



(Formerly ITM University, Gurugram)

SERVICE RULES

1. **SHORT TITLE**

1.1 These rules shall be called The NorthCap University "Service Rules". They shall apply to all employees, whether ad -hoc, temporary, part -time, contractual, or permanent, in the service of THE NORTHCAP UNIVERSITY, Gurgaon, and/or at any other branch of the University, which is or may hereinafter be established or managed, anywhere in India or overseas by THE NORTHCAP UNIVERSITY.

1.2 The Governing Body of "The NorthCap University" hereinafter called the GB reserves the exclusive right, at any time hereafter and without notice, to amend, alter, modify, add or delete any provision(s) to all or any of these service rules, from time to time and, to bring such amendments, alterations, modifications, additions, deletions into effect from a date to be notified by the GB.

Such amendments, alterations, modifications, additions, deletions, if any, shall become binding on all the employees covered by these service rules from the date of their notification by the GB.

The Chancellor shall have the exclusive power to clarify any issue or to remove any doubt relating to these "Service Rules" and/or its implementation.

1.3 **DEFINITIONS**

In these rules, unless there is anything repugnant to the subject or context:

1. "PROMOTER SOCIETY i.e. Educate India Society " registered under the Societies Registrations Act of 1860, which is responsible for the establishment and management of The NorthCap University and/or any of its branches, which is or may hereinafter be established or managed, anywhere in India or overseas by The NorthCap University.
2. The University means "THE NORTHCAP UNIVERSITY" and its sections, departments, schools and centers at Gurgaon and/or at any other branch in India or overseas, established or managed by THE NORTHCAP UNIVERSITY.
3. The GB means the Governing Body of The NorthCap University which has been constituted in accordance with the provisions laid

down in this respect by Haryana Private University Act no 32 2006 and its third amendment vide Act No . 25 of 2009. The Chairman of the GB shall be a member of Promoter Society.

- 1) The Vice Chancellor means the person appointed by the Chancellor who shall be responsible for the proper and efficient administration of the University and/or its branch(s) in accordance with the guidelines laid down in this respect .
- 1) "Employee" includes all employees, without exception performing whatsoever function assigned to him/her and is in the whole or part time employment of the University, whether such employment is probationary, ad - hoc, temporary, permanent, part time, visiting or contractual etc.

2. **CODE OF CONDUCT**

2.1 **APPLICATION**

The provisions contained in this schedule shall apply, without exception, to all employees of the University whether, ad-hoc, probationary, temporary, part -time, contractual, visiting or permanent.

Every employee of the *University*, whether ad -hoc, temporary, contractual, part -time, visiting or permanent shall be governed by the Code of Conduct, as specified herein and every employee, without exception shall be liable to disciplinary action, including suspension and/or termination, for the breach of any provision(s) of the code of conduct .

The Vice Chancellor shall initiate disciplinary proceedings for non - compliance of the code of conduct/service rules/leave rules /statutes /ordinances or any other rules and regulations of the University that may be in force from time to time by any employee and shall have the power to appoint an enquiry officer(s) to conduct an inquiry into the charges against such an employee and if he is satisfied with the findings of the inquiry committee may take any administrative/disciplinary action including recommending termination of the employee to the Chancellor .

2.2 **DEFINITIONS**

"Members of the family" in relation to an employee includes: -

1. the wife, child or step -child of such employee residing with and dependent on him and in relation to an employee who is a woman, the husband residing with and dependent on her, and
2. any other person related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependent on such employee, but does not include a wife or husband legally separated from the employee or child or step - child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.

iii) "Service" means service under the University.

2.3 GENERAL

Every employee shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his / her official dealings and follow all norms and standards of propriety and ethical behavior.

An employee should at all times be courteous in his / her dealings with other members of the staff, students and members of the public.

Unless otherwise stated specifically in the terms of appointment, every employee is a whole -time employee of the University, and may be called upon to perform such duties as may be assigned to him/her by the Vice Chancellor or any The NorthCap University officer, beyond scheduled working hours and on closed holidays and Sundays. These duties inter alia shall include but are not limited to attendance at meetings of committees / examination duties to which he/she may be appointed by the University.

An employee shall be required to observe the scheduled hours of work, as may be notified from time to time, during which he/she must be present at the place of his/her duty .

Except for unforeseen contingencies, no employee shall absent himself/herself from duty without prior permission of the designated authority.

No employee shall leave station except with the prior permission of the designated authority. Whenever leaving the station, an employee shall inform the designated authority to which he/she is attached, the address where he/she would be available during the period of his/her absence from station.

All employees are expected to be exemplary in their public as well as private life. Their loyalty, sense of dedication and integrity should at all times be a model and inspiration to the youth and other learners committed to their care.

- viii) All employees are expected to behave according to the ideals of national integration showing love, concern, respect to all without any discrimination whatsoever of religion, caste, creed or community. Any act or speech against this rule will be considered as a serious breach of discipline and will invite strict disciplinary action including suspension and /or termination from service.
- ix) Every employee shall strive to instill in the students under his /her care, a high sense of values, social conscientiousness, and pride in the University and loyalty to the country . It is the sacred duty of all the employees to work for the intellectual, moral and social development of all students and staff under their care.

