

भारतीय पेट्रोलियम और ऊर्जा संस्थान INDIAN INSTITUTE OF PETROLEUM & ENERGY (IIPE)

2nd Floor, Main Block, AUCE (A), AU Visakhapatnam, Andhra Pradesh –530003

AGREEMENT

Article	es of agreement made this the day of 20 between
	of the one part and the Indian Institute of Petroleum & Energy, Visakhapatnam nafter called the Institute) of the other part.
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	as the Board of Governors of the Institute (hereinafter called the Board) in exercise of the
_	s conferred on them by the Indian Institute of Petroleum & Energy Act have engaged the party
	first part to serve as in the Institute from
subjec	t to the conditions and agreements herein contained:
Now t	herefore it is hereby mutually agreed as follows:
1.	That the party of the first part will employ himself in the performance of teaching, research and such other duties as are or may from time to time be assigned to his/her post by the Officers and authorities empowered in this behalf by the Act, Statutes, Ordinances and such other similar standing orders of the Institute, will be bound by the provisions of the Act, Statutes, Ordinances, and such other similar standing orders of the Institute for the time being in force, and will submit to all rules and orders made from time to time by officers and authorities under the Act, Statutes and Ordinances of the Institute and by the employees of the Institute under whom he / she may be placed.
2.	That the party of the first part will not engage directly or indirectly (in any trade, business or occupation) in any work other than that of his / her office without the previous permission of the Board whose orders on the matter shall be final and conclusive; and that he / she will not (except in case of accident or sickness certified by the competent medical authority) absence himself / herself from his / her said duties without the previous permission in writing of the Institute or its officers authorized in this behalf.
3.	(a) That from the he / she will be paid by the Institute so long as he / she shall remain in the said service and actually perform his / her duties, a salary at the rate of Rupees per mensem to Rupees mensem; and will be entitled to all the privileges attached to his / her post under the Act, Statutes and Ordinances for the time being in force.
	(b) Without prejudice to the generality of Clause (1) above, the said duties shall include, (a) teaching the courses assigned to him / her in a systematic manner, endeavouring to attain not only the standard generally expected at the level of the particular course but also the highest that can be attained by him / her under the circumstances; (b) assisting the students in the organization of extra-curricular activities to the extent that he / she is required by the appropriate authorities and (c) devoting himself / herself to pursuit of knowledge, research and publication of the results of his / her research and creative intellectual effort. As a necessary measure of initiation to research effort, the party of the first part, if he / her is a teacher of the rank of an Assistant Professor and does not possess a doctoral degree, shall register himself / herself, if not already so registered, for the Ph.D. degree within a period of



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two years after appointment and shall diligently pursue the doctoral programme with a view to complete it within a reasonable time.

- 4. That the first ______ year or years of service under the Institute put in by the party of the first part under this agreement shall be deemed to be a period of probation. The Board may at any time during that period dispense with the service of the party of the first part on a month's notice or on payment of a month's salary without stating the reasons for as such action and the party of the first part shall not have any right of appeal to any officer or authority against this decision. The party of the first part may also on any day during that period determine this agreement by giving two calendar months before such day a notice in writing of his / her intention to that effect and if such notice shall be given this agreement shall terminate on that day.
- 5. The Institute may at any time dispense with the services of the party of the first part without notice in the event of misconduct on his / her part or of a breach by him / her of one or more of the conditions herein specified which in the opinion of the Board make him / her unfit to hold the post.
- 6. That it shall be lawful for the Board prior to the expiration of his / her service under this agreement, if satisfied on the report of a duly qualified medical board appointed by the Board in this behalf that the party of the first part is incapacitated and is likely to continue permanently incapable, by reason of his / her ill-health, of discharging his / her duties to determine the service under this agreement (the decision of the Board being conclusive) and thereupon his / her services shall be terminated.
- 7. (a) That before the party of the first part is removed from the service under clause 5 of these presents, the Board shall constitute a committee consisting of three members thereof to consider the case and the party of the first shall be given the opportunity of a full hearing before the Committee and no action shall be taken against the party of the first part except on the recommendation of the Committee and on its approval by the Board.
 - (b) That the party of the first part who is removed from service may appeal to the Visitor against the order of the Board within one month after the date of service of the order and the order of the Visitor shall be final.
- 8. That the party of the first part shall not be entitled to any damage or compensation whatever in the event of his removal under clause 5 or under clause 6 aforesaid.
- 9. That the party of the first part shall be bound by such leave rules as may be for the time being in force in the Institute.
- 10. That the party of the first part will continue in the service of the Institute under the terms and conditions herein contained.
 - (a) Provided always that the party of the first part may determine this agreement on any day after confirmation by giving to the Institute a notice in writing of his / her intention to that

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effect at least six calendar months before such day and if such notice shall be given this agreement shall terminate on that day accordingly.

- (b) Provided further that this agreement may be determined on any day after confirmation by the Board by giving the party of the first part a notice without assigning reasons in writing of its intention to that effect at least six calendar months before such a day or paying six months' salary in lieu of such notice; and if, such notice is given or payment made, this agreement shall terminate that day accordingly and the party of the first part shall not have the right of appeal to any other Officer or authority against such termination.
- (c) Provided further that this agreement may be determined on any day by the Board if the Senate shall resolve to abolish the post held by the party of the first part.
- 11. That after the abolition of the post held by the party of the first party by the Senate, the Board shall give six months' notice to the determination of this agreement to the party of the first part and the party of the first shall receive immediately on the expiration of such notice a lump-sum equal to one-twelfth of the salary received during the previous twelve months of his / her service in respect of each complete period of twelve months which elapsed from the time when he / she first joined his service in the Institute (in whatever capacity) provided (i) that the total sums so paid shall not exceed twelve months' salary stated above, and (ii) that such salary shall not include allowances of any kind not provided for in this agreement.
- 12. That the party of the first part will be governed by applicable pensionary rules of the Government of India on the date he / she joins in the Institute.

In witness whereof the parties hereunto affix their hand and seal.

Sealed on behalf of the Institute:

Witnesses to signature of Teacher

Signature of Teacher

Name and Address (in full) with all contact address, like Mobile Number, email id, etc.

Signature of the Registrar - IIPE