

### NOTIFICATION

New Delhi, the 22nd October, 2018

**S.O. 5350(E).**—In exercise of the powers conferred by clauses (a), (b), (c), (d), (g), (h), (i), (j), (k) (l), (m) of section 31 read with section 32 of the Indian Institutes of Information Technology (Public-Private Partnership) Act, 2017 (23 of 2017), the Board with the prior approval of the Visitor hereby makes the following Statutes of Indian Institute of Information Technology, Nagpur, namely:-

**1. Short title and Commencement.**- (1) These Statutes may be called the Statutes of the Indian Institute of Information Technology, Nagpur, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

**2. Definitions.**- In these Statutes unless the context otherwise requires;-

- (a) “Act” means the Indian Institutes of Information Technology (Public-Private Partnership) Act, 2017 (23 of 2017);
- (b) “Appointing Authorities” means the Board, if the appointment is made for faculty, or, if the appointment is made for non-faculty staff where the maximum of the pay scale exceeds the prevalent grade pay scale for Group ‘A’ Officers, and the Director, in all other cases;
- (c) “Authorities”, ‘Officers’ and “Faculty” shall respectively mean the authorities, officers and faculty of the Institute;
- (d) “Building and Works Committee” means the Building and Works Committee of the Institute;
- (e) “Central Government” means the Government of India;
- (f) “Dean” means the Dean of the Institute;
- (g) “Department” or “Centre” or “School” means an academic department established to impart instructions and for carrying out research activities in approved programs of the Institute;
- (h) “Finance Committee” means the Finance Committee of the Institute constituted under section 20 of the Act;
- (i) “Head”, in relation to a Department or Centre or School, means the Head thereof;
- (j) “hostel” means a hostel or hall of residence for the residence of the students of the Institute;
- (k) “Registrar” means the Registrar of the Institute;
- (l) “Warden” in relation to a hostel or hall of residence or mess of the Institute, means a Warden thereof.

(2) The words and expressions used herein and not defined but defined in the Act shall have the same meaning respectively assigned to them in the Act.

**3. Conferment of honorary degrees.-** All proposals for the conferment of honorary degrees shall be made by the Senate and shall be approved by the Board before its submission to the Visitor for confirmation:

Provided that in cases of urgency, the Chairperson may submit on behalf of the Board, such conferment to the Visitor.

**4. Departments of teaching.-** (1) The Board shall specify the academic units through which the normal academic or research activities or both of the Institute shall be carried out.

(2) Each such unit shall be classified as a Department or Centre or School as deemed appropriate.

(3) The Board shall have the power to start a new academic unit or close down an existing unit on recommendation from the Senate and each faculty member shall belong to at least one such unit.

**5. Head of the Department or Centre or School.-** (1) The Director shall appoint a Head for each academic unit of the Institute such as a Department or Centre or School, as the case may be, for a limited period of not exceeding three years, from amongst the faculty of the Institute:

Provided that when in the opinion of the Director the situation so demands, the Director may take temporary charge of a Department for a period not exceeding six months.

(2) The Head of the Department or Centre or School, as the case may be, shall be responsible for the entire working of the academic unit subject to the general control of the Director.

(3) The Head of the Department or Centre or School shall ensure that the decisions of the authorities of the Institute are properly implemented and shall perform such other duties as may be assigned to him by the Director.

**6. Fees.-** Fees and its waiver, if any, shall be determined by the Board.

**7. Institution of fellowships and scholarships.-** The Institute, as per the decision of the Board, shall institute and award such stipends, fellowships, scholarships, to the undergraduate, postgraduate, research and post-doctoral students for different academic programmes as may be decided by the Board.

(2) The exhibitions, medals, prizes and other awards shall be decided by the Board.

**8.** Classification of staff.- The following shall be staff of the institute, namely:-

- (a) Faculty;
- (b) Non-faculty staff.

**9.** Appointments.- (1) All posts at the Institute shall be filled by an open advertisement as per the recruitment rules of the Institute for each post, approved by the Board.

