Amendments in the Agreement to be entered into by the officers, teachers and other employees.

:: NOTIFICATION ::

It is hereby notified for all concerned that the Board of Management in its 43rd Special meeting held on 31.08.2015 at 15:30 hours in the Auditorium Meeting Hall, S.D. Agricultural University, Sardarkrushinagar vide Item No.43.8 has resolved as under.

"It is resolved that the revised Agreement to be entered into by the officers, teachers and other employees as appended on Annexure-II on the agenda be approved with amendments in Sr. No.11 that words Rs. 5.0 lacs (for teachers/officers) / Rs. 2.0 lacs (for others employees) be replaced with the words an amount equivalent to ten times of the initial Basic Pay (Pay Band + Grade Pay)."

(H.N.KHER)

REGISTRAR

S.D. AGRICULTURAL UNIVERSITY
SARDARKRUSHINAGAR

NO.SDAU/REG/LEGAL/T.2/913 – 982/2015,
Date:- 29/09/2015.

Copy f.w. cs to :-
1. All Officers of this University...
2. All Units/Sub-Units Officers of this University...
3. Director of Information and Technology, S.D. Agricultural University, Sardarkrushinagar with request to upload this notification on University website.

Copy to :-
1. P.S. to Vice-Chancellor, S.D. Agricultural University, Sardarkrushinagar...
2. P.S. to Registrar, S.D. Agricultural University, Sardarkrushinagar...
3. Academic Branch of this section... (10 copies)
4. All Branches of this section...
Annexure-II

Sardarkrushinagar Dantiwada Agricultural University

Agreement to be entered into by the employee

AGREEMENT entered into this ................ day of the month of ...................... of the year two thousand fifteen between Mr./Miss./Mrs.........................
....................... (hereinafter called @ ..............................) on the one part and the Sardarkrushinagar Dantiwada Agricultural University (hereinafter called the University) being a body Corporate constituted under the Gujarat Agricultural Universities Act, 2004 as amended up-to-date (hereinafter called the said Act) on the other part.

WHEREAS by a resolution of the Board of Management of the University passed at their meeting held on the ................. it was resolved that the said @ .................. be appointed as # .................. on a starting salary of ₹.................. in the pay band of $ ₹.................. and grade pay of $ ₹ .................. subject to the conditions of service as may be laid down from time to time AND WHEREAS the said @ .................. accepted the said terms of appointment and joined the University service AND WHEREAS it has been considered desirable to reduce to writing the terms and conditions of service agreed to between the said @ .............. and the University, NOW THESE PRESENT WITNESS that it is hereby agreed by and between the parties hereto as follows :-

[1] That the said @ ................................................. shall abide by the conditions of service such as Gujarat Agricultural Universities Services Rules, Provident Fund Rules, Conduct Rules, Discipline and Appeal Rules etc., as may be laid down by the University from time to time.

@ Write here name of Officer, teachers, other employee etc. as the case may be.
# Write here the full designation mentioning the Department and the Faculty or Office.
$ Write here the pay band and the grade pay of the post.
That at the expiry of the probation period of two years commencing from ................. on which date the said @ .................. joined his duties in the University, his appointment shall be made as officiating or permanent, provided in the discharge of his duties, the said @ .......... gives satisfaction of which the Board of Management shall be the sole judge.

That subject to the age-limit as prescribed under Statute S.119.0 and subject to what is hereinafter stated the said @ ............... shall be continued in the employment of the University provided however that it shall be competent for either part to terminate this agreement after giving due notice in writing as prescribed under the Rules relating to conditions of service for University employees.

That the said @ ......................... shall be paid his due salary in the pay band and grade pay of his appointment so long as he remains in the service of the University and performs satisfactorily all the duties of his office, and the work entrusted to him or her.

That, during the continuance of his service under the terms of the agreement, the said @ ........................................ shall be a member of the New Defined Contributory Pension Scheme introduced by the State Government vide its Finance Department Resolution No. NPN-2003-GOI-10-P. dated 18th March, 2005 as amended from time to time and that the University may deduct the said subscription from any money that may be payable to the said @ ........................................ under this agreement or otherwise.
That the said @ ........................................ shall* [give instructions to the students in the Department / College and subject for which he is considered eligible by the University, shall conduct research in the said Department and shall participate in extension education programmes and subject to the satisfaction of the University] perform such other duties as may be entrusted to him by any competent authority of the University and shall to the best of his ability carry-out the lawful directions of any office or body of the University to whose authority he may, while this agreement is in force, be subject under the provisions of the said Act or under any Statute or Rules made there under.

That the said @ ........................................ shall devote his whole time to the service of the University and shall not, without having first obtaining the permission of the University (a) apply for or accept any post or service carrying remuneration or (b) engage directly or indirectly in any trade, business or occupation or (c) take active part in politics or (d) except in case of accident or emergency or sickness certified by competent medical authority absent himself from his duties without getting due leave sanctioned by the competent authority of the University as per the rules of the University.

That the said @ ........................................ shall not stand as a candidate for any election to a Municipality, District Local Board or any other local authority and shall not also stand as a candidate for election to the State Legislature or Parliament without the previous permission of the Board of Management and he shall refrain from any activity which tends to create communal disharmony.

* Only for teachers.
That the said @ ........................................ shall not engage himself in imparting private tuitions, paid or unpaid to any student of the University.

That the said @ ........................................ shall not, without the previous permission of the Vice-Chancellor; accept an examinership at any examination outside the University or accept membership honorary or with remuneration on any outside committees or bodies.

That the said @ ........................................ shall not, apply: for or obtain or cause or permit any other person to apply for or obtain a patent for an invention made by the said @ ........................................ or publish the results of any research involving patentable material done by him or under his guidance in the University save with the previous permission of the Vice-Chancellor, and in accordance with such conditions as he may impose from time to time. The Vice-Chancellor shall, after consulting, the Head of the Department decide what is 'patentable material' within the meaning of that expression as used in the present clause and his decision shall be final and binding.

That the said @ ........................................ shall serve the University atleast for five years. If he/she wants to leave the University before stipulated time, he/she shall have to deposit Rs.5* lacs/ Rs.2** lacs in SDAU fund account before getting relieved from the University services.

That, if at any time during the period of probation mentioned in clause 2 above, the University is satisfied that the work or conduct of the said @ ........................................ is not satisfactory, it may terminate his service or revert him to the post which he was holding before his promotion / direct recruitment without notice.

* for teachers and officers.
** for other employees.
That the said @ ______________ shall furnish security as laid down in the Gujarat Agricultural Universities Services (General) Rules. 2011.

In case a dispute arises out of this contract, the decision of the Board of Management shall be final.

This agreement shall continue in force until determined by either of the parties hereto giving to the other due notice in writing as required under the rules relating to conditions of service for the University employees to terminate it.

IN WITNESS WHEREOF the party hereto of the one part, has hereunto set his hand and seal and the Common Seal of the Gujarat Agricultural Universities attested by the signature of the Registrar and hereunto affixed on the day and the year first above written.

SIGNED BY THE within named

.......................

in the presence of

.................... (Signature of the employee)

Head of the Department

The Common Seal of the SDAU has been affixed in pursuance of the resolution of the Board of Management in the presence of:

(SEAL)

REGISTRAR