agree to abide by them as well as the conditions of the Bond.

Date:_____ Signature of the Applicant

PART–II

TO BE FILLED IN BY THE DEAN OF THE FACULTY/ HEAD OF THE DEPARTMENT/ DIRECTOR OF THE CENTRE/ HEAD OF THE OFFICE

Name of the Faculty/Dept t/Centre	Name of other employees already on Study Leave/ Extra-Ordinary Leave for purposes of Study/ training etc. or on long Earned Leave				Arrangements made during the absence of the employee if leave is granted	Remarks
	Name of Empl-oyee	Kind of Leave	Period with dates	Purpose		

RECOMMENDATIONS/ REMARKS

To Signature:

Registrar Date:

PART–III

Recommendations of the Study Leave Committee

ANNEXURE–III

DETAILS OF LEAVE SANCTIONING AUTHORITY

NON-TEACHING STAFF

TABLE–I

S.NO.	Kind of Leave	Sanctioning Authority
1.	Casual Leave	Heads of the Department
2.	Earned Leave	Upto 15 days Registrar, more than 15 days Vice-Chancellor
3.	Compensatory Leave	Registrar
4.	Commuted Leave	Registrar
5.	Maternity Leave/Paternity Leave	Registrar
6.	Extra_Ordinary Leave	Vice-Chancellor
7.	Study Leave	Executive Council

TABLE–II

S.NO.	Kind of Leave	Persons	Sanctioning Authority
1.	Casual Leave	1. Musajjil(Registrar) 2. All Heads of Departments 3. All other employees working in Non-Teaching Institutions 4. Employees working in Teaching Institutions	Shaikhul Jamia(Vice Chancellor) Musajjil(Registrar) Head of the Department Head of the Teaching Institutions
2.	All other kinds of leave upto 15 days excluding Special Casual Leave	1. All Heads of Departments (i.e. Dy. Registrars & equivalent) and other employees working in Non-teaching Departments. 2. Employees working in Teaching Institutions/Deptts./ Centre	Musajjil (Registrar) Deans/Heads of the Institutions
3.	Special Casual Leave and all other kind of leave excluding Study Leave	Musajjil (Registrar) and all other Non-teaching employees	Shaikhul Jamia(Vice-Chancellor)
4.	Study Leave	Musajjil (Registrar) and all other non-teaching employees	Majlis-I-Muntazimah (Executive Council)

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Note

1. All applications shall be sent to the leave sanctioning authority through the Head of the Departments/Institutions concerned.

2. Orders sanctioning leave shall be sent to the office of the Registrar for making appropriate entries in Service Book

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Ordinance 7 (VII)

LEAVE TRAVEL CONCESSION

1. **Definitions.**
In this Ordinance relates to the Leave Travel *Concession* (here under mentioned as the L. T.C). The relevant terms and defined as hereunder:

(1) **Family:**
The term- “family" means a University employee's wife or husband, as the case may be, residing with the employee, and legitimate children, step children, parents, sisters and minor brothers, residing with and wholly dependent upon the employee.

(2) **Home:**
The term -"home" means the permanent home town or village, as entered in the service Book, or other appropriate official record of the employee concerned, or such other place, as has been declared by him/her, duly supported by reasons, such as ownership of immovable property, permanent residence of near relative etc. at the place where he/she *would* normally reside, but for his/her absence from such a station for service in the University. ,

(3) Once *in* a period of two calendar years:
The expression -"once *in* a period of two calendar, years" means once in cach *block* of two calendar years, starting from the year from which the Scheme w*as* formally introduced in the University.

(4) Regular Leave:
"Regular Leave" for the purpose of the L.T.C means and includes all kinds or Leave, such as Maternity Leave, Extra-Ordinary Leave, Earned Leave. Medical Leave, but does not include Casual Leave.

Note: In the case of vacation staff, vacation *shall* be treated as Regular Leave for the purpose of the L.T.C., and no additional Leave shall be necessary.

(5) **Shortest Route:**

The term -"Shortest Route" *is* given the same interpretation as recognised for travel on duty.

(6) Entitled Class of Accommodation:
The class of accommodation is decided by the class to which an employee is entitled under the T.A. Regulations of the University at the time the journeys are undertaken.

(7) "Class IV Employees"
Means the University employees, the maximum of the scale of Pay of the post of which is Rs.950/- or less, or as revised from time to time.

2. The Leave Travel Concession shall be admissible to the following persons:

(1) All employees of the University of all grades and Government employees on deputation with the University, whose salaries are paid out of thc Government grants.

(2) University Officers, appointed on contract basis, shall be eligible for the L.T .C. on completion of one year's continuous service, if the period of the contract is

more than one year, where the initial contract is for one year, but is later extended, the total duration of the contract will be taken into account for this purpose.

(3) Re-employed employees of the University shall be eligible for the L,T.C, on , completion of one year's continuous service, subject to the conditions under the rules. But in the case of re-employment immediately after retirement, the period of re-employed service may be treated as continuous with the previous service for the purpose of the L. T .C., and the said L. T .C. allowed for the re-employed period, provided that the L.T .C. would have been admissible to the re- employed person, had he/she not retired, but had continued as a serving employee.

3. The L.T.C. shall be admissible to the employees for journeys:

(1) to their home towns and back to the headquarters during regular Leave;

(2) to visit any place in India (other than the home town) and back to the headquarters; and

(3) during Leave Preparatory to Retirement, but shall be limited to the onward journey only.

4. The L. T.C. is not applicable to persons, who are:

(1) not in the whole-time employment of the University;

(2) paid from Contingencies; and

(3) eligible for any other form of L.T.C.

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5. The L. T.C. shall be availed of, subject to the following and such other conditions. as may be laid down from time to time.:

(1) The L.T.C. shall cover self and family;

(2) The L.T.C. shall be admissible only to those employees, (whether permanent, on probation, temporary or officiating), who have completed one year of continuous service on the date of journeys performed by them or their families as the case may be;

(3) The L.T.C. shall be allowed once in a period of two calendar years. However, an employee, who has a family living away from his/her place of work, many avail of the L. T .C. for himself/herself alone every year for visiting his/her home town, instead of having the L. T .C. for both self and family once in a block of two years.

(4) The L. T .C. is ordinarily admissible to the employees for the journeys to their home towns perfomed during regular Leave/Casual Leave No Leave shall be necessary for the journeys of family members.

(5) The L. T .C. *is* restricted to journeys within India, and is admissible to the employees for journeys between places connected by Air/Rail/Road/ Steamer services;

(6) If an employee's home town is outside India, the assistance shall be admissible up to the Indian Railway Station or Port nearest to his/her home town;

(7) In the case of the L. T .C. to visit any place in India (other than the home town) once in a block of four years the reimbursement of fare may be allowcd for the entire distance both ways;

(8) The L.T.C. shall also be available during Leave Preparatory to Retirement. both for self and family, but shall be entitled to onward journey only, and the journeys of self and family should commence within the period of Leave;

(9) The L. T .C. shall not be admissible to an employee, who proceeds on regular Leave and then resigns his/her post without returning to duty;

(10) The L. T .C. may be combined with journeys on transfer or tour;

(11) Advances upto 4/5 of the admissible amount shall be granted to the employees to enable them to avail themselves of the L. T .C., provided that such an advance will be granted to a temporary employee against the surety of a permanent employee of the University;

(12) Once in a block of four calendar years, commencing from the year from which the Scheme is introduced in the University, every employee of the University would be entitled to avail himself/herself of the L. T .C. for journeys to any place in India, subject to all other conditions laid down in this behalf. In particular, the L. T .C. for travelling to. any place in India, if not utilised during a block of four years, could be carried forward to the first year of the next block of four years;

(13) Employees, who are entitled to L.T.C. for journeys to their home towns, shall also be eligible to avail themselves of the L. T .C. to travel to any place in India once in a block of four years, but if this L. T .C. is utilised, it will be in lieu of, and adjusted against the L. T .C. to the home town, including the L. T .C. if any, carried forward, to which they may be entitled at the time the journey to any place in India is undertaken. Further, such employees shall be entitled to carry forward the L.T.C. to travel to any place in India to the first year of the next block of four years only, if they are entitled to a carried forward L. T .C. to home town for that year;

(14) full reimbursement shall be allowed in respect of the L.T.C. to home town, irrespective of the distance;

(15) No L.T.C. claim, in respect of a journey performed by the University employee by a Chartered Bus, Van or any other Vehicle, owned by Private Operators, shall be admitted. There is, however, no bar to travel by buses, vans or other vehicles on Charter, where these vehicles are operated by Tourism Development Corporation in the Public Sector, State Transport Corporation and Transport Services, run by other Government or Local Bodies. The L.T.C. claims for journeys performed by Private Cars shall also not be admissible; and

(16) In the case of journeys performed by means of transport, otherwise than by rail, or in cases, where the journeys performed by the employees are not covered by the existing provisions of the Ordinance, the claims of University employees shall be dealt with in accordance with the rules and orders issued by the Central Government for their own employees.

6. An employee availing L.T.C. shall:

(1) ensure that his/her home town is correctly indicated in his/her service records, otherwise he/she shall take action to have his/her home town entered therein;

(2) whenever he/she intends to avail of the L. T.C., inform the Controlling Officer before journeys, for which assistance will be claimed or undertaken:

(3) produce evidence of his/her having actually performed the journey, for example, Serial Number of Railway Tickets, Cash Receipts etc.;

(4) if he/she takes an advance, ensure that the outward journey is commenced within 30 days from the date of grant of the advance, or refund the full advance;

(5) see that half the advance is refunded, if the period of absence exceeds 90 days; and

(6) submit the bills, adjusting the advance taken within one month from the completion of the return journey. In all cases, the claim shall stand forfeited, or deemed to have been relinquished, if the same is not submitted within one year from the date of the return journey.

7. Controlling Officer for Leave Travel Concession Claims:

(1) The Musajjil (Registrar) shall be the Controlling Officer for L. T .C.

(2) A record of all assistance relating to L.T.C. shall be maintained in the Service Books/ Service Records of the employees.

(3) The Controlling Officer. shall maintain for his own convenience a Register of Home Towns in respect of the employees under his control.

8. Certificate to be given by the Employee:

An employee, availing of the L.T.C. shall furnish a Certificate, saying that:

(1) I have not submitted any other claim for L. T .C., in respect of myself or my family members in respect of the block of the year 19……and 19……..

(2) I have already drawn TA for the L.T.C., in respect of a journey performed by me/my wife with…..children. This claim is in respect of tbe journey performed by me/wife/myself with…….children, none of whom travelled with the party on the earlier occasion.

(3) I have not already drawn TA for the L.T.C., in respect of a journey perfonned by me/my wife with…… children/ children, in respect of the block of two years 19….. and 19…… this claim is in respect of the journey perfomed by me/my wife/myself with…… children/…… children, none of whom availed of the L. T .C. relating to that block.

(4) I have already drawn TA for the L.T.C.. in respect of a journey performed by me in the year 19…… ,in respect of block of two years 19…… and 19…… This claim is in respect of the journey performed by me in the year 19……. This is against the L.T.C. admissible once every year in a prescribed block for visiting home town, as all the members of my family are living away from my place of work.

(5) The journey has been performed by me/my wife with…… children/……. children to the declared home town, viz ……

(6) My husband/wife is not employed in the University/My husband/wife is employed in the University, and the L.T.C. has not been availed of by him/her separately for himself/herself, or for any of the family members for the concerned block of two years.

(7) Certificate to be given by the Controlling Officer:

Certified:-

(a) That Shri/ Shrimati/ Kumari (name of the University employee) _____ has rendered continuous service for one year or more on the date of commencing the outward journey; and .

(b) That the necessary entries have been made in the Service: Book of Shril Shrimati/ Kumari _____

_____

Signature and designation of the
Controlling Officer

Ordinance 8(VIII)

MEDICAL ATTENDANCE RULES

1. **APPLICABILITY**

These rules may be called Jamia's Medical Attendance Rules.

1.1 These Medical Rules supersede all previous rules, circulars and administrative instructions etc. These rules are mainly drawn from Central Services (Medical Attendance) Rules and any amendments/modifications in C.S. (M.A.) Rules will automatically get extended to the Jamia employees.

1.2 These rules shall apply to the following category of employees :-

(i) Regular employees
(ii) Temporary, Re-employed and Contract employees
(iii) Adhoc employees
(iv) Retired Jamia employees
(v) Employees on daily wages who have completed 240 days
(vi) Employees of Hostels and Kitchens

NOTE:

(1) Employees at SI. No. (iv), (v) and (vi) would be eligible for treatment facilities at Ansari Health Centre only and reimbursement of medical claims would not be allowed in any case. However, for the employees at S.No. (iv), the Medical Scheme as formulated by the University Grants Commission for its retired employees may be adopted by Jamia for its retired employees after the scheme has been approved by the Govt., of India,

(2) Fresh Adhoc employees will be allowed medical treatment facilities at Ansari Health Centre only, Such employees will not be allowed reimbursement of medical claims as the scheme is for regular employees only.

2. DEFINITION

Under these rules unless the context other-wise requires :

2.1 "Hospital" means a Hospital approved by the University for the purpose of these rules and included in the list under Rule 6 below.

2.2 Family

The family for the purpose of these rules shall mean employee's wife or husband, as the case may be parents, children and step-children, sisters, widowed sisters, widowed daughters, minor brothers all residing with and also wholly dependant upon the employee.

NOTE:

(1) To be considered as dependant, in case the total monthly income of such member does not exceed Rs. 500/- p.m. from all sources. The condition of dependency both in the case of husband or wife of the Govt. servants has been dispensed with.

(2) All the employees would be required to fill in the declaration form (as per Appendix I) in triplicate every year and send to Finance Officer through proper channel. ,

(3) The Head of the family has to furnish his/her photograph for medical file purpose.

2.3 Authorised Medical Attendant (A.M.A.) means any qualified and registered medical practitioner possessing recognized medical qualification not below M.B.B.S. in Allopathic system or its equivalent in Homeopathic and Indian system of medicines.

2.4 "Government" means the Government of India or the State Government, as the case may be.

2.5 "Employee" means any employee (both teaching and non-teaching) working in Jamia.

2.6 "Beneficiary" means any working employee and member of his/her family.

2.7 "Patient" means a beneficiary taking benefit under these Rules.

2.8 "Medical Attendance" means consultation with the Authorised Medical Attendants.

2.9 "Specialist" means anyone employed and working in a Hospital including a specialist and for the time being attached to a specialised department of a Government Hospital or Jamia recognised Hospitals or Jamia registered Medical Officer.

2.10 "Medical Treatment" means the use of all Medical and Surgical facilities available to private individual at the hospital in which the patient is treated as an indoor or outdoor patient as well as supply of drugs prescribed by the A.M.A./Specialist who considers them to be essential for the recovery of prevention of deterioration in the condition of the patient.

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3. COMMENCEMENT

These Rules shall come into force with effect from the date they are notified.

4. MEDICAL CONTRIBUTION

Admission to the Scheme shall be on payment of contribution which will be on the basis of the pay being drawn by the Employees and it should be at par with the rates being charged by CGHS from the Central Govt. Employees.

The rates of contribution are as follows:-

Pay of the beneficiary (Fig. in Rupees)	Rate of Subscription per month (Fig. In Rupees)
Upto Rs. 3,000	15
3.001 to 6.000	40
6,001 to 10.000	70
10.001 to 15.000	100
15,001 and above	150

The above subscription rates are as per the Govt. of India, Ministry of Health and Family Welfare O.M. No.S.11011/4/94-CGHS(P) dated 20.5.1994.

This will be subject to revision from time to time as per Govt. orders.

5. MEDICAL FACILITIES ADMISSIBLE

5.1 The following types of medical facilities shall be admissible to the employees and their families.

Medical attendance at the Ansari Health Centre

OR

where the employee resides beyond 8 k.m. from the AHC by an Authorised Medical Attendant. The appointment of AMA would be approved by the Registrar in consultation with Medical Officer Incharge, AHC.

NOTE:

(1) Medical attendance means attendance in recognised hospitals/laboratories or at the authorised Medical Attendant's consulting room/premises including pathological, radiological or other methods of examination for the purpose of diagnosis as are available in the said hospital or other laboratory as considered necessary by the A.M.A.

(2) Employees residing beyond 8 k.m. of AHC shall have to declare their AMA and get it apprroved from Registrar Office.

5.2 **Specialist's Consultation**

If the A.H.C/A.M.A. is of the opinion that the case of a patient is of such a special nature as to require medical attendance in a hospital other than himself, he may send to the patient to:

(i) Any govemrnent hospital including homeopathy, Ayurvedic and Unani System.

(ii) Recognised Hospitals as included in the list under Rule 6 below.

(iii) Hospitals as approved by the Govt. of India from time to time.

(iv) General O.P.D. of Holy Family Hospital.

6. APPROVED HOSPITALS

6.1 The following shall be the approved Hospitals Diagnostic Centres for the purposes of reimbursement of medical expenses for hospitalization :-

1 Government Hospitals both of Central as well as of Delhi Administration and Municipal Corporation Hospitals.

2. Holy Family Hospital, Okhla Road, New Delhi.

3. All India Institute of Medical Sciences, New Delhi.

4. St. Stephen's Hospital, Delhi

5. Batra Hospital & Medical Research Centre, Mehrauli-Badarpur Road, New Delhi.

6. Jessa Ram Hospital, Pusa Road, New Delhi.

7. Mool Chand Khairati Ram Charitable Hospital, Lajpat Nagar, New Delhi.

8. Sunder Lal Jain Charitable Hospital, Ashok Vihar, New Delhi.

9. Hamdard Clinic and Hospital, AsafAli Road, New Delhi.

10. Majedia Hospital, Hamdard Nagar, New Delhi.

11 Jeevan Hospital & Nursing Home, Jeevan Nagar. New Delhi.

12. Shanti Mukund Hospital, Institutional Area, Delhi.

13. Lion's Hospital, Kizrabad, New Delhi.

14. Sir Ganga Ram Hospital. Rajnder Nagar, New Delhi.

15. The Central Research Institute for Ayurveda, Punjabi Bagh, New Delhi.

16. All Private Hospitals Diagnostic Centres approved by the Govt. of India from time to time for CGHS beneficiaries.

17. Any other Hospital/ lnstitute with the approval of the Vice-Chancellor/ Executive council.

6.2 The Standing Committee consisting of the following members will examine the question of inclusion/deletion of the hospitals as per Jamia requirements:

1) Senior Most Dean;

2) Medical Officer incharge, Ansari Health Centre;

3) Registrar; and

4) Finance Officer.

NOTE:

(1) The provisions of private hospitals/diagnostic centres for the treatment of the CGHS beneficiaries under CGHS, Delhi and fixation of ceiling rates for different

specialities (treatment/diagnostic procedures) as detailed in Office Memo No. S-11011/16-94-CGHS Desk-ll/CMO(D)/CGHS(P) dated 18th September, 1996 may also be made applicable to the employees of Jamia.

(2) The expenses of any operation not covered by the orders of the Govt. of India may be reimbursed as per the rates of AIIMS/St. Stephen Hospital

(3) instructions for simplification of the procedure for referral to recognised hospitals as contained in the Govt. of India Office Memorandum No.S- 11011/6/96-CGHS(P) dated 11 th June, 1997 will be followd by Jamia.

7. INDOOR HOSPITAL TREATMENT

In case of treatment requiring hospitalisation, the Jamia employees shall be entitled to medical facilities in:

(i) All government hospitals:

(ii) Any approved hospital. However, for treatment in a recognised Hospital, the reimbursement would be subject to limits of admissible charges approved by the Govt. of India from time to time for CGHS beneficiaries under CGHS Scheme.

Note:

In case of emergency where the reference from the A.H.C./A.M.A. is not possible due to closure of the Centre or otherwise, the medical consultation may be obtained on any of the Government Hospitals/ recognised Hospital including Holy Family nearest to the emergency. However a certificate to the effect of "emergency" will have to be obtained from the Medical Officer of the A.H.C. or A.M.A. immediately thereafter and in any case during the course or such treatment.

7.2 The entitlement for indoor treatment would be as under :

(i)	Pay up to Rs. 8275	General Ward
(ii)	Pay Rs. 8276 to Rs.10,500/-	Semi Private Ward
(iii)	Pay Rs. 10,501 to Rs. 17,300/-	Private Ward-II
(iv)	Pay Rs. 17,301 and above	Private Ward-I

In hospital, where semi-private ward is not available, beneficiaries with pay below Rs. 10,500- will be entitled for General Ward.

The maximum Room Rent for different categories would be:

Private I	Rs. 1200/- per day
Private II	Rs. 750/- per day
Semi-Private	Rs.500/- per day
Genral Ward	Rs260/- per day

7.3 **Lab. charges**

Charges of Pathological. Radiological, Bacteriological or other methods of examination for purpose of diagnosis conducted at recognised Hospitals and laboratories on the advice of A.M.A./ A.H.C. would be reimbursed.

7.4 **Specialist treatment**

Jamia employees or a member of his family may receive treatment for cancer, diabetes, mental diseases, tuberculosis at the nearest Govt./recognised Hospital providing such treatment including indoor treatments and is recommended by the A.M.A./Medical Officer ofA.H.C.

7.5 **Maternity**

In maternity cases Central Government Rules would be applicable. For maternity treatment hospitals have been specified in Central Govt. Medical Attendance Rules alongwith the ceilings. These ceilings would also be applicable to cases treated in the recognised hospitals.

7.6 Treatment in All India Institute of Medical Sciences, Batra Hospital, Escorts Heart Institute and other Recognized Hospitals for coronary By-pass Surgery may be taken with the prior approval of the Shaikhul lamia (Vice-Chancellor) as per the ceilings fixed by the Govt. of India from time to time in this regard.

7.7 **Outstation Treatment**

Employees (including the members of the family) who fall sick while out of station or who are visiting home town, may get the treatment from the nearest Hospitals of State/Central Govt. and expenditure in such cases be reimbursed as per rules.

8. RULES FOR REGULATING MEDICAL CLAIMS

8.1 Rate of Consultation

(a) The rate of consultation fee of A.M.A. shall be as per the rates fixed by the Govt. of India from time to time in this regard.