- x) Any association or consumption/distribution of alcohol, drugs, cigarettes or any other intoxicant by whatsoever name called, by an employee in and around the University premises including its hostels, is strictly prohibited.
- xi) Association, active or passive, with any unlawful organization including holding and/or participation in demonstrations, inciting violence, displaying notices or circulating handbills in the University and/or its hostel(s)/mess is strictly prohibited.
- xii) All correspondence written or electronic addressed to/by an employee or accessible to him/her by virtue of his/her employment with the University including press and other such copies of correspondence, all vouchers, books including all notebooks containing all notes or records or prices or other data and apparatus, samples and/or other goods belonging to the University, circulars and all other papers and documents of any nature whatsoever, relating to the University affairs which shall come into his/her possession in the course of his/her employment, shall be the absolute property of the University and he/she shall, at any time, during service or termination thereof or upon his/her leaving the services of the University for any reason whatsoever deliver up the same to the University on demand and without claiming any lien thereon .
- xiii) No employee of the University shall:
- Knowingly or willfully neglect his/her duties.
 - Propagate through his/her teaching lesson or otherwise, a communal or sectarian outlook, or incite or allow any student to indulge in communal or sectarian activities
 - Discriminate against any student or any other person on grounds of religion, caste, creed, sex, language, place of origin, social and cultural background etc.
 - Indulge or encourage either directly or indirectly in any form of malpractice connected with the examination or any other activity of the University.
 - Make any sustained neglect in correcting term or assessments or exam work of the students.
 - Knowingly or willfully neglect to stop or report any act of ragging/eve teasing. No employee shall incite violence.
 - While being present at the University, absent himself/herself, except with the prior permission of the designated authority from the duty or class which he/she is assigned.
 - Accept or give private tuition to any student of the University or any other person without the written permission of the Vice Chancellor.

- Prepare or publish any book(s), or assist, in their publication other than under written authority of the Vice- Chancellor.
- Enter into any monetary transactions with any student or parent or any third party which can illegally benefit either party ; nor shall he/she conduct his/her personal matters in such a manner that he/she has to incur a debt beyond his/her means to repay .
- Accept or permit any member of his/her family or any other person acting on his/her behalf to accept any gift or receive advantage from any student, parent or any person(s) with whom he/she has come into contact by virtue of his/her being in the employment of the university.

A casual meal, lift or other social hospitality of a casual nature shall not be considered as a gift. On occasions such as weddings, anniversaries, funerals or religious functions when the making of a gift is in conformity with the prevailing religious or social customs, an employee may accept a gift from students /parents if the value thereof does not exceed Rupees One Thousand only.

- Hesitate to provide individual attention to student(s), if required. Besides academic problems, teachers are encouraged to solve personal and behavioral problems of student(s) as well. If in any event student(s) does not show any improvement despite counseling/mentoring and, if the teacher is convinced that the student(s) needs special help, he/she must immediately bring this fact to the notice of the Vice Chancellor in writing and in his/her absence the concerned student 's Director of School / Head of Department .
- Not be unreasonable in his/her demands from student(s) and should avoid favoritism of any kind. Whilst the teacher may be firm and consistent with his/her students(s), every teacher must remember that student(s) have their self - respect and must not be subjected to any threat, ridicule, sarcasm, or unreasonable punishment.

EVERY EMPLOYEE SHALL : (Formerly IITM University, Gurugram)

- Be punctual in attendance and in respect of his/her class -work and also for any other work connected with the duties assigned to him/her by the Vice Chancellor/ Director of School /Head of Department / Higher Authority .
- Abide by the rules and regulations of the University in force from time to time and also show due respect to his/her higher authority.
- On every working day mark attendance/punch his /her card at the time of arrival and at the time of leaving the University, located at the gate or elsewhere as the case may be, and be ready at least, five minutes before the commencement of classes. Overwriting on the attendance register where applicable or not punching the card is a serious violation of the rules.

- Be responsible for the discipline of students even outside the classrooms. Since supervision during the break or off time is vital for the protection of the property of the University and its students, employees may, from time to time, be allotted such duties to maintain discipline and orderliness at the University.
- Be responsible for the proper care, operation and maintenance of all equipment and machinery, learning aids, furniture and fixtures and sports equipment etc. under their care. The appropriate authority should immediately be informed of any loss or damage caused or any repairs / replacements that may be required.
- Train students to make extensive use of the Library facilities and to take care of the property of the University including, books, journals, equipment and machinery, furniture, fixtures and fittings.

In case of damage to any building, furniture or other property of the University, the cost of repairing and /or replacement will be charged from the student(s) known to be immediately responsible, but, if the person(s) causing the damage are not known, the cost shall be recovered equally from all the students of the concerned class.

- Not through any action or omission or any written, verbal or electronic form etc, disturb the functioning of the University or vitiate, in any manner whatsoever, the peace, dignity and harmony of the University .
- Shall report any incident of ragging brought to his/her notice, to the HOD/ Director without fail. Any act of non-reporting will lead to disciplinary action including suspension and /or termination from service and will be dealt with as per the provisions in the Judgment of the Hon'ble Supreme Court of India in the case titled "University of Kerala V/s. Council, Principals, College Kerala and others" dated 08.05. 09 in CA No. 887 of 2009 and all other relevant subsequent judicial pronouncement s including the Haryana Prohibition of Ragging in Educational Institutions Bill - 2012.
- Be committed to creating and maintaining a community in which students, teachers and non -teaching staff can work together in an environment free of violence, harassment, exploitation, and intimidation. This includes all forms of gender violence, sexual harassment, and discrimination on the basis of sex/gender/sexual orientation and / or physical disability. Any act of indiscipline towards sexual harassment and discrimination on the basis of sex/ gender/sexual orientation and/or physical disability shall be severely dealt with as per the Policy on Sexual Harassment and as per the provisions of the Supreme Court Judgement in the case of *Vishaka & others vs .the State of Rajasthan & others*, August 1997 and all other subsequent judicial pronouncement s on sexual harassment.

3. **TAKING PART IN POLITICS AND ELECTIONS**

3.1 No employee shall take part in politics or be associated with any party or organization which takes part in any political activity, nor shall he / she subscribe, aid or assist in any manner any political movement or activity .

3.2 No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any election to a legislative body or local authority provided that an employee of the University qualified to vote at such election may exercise his right to vote but where he does so, he shall give no indication of the manner in which he proposes to vote or voted .

4. **CONNECTION WITH TV/ PRESS OR RADIO**

4.1 No employee shall, except with the prior sanction of the Vice Chancellor, own wholly or in part, or conduct, or participate in the editing or managing of any newspaper or other periodical publications.

