

**THE NATIONAL LAW INSTITUTE UNIVERSITY  
BHOPAL**

*Agreement of Service*

**Memorandum of Agreement** made BETWEEN the National Law Institute University, a body corporate constituted under Act 41 of 1997 of Madhya Pradesh Government, Bhopal (hereinafter called the 'University') the first party and Mr./Mrs./Ms/Dr./Prof..... S/o D/o. Shri/Smt.....resident of..... hereinafter called the 'Employee' the second party.

**Whereas**, the University appointed Mr./Mrs./Ms/Dr./Prof..... as an employee of the University with effect from the date he/she reports for duty on the terms and conditions hereinafter mentioned which the employee has accepted.

**And whereas**, it is necessary and desirable to place on record the said terms and conditions of the appointment of the employee by the University hereinafter contained;

Now in the presence of witness it is hereby agreed and declared by the parties as follows: -

1. The employee has been appointed by promotion / by direct recruitment / on contract to the post of ..... in the pay scale of Rs..... plus allowances for..... Year/s or till the age of superannuation as prescribed under the regulation from the date of his/her joining / till regular selection is made whichever is earlier and shall discharge his/her responsibilities with absolute integrity and devotion to duty and to the best of his/her knowledge and ability.

2. The employee hereby accepts the terms of the agreement, and undertakes to perform such duties and responsibilities including extra-curricular activities in the University as may be assigned to him/her and in accordance with the Act and Regulations or other law for the time being in force, or framed thereafter, or relating to the University and to act under the directions of the authorities of the University, and the immediate orders of the Director.

3. The employee shall be an employee of the University unless this agreement is terminated by the Executive Council or by the employee as hereinafter provided or by superannuation. The Executive Council in the interest of the University may extend his/her term of appointment for a period of .....year/s at a time.

4. The University shall pay the employee a basic salary of Rs..... per month in the grade of Rs. .... + other allowances and benefits as per University Rules and Regulations.

5. The employee agrees to be bound by the Act, existing Regulations and the Regulations framed thereafter and the decisions of the Executive Council from time to time in determining his/her grade, increments, conditions of service, rules of superannuation. The employee shall be deemed to have accepted the Regulations of the University, provided the alteration in the salary, the rate of contribution to the provident fund by any future change or amendment of any Regulation shall not be made to his/her disadvantage after his/her joining the University service.

6. The employee shall devote his/her whole-time to the service of the University and shall not without the permission of the University engage, directly or indirectly, in any trade, profession or business whatsoever, or in any private tuition or other work to which any emolument or honorarium is attached. However, this restriction shall not apply to any work undertaken in connection with the examination of the Universities or Public Service Commission's examination or any other examinations or publication or literary work with the prior permission of the Director in writing.

7. The appointing authority may dispense with the service of any temporary employee without assigning any reason or cause after giving the employee thirty days notice or salary for 30 days in lieu thereof. The services of a permanent employee may be terminated by a notice of three months or on payment of three months salary in lieu of notice, if the post to which he/she is substantively appointed is abolished.

8. If the services of an employee are dispensed with under clause 7, he/she shall not be entitled to any compensation whatsoever.

9. The employee intending to resign from his/her post shall give to the Director through the Registrar/HOD at least one month's notice of his/her intention to do so. Failing which he/she shall be liable to pay to the University an amount equivalent to the aggregate of the salary and allowances which would have been payable to them during the period of notice.

Provided that if the employee is compelled to resign without giving aforesaid notice owing to ill-health or for such reasons as the Executive Council approves, he/she shall not be required to pay any sum to the University.

10. If the employee absents himself/herself willfully from duty without seeking permission from the competent authorities of the University then he/she shall render himself/herself liable to such disciplinary action as the Executive Council may decide.

11. (a) The Executive Council shall be entitled to dismiss the employee on grounds of misconduct.

(b) The Director may suspend the employee against whom any misconduct has been alleged and shall report to the Executive Council in its next meeting. The Executive Council before imposing any major penalty shall provide an opportunity to the employee to defend himself/herself before such authority as constituted by the Executive Council

(c) The dismissal of the employee on the ground of misconduct shall take effect on and from the date on which the employee was first suspended.

12. The employee who is indebted to the University may not be permitted to resign unless and until he/she paid the full amount of the debt or has made such arrangement for the payment as are considered satisfactory by the University.

13. On the termination of this agreement for whatever be the cause the employee shall get clearance certificate by depositing to the University all books, records, apparatus, moneys and other articles belonging to the University that may be in his/her possession.

14. Any dispute arising out of or in connection with or relating to this agreement between the University and the employee, shall at the request of the employee or the University be referred to two arbitrators of which one arbitrator should be appointed by the Executive Council and the another nominated by the employee, and an Umpire appointed by the Visitor/Chairman, General Council of the University and the decision of the tribunal shall be final and no suit shall lie in any Civil Court in respect of the matters decided by the Tribunal.

**In the presence of Witnesses** the parties hereto have set and subscribed their respective hand seals on the date, mentioned against their respective signature.

Signature \_\_\_\_\_

Name of the Employee \_\_\_\_\_

In the presence of:

(Witness 1) \_\_\_\_\_

(Witness 2) \_\_\_\_\_

Signed for and on behalf of the University.

**Director  
National Law Institute University**

In the presence of:

(Witness 1) \_\_\_\_\_

(Witness 2) \_\_\_\_\_