(b) Consultation fees charged by other recognized Hospitals for outdoor treatment (General OPD) would be reimbursed subject to the maximum of the rate fixed by the Govt. from time to time.

8.2 Cost of admissible medicines prescribed by the AMA/ AHC would be reimbursed on the production of the essentiall certificate countersigned theAMA AHC along with cash memos, vouchers, receipt of payment etc. Essentially certificates A & B in the cases of OPD treatment in the recognised hospitals may not be insisted upon. However, certificate 'B' for the treatment as 'indoor' patient will continue to be obtained from the concerned hospital in all cases.

8.3 Cost of preparation which are not medicines but primarily foods, tonics, disinfectants is not admissible.

8.4 Cost of medicines inadmissible under the Central Civil Service Medical Attendant Rules would not be reimbursed,

8.5 The period of treatment for which the cost of medicines would be reimbursed shall be limited to a maximum of 20 days from the date of commencement of a treatment. In case treatment is not completed within 20 days, the patient should be referred to a recognised hospital, The cost of medicine would continue to be reimbursed in such a case even after the patient is discharged from the hospital,

8.6 Claim for reimbursement of medical expenenses in respect of a particular spell of illness should be preferred within 3 months from the date of completion of treatment certified by the AMA/ ARC concerned.

8.7 The bills of medical reimbursement should be forwarded to the Finance Officer by the Heads of the Department of the employee concerned.

8.8 Employees whose wife/husband is working in Govt. of India or any other institution Where separate medical facility is available may opt to avail of the facilities either under these rules or as per the rules applicable to the spouse. For this purpose he/she will have to submit a declaration.

8.9 in case of any doubt in respect of operation of these rules, the provisions contained in the Central Services (Medical Attendance) Rules shall apply.

8.10 Vice-Chancellor would be governed by separate rules as per his terms of appointment.

9. CONTROLLING OFFICER

The Registrar shall be the Controlling Officer to pass claims for reimbursement of medical expenses in respect of all the employees except the Vice-Chancellor for whorn the Vice-Chancellor shall be the Controlling Officer.

10. **INTERPRETATION OF RULES**

If any question arises regarding the interpretation of these rules, it shall be referred to the Vice-Chancellor whose decision shall be final.

11. **APPLICA TION OF THE ORDERS OF GOVT. OF INDIA**

In all other matters not specified in this Scheme, the provisions of Central Services (Medical Atteendance) Rules and rules governing CGHS beneficiaries as amended from time to time and the instructions/orders issued there-under shall apply mutandis to the employees of Jamia except those which have been specifically excluded under this Scheme.

Verified:

(To be verified by the Head of the Department/Office concerned)

Dated:----------

Signature

Designation and Deptt.IOffice

(FOR OFFICE USE ONLY)

Registered at Serial No._____ Signature of Dealing Asstt.

Eligibility verified:

Dated: Signature *ofS.O./A.R.*

Dated: Registrar

(for use in the Ansari Health Centre)

Dated: Admitted to the Medical facilities

_____

Signature
Medical Officer
Ansari Health Centre
Jamia Millia Islamia

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APPENDIX-I

OFFICE OF THE REGISTRAR
JAMIA MILLIA ISLAMIA
NEW DELI-110025

FAMILY DECLARATION FORM FOR MEDICAL FACILITIES
(TO BE FILLED IN BY THE EMPLOYEE IN TRIPLICATE)

Name of the employee ----------

Department/Office ----------

Designation ----------

Present Home Address ----------

S.No.	Name	Age/Date of Birth	Relation with employee
1.			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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This should be accompanied by photograph of the Head of the family.

EXPLANATION:

The family for the purpose of these rules shall mean employees' wife or husband as the case may be, parents, children and step-children, sisters, widowed-sisters, widowed daughters, minor brothers residing with the employees and also wholly dependent upon the employee.

Note: To be considered as dependent, the total monthly income of such member should not exceed Rs. 500/- p.m. from all sources.

Certified that the particulars mentioned above are correct.

Dated:---------- Signature of the employee

ANNEXURE – III
E. C. Res. No. 3.1
Dated 12.09.2006

JAMIA RETIRED EMPLOYEE HEALTH SCHEME

1. APPLICABILITY

These rules may be called Jamia Retired Employees' Health Scheme (JREHS)

The following Pensioners /Family Pensioners are eligible for Medical facilities under JREHS subject to certain conditions /rules given there under. These Rules are mainly drawn from CGHS.

2. ELIGIBILTY

(i) All pensioners including CPF retirees are eligible for availing Medical facilities under JREHS , if they are eligible to avail the Medical facility under Jamia Medical Attendant Rules while in service irrespective of whether they actually availed of such facilities or not prior to their retirement.

(ii) Families of Jamia Retired employees in receipt of family pension are also eligible, if the deceased was eligible for these facilities while in service in Jamia.

(iii) Pensioners /family pensioners / CPF retirees whose children being Jamia employees and eligible for Medical facility under Jamia Medical Attendant Rules can also avail of these facilities as members of the family of the said serving employee provided their pension /family pension does not exceed Rs.1500.

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3. JAMIA RETIRED EMPLOYEE / PENSIONER JOING JREHS

(i) Pensioners / Retired Employees can join **JREHS** immediately on retirement or at any time thereafter.

(ii) Pensioners / Retired Employees joining the Scheme some time after retirement, are not required to pay the contribution for the intervening period. However, in such cases they shall be required to pay the admission fee of Rs 30.

(iii) Similarly, pensioners/ Retired Employees who have discontinued their CGHS membership, but want to be readmitted to the scheme, shall not be required to pay the contribution for the intervening period, but a readmission fee of Rs.30.

4. REGISTRATION WITH THE ANSARI HEALTH CENTRE

Pensioners/ Retired Employees have to get their names registered with the Ansari Health Centre (irrespective of whether they are residing in NCT Delhi or not).

The pensioners /Retired Employees opting for being registered with AHC beyond a radius of 3 Kms from the AHC, shall not be entitled for domiciliary visits by AHC doctors nor any travel expenses for visiting the dispensary.

5. RATES OF CONTRIBUTION

(I) JREHS Contribution rates effective from 1.4.2004 are as under:

S. No.	Basic pay plus dearness pay **OR** Basic pension plus dearness pension (Rs. p.m.)	Contribution rates (Rs. p.m.)
1	Upto Rs. 3000	15.00
2	Rs 3001 to 6,000	40.00
3	Rs 6001 to 10,000	70.00
4	Rs 10,001 to 15,000	100.00
5	Rs 15,001 and above	150.00

Note:

(i) At the time of retirement, contribution for the full month is payable, if the retirement takes place during the first 15 days of the month, otherwise the recovery is waived for the month if he retires during the last 15 days of the month.

(ii) If both husband and wife are beneficiary of the scheme, the person who is in receipt of higher pension shall make the contribution.,

(iii) Original pension (before commutation) including dearness pay & Pension &Equivalent Gratuty portion but excluding dearness relief shall be the basis for determining the rate of contribution.

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Contributions by pensioners/family pensioners

(i) Pensioners/ family pensioners have an option to get their JREHS Pensioner card made by either making JREHS contribution on an annual basis (12 months) or by making JREHS contribution of 10 years (120 months) for getting a permanent /whole life JREHS Pensioner card. A permanent JREHS card VALID for the whole life , will be issued in such cases.

(ii) If the beneficiary has already contributed for ten years, after retirement, he shall be issued permanent JREHS card without making further contributions.

(iii) If the beneficiary has already retired and has made payment, say for three years, he shall be required to contribute proportionately for remaining seven years.

(iv) Employees taking voluntary retirement at an early age, say 45 or 50, shall also pay contribution equivalent to ten times of annual contribution for acquiring permanent JREHS card.

(v) Pensioners desirous of becoming JREHS members, say even at the age of 68 years and above shall pay contribution equivalent to ten times of annual contribution for acquiring permanent JREHS card.

(II) Contributions by Employees getting Extension of service or Re-employment after Retirement

(i) Employees on extension of service or re-employment after retirement shall pay normal contribution as in the case of serving employees for availing Jamia Medical Attendant Rules facilities.

(ii) Period of extension of service or re-employment shall not be counted towards Jamia Medical Attendant Rules contributions, if such pensioners desire to get permanent JREHS card.

(iii) Pensioners who get extension of service or re-employment after paying JREHS contributions for specific period as pensioners, that specific period shall be deducted from the calculated amount of ten years of contributions for getting permanent JREHS card

Mode of payment of contributions

Contributions can be paid through Indian Postal Order or Demand Draft drawn in favor of the Registrar, JMI payable at New Delhi. Payment may also be made electronically in case such facility is available in Jamia.

Contributions by pensioners going Out of station

Pensioners going out of station, without surrendering their cards to the Registrar shall pay actual contribution for the intervening period for which the card was not surrendered. If the actual contribution for the intervening period is less than Rs.30/-then he will pay the actual contribution for such period. If the actual contribution for the intervening period is more than Rs.30/-, he will pay the Rs.30/- as readmission fee.

6. ISSUE OF IDENTITY CARDS

(i) Pensioners are required to apply in the prescribed form for issue of JREHS identity cards, along with photograph of the dependent family members and a copy of pension payment order (PPO) to the Registrar.

(ii) Contribution (based on last pay drawn or basic pension plus dearness pay plus PEG at the option of pensioner) shall be payable along with the application by way of bank draft in favor of JAMIA MILLIA ISLAMIA drawn on a nationalized bank. Subsequent contribution shall be payable in advance for twelve months.

(iii) A permanent JREHS card for whole life , can also be issued on payment of ten years contribution in lump sum. In case contribution for some years has already been paid and a permanent Identity Card is desired on later date, the amount of contribution payable shall be proportionately reduced.

(iv) Pensioners are allowed a grace period of three months for depositing the contribution and getting their Identity Cards issued /renewed. If the card is issued/ renewed after expiry of grace period, the pensioner shall not be entitled to reimbursement for any treatment taken during the period after expiry of grace period and actual date of issue / renewal of the card.

(v) Identity Cards to pensioners are issued by the Registrar, JMI

Guidelines regarding affixing of Family Photographs

(i) Family photograph of the pensioner and his family members availing JREHS facilities, shall be affixed on the Identity Card.

(ii) The photograph shall be changed every five years when new cards are issued.

(iii) The cost of photograph shall be borne by the beneficiaries.

Validity of Pensioners Identity Card

(i) Identity Cards issued to Pensioners are valid for the period ending June/ December every year, for which contribution has been paid.

(ii) If the contribution have been paid for a longer period say for 3 to 4 years, the validity shall be extended accordingly.

(iii) If the pensioner opts to pay ten-years contribution in lump sum, the card shall be valid for whole life.

Renewal of Pensioners Identity Card

(i) Pensioners should get their Identity Cards renewed by depositing their contribution for next one year in advance, or within grace period of three months from the date of expiry.

(ii) If the Identity Card is renewed after the expiry of grace period , the same shall be valid from the date of payment of contribution and not with retrospective effect, and the pensioner will not be entitled for any medical reimbursement / JREHS benefits for the treatment during the period from the date the card should have been renewed and the actual date of its renewal.

Surrender of Pensioners Identity Card by Pensioners going out of station

Pensioners shifting to a city or going abroad are required to surrender their Identity Cards to the REGISTRAR against an acknowledgment receipt. However , contributions already paid shall not be refunded. On their return they may get the card issued again on the basis of the receipt with them without paying the contribution for the intervening period.

However, if the card is not surrendered at the time of shifting they shall to pay actual contribution for the intervening period or readmission fee of Rs. 30, whichever is less.

Loss of Identity Card

In case the Identity Card is lost, the beneficiary should lodge a complaint with the police and also report the matter to the Registrar, JMI.

A duplicate Identity Card shall be issued, if the original card is lost, by the Registrar on receipt of an application in this respect along with following documents:

(i) Copy of FIR from Police Station :

(ii) Copy of complaint lodged with the Police about the loss of original card;

(iii) Charges for issue of a duplicate card by way of a Postal Order favouring Registrar JMI for a sum of Rs.5/- (for the first loss), or Rs.7/- (for the second loss) or Rs.10/- (for third and subsequent loss).

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Replacement of Mutilated Identity Card

(i) If an Identity Card gets mutilated, the card holder shall apply to the Issuing Authority, for issue of a duplicate card alongwith the mutilated card.

(ii) The Registrar shall issue the duplicate card under his seal, bearing number of the original card.

iii) No charges shall be payable by the card holder if the original (mutilated) card was issued more than five years back.

(iv) If the request for issue of duplicate card is made within five years of issue of original (mutilated) card, then the card holder shall be liable to pay Rs.5/- (for first time) or Rs.7/- (for second time) or Rs.10/- (for third and subsequent time), by way of a Postal Order favoring Registrar JMI.

7. JREHS FACILITIES TO PENSIONERS

Pensioners /Family Pensioners shall be eligible for OPD facility at AHC. However in the absence of any OPD facility at the AHC, the Doctor of the Centre may refer the case to the OPD of Holy Family Hospital and expenditure incurred thereon shall be reimbursed by the Jamia. Pensioners shall be entitled for taking indoor medical treatment in the Govt./Referred/Private recognized hospitals and the expenditure incurred thereon shall be reimbursed by the Jamia. Such reimbursement of expenditure incurred by the beneficiary shall be restricted to the limits prescribed by the Medical Facilities under Jamia Medical Attendent Rules. The expenditure incurred in excess of the limits prescribed shall be borne by the beneficiary himself/herself. The rates prescribed for various specialised Tests /Treatment are the same as admissible to Jamia Regular Employees.

7. ENTITLEMENT FOR INDOOR TREATMENT

Pensioners /Family Pensioners shall be entitled for Indoor treatment in Govt/Approved Hospital only at par with the Jamia Regular Employees.

8. FACILITIES NOT PERMISSIBLE TO PENSIONERS

1 OPD other than AHC

2. Treatment in non-recognized hospitals.
3. Treatment in private nursing homes.
4. Treatment outside India.
5. Administration of routine injections at one's residence.
6. Dressing of wound at residence.
7. Supply of artificial appliances e.g. dentures, spectacles, contact lens, etc.
8. Orthodentic treatment and denture.
9. Treatment for obesity due to ingenious factors.

9. FIXED MEDICAL ALLOWANCE FOR PENSIONERS

(i) Pensioner/Family Pensioners residing in an area not covered by AHC are entitled for a fixed medical allowance of Rs.100 p.m. for meeting day-to-day medical expenses that do not require hospitalization.

(ii) Pensioners who have opted for availing Rs.100 p.m. as medical allowance., but also desire to avail Medical facilities for indoor hospitalization treatment from the nearest Govt./Approved Hospital, can be issued JREHS cards bearing stamp 'NOT VALID FOR OPD TREATMENT'.

(iii) Pensioners whose places of residence are not served by AHC shall also be eligible for medical allowance of Rs.100 p.m. on furnishing (a) an undertaking that he has not obtained a JREHS card and (b) a certificate from Registrar to the effect that the place of pensioner's residence is not served by AHC.

(iv) Once the option has been exercised, a pensioner may be allowed only one change in option in life time of a pensioner shall be allowed, in case a pensioner shifts his residence from AHC covered area to non-AHC covered area or vice versa.

(v) Pensioners, receiving from pensions (service pension and family pension) shall be entitled to only single medical allowance. However, if a pensioner receives both military and civil pensions, single medical allowance shall be admissible only when he does not avail medical facilities either from civil or military organizations.

(vi) Re-employed pensioners/employed family pensioners are not entitled to fixed medical allowance.

(vii) Persons receiving ex-gratia pension are not treated as Jamia pensioners/family pensioners and therefore are not entitled to medical allowance.

10. Any amendments/modifications in CGHS will automatically get extended to the Jamia Retired employees.

Ordinance 9(IX)

Travelling and Halting Allowance (TA/DA Rules)

1 These Regulations may be called the Travelling and Halting Allowance Regulations of the University.

2 These shall apply to.-

(a) Members of the authorities of the Jamia e.g. Anjuman (Court), Majlis-I-*Muntazimah* (Executive), Majlis-i-Talimi (Academic Council), Faculties and members of the Committee or Committees appointed by the authorities or the Shaikhul Jamia (Vice-Chancellor) who do not reside in Delhi.

(b) Members of the authorities of the Jamia e.g Anjuman (Court), Majlis-i-Muntazimah (Executive Council), Majlis-i-Talimi (Academic Council), Faculties and members of the Committee or Committees appointed by the authorities or the Shaikhul Jamia (Vice-Chancellor) who reside in Delhi.

(c) Amir-i-Jamia (Chancellor), Shaikhul Jamia (Vice-Chancellor), and Pro- Vice-Chancellor.

(d) Other employee of the University.

(e) Staff and students proceeding on approved excursions/field work and any other academic activities

3. Travelling and Halting Allowance shall be applicable to the following categories

(a) Members of authorities, anjuman, Majlis-i-Muntazimah, Majlis-i- Talimi and members of the Committees appointed by the above authorities:

(i) Journey by Rail: A.C. II Tier each way fare for the members from the place of the residence to Delhi and back.

(ii) Journey by Road: Rs. 8.00 per kilometre.

(iii) Daily Allowance .- (as per attached schedule on page……)

Provided that the Shaikhul Jamia may grant travelling and halting allowance at any other rate or rates in special cases, if necessary

Members required to attend two or more meetings of the Jamia with an interval of one or more days not exceeding three will be entitled to draw halting allowance at the same rate for such days.

(b) Members of the authorities other than the employees of the Jamia, who reside in Delhi shall be entitled to travelling allowance for attending meetings of authorities or Committees as prescribed under 3 (a) (ii) above

(c) **Amir-i-Jamia, Shaikhul Jamia**

(i) Journey by Rail:- A single Air conditioned or accommodation of the highest class provided by the Railway.

(ii) Journey by Air:- One standard air fare to and fro.

Note (i) Standard air fare means the actual single air fare payable for the service by which the journey is performed.

(ii) Daily allowance at the rate admissible to Shaikhul Jamia/Naib Shaikhul Jamia.

(iii) Journey by Road:- Rs. 8.00 per kilometre.

(iv) Daily Allowance :- (Annexure II of this Ordinance)

(v) Single new Second Class Railway Fare.

Wherever Rail-cum-Road services exists and tickets for the combined journey are issued by the Railway authorities, the journey will be performed on Rail-cum-Road tickets issued by the Railway authorities and the mileage allowance for the road portion of the journey shall be calculated as for journey by Rail.

(d) Other employees of the Jamia

For purposes of travelling/halting allowance members of the staff will be categorised into five grades as follows:

Basic Pay + NPA + Stagnation Increment.

(i) Rs. 16,400 and above
(ii) Rs. 8,000- 16,399
(iii) Rs. 6,500 -7,999
(iv) Rs. 4,100- 6,499
(v) Below Rs. 4,100- GIO (1), SR 17.

Note 1 : 'Pay' means, pay in the revised scales of pay special pay, non- practising allowance, personal pay and any other emoluments which may be specially classed as pay, actually drawn by the person.

Note 2: In the case of re-employed persons, 'pay' will include the amount of original pension and pension equivalent of retirement gratuity which he has been allowed to draw in addition to pay on re- employment. If the total of pay plus pension etc. exceeds the maximum of the pay scale of the post. such excess will be ignored.

Note 3 : Honorary of part-time workers shall rank in such grade as the Vice-Chancellor may decide in each case.

(e) Students -proceeding on academic activities (Annexure I)

4. **General**

(i) A member of the staff will be paid travelling/halting allowance for travel in connection with official work or in connection with congresses, conferences or seminars when he is sent as a delegate by the Jamia (and is not paid by the authorities organising the congress etc) or when he to proceed on field work or accompany students on educational tour/field work. Approval of the competent authority prescribed for the purpose shall, however, be taken before undertaking such journeys.

Note: In the case of congresses/conferences/seminars, approval of the Vice- Chancellor shall be obtained. The Deans may sanction field work by teachers and other Research/Technical staff of the Jamia in respect of projects approved by the Jamia and within the sanctioned provision.

In the case of other tours on official work, Finance Officer, Deans and Musajjil (Registar) may authorise the move in the case of staff working with them. In the case of Deans and Musajjil the tour programme shall be got approved by the Shaikhul Jamia.

(ii) Annexure I & II sum up the provisions regarding (a) the entitlement to rail travel, and rates of mileage and the conditions subject to which the payment will be regulated and (b) the rate of daily allowance and the conditions regulating its payment.

(iii) When a person combines tour with vacation/leave and does not return to headquarters immediately on completion of tour, he will be entitled to travelling/halting allowance for onward journey only.

(iv) When a member of the vacation staff is required to come to headquarters from outside to attend, during vacation, meetings of the Muajlis-i-Muntazimah or other Statutory bodies and of Committees appointed by these bodies or meetings of examination committees etc., he will be entitled to travel grant for the journey from the place of stay outside to the place of the meeting and back but not to any halting allowance.

(v) A person compulsorily recalled to duty before the expiry of leave sanctioned to him will be entitled to draw travel grant from the place at which thc communication reaches him provided the leave is curtailed by not less than a month. If the period by which the leave is curtailed is less than a month travel grant may be allowed at the discretion of the Shaikhul Jamia

(vi) Contribution may be granted in the following cases to the University teachers who attend conferences/seminars etc. outside India with the approval of the Majlis-i-Muntazimah:

(a) A person who is nominated or elected as President or Chairman of the Conference/meeting/section etc.

(b) A person whose paper has been accepted for being presented at the Conference/Seminar .

The travelling allowance shall not exceed the actual travelling expenses and halting allowance that they may be paid in special case to the participants shall be decided by the Shaikhul Jamia.

(vii) On educational tour/field work trips, the railway fare will be allowed at the concessional rate, where such concession is permissible under the railway regulations, by the class to which the person is entitled according his grade.

(viii) The authority competent to permit a person to proceed on tour etc. may sanction an advance to cover his travelling expenses for a period not exceeding thirty days.

A second advance is not permissible except under special sanction of the Shaikhul Jamia, until an account has been given of the first advance.

(ix) The T.A. bills shall be submitted within a month of the completion of the tour. Balance out of the advance, if any, shall however be refunded immediately.

Unless permitted by the Shaikhul Jamia the entitlement of a person to travelling and halting allowances is forfeited as deemed to have been relinquished if the claim is not preferred within six months from the date on which they become due.