4.2 No employee shall, except with the prior sanction of the Vice Chancellor or any other authority empowered by him/her in this behalf, or in the bona fide discharge of his/her duties, participate on a television or a radio broadcast or any form of social media or contribute any article or write any letter either anonymously or in his/her own name or in the name of any other person to any newspaper or periodical provided that no such sanction shall be required if such telecast/ broadcast or such contribution is of a purely literary, artistic or scientific character.

NOTE:

Members of the staff are at liberty however, without any sanction, to publish their original scientific works in journals of repute in India and abroad. If, however, they wish to indicate their official designations in the article they want to publish, prior sanction of the Vice Chancellor will be necessary.

Such articles must be strictly confined to purely scientific/managerial/ legal subjects and should not touch upon administrative matters related to the University. They shall be free from all political leanings.

Publication of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the Vice Chancellor and if necessary, the Government of India.

5. **PATENTS**

5.1 If during the term of his/her employment, an employee shall make any inventions or improvements relating to the manufacture of any materials or products, all rights in respect of such invention or improvement shall belong to the University, and he/she will, if required, at the cost of the University cause such inventions or improvements to be patented in such countries as the University may desire and shall when required to do and concur in all things necessary to cause or procure any patent or patents so obtained, to be vested in the University or as to institutions which may be added in future , and in the meantime hold such patents in trust for the University.

6. **CRITICISM OF THE UNIVERSITY**

No employee shall, in any television / radio broadcast, internet, any form of social media or in any document published anonymously or in his/her own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion:

- (i) which has the effect of an adverse criticism of any current or recent policy or action of the University; or
- (ii) which is capable of embarrassing the relations between the University and the Central government or any State Government including any of their agencies or any other Institution or Organization or members of the public.

7. **EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY**

7.1 No employee shall, except with the previous written sanction of the Vice Chancellor, give evidence in connection with any inquiry conducted by any person, committee or authority.

7.2 Where any sanction has been accorded, no employee giving such evidence shall criticize the policy or any action of the University or the Central Government or any State Government or their respective agencies.

Nothing in this paragraph shall apply to:

- a) evidence given at any inquiry before any authority appointed[®] by the University, by Parliament or by a State Legislative; or
- b) evidence given in any judicial enquiry; or
- c) evidence given in any departmental enquiry ordered by the Vice Chancellor of the University.

8. **UNAUTHORIZED COMMUNICATION OF INFORMATION**

8.1 No employee shall, except in accordance with any general or special order of the Vice Chancellor or in the performance in good faith of the duties assigned to him/her, communicate, directly or indirectly, any official document or information to any person to whom he/she is not authorized to communicate such document or information.

8.2 During the term of his/her employment with the University, or at any time thereafter, an employee shall not use or disclose to any other society, firm, organization or person any information concerning the secrets, activities or affairs of the University, nor countenance any act prejudicial to the interest of the University.

8.3 By virtue of his/her assignment with the university, an employee will acquire technical know-how and gain access to secrets relating to the University's activities. It is therefore, distinctly understood that in the event of his/her relinquishing his/her employment with the University, he/she will under no circumstances divulge the technical know-how and secrets of the University or uses these in any manner detrimental to the University. In the event of an employee violating this condition, the University will be entitled to claim damages at his/her cost and take any action, as it may deem fit against him/her.

9. **PRIVATE TRADE / EMPLOYMENT**

9.1 No employee shall, except with the prior written permission of the Chancellor, engage directly or indirectly, in any trade or business or any private tuition or undertake any employment outside his/her official assignments.

9.2 Provided that the above restrictions shall not apply to any academic work and consultative practice undertaken with the prior permission of the Vice Chancellor which may be given subject to as regarding the acceptance of remuneration, such rules as may be laid down by the GB from time to time.

10. **INVESTMENTS, LENDING & BORROWING**

10. 1 No employee shall gamble/ engage in betting and / or speculate in any business nor shall he/she make or permit his /her spouse or any member of his/her family to make any investment likely to embarrass or influence him/her in the discharge of his/her official duties.

10. 2 No employee shall lend money at interest to any person including but not limited to students/parents etc. nor shall he/she borrow money from any person with whom he/she is likely to have official dealings of any kind whatsoever.

11. **INSOLVENCY, HABITUAL INDEBTEDNESS AND CRIMINAL PROCEEDINGS**

11. 1 An employee shall so manage his/her private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a majority of his/her salary is continuously being attached, he/she may be liable to dismissal. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the University.

11. 2 An employee who gets involved in any criminal proceedings shall immediately inform the Vice Chancellor in writing through the Head of Department to which he/she is attached, irrespective of the fact whether he/she has been released on bail or not.

11. 3 An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 8 hours shall not join his/her duties at the University unless he/she has obtained written permission to that effect from the Vice Chancellor of the University

12. **MOVEABLE, IMMOVABLE AND VALUABLE PROPERTY**

Every member of the staff shall, on first appointment in the University's service and thereafter at such intervals, as may be prescribed by general or special orders of the Vice Chancellor or any other competent authority, submit a return in such form as the University may prescribe in this behalf of all immovable property owned, acquired or inherited by him/her or held by him/her on lease or mortgage, either in his/her own name or in the name of any member of his/her family or in the name of any other person during the currency of his/her employment with the University.

13. **VINDICATION OF ACTS AND CHARACTER OF EMPLOYEES**

No employee shall, except with the prior written sanction of the Vice Chancellor, have recourse to any court of law or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character provided nothing in this rule shall be deemed to prohibit an employee, from vindicating his private character or any act done by him/her in his/her private capacity.

14. **REPRESENTATIONS**

Whenever an employee wishes to put forth any claim, or seeks redress of any grievance or of any wrong done to him/her, he/she must forward his/her case through proper channel, and shall not forward such advance copies of his/her application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.

