

## **SRI VENKATESWARA UNIVERSITY :: TIRUPATI**

### **AGREEMENT OF SERVICE BY A TEACHER OF THE UNIVERSITY UNDER CAS**

Articles of agreement entered into this ..... day of .....2023 between Dr. \_\_\_\_\_ hereinafter known as the party of the first part and Sri Venkateswara University (hereinafter called the University) hereinafter known as the party of the second part.

WHEREAS the Executive Council of Sri Venkateswara University (hereinafter called as Executive Council) in exercise of the powers conferred on them by Sri Venkateswara University Act, Rules and Regulations etc., formulated by the UGC, A.P. State Government Rules and Laws of the University applicable from time to time, have engaged temporarily the party of the first part to serve as ....., moving from Academic Level ..... to Academic Level ..... in the Pay Matrix of Rs..... to Rs ..... in APR UGC RPS 2016 (i.e. in APR UGC RPS 2006 of AGP ..... to AGP ..... in the pay band of Rs.\_\_\_\_\_ - \_\_\_\_\_) in the Department of ....., Sri Venkateswara University with effect from ..... under Career Advancement Scheme subject to the conditions and agreements specified and contained hereunder :

Now these witnesses and the said parties respectively agree as follows:

1. That the party of the first part will employ himself / herself in the performance of all such duties as are of may from time to time as assigned to his / her post by the officers and authorities empowered in this behalf by the Laws of the Sri Venkateswara University Act, Rules and Regulations etc., formulated by the UGC, A.P. State Government Rules will be bound by the provisions of the said Rules and Regulations of the time being in force and will submit to all laws made from time to time by the officers and authorities under the above said Rules and Regulations, Laws of the University and by the employees of the University under whom he / she may be placed.
2. That the party of the first part will not engage himself / herself directly or indirectly in any trade, business or occupation whatsoever or in any private tuition or other work either honorary or remunerative or otherwise in any work other than that of his / her office, without the prior permission of the Executive Council of Sri Venkateswara University whose orders on the matter shall be final and conclusive; and that he / she shall not, except, in case of accident or sickness certified by complete medical authority absent himself / herself for his / her duties without the prior permission in writing of the University or its officers, authorized in this behalf.
3. That the party of the first part shall not, (during the period of this agreement when he / she has not been given notice of termination of his / her services by the University or he / she has not given notice to the University for such terminations of his / her service) apply for the appointment under any other authority except through the University and the penalty for any breach of this may at the discretion of the Executive Council, be termination of his / her service as per the University rules. The University can refuse to forward such application and decline to relieve him / her when the need arises unless he / she gives six months notice or pays an amount equal to six times his / her monthly pay drawing at the time.

4. That from the date of ..... he / she will be paid by the University, so long as he / she shall remain in the said service and actually performs his / her duties, a salary in the Basic Pay of Rs..... per month in the A.P. Revised UGC Scales of Pay, 2016, raising by annual increment as per Pay Matrix table with effect from ..... and will be entitled to all the privileges attached to his / her post in accordance with G.O.Ms.No.14, Higher Education (UE.II) Department, dated 13.02.2019 and as per the UGC Regulations 2010, 2013 and 2016 published in Gazette of India Notification dated 18.09.2010, 13.06.2013 and 11.07.2016 / State Government / Laws of the University from time to time.
5. The Executive Council may, at any time during the period of temporary service or during the period of probation, dispense with the services of the party of the first part on a month's notice or on the reasons for such action and the party of the first part shall not have any right to 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, one calendar month before such day, a notice in writing of his / her intention to that effect; and if such notice shall be given, this agreement shall be terminated on that day accordingly.
6. That, it shall be lawful of the Executive Council at any time prior to the expiry of the service of the party of the first part under this agreement, if satisfied on the report of a duly qualified medical board appointed by the Executive Council in this behalf that the party of the first part incapacitated or has become insane and is likely to continue permanently incapable by reason of his / her illness, of discharging his / her duties to determine the service under this agreement (the decision of the Executive Council being conclusive) and there upon his / her services shall be terminated.
7. The Executive Council shall have power upon sufficient cause shown and after giving the party of the first part concerned an opportunity to explain to suspend the first part from office and from the emoluments thereof in whole or in part for any period not exceeding one year or to require him/her to suit shall lie in any court in respect of the matter decided as above. Every such proceedings shall be deemed to be a submission to arbitration by the parties concerned within the meaning of the Indian Arbitration Act, 1940, and all the provisions of that Act shall apply accordingly in so far as they may apply, if any, to such case as these.

8. That, the party of the first part shall not be entitled to any damage or compensation whatsoever in the event of his/her removal under clause or under clause 7 aforesaid.
9. That, the party of the first part shall be bounded by such leave rules as may be in force in the University for the time being and amendments there on from time to time.
10. That, the party of the first part will continue in service in the University under the terms and conditions wherein contained:
  - (a) Provided always that the party of the first part may determine this agreement on any day after confirmation by giving to the University a notice in writing of his/her intention to that 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 Executive Council by giving the party of the first part a notice in writing without assigning reasons of their intention to that effect, at least six calendar months before such a day or paying six months salary in lieu such notice is given or payment made, this agreement shall terminate on that day accordingly and the party of the first part shall not have 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 Executive Council if the Academic Senate shall resolve to abolish or suspend the post held by the party of the first part.
11. That, after the abolition or suspension of the post held by the party of the first part by the academic Senate, the Executive Council shall give either six months notice of the determination of his/her agreement or in lieu of such notice an amount equal to six months salary to the party of the first part. That the party of the first part will, if required by the Laws of the University, Rules and Regulations framed by the UGC and State government rules, be a member of the University, provided fund on subscribe as provided hereunder and be bound by the all the Rules and Regulations and Laws relating there-to in force as contained in the said rules and Regulations of the above said Rules applicable from time to time and shall on being required to do so, sign acceptance date there-of in prescribed form.
12. On the termination of this agreement, from whatever cause, the party of the first part shall deliver up or pay to the University the assessed cost of books, apparatus, records and such other articles and property, belonging to the University, as may be in the position and shall not be absent himself/herself from duties until relieved of his/her duties by the University in such manner as may be decided by the Executive council in this behalf.
13. The party of the first part agreed that, the University will not extend the benefits of SVU Teachers pension rules, 1994 by the University, in view of the orders of the Government since the party of the first part joined in the University Service after 01.09.2004.
14. Having known the above fact at 13 above the party of the first part also agreed that, the University will not extend the General Provident Fund Scheme by the University, which is being extended to the other teachers in view of the Appointment of the first part after 01.09.2004.

15. The party of the first part also agreed subject to result of Writ petition Nos.1717/2007, 6717/2007/12629 of 2007 and 2518/2603 of 2008 pending before the Hon'ble High Court of Judicature at Hyderabad for the State of Andhra Pradesh, adversely affected on the appointment of the first part, at a later date the University will have the right to terminate the services of the first part and the first part will not claim any damages or compensation whatsoever that the University may take action on the judgment.
16. In witness whereof, the parties hereunto affix their signatures and seal.

*Signature of the Teacher*

Witness:

1.

2.

*Signature of the Drawing Officer*  
*S.V.University, Tirupati*

*Signature of the Registrar*  
*Sri Venkateswara University*  
Seal of the University

Solemnly affirm and signed before me on this day..... of ..... 2023 in my presence at Tirupati.

NOTARY