(x) Travelling and halting allowances once drawn and admitted shall not be revised in consequence of revision of T A regulations or increase in pay resultant on promotion/grant of advance increments with retrospective effect except for late authorisation/drawal of increments,

(xi) The Deans and Musajjil will be their own Controlling Officers. They will also be Controlling Officers in the case of the staff working with them.

(xii) It is the duty of a Controlling Officer before signing or counter-signing a travelling allowance bill

(a) to see that the halt has not been unnecessarily or unduly protracted;

(b) to satisfy himself that travelling allowance for journey by Rail has been claimed for the class of accommodation actually used; and

(c) to observe any other instructions which the Majlis-i-Muntazimah or the Shaikhul Jamia may give for his guidance

The Controlling Officer may disallow any claim which, in his opinion, does not fulfill the above conditions.

(xiii) The Controlling Ofticer may permit a person to draw the actual cost of hiring a conveyance not exceeding the scales given below in connection with a journey performed in the Jamia's interest within a radius of 8 kms. from his headquarters when a staff car/Jamia conveyance is not made available and no travelling is admissible.

Those in Grade I	Taxi fare
Those in Grade II	Scooter fare

Note: The conveyance hire reimbursable shall normally be the bus fare if the places to be visited are connected by the public conveyance. If on such routes any other conveyance is hired, the hire charges may be reimbursed on the certificate of the Finance Officer, Deans, and Musajjil that in the interest of the Jamia's work or due to the urgency it was necessary to hire such a conveyance. If the places to be visited are not connected by public conveyance, scooter fare may be paid.

These in Grades III & IV	Bus fare except where in the interest of the Jamia, some other conveyance is permitted to be engaged.

Note 1: Conveyance expenses will not be reimbursed in respect of a journey if the person concerned is granted any compensatory leave or otherwise receives any special remuneration, for the purpose of the duty which necessitated the journey. However, where the person is recalled to office from his residence the controlling officer may reimburse conveyance expenses in addition to the overtime allowance admissible to him.

Note 2: In the case of a person less than in rank of an Assistant or equivalent. conveyance expenses may be paid if he is required to come to office outside the ordinary hours of duty and does not receive any special remuneration/overtime allowance.

Note 3 .When a person travels a class lower than that he is entitled, he shall be entitled to the reimbursement fare of the class actually used.

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ANNEXURE –I
(Reference No. (ii) of the General)
ENTITLEMENT TO RAIL TRAVEL AND RATES OF MILEAGE AND CONDITIONS OF PAYMENT

1. **Entitlement to Rail Accommodation and Mileage A11owance.-** In supersession of SR 34 and Orders thereunder, the pay ranges and the travel entitlement for journeys by rail on tour and transfer will be as follows from 1-10-1997.

Pay Range	**Shatabdi Express**	**Rajdhani Express**	**Other Trains**
Rs. 16,400 & above	Executive Class	AC First Class	AC First Class
Rs. 8,000 to Rs. 16,399	AC Chair Car	AC 2-tier Sleeper	AC 2-tier Sleeper
Rs. 6,500 to Rs.7,999	--do	@ AC Chair Car	*First Class/ AC 3-tier Sleeper/AC Chair Car
Rs. 4,100 to Rs.6,499	-do-	@ -do-	* -do-
Below Rs. 4.100	-do-	@ -do-	Second Sleeper

* All Government servants who are entitled to travel on tour/transter by AC 3-tier/First Class/ AC Chair Car may, at their discretion travel on tour/transfer by AC 2-tier Sleeper where any of the direct trains, connecting the originating and destination stations by the direct shortest route do not provide these three classes of accommodation.

@ Travel by AC 3-tier Sleeper is permissible in trains where AC Chair Car accommodation is not provided.

Note: Journey by air may be undertaken only with the prior approval of the Shaikhul Jamia.
When permitted to travel by air the person will be entitled to standard air fare by the economy class.

II.Condition of Payment

Journey by Rail

a. When a person travels a class lower than that he is entitled, he shall be entitled to the reimbursement fare of the class actually used

b. When travelling by the Rajdhani Express, the daily allowance for the period of Journey will be restricted to 1/2 daily allowance at ordinary rated.

c. Persons in all grades will be entitled to reimbursement. or reservation charge tor a seat (for day Journeys and sleeper berth for night Journeys) in addition to the fare for Second Class.

B. Journey ByRoad

d. For Journeys within a radius of 8 kms. from the headquarters, only conveyance hire is reimbursable.

e. Journeys within the Municipal limit of a city are termed as local Journeys and for such local Journeys mileage allowance and 50% of the admissible quantum of daily allowance tor the duration of absence from , headquarters are admissible vide sl.no.2 and 3 of "Il-conditions regarding the payment of Daily Allowance" below Annexure II.

f. For other road Journeys the following conditions shall apply-

(i) If the two places are not connected by rail, entitlement as calculated at the rates given in the above table would be further restricted to the TA admissible as for a rail Journey if that be less.

(ii) when the means of locomotion is provided free of charge, the person may draw only the daily allowance for the full duration of absence from headquarters.

(iii) when two or more persons travel together by sharing the hire charges of a conveyance each one of them may draw the fare actually paid by him limited to the road, mileage admissible at the rates shown in the table.

C. *Others:*

g. The Journey shall be made by the shortest of two or more practiceable routes or by the cheapest of such routes as may be equally short.

h. When a return ticket is available at reduced rates and the return journey is expected to be performed within the period allowed on such ticket, it shall always be purchased.

i. Expenditure in connection with the booking of tickets is to be borne by the individual concerned.

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ANNEXURE .: II

(Reference. No.4(II) of the Bye-law XIX)

Rates of Daily Allowance for halt Admissible and Conditions Regulating their Drawal

1 Rates of Daily Allowance

Rates of D.A. for halt at various stations/localities are given below:-

(1)	(2)		(3)		(4)		(5)	
Pay Range	A-I Class Cities		A-Class Cities & specially expensive localities		B-l Class Cities Expensive localities		Other localities	
	Ordy.	Hotel	Ordy	Hotel	Ordy	Hotel	Ordy	Hotel
	Rs	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
16,400 and above	260	650	210	525	170	425	135	335
Rs.8,000 to Rs. 16,399	230	505	185	405	150	330	120	225
Rs 6500 to7,999	200	380	160	305	130	250	105	200
Rs 4,100 to Rs 6,499	170	245	135	195	110	160	90	130
Below Rs 4,100	105	125	85	100	70	85	55	65

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II. Conditions Regulating the Payment of Daily Allowance:

1. In all cases where a person stays in Government or public sector Guest House and pay lodging charges in excess of 25% of daily allowance admissible to them in the concerned localities under table (A) above, daily allowance shall be payable as under
   (i) The respective rate of daily allowance for the concerned localities as shown in table (A) shall be reduced by 25% and the lodging charges (exclusive of breakfast/meals) paid by a person to the Government public sector Guest House, authority for each calendar day shall be added thereto.
   (ii) Daily allowance equal to the amount calculated in (I) above shall be admissible to the person concerned subject to the condition that where it exceeds the hotel rate to which the person concerned is entitled for the respective locality as per table (B) above, it shall be restricted to the latter rate.
2. No daily allowance shall be drawn unless a person reaches point beyond 8 kms. from his place of duty
3. For 'local Journey' (i.e. Journey to a point which is beyond a radius of 8 kms. from the duty point but within the municipal limits of the city in which the duty point is located) a person will draw for the Journey involved, mileage allowance at the rates given in the Annexure I and in addition draw 50 per cent of daily allowance calculated at the rates laid down in note below, i.e. where the absence from headquarters is for less than 6 hours he will draw 50% of 30% daily allowance and so on.

   When a person of a grade lower than the first grade is required by the Finance Officer. Dean and Musajjil to travel by means of a conveyance the hire charges of which exceeds the amount of mileage and daily allowance admissible as stated above, he may draw the actual cost of conveyance hire. In such cases, the claim shall be supported by the special conveyance as absolutely necessary and specifying the circumstances which rendered it necessary.

4. No daily allowance for a 'local Journey' will however, be drawn if the Journey is performed in a staff car or other University vehicle.
5. As mentioned in note I below "Il-Conditions of payment" of Annexure I. no incidentals are admissible for the rail/road/air journey. The daily allowance will now be payable for the full duration of absence from headquarters.

The payment of daily allowance will be regulated as follows:

Full daily allowance may be granted for each completed calendar day of absence reckoned from midnight to midnight. For absence from headquarters for less than 24 hours the daily allowance will be admissible at the following rates:

If the absence does not exceed 6 hours	NIL
If the absence exceeds 6 hours but does not exceed 12 hours.	70 per cent
If the absence exceeds 12 hours	FULL

In case the period of absence from headquarters falls on two calendar days, it is reckoned as two days and daily allowance is calculated for each as above. Similarly, daily allowance for days of departure from the arrival at headquarters will also be regulated accordingly.

6. Whenever the claim is preferred with reference to the rates at (B) above, it should be accompanied by a certificate in the following terms and the vouchers in support of the stay in the hotel/establishment should be annexed to the T A claims:

"Certitied that I stayed from ……...(Date) to……....(Date)---- at …… ……..... (name of the hotel/ establishment) …… at …….. (name of the place).

which provides board lodging at scheduled tariffs"

7. If a person is provided with free boarding and lodging he will draw only 1/4th of daily allowance admissible to him. If he is provided with only free boarding, he will draw 1/2 of the daily allowance. If he is provided only free lodging he will draw 3/4 of the daily allowance.
8. For the time spent in Journey, only ordinary rate of daily allowance as in the table at (A) will be admissible. When the total absence from headquarters is partly. spent in Journey/Ordinary locality and partly in expensive locality the total number of daily allowances in terms of note(5) above will first be calculated. From this, the number of daily allowance for halt in the expensive locality for which daily allowance at the special rates will be allowed, will be deducted. The remaining number of daily allowance will then be calculated at the ordinary rate in table at (A) above.
9. A person is not entitled to draw daily allowance on days when he is on leave of any kind. NO daily allowance is also admissible for any day, whether Sunday or holiday, unless the person is actually in Camp.

E.C. Resolution No. EC-2015(I): 3.22 , dated : 10.04.2015
Notification F.No. 03/L&O/RO/JMI /2015, dated: 06.01.2015

Ordinance 10 (X)

ALLOTMENT OF RESIDENTIAL ACCOMMODATION

1. There shall be a Committee for the allotment of residential accommodation, consisting of the following members namely:
   (1) The Shaikhul Jamia (Vice-Chancellor)/or his nominee -Chairman;
   (2) The Naib Shaikhul Jamia (Pro- Vice-Chancellor);
   (3) Three Deans of the Faculties by rotation according to seniority.
   (4) The Secretary, Jamia Teachers' Association;
   (5) The Secretary, Jamia School Teachers' Association;
   (6) The Secretary, Jamia Administrative Staff Association;
   (7) The Secretary, Shafiq-ur-Rehman Kidwai Association; and
   (8) Head of Schools -One each for a period of three years in order of rotation.
   (9) Special Invitees -i) Finance Officer, ii) Incharge/Executive Engineer Building & Const. Department.
   (10) Incharge Property Department.
   (11) The Musajjil (Registrar) -Secretary.

2. The Committee shall:
   (1) categorise and allot residential accommodation to the staff of the University;
   (2) review residential facilities available from time to time and make allotments as per the ordinances framed in this behalf from time to time; and
   (3) frame Regulations in this regard.

3. One-third members shall form the quorum.

4. **Definitions:**
   (i) 'Salary' for purposes of determining eligibility for a class of house shall include basic pay and grade pay in the respecrtive pay bands.
   (ii) 'Emoluments' for purposes of recovery of license fee shall include:
      (a) Pay;
      (b) Dearness Pay;
      (c) Payments from general revenues and fees, if such payments or fees are received in the shape of a fixed addition to monthly pay and allowance as part of the authorised remuneration of a post;
      (d) Pension;
      (e) Subsistence Grant, in case of a University employee under suspension, who is in receipt of the amount of the subsistence grant. Provided that if such employee is subsequently allowed to draw pay for the period of suspension, the difference between the license fee recovered on the basis of the Subsistence Grant and the emoluments ultimately drawn shall be recovered; and
      (f) City Compensatory Allowance.
   (iii) 'Family' for purposes of these Ordinances shall include only wife/wives, husband, children, parents, unmarried brothers and sisters residing with the Jamia employee and who are fully dependent on him/her.

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(iv) The term 'allotment' means and includes the license given by the University to an employee of the Jamia to reside in the premises as in accordance with the terms and conditions laid down by the University from time to time.

(v) Long leave shall mean Extraordinary leave, for a period not less than six months, the Study Leave and Sabbatical exceeding a year .

(vi) 'Premises' as defined in para 2 (C) of Premises & Property Act.

(vii) The employee of the University who is allotted University accommodation/house.

(viii) 'License Fee' means the sum of money payable monthly in respect of any type of residence allotted to an employee under these rules and shall be such as may be decided from time to time by the Executive Council.

(ix) The 'market rate' means the sum of money to be payable as per the provisions made hereinafter and shall be such as may be decided by the Majlis-i-Muntazimah (Executive Council) from time to time.

5. Save as otherwise provided, a University employee will be eligible for allotment of a house of the class as given in para 6 below.

6. The entitlement for the category/class of accommodation/houses, on the basis of Grade Pay, is given below:

i)	Category	A	10,000/- and 12,000/-
(ii)	Category	B	5,400/- - 6,600/-
			7,600/- - 9,000/-
(iii)	Category	C	4,200/- - 4,800/-
(iv)	Category	D	1,900/- - 2,800/-
(iv)	Category	E	1,300/- - 1,800/-
University Teachers' Hostel		-	All University Teachers are eligible.
School Teachers Hostel		-	All School Teachers are eligible.
Transit Quarters – D-Type for Class-III		-	All members of non-teaching Class-III staff are eligible.
	-E-Type for Class-IV	-	All members of non-teaching Class-IV staff are eligible.

7. The allotment of a house shall be made to a permanent and whole-time employee of the University staff.

8. An employee of the University, who himself/herself or any dependent members of his/her family owns, possesses or derives rent from accommodation located within a radius of Twenty (20) kms. from the University in his/her name or any name shall not be entitled for allotment of the University accommodation.

9. Allotment of houses under "Essential Services" to be approved by the Majlis-i-Muntazimah (Executive Council) from time to time, shall be made by the Accommodation Allotment Committee subject to availability of houses. The allotment under this category will be made with the express conditions that their services will be available after office hours and during holidays also. However, an employee will have to vacate his/her house within sixty days after he/she ceases to hold the position under the said category.

Provided that the list of Essential Services as approved by the Executive Council dated 31.01.2001 or as amended from time to time will be placed as **Schedule-I** to **Ordinance-X (Admn.)**

10. Allotment shall be made on the basis of seniority list maintained by the Musajjil (Registrar) as Secretary, Accommodation Allotment Committee, for the purpose of allotment of accommodation.

(i) The seniority for the purpose of allotment of Teachers' Hostel and Transit Quarter shall be computed on the basis of continuous service from the date of joining the University on regular basis through Selection Committee.

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(ii) Seniority for the purpose of allotment of the other types of accommodation shall be determined as mentioned below:

(a) **The seniority (priority date) for the purpose of allotment of accommodation categorized as A, B, C, D and E will be calculated from the date of regular appointment in Jamia..**

(b) Where the priority date of two or more employees is the same, seniority among them shall be determined by the emoluments, and the employee drawing higher emoluments will be given first preference;

(c) Where the emoluments are equal, the length of service will be criterion; and

(d) Where both the emoluments and the length of service are equal, the employee in higher scale of pay will get preference.

(e) Where the date of priority, length of service, emoluments and pay scales are equal/same, the seniority among them shall be determined by seniority in age.

(iii) The seniority list for the purpose of houses allotment shall be prepared by inviting fresh applications which will be effective from 1st January each year and be valid till 31st December of that year. The applicants, who have applied earlier, shall have also to apply afresh if they still seek allotment of the house. The seniority list so prepared shall remain valid for one year and no application should be entertained during the applicability of such list.

(iv) In exceptional emergent situation arising out of excruciating medical disability of self, spouse and/or dependant parents/children/unmarried sister(s), duly certified by medical Board, request for out-of-turn allotment may be considered by the Vice-Chancellor, subject to availability of requisite type of accommodation.

(v) The allotment on medical ground including ground floor/central area Shall be made in the case of the Government servants and their spouses, dependent children and dependent parents. suffering from any of the following diseases:

(a) Tuberculosis: Pulmonary tuberculosis (serious case only).

(b) Cancer Cases: Malignant neoplasm.

(c) Heart ailments: of an exceptionally serious nature and in need of urgent treatment.

(d) Disabled persons:

(1) Blind : Those who suffer from either of the following conditions.

(i) Total absence of sight.

(ii) Visual Acuity not exceeding 6/90 or20/200 (snellen) in the better eye with correcting lenses.

(iii) Impression of the field of vision subtending an angle of 20 degree or worse.

(2) Deaf: Those haying hearing loss of more than 90 decibles in the better ear (profound impairment) of total loss of hearing in both ears.

(3) Orthopedically handicapped:

To the extent of 40% and above disability.

(4) Mentally handicapped/spastic dependants.

Note (1) The list of diseas on the basis of which discretionary allotment may be considered as above, is not an exhaustive one. The Committee may consider any other life threatening diseases or other serious disabilities causing permanent impairment, for this purpose.

Note (2) In cases where disability of dependent parents is the sole ground for askinf for discretionary allotment, the Committee should consider the facts and circumstances along with merits of each case carefully, before making their recommendations.

(vi) Request for allotment will be made on the prescribed proforma as appended.

(vii) (a) The applicant for allotment of accommodation shall furnish an Affidavit, stating therein that he/she does not own an accommodation in his/her name or in the names of his/her family members, located within a radius of twenty(20) kms. from the University.

(b) If any employee has a complaint against any applicant for allotment of accommodation, or against an employee to whom accommodation has been allotted, that he/she owns an accommodation within a radius of twenty (20) kms. from the University, he/she shall furnish an Affidavit and provide documentary evidence in support thereof.

11. In case, there is no member of the staff eligible/available for the allotment of a house, which is available for allotment, such accommodation may be allotted to a member of the next higher/lower category.

12. An employee to whom a residence has been allotted shall convey his acceptance of the allotment within ten days of the receipts of the order of allotment. If the employee fails to accept the accommodation as above, the allotment made shall stand cancelled and such employee shall have no entitlement of allotment for two years.

If after acceptance, possession is not taken of the accommodation within 8 days from the date of accepting the allotment offer, the allotment made shall stand cancelled and such employee shall have no entitlement of allotment for two years.

13. At least 10 days' intimation is to be given to the Registrar for vacation of residence, when the allotment of residence will be deemed to have been cancelled w.e.f. the 11th day of the receipt of the intimation, or the date specified in the letter whichever is later. Failure to give due notice will entail payment of licence fee for 10 days or the number of days by which the notice falls short of 10 days.

14. The allotment shall be effective from the date of occupation by a licensee or from the 15th day of the receipt of the order of allotment, whichever is earlier, and shall continue as such unless it is cancelled by the University or surrendered by the licensee himself/herself.

15. If an employee occupying a lower type residence is allotted or offered a residence of the type for which he/she is entitled, he/she may, on refusal of the allotment or offer of allotment, be permitted to continue in the previously allotted residence on the conditions that while retaining the existing residence he/she shall be charged the same license fee which he/she would have had to pay in respect of the residence so allotted or offered or the license fee payable in respect of the residence already in his/her occupation, whichever is higher.

16. (i). An allotment shall be cancelled by the Accommodation Allotment Committee in the circumstances mentioned below herein after specified:

(a) When an allottee has ceased to be in the service of the University.

(b) When an allottee owns accommodation within a radius of twenty (20) kms. vide para 8 above.

(c) When an allottee fails to join duty on the expiry of the period of sanctioned long leave.

Provided further that an accommodation may be retained in the following cases, subject to the maximum periods noted against each:

No.	Cases	Period of Retention
(i-a)	Resignation, Dismissal, removal or termination of service, or unauthorized absence without permission	One (1) month
(i-b)	Retirement from Services/Return from Deputation/Terminal Leave	(a) In case accommodation allotted prior to 01.07.2013: 2 month on normal license fee, another 2 months on double of the normal license fee, further 2 months on four times of the normal license fee and subsequent 2 months on six time of the normal license fee. (b) In case of accommodation allotted on or after 01.07.2013: 2 month on normal license fee, another 2 months on double of the normal license fee and further 2 months on four times of the normal license fee.
(i-c)	Death of Allottee	Two (2) years if the deceased or his/her dependent does not own a house at the last station.

"Provided that the permissible period of retention of General Pool accommodation to the allottees who retire on or after 23.4.2013, shall be as under:

(a) **In cases of accommodation allotted prior to 01.07.2013**:
2 months on normal licence fee, another 2 months on double of the normal licence fee, further 2 months on four times of the normal licence fee, and subsequent 2 months on six times of the normal licence fee.

(b) **In cases of accommodation allotted on or after 01.07.2013**:
2 months on normal licence fee, another 2 months on double of the normal licence fee, and further 2 months on four times of the normal licence fee."

(ii) In case, the dependents of allottee, who has been sanctioned long leave [l(v)] also go with the allottee, accommodation will be surrendered to the University, but in that case the allottee be provided the first available accommodation of equivalent type immediately on his/her return.

Provided that an employee who has been sanctrioned Study Leave or deputed to other organization within the country may retain the allotted accommodation for a limited period as per the Government Rule, with prior permission of the Vice-Chancellor.

At the time of sanctioning of long leave the Administration shall communicate to the employee about the stated provision governing retention of the accommodation during the period of sanctioned leave and take necessary steps for its compliance.

(iii) That all those employees who are in occupation of the University accommodation and also have their own accommodation or after allotment acquire in future accommodation in their name or in the name of any member of their family within a radius of twenty (20) kms. from the University, shall vacate the official accommodation within three months from the issue of notice in this regard, or the

acquisition of the accommodation, as the case may be. In case of non compliance of the notice, the employees concerned shall be liable to pay License Fee at market rate and shall be dealt in accordance with the provisions of the Public Premises (Eviction of Unauthorized Occupation) Act.