15. **JURISDICTION**

Dispute(s) if any, arising out of these Service Rules or any other rules that may be in force from time to time or the terms of employment of any employee shall be subject to the jurisdiction of Gurgaon (Haryana) courts only.

16. **IDENTIFICATION**

It shall be mandatory for every employee of the University to carry on his/her person, at all times, when at the University and produce the same on demand, an identity card or any other mark of identification, as may be prescribed by the GB from time to time .

An employee shall on resigning and/or termination from the services of the university, immediately hand over such identity card and/or mark of identification to the Vice Chancellor of the university or any other official designated for the purpose, failing which, full and final settlement of his/her account may be withheld.

The use of such identity card and/or mark of identification shall be governed by the terms and conditions of the University from time to time and shall in no way be used after resignation/ retirement or termination from the University.

17. **APPOINTMENTS**

17. 1 The Vice Chancellor shall recommend to the GB/Board of Management for the filling up of all teaching positions available in the University from time to time.
17. 2 The GB/Board of Management shall assess the recommendations of the Vice Chancellor and approve filling up of teaching vacancies through an open advertisement and selection process from time to time or by invitation or by promotion amongst the eligible staff members.
17. 3 The Vice Chancellor shall appoint a screening/ selection committee for all activities relating to selection /ratification of the faculty positions. Aside from a member of the Promoter Society on the GB, such selection committee shall comprise of at least one external subject expert .
17. 4 The selection committee shall recommend to the Vice - Chancellor the names arranged in order of merit whom it considers suitable for the faculty positions; he/she will forward the same with his/her recommendation to the GB for its consideration, who may/ may not agree with the recommendations, being the final hiring authority for the University.
17. 5 All posts at the university shall normally and, as far as possible, be filled by advertisement; but, the GB shall have the exclusive power to decide, either on its own or on the recommendations of the Vice Chancellor, that a particular post be filled by invitation or by promotion from amongst the members of the staff of the University.
17. 6 All appointments of the staff of the University shall be made on behalf of the GB including issuance of letters of appointment to all employees whether ad -hoc, temporary, part -time, contractual, permanent or visiting etc. , in the service of THE NORTHCAP UNIVERSITY, Gurgaon, and/or at any other branch of the university, which is or may hereinafter be established or managed, anywhere in India or overseas by Educate India Society/ The NorthCap University shall be issued under the joint signature of at least two members of the Promoter Society on the GB.
17. 7 Appointments, with or without grades, in the University will be created on Ad -hoc, Temporary, Regular and Permanent basis by the GB as per the requirement of actual manpower, from time to time. Additional posts may also be created by the GB, as required, for the extension of specific projects and or research and development activities.
17. 8 The selection committee will assess the suitability of all the candidates for the position of Vice Chancellor and members of the teaching faculty. Letters of confirmation in service shall only be issued by the Chancellor to the Vice Chancellor. For all other members of the teaching faculty after their selection has been approved by the duly constituted selection committee, letters of confirmation will be issued by at least two members of the Promoter Society on the GB.
17. 9 Every appointment, whether temporary, probationary, contractual or permanent is subject to a 'Certificate of Fitness' issued by a registered medical practitioner approved by the Vice Chancellor . This condition may, however, only be relaxed by the Chairman GB at his discretion, in special cases.
17. 10 Every appointment whether ad - hoc, temporary, contractual or part

time will be made for a specific tenure and all such appointments shall become invalid from the date specified in their appointment letter/contract. Such appointments, may however, be extended, subject to a written confirmation of such extension by the appointing authority only, for such period(s) as it may deem fit, failing which, no extension shall be considered valid and binding on the University.

17. 11 Candidates selected for interview for a post under the University may be paid such travelling allowance, wherever applicable, as may be determined by the GB from time to time in this behalf.

CLASSIFICATION OF MEMBERS OF THE STAFF

The members of staff of the University shall be classified as:

- a) Academic – which term shall include Professor (including Distinguished, Emeritus, Senior Professors) , Associate Professor, Assistant Professor, Placement and Training Officer, Dean Academics, Deputy Dean Academics, Visiting Faculty, Instructor, Scientific Officer, Research Assistant, Librarian, Deputy Librarian, Director of Physical Education and all such other academic posts as may be decided by the GB .
- b) Technical – which term shall include Superintendent, Foreman, Supervisor (Workshop), Mechanic, Overseer, Horticultural Assistant, Sr Lab Technician, Sr. Technical Asst. Technical Assistant, Stores Officer, Estate Officer, Medical Staff, Chief Store Keeper, Steward, Office Superintendent, Wardens / Matrons and all such other administrative and other staff as may be decided by the GB.
- c) Administrative and others – which term shall include Vice Chancellor ,Registrar, Chief Finance and Accounts Officer, Assistant Administrative Officer, Audit Officer, Security Officer , Stores Officer, Estate Office r, Accountants, Chief Store Keeper, Steward, Office Superintendent and all such other administrative and other staff as m ay be decided by the GB .
- d) Support Staff Cleaning and other Staff – which term shall include Security Guards, Gardeners, Sweepers, Electricians, Masons, Plumbers, Fitter , Skilled and Unskilled Attendants, Peons etc. and such other staff as may be decided by the GB.

18. **PROBATION**

Appointment of all employees will ordinarily, be made on probation for a period ranging from one to two years, at the discretion of the appointing authority. In case of unsatisfactory performance, the period of probation of an employee may be extended for such periods of time by the appointing authority, if recommended by the respective HOD/Director of Schools.

The GB shall have the power to extend the period of probation of any employee of the University for such periods as may be found necessary, provided that if, after the period of probation, the employee is not confirmed, and his/her probation is also not formally extended, he/she shall be deemed to have continued on a temporary basis and that his/her services may then be terminable on a month's notice or on payment of a month's notice pay thereof.

19. **RE-EMPLOYMENT**

All appointments to posts under the University shall ordinarily be made on probation for a period of one to two years after which period the appointee, if confirmed, shall continue to hold his /her office subject to the provisions of the Service Rules, till the end of the month in which he attains the age of retirement.

Provided that where the GB considers that in the interest of students and for the purpose of teaching / guiding the research scholars, a Professor should be re - employed, it may re - employ such a member till the end of the semester of the academic session as may be considered appropriate in the circumstances of each case.

Provided further that where it becomes necessary to re - employ any such Professor beyond the end of the semester or academic session as the case may be, the GB may re- employ any such Professor for a period up to three years in the first instance and up to two years thereafter and in no case exceeding the end of the Academic Session in which he/she attains the age of 70 years.

20. **TERMINATION**

20. 1 TEACHING STAFF: On Probation

During teaching period, faculty must ensure that studies of students do not suffer due to their leaving midway in the semester. Therefore, exit in the middle of a teaching semester is not permissible. Faculty are obligated to take due care to ensure compliance with this condition, failing which this act of non - compliance will be mentioned in their relieving letter.

During non - teaching period, a faculty may leave the services by serving one month of Notice Period or by giving one month Notice Pay i .e. Basic Pay without AGP in lieu thereof. Similarly, the services of a faculty may be terminated by the Governing Body at any time, for any reason whatsoever, by giving one month Notice Period or one month Notice Pay i.e. Basic Pay without AGP in lieu thereof.

20. 2 TEACHING STAFF: After Confirmation

During teaching period, faculty must ensure that studies of students do not suffer due to their leaving midway in the semester. Therefore, exit

in the middle of a teaching semester is not permissible. Faculty are obligated to take due care to ensure compliance with this condition, failing which this act of non-compliance will be mentioned in their relieving letter.

During non-teaching period, a faculty may leave the service by serving two months of Notice Period or by giving two months' Notice Pay i.e.

Basic Pay without AGP in lieu thereof. Similarly, the services of a faculty may be terminated by the Governing Body at any time, for any reason whatsoever, by giving two months' Notice Period or two months' Notice Pay i.e. Basic Pay without AGP in lieu thereof.

20. 3 ADMIN & TECHNICAL STAFF:

During probation, a staff member may leave the services by serving one month of Notice Period or by giving one month Notice Pay i.e. Basic Pay without GP in lieu thereof. Similarly, the services of a staff member may be terminated by the Governing Body at any time, for any reason whatsoever, by giving one month of Notice Period or one month Notice Pay i.e. Basic Pay without GP in lieu thereof.

Similarly, after confirmation a staff member may leave the service by serving two months of Notice Period or by giving two months' Notice Pay i.e. Basic Pay without GP in lieu thereof. Similarly, the services of a staff member may be terminated by the Governing Body at any time, for any reason whatsoever, by giving two months of Notice Period or two months' Notice Pay i.e. Basic Pay without GP in lieu thereof.

20. 4 CONTRACTUAL STAFF (TEACHING AND NON TEACHING):

A contractual staff may leave the services by serving one month of Notice Period or by giving one month Salary in lieu thereof. Similarly, the services of a contractual staff may be terminated by the Governing Body at any time, for any reason whatsoever, by giving one month of Notice Period or one month Salary in lieu thereof.

20. 5 Only in exceptional cases, a teaching/non-teaching/contractual staff whether on probation or confirmed, can be relieved by the Governing Body during the teaching period by accepting/waiving the Notice Pay, as it deems fit.

20. 6 Notwithstanding anything contained above, in all the above cases, if in the opinion of the GB, the continuation in service of an employee is detrimental to the interests of the University, the GB at its discretion, reserves the right to relieve him/her earlier without assigning any reasons whatsoever.

21. **RETIREMENT**

Teaching staff of the University shall retire on attaining the age of 65 years. Extension or re - employment up to the age of 70 years may be given to Professors in special cases, if at all, solely at the discretion of the GB on such terms and conditions it deems fit.

Non - teaching staff of the University shall retire on attaining the age of 60 years.

22. **TERMS OF TEMPORARY EMPLOYMENT**

22. 1 The service of a temporary employee shall be liable to termination at any time by notice in writing, given either by the employee to the GB or by the GB to the employee. The period of such notice shall be one month, unless otherwise agreed to by the University and the employee.
22. 2 The other terms and conditions of service of such employee shall be such as may be specified by the GB in his/her letter of appointment

23. **APPOINTMENTS ON CONTRACT**

Notwithstanding anything contained in these Service Rules, the appointing authority may, in special circumstances, appoint an eminent person on contract for a period not exceeding two (2) years, with a provision of renewal for further period, on such terms and conditions it may deem fit.

24. **PLACE OF POSTING**

Whilst an employee's place of work will either be at the registered office of Promoter Society or at its Head Office or at the University at Gurgaon or any other branch . All employees may also be transferred by the appointing authority to any other branch of the Society/University in India or overseas. In such an event, the transferred employee shall be obligated to relocate unconditionally.

25. **PAY AND ALLOWANCES**

25. 1 The pay scale to be followed for the Vice Chancellor and other members of the teaching faculty shall, as far possible, be in accordance with the regulations prescribed by the relevant authorities from time to time .

However, the pay scales shall be subject to the revenues of the University from tuition fees being adequate to cover such pay scales and the other maintenance expenditure of the University. If in any event, the tuition fee prescribed by relevant authority is inadequate to meet the pay scales prescribed , the GB may pay such scales only as may be necessary to neutralize any mismatch between the revenue and expenditure of the University so that, it continues to run on an unaided, self-financed, no -profit, no-loss basis.

25. 2 All other employees appointed on ad -hoc, temporary, part -time, contractual or on a permanent basis shall be given suitable pay scales or gross emoluments, as per their letter of appointment.

26. **PAYMENT OF SALARIES**

As far as possible, under normal circumstances, every employee shall be paid his/her salary on or before the 10th day of each succeeding month.