17. The liability for payment of license fee, rates and taxes, if any, shall commence from the date an allottee takes charge of the residence or as laid down in para 10 above, whichever is earlier.

18. If the house is vacated within 1st to 15th of any month or is occupied on or after 16th of any month, the license fee for 15 days shall be charged; if the house is occupied on or before 15th or vacated on or after 16th of any month, the license fee for full month shall be charged.

19. Any member of the staff already in residence of a house other than to which he/she is eligible may, whenever vacancy arises be allotted the class of accommodation to which he/she is eligible.

20. The employee in occupation of a house in his/her own category shall not be eligible for the allotment of another house within the same category.

    (i) Employee to whom residence of the same type has been allotted may apply for permission to mutually exchange their residence and permission for such exchange may be granted by the Accommodation Allotment Committee after due consideration of various circumstances and if both the employees reside in their mutually exchanged residence for at least six months from the date of approval of such exchange failing which the allotment may be cancelled by the Accommodation Allotment Committee.

    (ii) Provided that the Licensee may be apply for 'change of floor' in the same category on the following basis:

        (a) On medical grounds: Provided that a request for change of floor shall be supported by a certificate issued by a hospital recognized by the University and duly certified by the Chief Medical Officer, Ansari Health centre, JMI.

            Further provided that such allotment shall be need-based with due regard to the seniority of the Licensees.

        (b) On eligibility of allottees of upper floors for allotment of lower floors: Provided that a request for all allotment of lower floor is made in writing, subject to the condition that such allotments shall be with due regards to the seniority of the Licensees from the date of possession of the said flat.

            Provided further that no application for change of floor will be valid unless the applicant (Licensee) has occupied the allotted flat for a minimum period of two years.

    It is clarified that the seniority for the change of floor will be determined amongst the Licensees from the date of possession of a particular type of quarter and, in case the date of possession are the same, the seniority will be decided from the date of eligibility for the particular category of house to which he/she is entitled to.

21. Every person to whom accommodation has been allotted shall maintain the allotted premises in a clean and sanitary conditions to the satisfaction of the University. Municipal and Health Authorities.

22. The licensee shall be responsible for any damage beyond normal wear and tear of all fittings and fixtures provided in the allotted premises during the period for which the residence has been and remains allotted to him/her and or remains under his/her occupation.

23. The licensee shall not:

(i) Sublet or share or part with the possession, with or without consideration of license fee, the whole or part of the allotted premises, or any of the out-houses or apartment thereof.

(ii} Construct temporary or unauthorised structures in any part of the allotted premises.

(iii) Use the allotted premises or part thereof for purposes other than which they are meant; and

(iv) Make unauthorized extensions from electric or water connections or temper with them.

Note: Violation of any of the condition/conditions shall amount to misuse of the University property and invite disciplinary action.

24. The licensee shall not use the premises allotted to him/her in a manner so as to be source of annoyance or nuisance to the neighbourhood.

25. Every licensee shall at all reasonable times, permit authorized officer(s) of the University or employees of the Building and Health Departments to enter upon the allotted premises for inspection, etc.

26. **Penalties for breach of Allotment Rules**: Allotment will be cancelled in addition to the disciplinary action that may be taken against the allottee, if he/she

(i) Unauthorisedly sublets the quarters;

(ii) Erects any unauthorised structure in any part of the residence;

(iii) Tampers with the electric or water connections;

(iv) Puts the residence into improper use;

(v) Conducts himself in a manner which is prejudicial to the maintenance of harmonious relations with his neighbours;

(vi) Has knowingly furnished incorrect information for securing allotment of the residence.

27. A licensee shall, on occupation or vacation of the residence, sign an inventory of fittings and/or furniture in the residence. Such an inventory shall be prepared and signed by the authorized official(s).

28. Allotment of residential accommodation attached to a Hostel to an employee (connected with the Hostels) will be made by the provost concern with due approval of the Shaikhul-Jamia (Vice-Chancellor). Such an employee will have to vacate the accommodation soon after he/she ceases to hold the position in the Hostel under the Provost concerned.

Provided further that such accommodation shall be provided on temporary basis and shall not be consider as house provided by the University under paras above. However, the provisions concerning the payment of House Rent allowance and License Fee be applicable to him/her as in the case of normal licensee of the University.

29. a) When University employee who is an allottee of the University accommodation retires from service, his/her son, unmarried daughter or spouse, as the case may be, can be allotted accommodation, provided the said relation is a University employee and is eligible for allotment of accommodation and had been continuously residing with the retiring employee for at least three years immediately preceding the date of his/her retirement and should not have drawn HRA for that period.

b) When university employee in occupation of university residence dies while in service, his/her eligible dependent may be allotted accommodation on adhoc basis as below:

(i) The allotment will be one type below the dependant's normal entitlement. The allotment of the same quarter occupied by the deceased employee can be made on fulfilling the conditions of allotment.

c) The above concession will however, be not available in cases where the retiring employee or the member of his family owns a house within a radius of twenty (20) kms. from the University .

d) The clearance of all dues outstanding in respect of the premises in occupation of the retired employee shall be an essential condition for the consideration of an allotment to an eligible dependent.

30. For the period of unauthorized occupation of the University accommodation the University employee will be required to pay license fee at market rate for the period of unauthorized occupation and may face disciplinary action.

31 The market rate for the first three months of unauthorised occupation will be TWENTY TIMES of the licence fee, and FORTY TIMES of the licence fee for the period exceeding three months.

The market rate will be charged for the entire period of unauthorised occupation without prejudice to the University's right to initiate action under Public Premises Act against the unauthorised occupant.

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Schedule-I to Ordinance-X(Admn.)

Allotment of Residential Accommodation
List of Essential Services

A. Office of the Shaikhul Jamia (Vice-chancellor)

1.	Shaikhul Jamia (Vice-chancellor)	:	
2.	Secretary to the Vice-chancellor	:	One
3.	Personal Asstt. To the Vice-chancellor	:	One
4.	Driver of the Vice-chancellor	:	One

B. Office of the Naib- Shaikhul Jamia (Pro-VC)

1.	Naib Shaikhul Jamia (Pro Vice-chancellor)	:	One
2.	Driver of the Pro Vice-chancellor	:	One

C. Office of the Musajjil (Registrar)

1.	Musajjil (Registrar)	:	One
2.	Sr. P.A/P.A. To Registrar	:	One
3.	Driver of Registrar	:	One

(E.C. Resolution No. 8 dated 20-12-2010)

D. Office of the Dean Students Welfare

1.	Dean Students Welfare	:	One

E. Office of the Controller of Examinations

1.	Controller of Examinations	:	One
2.	Driver of Examination Branch	:	One

F. Office of the Finance Officer

1.	Finance Officer	:	One
2.	Accounts Officer (Payments)	:	One

G. Office of the Proctor

1.	Proctor	:	One
2.	Driver of the Proctor	:	One
3.	Security Asstt. (Bulls) (In order of seniority)	:	Five

H. Dr. Zakir Husain Library

1.	Librarian	:	One
2.	Professional Asstt.	:	One
3.	Library Attendent/Asstts (on night duty)	:	Four

I. Office of the Provost

1.	Provost (Boys) Accommodation to	:	One
2.	Provost (Girls) be attached with the	:	One
3.	Provost (School) Hostel concerned	:	One

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J. Ansari Health Centre

1.	Medical Officer	:	One
2.	Pharmacist	:	One
3.	Staff Nurse	:	One
4.	Dresser	:	One

K. Property Department

1.	Property Supervisor	:	One
2.	Patwari	:	One
3.	Property Guards (In order of seniority)	:	Four

L. Building Department

1.	Executive Engineer	:	One
2.	Junior Engineer (Electrical)	:	One
3.	Generator Operator	:	One
4.	Electrician	:	One
5.	Pump Operator	:	One

M. Dr. M. A. Ansari Auditorium

1.	Junior Engineer (In order of seniority)	:	One
2.	Audio Visual Operator	:	One

N.	Mass Communication Research Centre			
	1.	Maintenance Engineer (Equipment)	:	One
O.	Sanitation Unit			
	1.	Sanitary Inspector/Supervisor	:	One
P.	Safai Karamcharies			
	1.	Male (In order of seniority)	:	Three
	2.	Female (In order of seniority)	:	One

(E.C. Resolution No. 8 dated 20-12-2010)

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Ordinance 11(XI)

UNIVERSITY BUILDING COMMITTEE

1. There shall be a Building Committee consisting of the following members, namely:-
   (i) Vice--Chancellor - Chairperson
   (ii) A representative of the Planning Board of the University.
   (iii) A representative of the user Department
   (iv) Two Professors/Associate Professors of the University nominated by the Vice-Chancellor
   (v) Finance Officer of the University
   (vi) Principal of the Engineering College of the University or Head of Civil Engineering Department (where it exists), otherwise a person of equal status from a neighbouring University/College.
   (vii) Chief Engineer (Civil) of CPWD or State PWD or his representative not below the rank of Superintending Engineer.
   (viii) A retired Chief Engineer/Superintending Engineer (Civil) of CPWD/State PWD/Public Sector Undertaking.
   (ix) Superintending/Executive Engineer (Electrical) of CPWD or State PWD.
   (x) Superintending/Executive Engineer (Public Health) of CPWD or State PWD.
   (xi) University Engineer
   (xii) Senior most Architect of the University (where it exists), otherwise a Chief Architect or person of equal status from a neighbouring University/College
   (xiii) Chief Architect/Deputy Chief Architect or a person of equivalent status from a Central or State Department.
   (xiv) Senior most Landscaping Expert of the University (where it exists), otherwise from some neighbouring Institution/Government Department/Public Sector Undertaking or to be hired as a consultant by the University for a limited period.
   (xv) Registrar of the University – Member Secretary

   University may consider paying reasonable remuneration to the hired experts so that they devote the required time and make valuable contributions.

2. The Building Committee shall be responsible for finalizing the plans and estimates of the various building project proposals and for ensuring the completion of the building in accordance with the approved plans and estimates and proper utilization of the funds.

3. The Building Committee shall also ensure the following:

(i) ½ of the members of the Building Committee shall form the quorum for holding meeting of the Building Committee. However, presence of atleast two Engineers and one Architect is must.

(ii) Proposals for construction/

renovation/repair costing more than Rs.75.00 lakhs will be sent to UGC for examination by the Standing Committee.

(iii) Value Architecture and Value Engineering: That the Architects involved suggest value architecture with a view to economize the project by avoiding unnecessary high cost options, without compromising on quality. The Value Engineering also aims to achieve the same goal.

(iv) That the master plan not only takes care of the immediate requirements but also takes into account future expansion scopes for varied and unforeseeable needs.

(v) That the implementation of the project is properly prioritized so as to take up only essential works in the first/earlier phases e.g. teaching learning infrastructures like class rooms, hostels, faculty residences etc. It may also consider certain modular designs, which can be expanded gradually in future as per requirements.

(vi) That the Faculty residences should only as per immediate needs.

(vii) That the Guest House should not be too big which remains underutilized.

(viii) That a 'Plantation Master Plan' for the whole campus, involving experts in landscaping, horticulture, forestry etc, is prepared to plant maximum number of tress and plants, wherever possible e.g. along boundary walls/ roads/tracks, in empty spaces which are not to be used for any other purpose.

(ix) That the green building concept is adopted so that proposed buildings are less power consuming. Use of solar energy should be promoted.

(x) The Planting should include rain water harvesting and waste water recycling.

(xi) That no wasteful expenditure is incurred on any component.

4. After Building Committee's recommendation, the University may place the proposal for these specific building projects before Finance Committee for its approval. After FC's approval, the University may place the same before Executive Council for its approval. These proposals then may be forwarded to UGC for examination by its Standing Committee and for funding. One or more members of the UGC Standing Committee may make site visits for on-site inspection of the projects before sanctioning funds.

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Ordinance 12(XII)

THE HEALTH COMMITTEE

1. There shall be University Health Committee consisting of the following members, namely:
   (i) The Shaikhul Jamia (Vice Chancellor) -(Chairman); .
   (ii) The Naib Shaikhul Jamia (Pro- Vice-ChanceIlor);
   (iii) The Registrar
   (iv) The Chief Medical Officer, Mukhtar Ahmad Ansari Health Centre;
   (v) Two experts in the field nominated by the Shaikhul Jamia (Vice-Chancellor) for two years;
   (vi) Two persons nominated by the Vice-Chancellor, one each from amongst the teaching and non-teaching staff for two years;
   (vii) The Dean, Students' Welfare -(Convener).

2. **The Committee shall:**
   (1) supervise the working of the Mukhtar Ahmad Ansari Health Centre and other Dispensaries, if any;
   (2) prepare the budget for the Health Centre and Dispensaries;
   (3) plan and supervise the coordination and implementation of Schemes for maintaining hygienic conditions on the University Campus; and
   (4) cause the inspections to be made of the Dining Hall, Kitchen or Kitchens, Restaurants and Canteens and Shops of eatables within the University Campus and forward the recommendations, if any, to the Authorities concerned.

3. **The Chief Medical Officer shall:**

   (1) be a whole-time salaried Medical Officer of the University;
   (2) supervise the Medical Wards in the Health Centre;
   (3) advise the Committee on ways and means for promoting the general health and improving thc hygienic conditions of the University Campus;
   (4) be responsible for the supervision 'and administration of the Health Centre and Dispensaries;
   (5) be responsible to execute the directives of the Health Committee;
   (6) operate the budget of the Health Centre and Dispensaries; and
   (7) perform such other functions, as may be assigned to him/her by the Majlis-i-Muntazimah (Executive Council) or the Health Committee from time to time.

4. The Health Committee shall meet at least twice a year. Special meetings may be convened at any time by the Conveno'r of the Health Committee.

5. Five members shall from the quorum for a meeting of the Health Committee.

Ordinance 13(XIII)

BOARD OF PUBLICATIONS

1. (a) There shall be a Board of Publication consisting of the following members, namely:

(1) The Shaikhul Jamia (Vice-Chancellor) -(Chairman);
(2) The Naib Shaikhul Jamia (Pro- Vicc-Chancellor);
(3) The Deans of the Faculties; .
(4) One Professor, from amongst the Professors of the University on the basis of the seniority by rotation;
(5) One Reader, from amongst the Readers of the University on the basis of seniority by rotation;.
(6) One Lecturer, from amongst the Lecturers of the University on the basis of, seniority by rotation;
(7) The Librarian;
(8) The Finance Officer; and
(9) The Registrar (Secretary).

(b) The members of the Board, specified in Items (4), (5) and (6) above shall hold office for a term of two years.

2. The Board shall meet atleast once a year and as often as convened by the Shaikhul J*amia* (Vice-Chancelor).

3. The function of the Board shall be:

(1) to recommcnd to the Majlis-i-Muntazimah (Executive Council) the allocation of publication grants of the University;

(2) to undertake the publication of :

(a) University Research Journals ;

(b) such of the research work which is done under the auspices of the Faculties, provided that it is recommended by the Faculties concerned for publication; and

(c) any other work, literary or scientific, considered suitable for publication by the Board.

4. One-third of the total number of members shall form the quorum for a meeting of the Board.

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Ordinance 14(XIV)

PURCHASE COMMITTEE

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E.C. Resolution No. EC-2016(I):5, dated : 15.03.2016
Notification No. 03/L&O/RO/JMI/2016, dated : 3.05.2016

Ordinance 15 (XV)

SELECTION COMMITTEES

1. The meetings of the Selection Committees shall be convened and presided over by the Shaikhul Jamia (Vice-Chancellor) or in his absence by the Naib Shaikhul Jamia (Pro-Vice-Chancellor}.

2. The meeting of the Selection Committees may be fixed with the prior consent of the Visitor's Nominee and other persons nominated to constitute such a Committee.

3. For appointment to the post(s) of Professor, Reader and Lecturer the quorum for the Selection Committee would be a total of four members out of which atleast two have to be outside subject experts.

4. For appointment to posts other than those envisaged in para 3 hereinabove three members inclusive of the Chairman shall form the quorum.

5. The Musajjil (Registrar) shall be the Member/Secretary of the Selection Committee for all administrative/technical posts.

6. The Musajjil (Registrar) shall be the Secretary of the Selection Committee for all teaching/library posts.

7. The Musajjil (Registrar) shall ordinarily give ten days' Notice to the candidates.

8. The Selection Committee shall make a categorical recommendation as regards the selected candidate(s) and may also indicate the order of preference, whenever more than one candidates are recommended for appointment to a particular post.

9. The Selection Committee may, in fit cases, recommend to the Majlis-i-Muntazimah (Executive Council) waiving of the probationary period and grant of advance increment(s) subject to a maximum of five.

10. The Selection Committee shall after interviewing the candidates for the post, or after considering the case of a candidate otherwise than by interview, recommend to the Majlis-I-Muntazimah (Executive Council} the appointment of candidate(s).

11. The proceedings of the Selection Committee shall be preserved for sufficiently long time, and if the selection process is challenged in a Court of Law until the case is disposed of.

12. A highly meritorious candidate for the post of Professor may be considered by the Selection Committee in absentia.

13. The panel, as recommended by a Selection Committee shall remain valid for a period of one year only from the date of acceptance of the said recommendations by the Majlis-i- Muntazimah (Executive Council).

14. The panel so recommended by a Selection Committee shall remain operative vis-s-vis the post(s) advertised and for which the selection has been held. The panel shall not be carried to any future vacancies.

15. There shall be a Screening Committee to screen the application received for various posts for the purpose of inviting the candidates for interview by the Selection Committee.
The Committee shall consist of the following members :
For teaching posts :
(1) The Dean of the Faculty concerned - (Chairman);

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(2) The Head of the Department concerned;
(3) One Professor, nominated by the Shaikhul-Jamia (Vice-Chancellor); and
(4) The Musajjil (Registrar) - Convenor.

For Non teaching posts:
(1) The Registrar;
(2) Head of the Section/department; and
(3) One nominee of the Shaikhul Jamia (Vice Chancellor).

16. The Screening Committee shall scrutinise all applications and shall recommend the names of eligible candidates to be called for interview, who fulfil the prescribed qualifications as advertised/prescribed.

17. The Screening Committee shall, in case of unusually large number of candidates, lay down reasonable criteria for short listing and determining the number of candidates to be called for interview.

18. The process of selection for the post(s) of Reader shall involve inviting the bio-data and re-prints of three major publications of the candidates before interview and getting the same assessed by three external experts who are to be invited to interview the candidate.

19. As regards the Post(s) Professor, the process of selection shall involve the inviting of the bio-data and re-prints of the three major publications of which one 'should' be a Book/Research Report, before the interview and getting the same assessed by three external experts who are to be invited for the interview".

20. The assessment reports, as envisaged in paras 18 and 19 hereinabove shall be placed for consideration before the Selection Committee.

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Ordinance 16(XVI)

MAJLIS-I-DEENIYAT
(THEOLOGY COMMITTEE)

1. There shall be Majlis-i-Deeniyat consisting of the following members, namely;

   (1) The Shaikhul Jamia (Vice-Chancellor) -(Chairman);

   (2) The Naib Shaikhul Jamia (Pro-Vice-Chancellor);

   (3) Two persons engaged in the teaching of Islamiat, appointed by the Shaikhul Jamia (Vice-Chancellor);

   (4) Two persons from amongst the teaching staff of the University, coopted by the Majlis-e-Deeniyat.

   (5) The Nazim appointed from amongst the teachers of tile Islamiat by the Majlis-i-Muntazimah (Executive Council) on the recommendation of the Shaikhul Jamia (Vice-Chancellor) -(Convener).

3. The Majlis shall:

   (1) hold religious functions; and

   (2) prepare and submit the Annual Budget to the Majlis-i-Muntazimah (Executive Council) for approval.

4. Subject to the approval of the Chairman of the Majlis, the Nazim shall operate the budget, convene the meetings of the Majlis-e-Deeniyat and implement its decisions.

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E.C. Resolution No. EC-2013(VIII):3.6, dated : 18.09.2013
Notification No. L&O /RO/JMI/2013, dated : 25.11.2013

Ordinance 17 (XVII) (Modified Ordinance)

Sensitization, Prevention and Redressal of Sexual Harassment (SPARSH)

Note: It is clarified that all cases of sexual harassment of women at workplace (and incidental issues) which have been taken place after 23rd April, 2013 shall be dealt with by the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act, 2013) and not under this Ordinance. Following the conclusion and accomplishment of cases pending under this Ordinance, this law shall cease to exist.

Gender equity, including protection from sexual harassment and right to work with dignity is universally recognized basic human right. Eradication of social evils has been the prime aim of Constitution of India. Article 15 of the Constitution of India prohibits discrimination on grounds of religion, race caste, sex, or place of work. Article 42 makes provision for securing just and human conditions of work. Article 51-A(e) makes it incumbent on every citizen to promote harmony and spirit of the common brotherhood amongst all the people of India transcending religious, linguistic, and regional or sectional diversities; to renounce practices derogatory to the dignity of women. India is also a signatory to the convention on the "**Elimination** forms of discrimination against women." Resultantly, the Jamia Millia Islamia hereby introduces and enforces. Ordinance 17 titled "Sensitization, Prevention and Redressal of Sexual harassment."

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Bodies of SPARSH:

SPARSH shall include the Apex body of SPARSH (ABS) and the University Complaints Committee (UCC). The ABS shall aim to sensitize and work to prevent sexual harassment in the university. The UCC shall consider complaints regarding sexual harassment, and will conduct enquiries, suggesting suitable action.

Functions, Powers and duties of ABS:

i. To uphold the commitment of Jamia Millia Islamia to provide campus environment free of gender-based discrimination, sexual harassment and other acts of gender-based violence.

ii. To promote a social and psychological environment which will raise awareness about gender based discrimination and prevent sexual harassment and other acts of gender based violence.

iii. To generate awareness about gender based discrimination, sexual harassment and other acts of gender based violence.

Functions, powers and Duties of UCC:

i. To fulfill the directives of the Supreme Court enjoining all employees to develop and implement a policy against sexual harassment at the workplace.
ii. To evolve a permanent mechanism for prevention and redressal of gender based discrimination, sexual harassment and other acts of gender based violence.
iii. To ensure that the provisions of the ordinance are implemented in letter and spirit through proper reporting and redressal of the complaints.