In case of any revision in pay scales, the revised pay scales shall only be paid prospectively from the date of notification by the GB and subject to the revenues of the University being adequate to sustain the payment of the revised pay scales.

27. **DEDUCTIONS**

All payments to an employee of the University are subject to deductions at source under the Income tax act, and any other enactment that may be in -force at any time during the period of his/her appointment, including but not limited to income tax, professional tax, service tax etc.

The University shall also be entitled to deduct from the payment due to any employee, any dues payable by him/her to the University and / or to any scheduled bank which has advanced such an employee a loan on the basis of an introduction / guarantee given by the University or members of its GB, on the basis of his/her appointment with the University .

28. **PROVIDENT FUND AND OTHER BENEFITS**

All eligible employees as per the PF Act, shall subscribe to the Provident Fund by contribution to be deducted from their salary in accordance with the PF Act and Rules, as may be applicable from time to time. The University shall contribute to the employees Provident Fund in accordance with rules of the PF Act from time to time.

Employees who are above the age of 58 years on the time joining of Employees Provident Fund Scheme shall not be enrolled.

The contribution made by the University to the Employees Provident Fund will take the place of pension and no provisioning for the same shall be made separately.

29. **GRATUITY**

All eligible full time employees, whether on probation or confirmed / temporarily converted to part time excepting those who are appointed on contract basis shall be eligible for coverage under Group Gratuity Scheme .

30. **GROUP MEDICLAIM HEALTH INSURANCE**

30. 1 All confirmed full time/temporarily converted to part time employees (excepting those appointed on contract basis) till the date of retirement, unless otherwise approved by GB, are eligible for coverage under Group Mediclaim Health Insurance Scheme, as may be applicable from time to time . The spouse of the employee(s) and a maximum of two dependent children (up to the age of 18 years), shall also be eligible for coverage under Group Mediclaim Health Insurance Scheme.
30. 2 An employee and/or spouse who is covered by any medical health insurance/ reimbursement scheme or enjoying any mediclaim benefit from any other employer, past or present will not be entitled for coverage under the Group Mediclaim Health Insurance Scheme of THE NORTHCAP UNIVERSITY, unless specifically approved by the GB . To be eligible for the Group Mediclaim Health Insurance Scheme of THE NORTHCAP UNIVERSITY, every employee will swear an affidavit at the time of joining/ confirming that he/she and /or his/her spouse is not covered/availing any mediclaim insurance/ mediclaim reimbursement from any other employer, past or present. In the event of a claim being made /paid to an employee on the basis of a false affidavit, besides disciplinary action including suspension/termination the University shall have the right to recover the amount paid from the dues of the employee.

33. **NOMINATION**

- a. A subscriber shall, at the time of joining the Provident Fund, send to the Registrar / Administrative Officer through the University, a nomination conferring on one or more persons the right to receive the amount that may stand to his/her credit in the fund, in the event of his/her death before that amount has become payable or having become payable, has not been paid.
- b. Provided that if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favor of any person or persons other than the members of his family.
- c. Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he/she was subscribing before joining the Fund, shall, if the amount to his/her credit in such other fund has been transferred to his credit in this Fund, be deemed to be a nomination duly made under this rule until he/she makes a nomination in accordance with this sub - para .

34. **LEAVE**

An employee will be entitled to leave as per rules laid down in this respect by the University from time to time. Sanction of leave shall be

in accordance with the rules of the University. Detailed Leave rules are given in Annexure 1

35. **TRAVELLING EXPENSES**

In case an employee is required to travel on official work, he/she shall be reimbursed travelling expenses as specified in the approval for said travel and in accordance with rules laid down in this respect from time to time by the GB.

36. **SERVICE RECORD**

- a. A service record and a leave account for each employee shall be maintained and updated from time to time. The entries relating to family history, permanent and present address, date of birth, educational and professional qualifications, past service record, emergency contact details etc. shall also be maintained.
- b. Employees are obliged to immediately inform in writing to the Administrative Officer any change in their particulars and ensure that the change if any has been entered in the service record.
- c. Suppression, inordinate delay in reporting, concealment or misrepresentation of any information shall be a serious breach of the service rules and shall invite strict disciplinary action including suspension and/ or termination from service.

37. **MEETINGS**

- a. Interactive participation and co - operation between the Vice Chancellor, teaching faculty and other staff on an ongoing basis is of vital importance for the continuous progress and development of the University. Accordingly, regular meetings between faculty groups and others shall be held to discuss new and innovative ideas for improving and/or upgrading the activities of the University and to discuss problem areas, if any. Participants of such meetings shall also suggest appropriate measures to resolve problems, if any.

Positive participation in the affairs of the University shall be reflected through active participation in such meetings. Unauthorized absence from such meetings shall constitute an act of indiscipline which could invite strict disciplinary action including suspension and/or termination from service.

- b. Once a quarter or more frequently, as may be prescribed by the Vice Chancellor, attendance of all teachers and other members of the Staff at such meetings is compulsory.
- c. Teaching faculty and/or other staff nominated by the GB to attend conferences, seminars, workshops, courses, faculty development programs etc. for upgrading their knowledge and skills / teaching

effectiveness, will necessarily be required to attend such courses as these relate to their profession . Noncompliance of such directions shall be considered to be serious breach of discipline and shall invite disciplinary action, which may include suspension and/or termination from service.

- d. Members of the staff who have been nominated / sponsored for such programs, shall, within a week from its conclusion, be required to submit a written summary of the proceedings of the program and/or be required to make a presentation. The Vice Chancellor may circulate such written statements for the benefit of other members of the staff.