Operational definitions:

- **Sexual harassment:** This shall include such unwelcome sexual behaviour (whether directly or by implication) as:
  a. Unwanted physical contact and advances.
  b. A demand or request for sexual favours.
  c. Sexually-coloured remarks
  d. Displaying pornography
  e. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature
- **Academic staff:** This shall include any person on the staff of the university who is appointed to a teaching and/or research post, whether full time, temporary, adhoc, part time, visiting, honorary, or on special duty, or employees on a casual or project basis.
- **Campus:** This includes all the places vested, controlled and/or administered by Jamia Millia Islamia.
- **Non-governmental Organization (NGO):** This shall include any NGO registered under the Societies Registration Act or is a public Charitable Trust. Such an NGO should be engaged in work connect with gender equality.
- **Counsellor**: This shall include any women from among the staff, who has expertise in social and personal counseling on matters arising out of incidents of sexual harassment.
- **Non-teaching staff:** This shall include any person on the staff of the university who is not appointed to a teaching and/or research post, whether full time, temporary, ad-hoc, part time, on daily wages, on honorary or on special duty, or deputation, and shall include employees on a casual or project basis.
- **Resident**: This shall include any person who is a temporary or a permanent resident occupying any accommodation or premises managed and/or allotted by Jamia Millia Islamia.
- **Service provider**: This shall include any person who runs on manages commercial enterprises, or provides services on the campus.

Constitution of ABS:

The ABS committee shall consist of the following members, who will be nominated by the Vice-Chancellor.

i. The chairperson, a women nominated by the Vice-Chancellor, Jamia Millia Islamia from amongst the faculty members.
ii. Five members representing various faculties/centers of Jamia, of which at least three shall be women.
iii. Two students representatives of which at least one be girl student (names to be proposed by Dean, Student Welfare for Vice-Chancellor's approval).
iv. Two members from the non-teaching staff, of which at least one should be women.
v. One member from the schools of Jamia Millia Islamia.
vi. One woman NGO representative.
vii. One woman counselor.

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Constitution of UCC:

The Vice-Chancellor shall nominate the members of UCC from among the members of the Apex Committee. It shall comprise of the following.

i. Five (at least three women) teacher representatives.

ii. One non-teaching staff representative of the University.

iii. One person, with known contribution to women's issues, to be co-opted from outside Jamia Millia Islamia, who could be an NGO representative.

iv. The chairperson shall be elected from amongst the above-mentioned members.

v. One member-secretary shall also be elected from amongst the above-mentioned members.

Term of office of chairperson and members of ABS and UCC:

i. The chairperson and members shall hold office, as such, for a term of two years from the date on which they assume office.
ii. Provide that no chairperson or nay member shall hold office for more than two terms.

Vacancy of the office of chairperson or members of ABS/UCC:

If the office of the chairperson or any other members becomes vacant, or if either of them remains absent without written intimation for three consecutive meetings, or for two months, whichever is more, another member may be appointed to fill in the vacancy. The new chairperson/member shall be nominated by the Vice-Chancellor, Jamia Millia Islamia.

Procedures for Transaction of Business of ABS:

i. The ABS will hold at least five meetings/programmes in an academic year, with not more than 2 months gap between the two meetings.

ii. Proceedings of all the meetings shall be recorded, confirmed and adopted ABS members.

iii. Any may request the chairperson to call an emergent meeting of the ABS for which at least 24 hours advance notice shall be given. The quorum for the meeting shall be one third members of the ABS.

Procedure for Filing Complaints with the UCC:

i. Wide publicity to be given for filing complaints.

ii. Complaints to be registered in strict confidentially.

iii. Taking cognizance of complaints about sexual harassment, the UCC shall conduct enquiries, provide assistance and redressal to the victims, recommend penalties and other action to be taken.

iv. Any student resident, service provider, outsider, faculty member or non-teaching staff **may a complaint** of sexual harassment against a student, resident, service provider, outsiders, faculty members or non-teaching-staff.

v. **The party** may lodge a complaint directly to the Vice-Chancellor, Jamia Millia Islamia, or to any member of the UCC.

vi. The complaint may be oral or in writing. If it is oral, it shall be put into writing by the UCC.

vii. The UCC may hear both the parties (Complaint and the accused) in a manner as it may deem appropriate, and determine the course of action that the situation merits.

viii. The UCC will be responsible for conducting a formal enquiry against the student/teacher/non-teaching staff member/service provider allegedly involved in a case on the basis of its findings during the preliminary enquiry.

ix. The inquiry shall be conducted under the rules and procedure already laid down by Jamia Millia Islamia and will be in conformity with the principles of natural justice.

x. The formal inquiry shall commence within a week and shall be completed within two months from the date of its reference. If the UCC finds it impractical to dispose the case within the given time, it will be recorded in writing, and the period may be extended by the Vice-chancellor.

Penalties:

These shall be awarded as per Jamia rules for employees. Incase of students/service providers, they could include

- Warning
- Written apology
- Bond of good behaviour
- Debarring entry into hostel/campus
- Withholding results
- Expulsion from the university
- Denial of re-admission

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Note: In case of harassment by an outsider, that is, a person unconnected with Jamia Millia Islamia, the university authorities shall initiate action by making a complaint with the appropriate faculty of Law.

Ordinance 18 (XVIII)

BOARD OF MANAGEMENT FOR WELFARE CENTRES

1. In pursuance of Section 6 (iv) of the Act, there shall be referred to as BMWC for the purpose of organising and undertaking extra-mural studies, extension services and other measures for the promotion of Welfare Education and Centres.

2. **The B. M. W .C. shall:**

(1) establish such Units/Centres, and sponsor or undertake such schemes and projects, proposed and funded by the Central or State Governments or other organisations, which are *in* consonance with the Objective of the University and are *in* accordance *with* the provisions of the Act, of the Statutes and the Ordinances of the University on conditions it deems fit; and

(2) supervise and regulate the functioning of the following Units and their activitics in accordance *with* conditions, *if* any.

(a) State Resource Centre;
(b) Child Guidance Centre;
(c) Centre for Coaching and Career Planning
(d) Such other Units, as may be assigned to the Board from time to time.

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3: **Board of Management:**

(1) There shall be a Board of Management (hereinafter mentioncd as "the Board"). consisting of the following members for the purpose of managing and controlling the affairs of B.M. W.C.

(a) The Shaikhul Jamia (Vice-Chancellor) - (Chairman);
(b) The Naib Shaikhul Jamia (Pro-Vice-Chancellor);
(c) The Directors of the Units/Centres;
(d) One nominee of the *Ministry* of Social Welfare, Govt. of lndia
(e) One nominee of the Directorate of Adult Education, Government oflndia;
(f) Two nominees of the Shaikhul *Jamia* (Vice-Chancellor) from amongst the teachers of the University, having special interest in Welfare Education programmes; and
(g) *Musajjil* (Registrar) - (Secretary)

(2) The term of the members of the Board, excluding Ex-Officio Members shall be two (2) years and they shall be eligible for re-appointment.
(3) The Board shall meet twice a year or as and when necessary:
(4) Half of the number of members of the Board shall form the quorum of the meeting.

4. Powers and Functions of the Board of Management:
The Board in addition to the powers and functions prescribed in Para 2 above shall:

(1) accept schemes and projects from other funding agencies on behalf of the Majlis-i-Muntazimah (Executive Council) on such terms and conditions as it may deem fit and approved by the EC.

(2) manage and control the finances and accounts of the Units/Centres;
(3) create posts in various Units/Centres, as and when sanctioned by the funding agency or the Programme Committee of the Unit/Centre.
(4) prescribe qualifications for various categories of staff in the Units/Centres on the recommendation of the Programme Committee for the Unit/Centre;
(5) review the activities of the Units/Centres and approve their programme or action submitted to them by the Programme Committees of the Units/Centres;
(6) abolish a Unit/Centre, whenever its funding agency declares its intention to discontinue the Project/Scheme concerned;
(7) approve the publications to be undertaken by the Units/Centres and appoint Editors of Journals, if brought out by any of the Units/Centres of the B..M.W.C.
(8) approve the Salary and Allowances and other service conditions of the employees of the Units/Centres:
Provided that, when a funding Agency discontinue financing a Project before or after the lapse of five (5) years, the connected employees shall be paid Gratuity and Provident Fund by the funding Agency concerned.
(9) recommend to the Majlis-i-Muntazimah (Executive Council) rules relating to Discipline and Leave ete. for approval which it deems necessary for smooth working of the Units/Centres;
(10) appoint Advisory Committees if it deems fit, for working out a programme of action for each Unit/Centres and appoint such other Committees as it deems necessary, for smooth functioning of a Unit/Centre;
(11) appoint a Review Committee, in case it is not satisfied with the working of a Unit/Centre, and take appropriate action on the recommendation of the Review Committee; and
(12) perform such other functions, as may be assigned to it by the Majlis-i-Muntazimah (Executive Council) from time to time.

5. The Chairman, Board of Management, may exercise all powers of the Board and shall report the same in the next meeting of the Board. The action taken by the Chairman of the Board, if not approved by the Board, the matter shall be referred to the Majlis-i-Muntazimah (Executive Council), whose decision thereon shall be final.

6. The Director:

(1) (a) Each Unit/Centre shall have a Director, who shall be a full-time salaried Officer of the Unit/Centre, appointed by the Board of the BMWC, on the recommendation of the Selection Committee, constituted for the purpose by the Majlis-i-Muntazimah (Executive Council) from time to time:
Provided that, if the Board deems it necessary, it may appoint any teacller of the University as Honorary Director and fix honorarium and determine his privileges.
(b) The salaries, emoluments and privileges of the Director shall be the same, which are sanctioned by the funding authority/agency and approved by the Board, on behalf of the Majlis-i-Muntazimah {Executive Council).

(2) **The Director shall:**
(a) be the Executive Head of a Unit/Centre and shall exercise over-all control on the functioning of the Unit/Centre and its employees;
(b) operate the Budget of the Unit/Centre;
(c) Sanction leave to the employees under his control;
(d) be responsible for the accounts, property and other records of the Units/Centres;
(e) be responsible for audit and accounts of his Unit/Centre under tile guidance of the Finance Officer the University, and the Audit Report of the Unit/Centre shall be submitted to the Board and then to the Majlis-i-Muntazimah {Executive Council) for approval; and

(3) The Chairman of the Board shall sanction leave of the Dircctor.

7. Officiating Director:

(1) The Chairman of the Board shall appoint next senior person from among the persons academically involved in the programmes of the Unit/Centre as Officiating Director, in case a Director resigns or is on leave.
(2) The Officiating Director shall perform the same functions and exercise the same powers as are assigned to the Director under Para 6(2) above.

8. Units/Centres:

(1) Each Unit/Centre of the BMWC shall perfonn such functions, exercise such powers and discharge such duties, as are prescribed in the Schemes of Projects by the funding Agency or assigned to it by the Board or the Majlis-i-Muntazimah (Executive Council).
(2) Each Unit/Centre shall, under the overall supervision of the Board, be an independent administrative unit and shall have financial autonomy under the over-all supervision of the Finance Officer of the University.

9. Service conditions of the employees of the Units/Centres:

(1) The employees may avail of the same leave and shall be governed by the same service conditions, which are prescribed by the funding Agency of a Unit/Centre:

Provided that if no rules in regard to leave and other service conditions are prescribed, the university Ordinances in this regard shall be applicable.

(2) The services of a person, having less than five years of servicc, may be terminated after giving him one month's notice or one month's salary in lieu thereof, as the case may be.

(3) The services of an employee, who has completed more than five years of service, may be terminated in accordance with the University Ordinance prescribed in this regard, when, such employee, under the provision of the Ordinances, has been declared permanent employee of the University.

(4) The employees of the Units/Centres, even after being permanent for the purpose of rights and privilege of the University employees, shall not be entitled to absorption in the University cadre, in case Unit/Centre is wound up;

Provided further that in case such employees are absorbed in the university, their seniority in the university shall be counted from the date they are absorbed in the University.

10. Programme Committee of the Unit/Centre:

(1) Each Unit/Centre shall have a Programme Committee Consisting of the following members, namely:
   (a) The Director *of* the Unit/Centre -(Chairman); and
   (b) All the members of Academic Staff of the concerned Unit/Centre.
   (c) Two nominees of the BMWC from outside the unit/centre having interest in the field.
(2) Half of the members of the Programme Committee shall form the quorum.
(3) The Programme Committee shall:
   (a) prepare programme and submit the same to the Board for approval;

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(b) prepare Budget of the Unit/Centre and submit the same to the Board for approval;

(c) recommend to the Board for the sanction of Study Leave and Leave for Refresher Course of persons academically involved in the programme of the Unit/Centre;

(d) prepare an Annual Report of the activities of its Unit/Centre and submit the same to the Board and with its recommendation to the Majlis-i-Muntazimah (Executive Council) for approval;

(e) recommend abolition and creation of posts in the Unit/Centre to the Board for its approval; and

(f) monitor the activities of its Unit/Centre and

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E.C. Resolution No. 2012(I):13.4, dated : 23.1.2012
Notification No. JMI/R.O./L&Ord/2012, dated : 13.3.2012

Ordinance 19 (XIX)

COMMON ORDINANCE FOR THE CENTRES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and in consonance with the aims and objects of the University, the functioning of the Centres of the University shall be regulated by this Ordinance.

2. **Board of Management:**

Each Centre shall have a Board of Management, hereinafter called "*the Board"*, to manage the affairs of the Centre, and shall consist of the following:

(a) The Shaikhul Jamia (Vice-Chancellor): Chairman

(b) The Naib Shaikhul Jamia (Pro Vice-Chancellor)

(c) Three members of the academic staff of the University having special interest in the objectives of the Centre, nominated by the Executive Council on the recommendation(s) of the Shaikhul Jamia.

(d) Three members of the academic staff of the Centre, one each from amongst the Professors, Associate Professors and Assistant Professors or of equivalent rank/grade, by rotation in order of seniority;

(e) Three persons from outside the University to be nominated by the Board of Management as per the specifications, if any, laid down by the concerned Centre. However, the Board shall have the right to co-opt a maximum of three additional members as per the requirement.

(f) Director of the Centre: Member-Secretary.

The members of the Board, other than the ex-officio members, shall hold office for a term of three years.

3. **Powers and Functions of the Board of Management:**

The Board of Management of each Centre shall function under the over all supervision and direction(s) of the authorities of the University and shall be competent to exercise all or any of the following powers, namely:

(a) To exercise overall supervision over the functioning of the Centre;

(b) To direct and supervise the academic programme and activities of the Centre in consonance with the directions of the Majlis-i-Talimi (Acadmic Council);

(c) To recommend to the Majlis-i-Talimi (Acadmic Council) / Majlis-i-Munatazimah (Executive Council) the requirement of academic discipline (subject concerned) for each teaching positions;

(d) To recommend to the Majlis-i-Talimi (Acadmic Council) / Majlis-i-Munatazimah (Executive Council) the qualifications for the posts for which the UGC or the concerned Council has not prescribed the requisite qualifications and also to recommend specializations for various posts of the Centre, if required as the case may be;

(e) To recommend to the Majlis-i-Talimi (Acadmic Council) / Majlis-i-Muntazimah (Executive Council) the creation or abolition of posts of academic/scientific/technical/research/administrative staff as the case may be;

(f) To recommend to the Majlis-i-Talimi (Acadmic Council) / Majlis-i-Muntazimah the creation of tenure-based short-term/long-term Chairs/Visiting Professors/ Adjunct Professors/ Visiting Scientists/Visiting Fellows;

(g) To constitute Committees/Sub-Committees for smooth functioning of the Centre.

(h) To recommend to the Academic Council for entering Agreements/MOUs with other Institutions/Organizations.

(i) To recommend the Annual Budget to Finance Committee;

(j) To submit its Annual Report to the Majli-i-Muntazimah (Executive Council);

(k) To frame Regulations and recommend for their approval by the competent authorities;

(l) To exercise such other powers and perform such other functions as may be deemed necessary to achieve the objectives of the Centre and those of the University.

4. **Meetings of the Board of Management:**

(a) The Board of Management shall meet at least twice a year.

(b) Notice for a general meeting of the Board shall be at least one week in advance from the date of the meeting,

(c) An emergency meeting of the Board may be held at a short notice which would not be less than twenty four hours,

(d) One-half of the members of the Board shall form the quorum for a meeting.

5. **Director of the Centre:**

(a) Each Centre shall be headed by a Director who shall be an academic staff of the University in the grade of Professor or equivalent.

(b) If a Centre has a sanctioned post of Director, he/she shall be appointed by a duly constituted Selection Committee as per the provisions of Statute 25, on terms and conditions as decided by the *Majlis*-i-Muntazimah (Executive Council). If a

Centre does not have a sanctioned post of Director, but it has a sanctioned post of Professors), the Director shall be appointed by E.C. from amongst the Professors in the University. This will not exclude Professors of the Centre concerned.

If a Centre neither has a sanctioned post of Director nor a Professor or its equivalent, the Director shall be appointed by the *Majlis*-i-Muntazimah (Executive Council) on the recommendation of the Vice-Chancellor on terms and conditions as decided by the *Majlis*-i-Muntazimah (Executive Council)

(c) The *Majlis*-i-Muntazimah (Executive Council) on the recommendations of the Vice-Chancellor may invite a person of high academic distinction and professional attainment as Director in the grade of a Professor, where there is a sanctioned post of Director.

(d) The term of Director shall be three years where there is a sanctioned post of Director in a Centre. The Director on completion of his three years term shall act as Professor in the respective Centre. He/she can also be shifted to any Faculty/ Department/Centre of the University.

6. **Powers and Functions of the Director:**

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The Director shall:

(a) Exercise overall control of the functioning of the concerned Centre,

(b) Convene meetings of the Board of Management in consultation with the Chairman,

(c) Chair the meetings of the Committee of Studies of the Centre,

(d) Hold meetings of the Staff of the Centre for streamlining the functioning of the Centre and to carry out its activities more effectively.

(e) Be responsible for the safe custody of the records and the property of the Centre,

(f) Operate budget of the Centre,

(g) Organize and supervise academic programmes viz. seminars, symposia, workshops, extension lectures, training programmes, etc.

(h) Exercise such other powers and perform such other duties, as may be assigned to him/her by the Board of Management of the Centre.

7. **Officiating charge in absence of the Director:**

When the Office of the Director falls vacant or when he/she is by reasons of illness, absence or any other cause unable to perform the duties of the office, the next senior most academic/scientific staff of the Centre, who shall not be in the grade less than that of an Associate Professor or its equivalent, shall discharge the duties of the Director. In case, no such official in the grade of Associate Professor or its equivalent is available in the Centre, the Shaikhul Jamia shall appoint a Professor of the University to discharge the duties of the Director.

8. **Committee of Studies:**

(a) Each Centre imparting courses of Ph.D./ Post-graduation /Under-graduation/ Diploma/ Certificate or planning to start such courses, shall have a Committee of Studies, comprising of the following:

i. Director of the Centre who shall be the Chairman;

ii. All the academic/ scientific staff of the Centre;

iii. Two person teaching allied or cognate subjects in the University to be nominated by the Board of Management;

iv. Two experts not in the service of the University to be co-opted by the Committee of Studies.

(b) The appointment of members specified in items (iii) and (iv) above shall be for a period of three years.

(c) The Functions of the Committee of Studies shall be:

i. To recommend to the Board of Management:

- Courses of studies and their Syllabi;
- Appointment of examiners for all courses; excluding Ph.D. course;
- Measures for improvement of standard of teaching and research;
- Subjects for research for various degrees and other requirements of research work ;
- Appointment of supervisors for research work.

ii. To allocate teaching work among the staff;

iii. To consider matters of general and academic interest to the Centre and its functioning;

iv. To perform such other functions as may be assigned to it by the Board of Management:

(d) Meetings of the Committee of Studies:

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(i) The Committee of Studies shall meet at least twice a year.

(ii) Notice for a general meeting of the Committee shall be at least one week in advance from the date of the meeting,

(iii) An emergency meeting of the Committee may be held at a short notice which would not be less than twenty four hours,

(iv) One-half of the members of the Committee shall form the quorum for a meeting.

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9. **Subject to this Ordinance, each Centre may provide for the following:**

(a) Aims and objectives of the Centre,

(b) Specification about Experts to be appointed from outside the University as Members of the Board of Management,

(c) Developing and recommending courses to be run by the Centre and to decide about the fee structure of such courses,

(d) Allocation of work to all academic/ scientific/ technical/ other staff of the Centre.

(e) Need-based assessment of staff requirement for the Centre and sending its recommendations to the Board of Management,

(f) Constituting committees/ sub-committees for smooth functioning of the Centre,

(g) Framing Regulations for the Centre, if required, and sending its recommendations to the Board of Management,

(h) Any other matter relevant to the aims and objects of the Centre.

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E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 20 (XX)

ZAKIR HUSAIN INSTITUTE OF ISLAMIC STUDIES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Zakir Husain Institute of Islamic Studies", hereinafter called "The Institute".

2. Aims, Objectives and Functions of the Institute

The Institute shall:

(i) promote the study of Islamic Culture and Civilization, in relation to World Culture;

(ii) study the contribution of Wor1d religions, specially Islam, to the common intellectual and cultural heritage of man;

(iii) study the movements of liberalisation and modernisation in the Muslim and other religious communities;

(iv) study the contribution of Muslims to Science, Art, Literature and Social Scicnces;

(v) conduct research in regional and local culture of the Indian Muslims;

(vi) study socio-religious institutions of the Indian Muslims;

(vii) promote its objectives through publication of its journals and books in Urdu, Hindi and English;

(viii) organise national and international seminars. symposia and workshops to promote its objectives;

(ix) perform any other functions assigned to the Centre by its Board of Management from time to time.

3. Board of Management :

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance of the Centres.

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Subject to the Common Ordinance No.19(XIX), the Board of Management shall have the following additional powers to achieve the aims and objectives of the Institute.

(i) to appoint the Editorial/Advisory Board comprising of Chief Editor, Editors and members of the Editorial Board of Journal(s) published by the Institute;

(ii) to exercise such other powers and perform such other functions, as may be deemed necessary, to achieve the objectives of the Institute and the University, and for the smooth functioning of the Institute.