38. **PERFORMANCE EVALUATION**

- a. The performance of every employee (teaching/non -teaching) during an academic year shall be assessed by his/her higher officer through mid -year counseling and reviewed by the respective Director of the different Schools. Besides highlighting the positive contribution of the employee, any salient point that can be improved through counseling should be discussed with the employee.
- b. The policy, process and template of the performance evaluation will undergo changes as may be necessary from time to time and the present format of Performance Evaluation is enclosed in Annexure 2
- c. Annual appraisals shall be conducted for each employee by the Appraisal Committee comprising members of the GB, Vice Chancellor, Chancellor, Director of respective School and any other higher officer. Annual increments of pay shall not be automatic, but, will be subject to the all-round good performance of the employee. On satisfaction of the overall performance of the employee(s), the Appraisal Committee shall recommend to the GB for their consideration to provide or not to provide increments.
- d. Annual appraisal of the Vice Chancellor, Pro Vice Chancellor and Registrar shall be conducted by at least three members of the Promoters Society on the GB.

39. **DISCIPLINARY ACTION /SUSPENSION (TEACHING STAFF)**

39. 1 The Vice Chancellor may place a member of the staff appointed at the University under suspension for the following types of misconduct:
 - a) Violation of ethics and professional misconduct of faculty/ technical staff, including but not limited to policies applying to teaching, research, plagiarism, copy rights, violence in the workplace and all service rules/regulations of the University.
 - b) Harassment of any staff on grounds of caste, race, religion, sex ethnic origin or sexual orientation.

- c) Significant and sustained failure in the conduct of classes/ courses/ any other academic work or to attend examination or any other duty assigned from time to time.
- d) Evaluation of student work by criteria other than course performance or an unacceptable delay in evaluation of student work or discrimination against a student or fraudulent marking of attendance.
- e) Leaking out question paper or its material.
- f) Use of the position or power of a faculty/ technical staff to coerce the judgment or to cause harm to a student for arbitrary or personal reasons.
- g) Intentional disruption of functioning or activities sponsored or authorized by the University or incitement to others in this regard.
- h) Misbehavior with any member of the University.
- i) Gross unauthorized use of University resources or facilities.
- j) Any other misdemeanor or unbecoming conduct of a faculty/technical staff.

39. 2 The investigation procedure is given below:

- a) Whenever any allegation against a faculty or technical staff is reported verbally or in writing to the Head of Department (HOD) or any other authority of the University, such authority would satisfy itself with the facts of the case, put up the same to the Director of School (DOS) who may seek additional inputs before reporting to the Vice – Chancellor of the University.
- b) The Registrar, based on the written report and documents submitted as evidence received by the Vice – Chancellor and on his directions, obtain a written sanction of the Vice – Chancellor to conduct of formal proceedings in a time bound manner. The Registrar would be required to issue a Convening order for a Fact Finding/Inquiry Committee to proceed with the investigation. The concerned faculty shall be given a copy of the Order.
- c) The Chairman of the Committee shall hold meetings and undertake investigations for the fair conduct of proceedings. The witnesses may be asked to write their own statements, which must be signed by them. The alleged faculty/technical staff must be given full opportunity to state his/ her own case and submit supporting documents in support where he/ she deems fit.

39. 3 FINDINGS AND RECOMMENDATIONS OF THE COMMITTEE:

The Committee will express its findings and opinion as regards the offence/ indiscipline committed, wherein the opinion must be patently based on the Findings of the Committee with respect to the complaint and not reflect on the past record of the alleged.

39. 4 PUNISHMENTS:

One or more of the following punishments/ penalties may be awarded by the Vice Chancellor depending on the gravity of the offence and keeping in mind any mitigating factors related to the age, maturity, professionalism, contributions to the University etc.: -

- a) Censure;
- b) Withholding of increments or promotion;
- c) Recovery from the whole or part of any pecuniary loss caused to the University by negligence or breach of orders;
- d) Reduction to lower service, grade or post or to a lower time – scale or to a lower stage in a time – scale;
- e) Removal from service;
- f) Termination from service which shall be a disqualification for future employment in the University.

For Serial No. (e) & (f) prior approval of the Chancellor shall be necessary, for the others, Governing Body's ratification would be required.

39. 5 RECORD OF PUNISHMENT:

The effected faculty must be intimated the award of punishment and the punishment so awarded must be recorded in the Faculty/ concerned staff's dossier, keeping the concerned HOD informed.

Where it involves finance, the Accounts Branch must be intimated.

39. 6 APPEAL & AMENDMENTS:

The faculty proceeded against can appeal in writing to the Chancellor within ten (10) days of the issue of letter informing him of the administrative action. Within thirty (30) days of the issue of said letter, the case be closed including financial effects, if any.

Notwithstanding the above provisions, it shall not be necessary to follow the procedure mentioned above in the following cases:

- a) where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on criminal charges(s);
- b) where the GB is satisfied that, for certain reasons which are to be recorded by it in writing, it is not reasonably practicable to give that person an opportunity of showing cause.
- c) Pending the outcome of an inquiry, the employee may be suspended and he/she may receive a subsistence allowance, as approved by the GB, from case to case, but shall not be paid salary when under suspension.

40. **DISCIPLINARY ACTION /SUSPENSION (NON -TEACHING STAFF)**

40. 1 While no definitive list is feasible, the under mentioned violations are enumerated, in order to cover different types of cases:

- a) Violation of the University Act, Statutes, Ordinances, Rules, Regulations, Policies and Guidelines, all as applicable to non-teaching staff.
- b) Sustained unsatisfactory work or lack of improvement or poor attendance at work including unauthorized or unreported absence or persistent lateness.
- c) Willful refusal to carry out the duties assigned.
- d) Breach of confidentiality of work including leaking of any document/e- material, including question papers or an act of abetment to such leakages.
- e) Willful and serious breach of University safety rules/regulations.
- f) Unauthorized use of University resources or facilities on a significant scale for personal or commercial purposes.
- g) Intentional disruption of functioning or activities sponsored or authorized by the University.
- h) Using or threatening the use of physical violence against any member or employee of the University or any person legitimately present within the University premises, or against any property of the University.
- i) Incitement of others to disobey University rules when such incitement presents danger or violence against persons or property.
- j) Theft or misappropriation of University property, or the property of any member, employee, or visitor to the University or forgery of any document.
- k) Harassment or discrimination of any staff on grounds of caste, race, religion, sex ethnic origin or sexual orientation or sexual orientation .
- l) Marking attendance fraudulently.
- m) Behavior resulting from drunkenness or unauthorized drug - taking which endangers the health and safety of others.
- n) Any other act of misconduct unbecoming of an employee of a University.
- o) Inciting students/ employees either directly or indirectly, distributing leaflets, handbills or any other act against the University .