4. **Director** :

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

In addition to above, the Director shall:

(i) be printer and publisher of the publications of the Institute;

(ii) exercise such other powers and perform such other duties, as assigned to him by the Board of Management or its Chairman.

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5. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 21 (XXI)

FTK-CENTRE FOR INFORMATION TECHNOLOGY

1. Subject to the provisions of the Act, Statutes, Common Ordinance of Centres and in consonance with the aims and objects of the University, there shall be a "FTK-Centre for Information Technology", hereinafter referred to as *"The Centre"*.

2 **Aims, Objectives and Functions of the Centre**

The functions of the Centre shall be as follows:

(i) To provide computing facility to the students, faculty members and staff of the University;

(ii) To organize and conduct computer awareness/literacy courses for the students, faculty members and staff of the University;

(iii) To maintain Campus-wide Network and to provide E-mail and Internet facility to the faculty members, staff and students of Jamia;

(iv) To maintain and administer the Jamia Website;

(v) To administer the JMI Management Information System;

(vi) To develop and implement e-governance in the University system;

(vii) To keep track of the latest developments in computer hardware/software technologies;

(viii) To organize seminars and workshops on topics related to current trends in Information Technology and its applications in education, research, and other areas;

(ix) To work as a coordinating Centre networking with other IT Centres for exchange of expertise and software developments;

(x) To maintain a Software Library at the Centre;

(xi) To interface with the Industry and to promote and undertake Consultancy/Contractual work relating to development of software' on payment basis for generating revenue and also to explore further possibilities for resource generation;

(xii) To develop and run short-term career-oriented/career-plus specialized courses, including online courses, in Information Technology and relevant areas;

(xiii) To offer Ph.D. programme in Information Technology and allied disciplines;

(xiv) To conduct training courses in Information Technology and relevant areas;

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(xv) To undertake Research & Development projects in Information Technology and allied areas;

(xvi) To perform any other function incidental to the above functions as assigned to the Centre by the University from time to time.

3. **Board of Management :**

The Board of Management of the Centre, its powers and functions and meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

The three members from *outside* the University shall be from the following categories provided that no two of such members shall be from the same category: (i) Ministry of Information and Communication Technology, GOI/ its departments/ its autonomous institutions/societies, (ii) academic institutions with interest in Information Technology or allied disciplines; (iii) IT industries, (iv) reputed NGOs dealing with ICT issues.

In addition to above, the Board of Management may co-opt a maximum of three additional members as per the requirement.

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4. **Director :**

The Director of the Centre, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Other Staff of the Centre:**

The staff of the Centre in the grade of Assistant Professor or of equivalent rank/grade or of higher grade shall be considered as Non-Vacation Academic Staff.

6. **Committee of Studies**:

The Committee of Studies of the Centre shall be as per the provisions laid down in the Common Ordinance of the Centres.

7. **IT Coordination Committee:**

There shall be an IT Coordination Committee for coordinating between the FTK Centre for information Technology and various faculties/ centres/departments/offices of the University. The functions of the Committee shall be as follows:

(i) To bring awareness about the IT initiatives/activities of the FTK Centre for Information Technology and policies related to IT and there implementation through Departmental IT Coordinators constituted for this purpose by the respective faculties/ centres/ department/ offices of the University;

(ii) To facilitate gathering of contents from different departments for posting the information on the University website to keep the website up-to-date;

(iii) To look into the users' feedback on IT related issues and to suggest measures to resolve the problems;

(iv) To suggest about setting up new IT facilities required for academic/administrative purposes;

(v) Any other matter relevant to IT facilities/services.

The Committee shall comprise of the following members:

(a) The Director of the FTK Centre for Information Technology : Chairman

(b) One representative each from all Faculties nominated by the concerned Dean from amongst the IT Coordinators of the Faculty,

(c) Three Directors of Centres to be nominated by the Vice-Chancellor from amongst the Centres of the University by rotation in order of seniority for a period of one year.

(d) Dean of Students' Welfare or his/her nominee;

(e) Proctor;

(f) One person each from the (i) Office of the Registrar, (ii) Finance & Accounts Office, (iii) Office of the Controller of Examinations;

(g) The Incharge, Building & Construction Department or his nominee;

(h) Librarian, Dr. Zakir Husain Library;

(i) Provost, Halls of Residence (Boys);

(j) Provost, Halls of Residence (Girls);

(k) All academic/scientific staff of the FTK Centre for Information Technology of the rank of Asstt. Professor or higher.

The meetings of the Committee shall be held at least twice a year.

8. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No.2010(II):11, dated : 6.4.2010
Notification No. JMI/R.O./L&Ord/2012, dated : 19.1.2012

Ordinance 22 (XXII)

MAULANA MOHAMMAD ALI JAUHAR ACADEMY OF INTERNATIONAL STUDIES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be an "Academy of International Studies", hereinafter mentioned as "The Academy".

2. **Aims, Objectives and Functions of the Academy**

The Academy shall:

(i) conduct Research Studies in Strategies of Planning and Socio-Economic Development, International Relations, National Movements and Cultural Relations;

(ii) investigate and document case studies of economic, social, cultural and political changes;

(iii) undertake comparative analysis of development experiences on inter-country basis;

(iv) make alternative analysis of development, suited to difierent conditions prevailing in the various Countries;

(v) organise international and national Seminars, Workshops and Expert Groups Meetings on topic of common interest;

(vi) publish Research Studies;

(vi) develop institutional links with Universities, Research Institutes and other relevant Institutions among the developing Countries and with appropriate Agencies of the United Nations system engaged in the task covered by the Academy;

(vii) conduct teaching and research leading to certificates/Diploma and undergraduate/post graduate/Ph.D. degrees;

(viii) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

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3. **Board of Management**

The Board of Management of the Academy, its powers and functions and meetings of the Academy shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

The three members from outside the University shall be as per the following specifications:

(i) One person from amongst prominent Scholars, Administrators, Diplomats, Journalists and other Specialists on various aspects of the Third World Problems;
(ii) One person nominated by the Ministry of External Affairs, Government of India;
(iii) One person nominated by the University Grants Commission;

In addition to above, the Board of Management may co-opt a maximum of three additional members as per the requirement.

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The Board of Management of the Academy, in addition to the powers mentioned in Para 3 of the Common Ordinance of the Centres, shall have the power to approve Publications prepared by the Academy and propose the Contract with Publishers to be signed by the authorized signatory of the Univeristy;

4. **Director**

The Executive Council on the recommendations of the Vice-Chancellor may invite a person of high academic distinction and professional attainment as Director in the grade of Professor for a term of three years which can be renewed for similar term. This will not exclude Professors/Directors of the University/ATWS other Centres".

In addition to above, the Director of the Academy shall:

(i) be the Printer or Publisher, as the case may be, of the publications of the Academy;
(ii) exercise such other powers and perform such other duties, as may be assigned to him by the Chairman of the Board from time to time.

It is regretted it could it could not be notified earlier inadvertently.

5. **Committee of Studies**

The Committee of Studies of the Academy shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 23 (XXIII)

CENTRE FOR DISTANCE AND OPEN LEARNING

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Distance and Open Learning", hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) provide opportunities for Higher Education to those who are not able to draw benefit from formal system of education;

(ii) develop and conduct Academic & Professional programmes through Distance Mode.

(iii) arrange counseling at Study Centres and other activities related to distance education in India and abroad.

(iv) develop print and other electronic materials for learning.

(v) develop and organize on-line delivery of the course content;

(vi) organize Seminars, Workshops, Conferences, Extension lectures and Colloquiums.

(vii) perform such other functions and to undertake such other activities, which are essential or incidental to the achievement of its principal objective.

3. Board of Management

The Board of Management of the Centre, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance of the Centres.

The three members from outside the University shall be adopted as per the following specification:

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(i) A nominee of the Distance Education Council, Indira Gandhi National Open University (IGNOU);

(ii) A nominee of the University Grants Commission (UGC);

(iii) An expert from the other Open Universities / Centres nominated by the Vice-Chancellor.

In addition to above, the Board of Management may co-opt a maximum of three additional members as per the requirement.

Moreover, in addition to the powers of the Board of Management of the Centre as laid down in the Common Ordinance 19(XIX), the Board shall have the following additional powers:

(i) To recommend appointment of Councilors/Coordinators on such terms and conditions as it may be prescribed by the Centre, subject to the approval of the competent authorities;

(ii) To recommend to the Academic Council for the establishment or discontinuance of Study Centres and take decision in matters related thereto;

(iii) To review periodically the functioning and performance of the Study Centres;

(iv) To consider and approve the rates of honorarium and other payments for various activities of the Centre as per the financial norms of the University.

4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. Programme Implementation Committee

(a) There shall be as many Programme Implementation Committees as deemed necessary. A Programme Implementation Committee shall consist of:

(i) Director of the Centre shall be its Chairman;

(ii) Dean(s) of the Faculty(ies) concerned;

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(iii) 3-5 experts from the concerned subject nominated by the Chairman of Board of Management, in consultation with the Dean of the concerned Faculty;

(iv) 3-5 external experts nominated by the Vice-Chancellor;

(v) Head(s) of the concerned Department(s);

(vi) Deputy Registrar / Assistant Registrar - Secretary

(b) The term of nominated members shall be three years;

(c) The Committee shall be competent to decide about the structure and curriculum;

(d) The Committee shall be authorized to appoint the Programme Coordinator (Development), Course Writers, Editors and Reviewers;

(e) The Committee shall lay down the specific requirements for admissions and examinations and recommend it to the Board of Management and Academic Council for approval;

(f) The Committee shall take up any work assigned by the Board of Advisors from time to time;

(g) Meetings of the Programme Implementation Committee:

(i) The Committee shall meet as and when required;

(ii) Notice for general meetings shall be at least one week in advance from the date of the meeting;

(iii) An emergency meeting of the Board may be held at a short notice which would not be less than twenty four hours.

(iv) One-half of the members of the Board shall form the quorum for the meeting.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 24 (XXIV)

CENTRE FOR MANAGEMENT STUDIES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Management Studies", hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) conduct activities leading to award of MBA degree.
(ii) conduct research work leading to award of Ph D degree.
(iii) promote research work in various functional areas of Business Management.
(iv) take up appropriate measures to increase CMS - Industry interface for the overall benefit of academic programmes of the Centre.
(v) plan and conduct Management Development Programmes.
(vi) assist in Training and Placement activity for the students of the Centre.
(vii) organize Seminar, Workshops, Conferences, Extension lectures and Colloquiums on topics related to various functional areas of Business Management.
(viii) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 25 (XXV)

NELSON MANDELA CENTRE FOR PEACE AND CONFLICT RESOLUTION

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Peace and Conflict Resolution", hereinafter called "The Centre".

2. **Aims, Objectives and Functions of the Centre**

The Centre shall:

(i) impart peace education and develop skills for conflict resolution, management and transformation.

(ii) conduct policy oriented and evaluative research on issues vital for the promotion and sustenance of peace.

(iii) undertake capacity building of the government and non-governmental development functionaries, diplomatic staff, political and youth leaders etc. for peace building, conflict resolution and conflict management.

(iv) undertake process documentation on issues related to peace building and conflict resolution.

(v) evolve strategies for peace building at various levels involving international, national, regional and local communities.

(vi) organize Seminars, Workshops, Conferences, Extension lectures and Colloquiums.

(vii) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

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4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 26 (XXVI)

CENTER FOR JAWAHARLAL NEHRU STUDIES

1. Subject to the provision of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Jawaharlal Nehru Studies", hereinafter called "The Centre".

2. **Aims, Objectives and Functions of the Centre**

The Centre shall:

(i) impart instruction and conduct teaching and research leading to the award of degrees/certificates in Nehruvian studies;

(ii) undertake and promote research and publication in the area of Nehruvian studies:

(iii) conduct and arrange public awareness and mass education campaign to promote the ideas and ideals of Nehru;

(iv) organize Seminars, Workshops, Conferences, Extension lectures and Colloquiums.

(v) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objectives.

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3. **Board of Management**

The Board of Management of the Centre, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2009(IV):5, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 14.7.2009

Ordinance 28 (XXVIII)

CENTRE FOR COMPARATIVE RELIGIONS AND CIVILIZATIONS

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Comparative Religions and Civilizations", hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) organize instruction, teaching and research leading to the award of degree in Comparative Religions and Civilizations;

(ii) undertake and promote research and publication in the area of Comparative Religions and Civilizations;

(iii) conduct and arrange Public awareness and mass education campaign to promote understanding of Religions, Civilizations and Cultural Cohesion;

(iv) organize Seminars, Workshops, Conferences, Extension lectures and Colloquiums.

(v) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

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5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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Ordinance 29 (XXIX)

CENTRE FOR WEST ASIAN STUDIES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a “Centre for West Asian Studies”, hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) organize instruction, teaching and research leading to the award of university degrees in West Asian Studies:

(ii) undertake and promote research and publication in the area of West Asian Studies;

(iii) organize Seminars, Workshops, Conferences, Extension lectures and Colloquiums.

(iv) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objectives.

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3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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Ordinance 30 (XXX)

DR. K. R. NARAYANAN CENTRE FOR DALIT AND MINORITIES STUDIES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Dr. K. R. Narayanan Centre for Dalit and Minorities Studies", hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) conduct teaching and research with an emphasis on research on dalits and minorities and on issues of social exclusion arising out of inter communal and caste relationships, gender issues, displacement, disabilities, migration, child labour, etc.;

(ii) cultivate a commitment to the removal of all forms of discrimination, prejudice and exclusion; promote respect and understanding for the marginalized;

(iii) conduct seminars, workshops on socially beneficial legislations particularly of marginalized groups;

(iv) conduct training programmes for generating awareness on forms of social exclusion;

(v) network with government agencies, people's movements and all other stake holders;

(vi) disseminate knowledge generated at the Centre through publications and academic exchanges;

(vii) perform such other functions and to undertake such other activities, which are essential or incidental to the achievement of its principal objective.

3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

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4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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Ordinance 31 (XXXI)

CENTRE FOR SPANISH & LATIN AMERICAN STUDIES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Spanish and Latin American Studies", hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) conduct language and culture oriented courses leading to certificates/diplomas/degrees.

(ii) expand the scope of Spanish and Latin American studies in India.

(iii) promote study and research in the spheres of culture, society, philosophy, religion, geography and environment relevant to historical, economic, political, scientific and technological realities in the Spanish and Portuguese speaking areas.

(iv) organize Seminars, Workshops, Conferences, Extension lectures and Colloquiums.

(v) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

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4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2009(IV):6, dated : 23.6.2009
Notification No. JMI/R.O./L&Ord/2009, dated : 21.7.2009

Ordinance 32 (XXXII)

CENTRE FOR PHYSIOTHERAPY & REHABILITATION SCIENCES

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a "Centre for Physiotherapy & Rehabilitation Sciences", hereinafter called "The Centre".

2. Aims, Objectives and Functions of the Centre

The Centre shall:

(i) offer undergraduate and post graduate courses in Physiotherapy, Rehabilitation and allied health / Biomedical Sciences;

(ii) promote and conduct scientific research and training in chosen areas of Physiotherapy, Rehabilitation and allied interdisciplinary areas leading to M. Phil / Ph. D degrees;

(iii) provide a forum for interaction among scientists, research workers, teachers and students with national and international experts in these areas;

(iv) create tenure-based short term and long term chairs and visiting positions for experts in identified areas for interaction with the Centres' faculty, carrying out research and exchange of ideas;

(v) conduct seminars, workshops, conferences and extension lectures and to promote inter-institutional interaction .

(vi) provide clinical services in Physiotherapy and organize short term camps,

(vii) provide professional support to university sports team and coordinate with Physical education Director in introducing a course in physical education.

(viii) offer special training courses / services for Dementia and other old age related problems and for differently abled children.

(ix) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

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3. Board of Management

The Board of Management of the Institute, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

4. **Director**

The Director of the Institute, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Institute shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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Ordinance 33 (XXXIII)

ACADEMY OF PROFESSIONAL DEVELOPMENT OF URDU MEDIUM TEACHERS

1. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be an "Academy of Professional Development of Urdu Medium Teachers", hereinafter called "The Academy".

2. Aims, Objectives and Functions of the Academy

The Academy shall:

(a) evolve such teaching methods through which Urdu teaching can be made effective and interesting;

(b) help and assist the governments of concerned states in preparing text books and other teaching material in Urdu where Urdu is the mother tongue/second language/third language;

(c) for in-service Urdu teachers/Urdu medium teachers;

  (i) develop in them teaching abilities and efficiency;

  (ii) improve their communication skills - oral and written;

  (iii) make them available teaching aids such as audio visual material and print material such as help books, hand books, Urdu style manuals, reference books etc.;

  (iv) conduct for them short-term training programmes, Orientation Courses, Refresher Courses, Pronunciation Courses and other relevant courses;

  (v) conduct seminars, workshops, conferences and extension lectures.

(d) promote inter-institutional interaction;

(e) perform such other functions and to undertake such other activities which are essential or incidental to the achievement of its principal objective.

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3. Board of Management

The Board of Management of the Academy, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.19 (XIX) of the Centres.

4. **Director**

The Director of the Academy, his/her power and functions, and officiating charge in the absence of the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. **Committee of Studies**

The Committee of Studies of the Academy shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

IndiaCode

E.C. Resolution No. 2013(II):3.11, dated : 25.2.2013
Notification No. JMI/R.O./L&Ord/2013, dated : 3.4.2013

Ordinance 34 (XXXIV)

[Administrative/General]

CENTRE FOR NORTH EAST STUDIES AND POLICY RESEARCH

1. Subject to the provisions of the Act, Statute 22-A of JIM Act, 1988 for creation of a new Centre, namely 'Centre for North East Studies' by JMI, other relevant Statutes and Common Ordinance for Centres, and in consonance with the aims and objectives of the University, there shall be a 'Centre for North East Studies', hereinafter referred to as "*The Centre* ".

2. Aims and Objectives and Functions of the Centre
The Functions of the Centre shall be as follows:

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(i) To play pioneering role in the areas of academic and field research while creating a bridge between field and policy as well as between North East India and the rest of the country.

(ii) To strengthen academic research and develop policy alternatives through focused studies on the geographical entity of North-Eastern India (covering Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura) as well as the neighbouring countries of Bangladesh, Bhutan, Nepal, China/Tibet, the Myanmar and countries of South East Asia.

(iii) To develop research and Course studies in social science research including innovative areas such as Land Issues; Ethnic Problems; Insurgency; Development Conflict and the Environment Challenges to Governance; Displacement, Refugees and Migration; Conflict and Reconciliation; Gender and Discrimination; The North East in the rest of India as well as the role of the region in the Independence Movement.

(iv) To conduct workshops, lectures, seminars, Courses and research on the issues mentioned above and others of relevance to North Eastern India.

(v) To conduct joint collaborative programmes with other organisations, research institutes, universities across the world and with different ministries of the Government of India.

(vi) To create avenue for exchange programmes for scholars between different universities in the North East Region' and Jamia Millia Islamia

(vii) To organize instruction, teaching and research leading to the award of university degrees,in the North East Studies.

3. Board of Management

The Board of Management of the Centre, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No,19 (XIX) of the Centre", In consonance with Para No. 2(e) of the above-said ordinance, the Board shall include three experts from other universities and/or research institutions belonging to the allied, and cognate disciplines and having special interest in the objectives of the Centre and may further co-opt a maximum of three additional members as per requirement(s).

4. Director

The Director of the Centre, his/her power and functions, and officiating charge in the absence the Director, shall be as per the provisions laid down in the Common Ordinance of the Centres.

5. Committee of Studies

The Committee of Studies of the Centre shall be as per the provisions laid down on the Common Ordinance of the Centres.

6. Subject to these ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2012(XI):3.4, dated : 8.11.2012
Notification No. JMI/R.O./L&Ord/2012, dated : 31.12.2012

Ordinance 35 (XXXV)

Centre for Nanoscience and Nanotechnology

I. Subject to the provisions of the Act, Statute 22-A, other relevant Statutes and Common Ordinance for Centers, and in consonance with the aims and objectives of the University, there shall be a "Centre for Nanoscience and Nanotechnology", hereinafter referred to as *"The Centre"*.

2. **Aims, Objectives and Functions of the Centre**
The functions of the Centre shall be as follows:

(i) To create a dynamic teaching and research atmosphere that will promote interaction and synergies among the different groups of scientists working in the field of Nanoscience & Nanotechnology.

(ii) To attract researchers from diverse fields of research such as Physics, Chemistry, Biological Sciences and Engineering. This vibrant environment will attract world- renowned Nanoscience and Nanotechnology researchers.

(iii) To establish facilities that will give researchers access to advanced scientific equipment for preparation and characterization of nanomaterials for Nanotechnology applications.

(iv) To offer M.Tech. and Ph.D. programmes.

(v) To create and provide opportunities for National/International exchange of scientists and students.

(vi) To conduct seminars/workshops/conferences/extension lectures etc.

(vii) To conduct joint collaborative programs with the industry

3. Board of Management
The Board of Management of the Centre, its Powers and Functions and Meetings of the Board shall be as per the provisions laid down in the Common Ordinance No.I9 (XIX) of the Centres.

4. Director
The Director of the Centre, his/her power and functions, and officiating charge in the absence of the Director shall be *as* per the provisions laid down in the Common Ordinance of the Centres.

5. Committee of Studies
The Committee of Studies of the Centre shall be as per the provisions laid down in the Common Ordinance of the Centres.

6. Subject to these Ordinances, the Board of Management may frame Regulations and recommend them for approval to the competent authorities.

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E.C. Resolution No. 2014(III):3.31, dated : 19.11.2014
Notification No. JMI/R.O./L&Ord/2015, dated : 13.1.2015

Ordinance 36 (XXXVI)

PRESERVATION OF VARIOUS RECORDS DOCUMENTS IN THE UNIVERSITY

(i) Each Office/ Department/ Facutly/ Centre/ shall preserve the records/ documents available in the respective offices for the period as presented in Regulation.

The concerned Office/Department/Faculty/Centre shall send the record to Controller of Examination Office preferably within one month of the date of expiry of such record.

(ii) The weeding of records, after the expiry of their life shall be undertaken by the office of the Controller of Examination or any other office department notified by the competent authority, who will be responsible to ensure that the records are properly weeded out and the same are not misused by the agency who is awarded contract for weeding out

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(iii) The permanent records as shown in the Annexure of the Regulation shall also be digitalized by the CIT.

(iv) A three men Committee will be constitiuted to inspect the records which are proposed to be weeded out before sending to the office of Controller of Examinatiton.

STATEMENT SHOWING FIXING PERIOD OF PRESERVATION OF VARIOUS RECORDS/DOCUMENTS IN THE UNIVERSITY

S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
1.	Establishment Branch	a) Service Books	Till retirement
		b) Personal Files	5 Years after retirement
		c) ACRs Files	5 Years after retirement
		d) Miscellaneous Records	5 Years
2.	Academic and Council Branch	a) Agenda/Minutes of the various bodies such Academic Council, Executive Council, Anjuman (Court)	Permanent Record
		b) Minutes of the Deans' Committee and other Committees constituted from time to time	Three Years
		c) Annual Report/Prospectus of the University	Five Years
		d) Papers relating to travel grants/publication/seminar conferences	Five Years
		e) Papers related to admission-related queries	6 months
3.	SC/ST Cell and O&M Branch	a) Record to be compiled	Up to Five Years
		b) Honorarium Record	Up to Three Years
		c) Miscellaneous	Up to Three Years
4.	Planning & Development Branch	a) University Plan Proposal	20 Years
		b) Plan Allocations from University Grants Commission	20 Years
		c) Sanction/Approval letters from University Grants Commission related to staff	20 Years
		d) Sanction/Approval letters from Ministry of Culture/HRD related to staff in respect of various Chairs	20 Years
		e) Building Projects under Plan Allocations	
		f) Building projects under scheme (Funding agency other than UGC)	
		g) Approved Building projects by the Civil Bodies (DDA, MCD etc.)	
		h) Planning Board	3 Years
		i) Equipment grant under Plan Allocation	7 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		j) Books & Journals under Plan Allocaton	7 Years
		SHORT TERM (YEARS & ABOVE)	
		k) Research Projects	Duration of the project
		l) Non-Recurring	3 Years
		m) Consultancy Projects	2 Years
5.	Property Department	a) Bainamas (related with Jamia Land, in original)	To be retained forever
		b) Transfer Schedules of Jamia Lands (Documents about Lands Transferred to Jamia by DDA from time to time)	To be retained forever
		c) Lease Documents	To be retained forever
		d) Miscellaneous files regarding Jamia Lands	To be retained forever
		e) Property Register/Asset Register	To be retained forever
		Documents related to Quarter Allotment Section	
		f) License Fee Register	30 Years
		f) Record of Minutes of Accommodation Allotment Committee/Minutes Register	20 Years
		g) Files of Quarters (Existing)	20 Years or till retirement of the allottee
		h) File of Quarters (Demolished)	10 Years after demolition
		Documents related to Canteen and Shops etc.	
		i) License Fee Register	To be retained forever
		j) Minutes of Canteen Committee	Five Years
		k) Canteens/Shops etc. Files	10 Years
		l) Tender Forms	Three Years
		m) License Deed (Agreement)	Five Years
6.	Administration Branch	a) Log books/repair register & purchase record	3 Year and 5 Years after auction of vehicle
		b) Record of Printing	5 Years after completion of work
		c) Medical Record (FDR)	5 Years after death
		d) Paper regarding booking of Conference Hall	2 Years after completion of event
		e) Daily and Dispatch Register	5 Years
		f) Miscellaneous Records	3 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		g) Telephone Records	5 Years after disconnection
		h) Stationary Record/Issue Register	3 years after Audit
7.	Recruitment & Promotion Section	a) Application forms of non-selected candidates	One Year
8.	Controller of Examinations	a) Answer sheets (Annual Examination/Semester) Question Papers of all the examinations	One Year after declaration of result 3 years
		b) Admission Test/Answer Booklets Admission Test Question Papers and Keys	6 months from the date of declaration of results 6 months
		c) Exam Forms (Regular & Private)	One Year
		d) Award List submitted by teachers/attendance sheets	One Year
		e) Tabulation sheets	25 Years
		f) Original Degrees to be retained Controller of Exams Office	5 Years
		g) Application Forms for various certificates	One Year
		h) Student record Card	20 Years
		i) Minutes of Exams Committee	10 Years
		j) Counterfoils of Migration/Provisional/ Merit Certificates	One Year
		k) Datesheet & Copy of the results	One Year
		l) Marksheets (Regular/Private)	Three Years
9.	Deans' Office	a) Application Forms for Admission (i) Admitted Students	90 Days those who disqualified after declaration of result Maximum duration of the course
		b) Annual/Semester/Practical Exams	One Year
		c) Internal Assessment	One Semester/One Year
		d) Attendance	After the end of Semester/ Annual Exams
		e) Sculpture	One Week after practical
		f) Photographs	One year
		g) Board of Studies/Faculty Committee	Permanent
		h) Non Consumable Register	Permanent
		i) Consumable Register	3 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		j) OPD Cards	15 Years
		k) OPD Consumable	3 Years
		l) Syllabus Copies	2 Years after completion of Course
		m) Prospectus extra copies	Five Years
		n) Miscellaneous Records	2 Years
		o) Records regarding DRC Minutes of Faculty Meeting	Permanent Permanent
10.	DSW Office	a) Scholarships	5 Years
		b) RTI related correspondence	5 Years
		c) Minutes of the Meetings (EC, AC, Anjuman, Court, etc.	5 Years
		d) Subject Associations	3 Years after duration of the course
		e) Convocations (Gold Medals)	5 Years
		f) Students Grievances	2 Years
		g) Students' Magazine	Permanent (at least 5 copies)
		h) Students Union Election Results	Permanent
		i) Other students Union Election related records	One Year
		j) Students' Aid Fund	2 Years
		k) Miscellaneous	2 Years
11.	Proctor's Office	a) Records relating to I Cards	Application forms for I Cards – till the declaration of results for that particular year
		b) Case files of disciplinary action	15 Years
12.	Finance & Accounts Department (i) General	a) Attendance Register	2 Years
		b) Applications Casual Leave	One Year
		c) Casual Leave Register	One Year
		d) Diary Register	3 Years
		e) Bill Diary Register	3 Years
		f) Inter-Sectional Diary	2 Years
		g) Dispatch Register	3 Years
		h) Peon Book	2 Years
		i) Transit Register	2 Years
		j) Arrears Report	2 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		k) File Register	10 Years
		l) Calendar of Returns	2 Years
	(ii) Old Records	m) Reminders/File Register	One Year
		n) Note-book of urgent cases	One Year
		o) Sectional Note-book	Permanent
		p) Table Inspection Reports	One Year
		q) Guard File of Important Orders (subject to periodical review)	Permanent
		r) Parliamentary questions and their replies	10 Years
		a) Index Registers of Records	Permanent
		b) Issue Register of Records	5 Years
		c) Register of Records Weeded out	Permanent
		d) Old Record Routine Files	5 Years
	(iii) Salary Section	a) Demand/Advance Registers	10 Years
		b) Register of payment of daily wages	2 Years
		c) Register of payment of honorarium	5 Years
		d) Register of payment of Children Educational allowance and reimbursement Tuition fees	5 Years
		e) Register of watching payment of Leave Salary/Pension Contribution	Permanent
		f) Register of Study Leave Cases	5 Years
		g) Agreements regarding Study Leave	6 Years
		h) Certificate relating to payment of house rent allowance	5 Years
		i) Income Tax Register	10 Years
		j) Income Tax Returns	10 Years
		k) Personal Files	5 Years (after retirement)
		l) Salary Routine Files	2 Years
		m) Strength Check Registers	Permanent
	(iv) Bill Section	n) Objection Book	10 Years
		a) Register of Temporary Advances	5 Years
		b) Travelling Allowance Check Register	5 Years
		c) Leave Travel Concession Check Register	5 Years
		d) Deposits/ Refund Register	20 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		e) Imprest Accounts Registers	5 Years
		f) Agreements with Municipal Corporation for supply of water electricity etc.	Permanent (subject to periodical review)
		g) Register of leased houses	Permanent (subject to periodical review)
		h) Acknowledgements of Imprest Advances	2 Years
		i) Expenditure Control Registers	2 Years
		j) Objection Book	10 Years
		k) Objection Memos	2 Years
		l) Routine files relating to passing of bills	2 Years
		m) Correspondence regarding purchases	4 Years
	(v) Provident Fund and Pension Section (a) General	a) Files containing orders/amendments/ clarifications relating to retirement benefits to University employees	Permanent
		b) Files containing orders regarding appointments/ transfers/resignations etc.	2 Years
		c) Options of employees regarding retirements-benefits	5 Years (after retirement/ death/termination etc.)
		d) Register regarding watching and recording of options by individual employees	3 Years
		e) Index Register of Options	Permanent
	(b) Provident Fund	a) Files relating to correspondence regarding admission to Provident Funds/ nominations	2 Years
		b) Files relating to recovery of subscriptions (including arrears) of Provident Fund	3 Years
		c) Files regarding correspondence relating to recovery of subscription to Provident Fund from employees on foreign service	5 Years
		d) Files dealing with correspondence regarding recovery of employer's contribution to Contributory Provident Fund in respect of persons on foreign service.	10 Years
		e) Files relating to grant of advances from Provident Funds	4 Years
		f) Files regarding final withdrawals from Provident Fund for house building, higher education etc. after final payment of Provident Fund	3 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		balances.	
		g) Files relating to correspondence regarding missing credits.	3 Years
		h) Files relating to correspondence regarding transfer of Provident Fund accounts to University.	3 Years
		i) Files relating to final payment cases of Provident Fund money (i) to subscribers (ii) to members of the family in accordance with nomination (iii) to guardians of minors (iv) to others not according to nomination or persons who are not Members of the subscribers family	 4 years after payment 4 years after payment 28 years after payment
		j) Nominations relating to Provident Funds	Same as Sl.No. 10 above with reference to the party to whom payment is to be made.
		k) Register for watching recovery of advance from Provident Funds.	3 years after final recovery
		l) Other Miscellaneous files	3 Years
		m) Provident Fund Ledgers	35 Years
		n) Provident Fund Broadsheets	5 Years
		o) Schedules for Provident Fund recoveries	7 Years
		p) Vouchers of Provident Fund for (i) Advances from Provident Funds (ii) Final withdrawals for house building etc. (iii) Final payment of Provident Fund balances	 5 Years 3 Years After final payment same as final payment cases (cf Sl. No. 10 above)
	(c) Pension and Gratuity	q) Register for watching progress of final payments of Provident Fund money	5 Years
		r) Register of investments	Permanent
		s) Files regarding correspondence relating to investments	10 Years
		a) Files dealing with payment of Pension/Gratuity including death-cum-retirement Gratuity (i) Pension including family pension, invalid pension etc. (ii) Gratuity (iii) Commutation of Pension	 25 years from the date of death of the employees 5 years after Award 15 years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		b) Register of applications for Pension/Gratuity	Permanent
		c) Pension payment order Register	Permanent
		d) Register of Anticipatory Pensions	15 Years
		e) Register for watching recovery of Leave Salary and Pension/ Provident Fund Contributions	Permanent
		f) Files relating to correspondence regarding recoveries of Leave Salary and Pension/Provident Fund contributions	10 Years
		g) Register of payment of Pension including family Pensions/Gratuity including Death-cum-Retirement Gratuity	20 Years
		h) Pension Payment Vouchers (i) To Pensioners (ii) To nominees (a) Widows (b) Daughters (c) Sons	 2 Years 25 Years
		i) Vouchers for payment of gratuities including Death-cum-Retirement Gratuity	10 Years
		j) Vouchers for commutation of Pension	15 Years
	(vi) Students Section	k) Nominations for Gratuity	Same as final payment cases of Provident Fund money (c.f. Sl. No. 10 under 'Provident Fund')
		l) Other Miscellaneous files	5 Years
		a) Students Demand Ledgers	10 Years
		b) Statements of Outstanding dues	2 Years
		c) Students Deposit Registers	10 Years
		d) Students-aid-Fund Register	5 Years
		e) Register of temporary advances to Clubs etc.	5 Years
		f) Duplicate copies of receipts relating to collection from Students	2 Years after the academic year is over
		g) Other Routine Files	5 Years
		a) Scholarship/Fellowship Registers	5 Years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
	(vii) Scholarships & Fellowships Section	b) Stipends/Scholarships, Freeships, Fellowships etc files	5 Years
		c) Students Personal Ledgers relating to payment of Scholarships/Fellowships	10 Years
		d) Budget/Revised Estimates in respect of Scholarships/ Fellowships, endowments etc.	5 Years
		e) Correspondence with Central/State Governments, U.G.C. and other agencies in connection with Scholarships/Fellowships sanctioned by them.	10 Years
		f) Other Routine Files	5 Years
		g) Compilation sheets of Annual Accounts of Earmarked (Special) Fund Account	5 Years
		h) Office copies of Utilisation Certificates/Audit Certificates	10 Years
	(viii) Cash Section	a) Register of Cheque books	5Years
		b) Register of receipt books	5 Years
		c) Register of Valuables	10 Years
		d) Cash Books	Permanent
		e) Indian Postal Order Register	5 Years
		f) Daily Abstract of Receipts	10 Years
		g) Money Order (Receipt and Issue) Register	5 Years
		h) Unpaid Salary Register	5 Years
		i) Bank Statements	15 Years
		j) Bank re-conciliation Statements	15 Years
		k) Bank Remittance Slips	5 Years
		l) Counterfoils of Cheque Books	10 Years
		m) Counterfoils of cash receipts	8 Years
		n) Paid Vouchers: (i) Pay Bills (ii) Library Bills (iii) Works Bills	 40 Years 5 Years after completion of audit 10 Years after register of buildings are completed. 10 Years after completion of audit.

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		(iv) Bills on account of other Capital Expenditure (v) T.A/L.T.C. Bills (vi) Other Contingent Vouchers (vii) Scholarship/ Fellowship Bills	5 Years after completion of audit 5 Years after completion of audit
		o) Acquittance Rolls	40 Years
		p) Files regarding opining of Bank accounts	Permanent
	(ix) Budget Section	q) Correspondence about cheques	3 Years
		a) Appointment of members of the Finance Committee and their	10 Years
		b) Schedule of Establishment- Rough Sheets	3 Years
		c) Schedule of Establishment – printed copy	10 copies to be retained permanently and spare copies weeded out after 10 years
		d) Schedule of new demands	5 Years
		e) Budget (Routine) files	5 Years
		f) Rough Budget Sheets	3 Years
		g) Printed copy of Budget	10 copies to be retained permanently and spare copies weeded out after 10 years
		h) Re-appropriation Orders	3 Years
	(x) Grants Section	a) Grants Registers	5 Years
		b) Register of donation and endowments	Permanent
		c) Grants Files	5 Years
		d) Development Scheme Files	Permanent (subject to periodical review)
		e) Utilisation Certificates of Grants, Endowments, etc.	10 Years
	(xi) Accounts Section	a) Monthly Classified Abstracts	10 Years
		b) Annual Consolidated Abstracts	10 Years
		c) Journals of transfer entries	10 Years
		d) Files relating to opening of new heads of accounts	Permanent
		e) Annual Accounts-Working sheets	5 Years
		f) Audited copy of the Annual Accounts and Balance Sheets with the Audit Certificate	Permanent

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		g) Files regarding submission of Annual Accounts to the Finance Committee/ Executive Committee	5 Years
		h) Printed copies of Annual Accounts be retained permanently and other spare copies weeded out after	10 copies will 10 Years
	(xii) Internal Audit Section	a) Register of Auditable documents in various Schools/ Centres/ Departments	Permanent
		b) Agreements with Contractors/Architects etc.	15 Years
		c) Internal Audit Programmes and progress reports	5 Years
		d) Rough Internal Audit Notes/ Memos	3 Years
		e) Objection Book	5 Years
		f) Internal Audit Memoranda	10 Years
		g) Inspection Reports (Statutory Audit)	5 Years after all settlement of objections
		h) Register of losses	10 Years
		i) Files relating to major irregularities	5 Years
		a) Service Books	5Years after retirement
		b) Assessment Reports	-do-
		c) Security deposits form University Employees	**2 Years after the expiry of security**
		d) Insurance Policies	-do-
	(xiii) Others	e) Indemnity bonds	2 years after the expiry of security
		f) Representations and appeals from the staff	5 Years
		g) Files regarding delegation of powers	Permanent
		h) Files relating to drafting of service regulations	-do-
		i) Files relating to drafting of Financial Regulations and Accounts Rules	-do-
		j) Files relating to drafting of Office Procedure Manual	-do-
13.	PIO Office	a) RTI application and responses	Two Years
		b) Statistical records	Three Years
		c) Miscellaneous	Three Years
14.	Building & Construction Department	a) Project Ledger	Permanent
		b) Project Files	Permanent

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		c) Work files relating to NR/Maintenance of Buildings for addition of space.	Permanent
		d) Annual Return Files in r/o VAT	Permanent
		e) Monthly Certificates in r/o VAT	Permanent
		f) Monthly Payment Details in r/o Labour Welfare Cess	Permanent
		g) Measurement Books	Permanent
		h) Acknowledgements in r/o EMD & PG Drafts	Permanent
		i) U.C. Files/CC. Files	Permanent
		j) Inventory Files relating to Non-Consumable Items in r/o New Buildings.	Permanent
		k) Attendance Registers	Permanent
		l) Project Tender Files	5 years if no litigation or pending Audit Paras
		m) Maintenance Work and NR Files	2 years if no litigation or pending Audit Paras
		n) Final Bill/VAT Registers in r/o Maintenance/ NRWorks/ and Projects.	5 years if no litigation or pending Audit Paras
		o) Tender Registers	5 years if no litigation or pending Audit Paras
		p) Work Order Books	5 years if no litigation or pending Audit Paras
		q) NIT Files	5 years if no litigation or pending Audit Paras
		r) Paper Advertisements in r/o NITs	5 years if no litigation or pending Audit Paras
		s) Indent Books	2 years
		t) Stock Register	2 years in r/o Maintenance & NR
		u) Repair Register	2 years
		v) Purchase Register	2 years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		w) Cement Register	5 years if no litigation or pending Audit Paras in respect of Projects
		x) Agreement Files for NR/Maintenance of Buildings for any space addition & Projects	5 years if no litigation or pending Audit Paras
		y) Log Book in r/o Generators	2 years
		z) Complaints	2 years
		aa) Inventory Files relating to Consumable Items	2 years
15.	Office of CACMC (Central Admission Coordination and Monitoring Committee)	List of applicants/ coded slips/ coded lists of candidates/ coaded award lists/ decoded lists/ lists of selected candidates/ lists of wait-listed candidates/ various admission-related queries/ clarifications from different faculties/departments/centres	6 months
16.	Office of the Chief Coordinator, Ph.D. Admissions	List of applicants for admission to Ph.D. programmes/ coded slips/ coded lists of candidates/ coaded award lists/ decoded lists/ lists of selected candidates	One year
17	Departments/Centres/ Faculties	(i) Non-Consumable Stock Register	Permanent
		(ii) Consumable Stock Register /OPD Consumable Register	3 Financial Years
		(iii) Purchase Committee Register	3 Financial years
		(iv) Dispatch Register / Peon Book	5 Years
		(v) Attendance Register - Staff	3 Years
		(vi) Minutes of Board of Studies/Committee of Studies/Faculty Meetings	Permanent
		(vii) Departmental Meetings Register	2 Years
		(viii) Practical Files of Students	6 months after declaration of examination results
		(ix) Internal Assessment Test Answer Books of Students	1 Year after declaration of examination results
		(x) Question Papers of all Examinations	3 years
		(xi) Indent/Issue Register	Permanent
		(xii) Correspondences with Registrar, Vice-Chancellor and other competent	3 years

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S.No.	Name of the Section	Particulars of Records/Documents	Proposed life/period of Maintenance
		authorities of administration	
		(xiii) Leave Record of Teaching and Non-Teaching Staff/ Casual Leave Register	2 years
		(xiv) DRS Project Records	2 Financial years after completion of the project
		(xv) Papers related to different Extramural Projects	2 Financial years after completion of the project
		(xvi) Notice Inviting Tender	3 Financial years
		(xvii) Institutional Ethical Clearance Certificate for Use of Human	1 year after completion of research work
		(xviii) Institutional Ethical Clearance Certificate for Use of Animals	1 year after completion of research work
		(xix) Bio-safety clearance certificate of different project	1 year after completion of research work

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E.C. Resolution No. EC-2016(II):3.53, dated: 28.6.2016
Notification No. 03/L&O/RO/JMI/2016, dated: 29.8.2016

Ordinance 37 (XXXVII)
[Administrative & General]
Consultancy: Institutional and Industrial

1.0 Preamble

In the light of changing economic scenario, government policies and importance of industry –institute interaction, the University considers consultancy projects as an important means for extending benefit of research work and expertise of faculty members and other staff of the university to the sponsoring agencies broadening the experience base of the University community and as a tool for contributing to the country's industrial and economic growth. Therefore, as a matter of policy, the University encourages its faculty members to undertake consultancy work as a measure of scientific/technical collaboration with outside agencies. Appropriate consultancy projects, in addition to providing much needed service to the different universities, organizations, NGOs and industries, also benefit the concerned faculty members and the Institution. They enrich the professional experience and knowledge of faculty members and thus make them better exposed to the changing horizon of the subject.

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Consultancy projects provide first-hand knowledge of the current issues of the society and problems of industry which is very helpful in tuning the curriculum to the national needs. The faculty members get an opportunity to apply their ideas under practical experience. Furthermore, the consultancy work also provides incentives for their contributions to all categories of staff. Consultancy projects also provide an opportunity to the students to work on the real problem. The experienced gain through this exercise will help the students in getting better employment.

While the University encourages the faculty members to undertake Consultancy projects, it is expected that the time spent by a faculty member on consultancy projects will not exceed one day per working week during teaching session of the academic year, excluding vocations. The consultancy work under any circumstances shall not hamper the primary duties.

2.0 Definitions and General Rules

2.1 Definitions

2.1.1 Department

All academic departments and academic centers will be covered by the word 'Department' for the purpose of these rules.