40. 2 INVESTIGATION PROCEDURE:

- a) Any allegation against any Administrative Staff should be reported to the Registrar.
- b) The Registrar, based on the written report and documents submitted as evidence, obtain a written sanction of the Vice – Chancellor to conduct of formal proceedings in a time bound manner and issue a Convening order for a Fact Finding/Inquiry Committee to proceed with the investigation, a copy of which shall be given to the concerned employee.
- c) The Chairman of the Committee shall hold meetings and undertake investigations for the fair conduct of proceedings. The witnesses

may be asked to write their own statements, which must be signed by them. The alleged non-teaching employee must be given full opportunity to state his/ her own case and submit supporting documents in support where he/ she deems fit.

40. 3 FINDINGS AND RECOMMENDATIONS OF THE COMMITTEE:

The Committee will express its findings and opinions as regards the offence/ indiscipline committed, wherein the opinion must be patently based on the findings of the Committee with respect to the complaint and not reflect on the past record of the alleged.

40. 4. PUNISHMENTS:

One or more of the following punishments/ penalties may be awarded by the Registrar, after due ratification by the Vice – Chancellor, depending on the gravity of the offence and keeping in mind any mitigating factors related to the age, maturity, professionalism, contributions to the University etc.:-

- a) Censure;
- b) Withholding of increments or promotion;
- c) Recovery from the whole or part of any pecuniary loss caused to the University by negligence or breach of orders;
- d) Reduction to lower service, grade or post or to a lower time – scale or to a lower stage in a time – scale;
- e) Removal from service;
- f) Termination from service which shall be a disqualification for future employment in the University.

40. 5 RECORD OF PUNISHMENT:

- a) The effected administrative staff must be intimated the award of punishment and the punishment so awarded be recorded in the employee's dossier.
- b) Where it involves finance, the Accounts Branch must be intimated.

40. 6 APPEAL & AMENDMENTS:

The administrative staff proceeded against can appeal in writing to the Vice – Chancellor within ten (10) days of the issue of letter informing him of the administrative action taken against him. Within thirty (30) days of the issue of said letter, the case should be closed including financial effects, if any.

Notwithstanding the above provisions, it shall not be necessary to follow the procedure mentioned above in the following cases:

- a) where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on criminal charges(s);

- b) where the GB is satisfied that, for certain reasons which are to be recorded by it in writing, it is not reasonably practicable to give that person an opportunity of showing cause.
- c) Pending the outcome of an inquiry, the employee may be suspended and he/she may receive a subsistence allowance, as approved by the GB, from case to case, but shall not be paid salary when under suspension.

41. **INTELLECTUAL PROPERTY RIGHTS (IPR) INCLUDING PLAGIARISM AND COPY RIGHT**

- 41. 1 The NorthCap University , like any institution of Higher Learning , regards Plagiarism very seriously and seeks to protect its academic standards against it. Plagiarism and any other form of academic/ intellectual cheating constitute grave academic misconduct.
- 41. 2 The NorthCap University policy on Plagiarism and associated academic misconduct would be applicable to The NorthCap University Faculty/Staff as well. All The NorthCap University staff is responsible and accountable for their academic integrity.
- 41. 3 Plagiarism is the representation of the words or ideas of another as one's own in any academic work. To avoid plagiarism, every direct quotation must be identified and properly cited in the text or as noted in Cites and Sources. Acknowledgement of source is required when material from another source, stored in print, electronic or other medium, is quoted, paraphrased or summarized in whole or in part. All reviewing authorities have the right to submit the work of a faculty/ staff for detection of plagiarism or for scrutiny of same and they should be aware that plagiarism of any part of a work is a grave academic misconduct. If proved, there shall be no partial culpability or partial penalty.
- 41. 4 All figures, paragraphs, equations, photographs etc. reported by any other author in a publication including research publication or book publication, cannot be reproduced by any NCU staff or student without prior written permission of the author/ publisher as per the copy right rules of the publication. The permission so obtained has to be acknowledged in the publication by THE NORTHCAP UNIVERSITY staff/ student, otherwise it amounts to a copy right violation. It is not simply enough to state the reference.
- 41. 5 Fabrication is the falsification or invention of any information or citation in an academic work. Fabricated information may not be used in any academic work or any laboratory experiment. For instance, to analyze one sample in an experiment and invent data based on that single experiment for several more required analyses would amount to fabrication. In all cases, the actual and original source of the information must be acknowledged in citations.
- 41. 6 All cases of plagiarism/ fabrication once detected should be reported with all evidence to DOS/ HOD/ Vice Chancellor/ Pro – Vice Chancellor

at the first instance . Since, it consists of grave academic misconduct, the same shall be done with speed for investigation, where any form of plagiarism/ fabrication is established. Investigations shall be followed by disciplinary proceedings detected as per rules laid down by the University from time to time.

These Service rules are effective from January 1, 2011 and supersede all rules issued earlier in this regard.

Version 2 .1

Release date: January 1, 2011

Approved by

Mr Avdhesh Mishra
Founder & Member
Governing Body

Mr Shiv S Mehra
Founder & Member
Governing Body

Disclaimer: In case of any aspect not covered or defined in the above Service Rules, refer to the respective Ordinances /Statute

THE NORTHCAP UNIVERSITY[®]
NAAC ACCREDITED

(Formerly ITM University, Gurugram)