2.1.2 Vice-Chancellor

Vice Chancellor of Jamia Millia Islamia, New Delhi.

2.1.3 Dean

Dean of Faculties, Jamia Millia Islamia, New Delhi.

2.1.4 Head

Head of the academic department and Director of the academic Centers

2.1.5 Institutional consultancy

Consultancy offered by government institutes, ministries, international bodies, NGO, organizations, trusts, private institutes including HRD activities in continuing education centre etc.

2.1.6 Industrial Consultancy

Consultancy offered by industries, consulting firms, companies and individuals etc .

2.1.7. Consultant

Faculty member and or team of faculty members providing consultancy

2.1.8. Lead Consultant

Leader of the team of consultants

2.1.9 Individual Consultancy Projects

All Consultancy Projects having reference of individual faculty members will be treated as Individual Consultancy Project, not as Departmental Consultancy Projects

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2.1.10 Type-I Consultancy Projects including HRD Programmes in the Continuing Education Centre

Consultancy Projects **without the use of laboratory** facilities of the University will be classified as Type –I Consultancy Projects.

2.1.11 Type-II Consultancy Projects

Consultancy Projects involving **use of laboratory facilities** of the University will be classified as Type-II Consultancy Projects. Such projects will cover field testing and field measurements, calibration of equipment/ instruments and testing of material/ equipment in laboratory and development work using laboratory facilities.

2.1.12 Type- III Departmental Consultancy Projects with/without use of lab facilities

A project referred to the Head of the Department **or a functionary of the University (i.e. Deans or Director)** may be taken up as a Departmental Consultancy Project. Further, a project referred to an individual faculty member may also be taken up as Departmental Consultancy Project at the request of that faculty member. Normally, Consultancy Projects involving multi disciplinary/ inter departmental inputs or requiring use of large facilities, likewise projects which were expected to run for a long period may be considered by a department to be taken up as Departmental Consultancy Projects. A Departmental Consultancy Project will have at least three investigators.

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2.1.13 University Development Fund (UDF)

Part of the university share to be utilized for development of the university

2.1.14 Departmental Development Fund (DDF)

A part of the University share from Consultancy Projects will be transferred to the DDF of the concerned academic department(s). The objective of this fund is to provide additional grant to the department for its developmental activities as well as for funding its other activities for which adequate funds are not available from other sources. This fund can also be used for activities like providing seed money for holding conferences/ workshops and seminars etc. The budget for utilizing DDF will be approved by the Board of Studies (BOS) of the Department. Subsequent financial and administrative approval shall be obtained from the Competent Authority before incurring the expenditure.

2.1.15 Professional Development Fund (PDF)

There will be a Professional Development Fund for the faculty member providing consultancy. The objective of which will be to help individuals in their professional development. A part of the University share from Consultancy Projects will be transferred to the P.D.F. of the concerned academic staff and utilized by them as per norms. (refer section 4)

2.2. General Rules

2.2.1 It shall be the duty of the Lead consultant only (not all employess of the university) to seek prior permission through HOD/Director Concerned from the University for undertaking the consultancy. In case any employee undertakes any consultancy job without permission or prior information to the university he/she will be liable for disciplinary action.

2.2.2 Individuals or Departments may take up Consultancy work only after taking approval of the competent authority through the Head of the concerned Department. The report of Departmental Consultancy Projects will be signed by the Head of the Department. The report of the individual Consultancy project will be signed by the concerned faculty member or Lead consultant. *(Please refer FORM-I)*

2.2.3 All fees in connection with Consultancy Projects should be received in the name of the Jamia Millia Islamia New Delhi. **Individual departments cannot receive and disburse Consultancy funds directly.**

2.2.4 For projects involving only site visits for consultation work and/ or personal discussion, fees may be charged on per day basis at mutually acceptable rate which shall normally be a minimum of Rs.5000/- per man-day for academic staff, including the days spent on travel.

2.2.5 For technical and other non-academic staff, the visits shall be within the the scope of an on-going Consultancy Project. Fees may be charged on per day basis at minimum of Rs.500/- per man-day if provision in the consultancy provides.

2.2.6 The lead consultant may avail services of persons outside of the Department/Center but from the university as experts, with the consent of Head of that Department/Center. *(Please refer FORM-II)*

2.2.7 The lead consultant may, with the prior permission of competent authority may avail services of persons as experts from outside the institution, for which no expertise is available in the university. The remuneration for his/her services shall not exceed 30% of the total consultancy fees. *(Please refer FORM-III)*

2.2.8 No Consultancy project from any agency can be taken up for an amount less than Rs.10000/-. This will, however, not apply for cases where rates have been fixed by the government, department / Institute. This limit may be reviewed every three years. This rule will not apply to the routine testing in the different departments.

2.2.9 For Departmental Consultancy Projects, the Lead Consultant will be decided by the Head of the Department in consultation with the BOS of the Department.

2.2.10 Each individual Consultancy project will be classified either as Type-I or Type-II and will not be bifurcated.

2.2.11 For Departmental Consultancy work only, faculty and staff members sent out in connection with consultancy work by the Head, may be treated on duty provided prior permission of the competent authority and sanction of duly leave was obtained before sending any faculty and staff members

outside the University in connection with the consultancy work. Further, it should not affect the primary duties..

2.2.12 In case of multi-disciplinary/ inter departmental projects, a single project can be divided into sub-projects on mutually agreed terms, by the consenting departments.

2.2.13 Information regarding the completion of the consultancy project shall be intimated to the Registrar immediately after the completion of the project

2.3. Expenditure Norms

2.3.1 Job Work

The consultant may get specific job work done on payment from outside. However, such payment may not exceed **30%** of the total amount contracted for the project. While making such expenditure all the rules/regulations as applicable to Consultancy Projects should be followed. For higher expenditure HOD's prior permission will be necessary. *(Please refer FORM-IV)*

2.3.2 Student Assistants

The consultant may engage Students of the university as Student Assistants for consultancy work as per the emoluments laid down in the terms and conditions of the consultancy project

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2.3.3 Travel

The consultant or/and other member of the consultancy team shall be entitled to travel as per the university rules. Either all the travel arrangement and local hospitality should be made and sponsored by client or met out of the consultancy fees. There shall be no obligation at the part of the university for any field visit performed for consultancy work.

2.4 Distribution of Consultancy Funds *(Please refer FORM-V)*

2.4.1 For individual Consultancy Projects, the norms for calculation of various percentages for distribution of the total money received from client (excluding taxes paid if any in every case) will be as follows.

Consultancy work without use of laboratory facilities (**Type-I**)

TOTAL AMOUNT OF CONSULTANCY **(T)**	
University's Share **(U)**	20% of total consultancy fees
Consultant's Share **(C)***	80% of total consultancy fees

Distribution of University Share (U) **(Type-I)**

UDF	**DDF**	**PDF**	**Remuneration of Staff**					
			VC Office	**Registrar's Secretariat**	**Finance and Account Office**	**Planning and Dev. Office**	**Depart-ment/ Centre Office**	**Consultant (Service Tax)**
3.0	1.0	4.0	1.5	1.5	3.0	3.0	2.0	1.0

2.4.2 Consultancy work involving use of laboratory facilities **(Type-II)**

For Consultancy work involving use of Laboratory facilities, the norms for calculation of various percentages for distribution will be as follow.

TOTAL AMOUNT OF CONSULTANCY **(T)**	
University's Share's **(U)**	30% of total consultancy fees
Consultant's share **(C) ***	70% of total consultancy fees

Distribution of University Share (U) (Type-II)

UDF	DDF	PDF	Remuneration of Staff					
			VC Office	**Registrar Secretariat**	**Finance and Accounts Office**	**Planning and Dev. Office**	**Depart-ment/ Centre Office**	**Consultant (Service Tax)**
10.0	4.0	4.0	1.5	1.5	3.0	3.0	2.0	1.0

2.4.3 Departmental Consultancy Projects Type-III (with & without use of lab facilities) the norms for calculation of various percentages for distribution will be as follows:

TOTAL AMOUNT OF CONSULTANCY **(T)**	
University Share **(U)**	30% of total consultancy fees
Consultant's Share **(C) ***	70% of total consultancy fees

Distribution of University Share (U) (**Type-III**)

UDF	DDF	PDF	Remuneration of Staff					
			V C Office	**Registrar Secretariat**	**Finance and Account Office**	**Planning and Dev. Office**	**Depart-ment/ Centre Office**	**Consultant (Service Tax)**
10.0	4.0	4.0	1.5	1.5	3.0	3.0	2.0	1.0

***** A maximum of 10% of Consultant's share (C) may be paid as expenditure subject to the production of actual bills by the consultant

Note: Sale proceeds of software products developed by a faculty member/ Scientist/ Research Worker will be shared between the University and the individual as per the norms of TYPE-II Consultancy Project. If a student is involved in development of a softwares, he/she will be paid due share A list of computer programmes developed by a student as a part of the thesis will be included in the thesis as an Annexure.

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2.4.4 Taxes Deduction

The consultant shall be liable to collect service tax at the effective rate on the gross amount of service charges i.e. consultancy fee (The effective rate from 1st April 2012 is 12.36 per cent i.e. 12 per cent service tax, 2 per cent education cess on service tax an one percent higher education cess on service tax). The amount of service tax so collected will be deposited to the credit of the Central Government. In case any consultant does not collect service tax from the recipient of service, the service tax at the effective/applicable rate will be deducted from consultancy fee i.e. service charges and the remaining amount will be available for consultancy fund for distribution

2.5. Limit on Total Remuneration by an Academic Staff from Consultancy

2.5.1 There will be **no limit on the total remuneration to be received form consultancy projects** during the financial year by faculty & other staff.

2.5.2 The actual share of consultancy fees paid to the individual consultant(s) and staff members after deductions should recorded as earning from consultancy fees.

2.5.3 If any of the academic staff wishes to divert part or whole of his/her own remuneration to his/her Professional Development Fund, the same will be permissible.

2.5.4 Expenditure as mentioned at Para 2.3 should be deducted from consultant share (C) in calculating earnings from consultancy fees

3.0 Guidelines for Consultancy

3.1 Project Initiation and Management

Each Consultancy project will have a lead consultant (L.C.) who will be a faculty member in the service of the University and who will be responsible for :

(i) Formulating the project proposal which may include

(a) planning of the work to be done,

(b) estimating costs according to the guidelines provided in the later section, and

(c) if necessary, identifying other Investigators, who shall also be faculty member(s)/Scientist(s) in the service of the University,

(ii) Co-ordination and execution of work,

(iii) Handling all communications with the clients,

(iv) Writing of intermediate and final reports according to the project proposal,

(v) Making recommendations to the competent authority regarding expenditure from the Project and remuneration to be paid to faculty, staff and students,

(vi) Ensuring that all reports / certificates bear the name of the Lead Consultant and the name(s) of the Consultant(s) his/her signatures who participated in the project,

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(vii) Signing the Memorandum of Understanding (MoU) or Agreement with the client/, if required. Guidelines for MoU/Agreement are given at **Annexure 'A'.**

3.2 Appointment of Lead Consultant (l.c.)

3.2.1 A permanent faculty member is entitled to take up a consultancy project as lead Consultant (LC) provided that his/her retirement is not due within a year. In exceptional circumstances, the Vice Chancellor may allow a retiring faculty member to continue work as LC if he is continuing to serve the University in some other capacity.

3.2.2 The client (sponsoring organization which gives the consultancy) usually approaches the University for Consultancy work through a faculty member or a functionary of the University (i.e. Head of the Department, Dean or Director. When a faculty member is approached for the work, he will be the Lead Consultant. If he does not wish to be the Lead Consultant, the HOD will identify a suitable person as the L.C.

3.2.3 All Consultancy Projects will have a Lead Consultant (L.C.) provided that his / her retirement is not due in the next three months. In case the LC is supposed to retire within a period of three months from the date of start of consultancy, he/she will be appointed as co-consultant and BOS/COS shall in such case appoint a Lead Consultant (L.C.) for that project.

In case a L.C. resigns or any eventually happens to him / her, in all such cases. The HOD/Director of Center shall become Lead Consultant (L.C.).

3.2.4 The Emeritus Fellows and Visiting Faculty etc. can only be appointed/ nominated as Co-Lead Consultant or Consultant and not Lead Consultant. The retired teachers working under Emeritus Fellowship be allowed to be Lead Consultant, if the sponsors do not have any objection.

3.2.5 Normally the agreed charges of the project are to be deposited by the client, in full, or in installments as per clearly spelled out in offer letter before the work commences. However, this stipulation is negotiable.

The payments shall be in favour of the Registrar and the Accounts shall be maintained by the Finance & Accounts Office.

3.2.6 Lead Consultant will take approval for undertaking the Consultancy project from competent authority through the H.O.D./ DOC on the prescribed form obtainable from Registrar office, A unique number to the each project would be assigned. The above project number must be quoted in all subsequent correspondences within the University. Project file will be closed with the submission of final project report and final settlement of accounts etc. *(Please refer FORM-I)*

3.2.7 Credit for Consultancy fund Mobilization

Credit for consultancy fees mobilization will go to Lead Consultant

3.2.8 Collaboration with Outside Organizations / Subcontracting

Collaboration with outside recognized university/ organization / institutions can be made as part of subcontract. The purpose behind this idea is to strengthen the expertise which will provide better likelihood of university and University interaction/collaboration. If collaboration with outside organizations/institutions or subcontracting a part of the project is envisaged, the nature, scope and financial budget of the proposed arrangements will also be specified at the time of submitting the project proposal for approval. Subcontracting of work will be done as per purchase rules of the

University. However the collaboration with industry/institute may be entered provided the major expertise required for the consultancy do exit with the faculty concerned.

3.Budgetary Norms for Consultancy Projects

3.3.1 The total agreed charges of a Consultancy project will consist of the University share, actual expenses and the remuneration to be distributed to the faculty and staff. The actual expenses as described in section 2.3 only

3.3.2 Consultancy fee

There are no rigid norms for calculating the Consultation fee. This depends upon several factors such as the time spent, the importance of the advice and the experience of the faculty, etc. While estimating the Consultancy fee chargeable to the client, the Lead Consultant should keep in mind that only part of the total fee is available for distribution among the faculty, staff, and students. The remuneration will be paid to the faculty / staff as per norms and on the recommendation of the Lead Consultant.

3.4 Budgetary Norms for Testing Jobs

The University may undertake testing jobs at a standard fee where stipulated; otherwise the charges may be estimated by the faculty member who will supervise the testing work.

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3.5 General

3.5.1 A retiring/retired technical staff member may be paid remuneration/honorarium out of the consultancy projects during the year of retirement for the work done by him/her during the year or in the previous years..

3.5.2 In case a Consultancy Project involves testing of samples which are to be drawn by the consultant and not supplied by the sponsor, it will be necessary that at least one of the consultant(s) should be present at the time of drawing samples, so that authenticity of the samples and sampling process is ensured.

3.6 Limitation

It is expected that generally those Consultancy projects will be accepted by the University, which provide challenge and befitting professional competence of the faculty members, helping governing authorities to implement its policies and its out-come could be beneficial to the different sector of society.

3.7 Liability

In case any legal dispute arises before the Consultant(s) and the sponsor such that Consultant(s) are in any way, held responsible for the losses incurred by the sponsor, such liability will be restricted to the maximum limit which will be calculated as follows and the liability will be on the part of Consultant (s) not on the University.

Maximum Liability = The total amount charged for the project – the expenditure /liabilities on the project. It is in the interest of the Consultant(s) to bring this fact to the notice of the sponsors. The expenditure/liability will be counted till such date on which the sponsors inform the Consultants(s) in writing to stop work on the project for on-going projects, or till the end of the project for completed projects. This expenditure amount does not include the remuneration paid to the

Consultant(s) and staff of the University. Submission of the requisite report on the work itself shall constitute the Utilization certificate/ final bill.

It should be part of agreement and must be included in agreement if signed

3.8 Disagreements / Disputes

3.8.1 Any disagreement within the University arising at any stage of a Consultancy project will be resolved in consultation with the HOD/ Director & respective Dean of the Faculty to ensure an expeditious removal of bottlenecks and smooth functioning of the project.

3.8.2 In case of any dispute arising at any stage of Consultancy project between Consultants(s) and the sponsor(s), the consultant(s) will be responsible for settlement of the dispute.

3.8.3 All legal action will be subject to jurisdiction at Courts at New Delhi.

3.9 Arbitration

In the event of any dispute or difference at any time arising between the parties relating to Consultancy project or any other clause(s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the Consultancy or otherwise in relation to the terms, whether during the Consultancy or thereafter, such disputes or differences shall be endeavoured be resolved by mutual negotiations. If, however, such negotiations are fractious, the dispute should be finally settled through Arbitration and Conciliation Act,1996 by three arbitrators appointed in accordance with the said Act. The Arbitrators shall give reasoned and speaking award

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3.10 Publication of Results

L.C. will have the right to publish the work carried out by him/her unless the sponsors have an agreement under which there prior permission is required. In such cases the draft paper before publication will be submitted to sponsors and if no objections are raised within one month of the submission of the proposal to publish the result, it will be assumed that the sponsors have no objection to the publication.

3.11 Selection Procedure for Recruitment of Research Staff

The selection procedure for recruiting Consultancy project staff (Project Assistant/ Project Fellow etc.) under Consultancy Projects will follow the applicable Jamia rules. (Form IV).

3.12 Forms

To ensure smooth administration & management of Consultancy Projects, only the approved forms will be used by the Lead consultant and others concerned. As given below.

Form No.	Description
FORM-I	Request for Approval of Consultancy Project
FORM-II	Consent of HOD for proposed consultant from out-side of LCs Department
FORM-III	Request for involvement of consultant out-side of the university
FORM-IV	Request for short term out sourced service for Consultancy Project
FORM-V	Proposal for distribution of consultancy project funds

4.0 Rules for Generation & Utilization of Fund

4.1. The Professional Development Fund (PDF) of a faculty member or other academic staff member may be generated by crediting a certain percentage of University share from a Consultancy Project and unspent balance, if any,

The proposed percentages to be credited to the DDF and PDF of the concerned faculty/academic staff are as per the following table

Distribution of University Share in % age

Type of Project and Component available for distribution	University Share % of Consul-tancy fees	Distribution from income of University share as% of Gross Consultancy fees								
		VC Office Staff	Registrar's Secretariat	Account Office Staff	Planning & Dev Office Staff	Deptt/ Centre Office Staff	PDF	DDF	UDF	Consult (services Tax).
Type-I, (Individual - without Lab)	20%	1.5%	1.5%	3.0%	3.0%	2.0%	4.0%	1.0%	3.0%	1.0 %
Type-II, (Individual-with Lab)	30%	1.5%	1.5%	3.0%	3.0%	2.0%	4.0%	4.0%	10.0 %	1.0 %
Type-III, Departmental (with Lab / without Lab)	30%	1.5%	1.5%	3.0%	3.0%	2.0%	4.0%	4.0%	10.0 %	1.0%

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4.2. The PDF account of each concerned faculty member should be properly maintained by account section of JMI. The PDF should be credited to the Lead Consultant or it may be distributed among consultant as per direction of Lead Consultant. The PDF can be utilized by the concerned faculty member mainly for the following purposes.

4.2.1 Membership fee of Professional Societies

4.2.2 Purchase of Professional Books, Journals, Stationery, Computer Stationery, Software or data on any storage medium

4.2.3 Equipments/Phone/Fax Facilities/air-conditioner for laboratory / office, can be purchased with the prior approval of competent Authority, which shall be treated as T&P items as per the existing norms of the University and therefore shall remain property of the University

4.2.4 Up-gradation or outright purchase of laptop or desktop computer and related peripherals like digital camera/ web camera, printer, scanner etc for use by the faculty member at any location as per the work requirement on approval of Head of the concerned department

4.2.5 Purchase of office and laboratory furniture.

4.2.6 PDF can also be used for other academic purposes that may be beneficial to research and teaching with prior permission of competent authority.

4.3. All purchases and expenses shall be made as per rules of the University. All the items to be purchased shall be approved by the BOS. Subsequently administrative and financial approval shall be sought from the competent authority

4.4. The items procured out of PDF shall be properly accounted for and shall remain property of the University.

4.5. Donations to University Development Fund and or DDF from PDF may be allowed by desiring faculty member(s) / academic staff.

Note: The account of DDF will be maintained by Account office and controlled by Head with prior approval of BOS of the department. The departments concerned may submit expenditure bills to Registrar for processing of payment.

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Annexure 'A'

Guidelines for MoU/Agreement

If a MoU/Agreement is required to be signed with the sponsor of a Consultancy Project, It should generally include the following clauses. Additional clauses may be added if considered necessary:

1. **General**
   This section should include the reference to the proposed Consultancy and identify the parties concerned pertaining the MoU.

2. **Scope**
   This section should spell out briefly the nature of work, its limitations and the expected end results.

3. **Time Frame**
   This clause must indicate the expected duration of the project and should also indicate the schedule of review of progress, submission of reports etc., if any.

4. **Consultancy Charges**
   The document must clearly indicate the charges to be paid for the proposed Consultancy project along with amounts of bank draft(s) to be drawn in favour of the University. There should also be a mention of the service tax liability in this regard. Further, the schedule of payment should also be indicated in this clause.

5. **Responsibilities**
   This clause should define clearly the responsibilities of the various parties with regard to making the data and / or material available for the work as also for the return of the same, as and if applicable.

6. **Patents/Publications**
   The MoU should clearly spell out the arrangements proposed to be made with regard to any patents or publications arising out of the proposed Consultancy project.

7. **Force Majeure**
   This is an important clause and must be included to safeguard the interest of the various parties due to one or more of the unforeseen force majeure events.

8. **Arbitration**
   The document shall provide for a suitable channel to settle any disputes or differences related to the execution of the Consultancy project, which shall conform to clause 10 of "Guidelines for Industrial Consultancy".

9. **Liability**
   This clause should indicate the maximum liability which is to be accepted in the event of the project being terminated without completion at any stage and shall be in conformity with clause 8 of "Guidelines for Industrial Consultancy".

10. **Amendment to the MoU**
    The clause should specify a provision for amendments to any one or more clauses of the MoU through mutual consent, at any stage during work of the project, due to any reason whatsoever.

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Annexure 'B'

(Forms Related to Consultancy Projects)

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