(2) The Selection Committee in case of Professors shall consist of the following members, namely:-

- (i) The Director, Chairperson;
- (ii) One nominee of the Visitor, Member;
- (iii) Two experts from the panel of experts approved by the Board, Members;
- (iv) One expert from the panel of experts approved by the Senate, Member.

(3) The Selection Committee for all other faculty positions shall consist of the following members, namely:-

- (i) The Director, Chairperson;
- (ii) Two experts from the panel of experts approved by the Board, Members;
- (iii) One expert from the panel of experts approved by the Senate, Member;
- (iv) The Head of the Department or Centre or School or unit concerned, if the post for which selection is being made is lower in status than that occupied by the Head.

(4) The Selection Committee for all officers shall be as under:-

- (i) The Director – Chairperson;
- (ii) Two experts of the appropriate area from the panel of experts approved by the Board – Members;
- (iii) One expert of the appropriate area from the panel of experts approved by the Senate - Member;
- (iv) A Dean of the Institute concerned with the posts for selections are being held;
- (v) Registrar, except for the post of Registrar.

(5) The Selection Committee for all other posts shall be as under:-

- (i) The Director or his nominee appropriate to the post - Chairperson;
- (ii) One expert nominated from the list of Board experts - Member;
- (iii) One expert nominated by the Director - Member;
- (iv) Registrar.

(6) The list of experts nominated by the Board and the list of experts nominated by the Senate shall be approved by the Board and Senate, respectively.

(7) For a Department or Centre or School, there shall be one list each of the Board and the Senate experts:

Provided that if the Department or Centre or School is mandated by the Board to have faculty members from different disciplines, then there shall be one list each of Board and Senate experts for each discipline, and candidates from a discipline shall have experts from that discipline.

(8) All appointments made by the Institute on regular or contractual or temporary positions shall be reported to the Board at its next meeting.

**10.** Terms and conditions of service of permanent staff.- The permanent staff of the Institute shall be governed by the following terms and conditions, namely:-

(1) Every appointment shall be subject to the condition that the appointee is found to be of sound health and physically fit for service, being certified by a Medical Board nominated by the Board.

Provided that the Board may, for sufficient reasons, relax the medical requirements in any particular case or class of cases, subject to such conditions, if any, as may be laid down by the Board.

(2) Subject to the provisions of the Act and the Statutes, all appointments to posts under the Institutes shall ordinarily be made on probation and after successful completion of probation, the appointee, if confirmed, shall continue to hold his office as confirmed employee, subject to the provisions of the Act and the Statutes, till the end of the month in which he attains the age of superannuation as per the recruitment rules. The period of probation shall automatically be extended till the appointee is confirmed in the post.

(3) An employee may after completion of twenty years qualifying service, and by giving notice of not less than three months in writing to the appointing authority, retire from service:

Provided that faculty shall be reemployed, till the end of the semester or, with the approval of the Board till the end of the academic year, as may be considered appropriate in the circumstances of each case.

(4) Any other re-employment of staff shall require the approval of the Board.

(5) An employee of the Institute shall devote his or her whole time to the service of the Institute and shall not engage, directly or indirectly, in any trade or business or any other work which may interfere with the proper discharge of his or her duties, provided that the restrictions shall not apply to academic work and consultative practice undertaken with the prior permission of the Director, or in accordance with the procedures laid down by the Board from time to time.

(6) The appointing authority may have the power to terminate the services of any employee by giving three months' notice or 'on payment of three months' salary in lieu thereof, on medical grounds, if the medical Board appointed by the Board, has certified that such staff is unfit for performing the duty and his retention in service is considered undesirable by such appointing authority.

(7) The Board may terminate the services of any employee of the institute for the reasons to be recorded in writing and after giving the employee concerned three months' notice in writing or on payment of three months' salary in lieu thereof.

(8) An employee of the Institute may resign from his or her service by giving the appointing authority three months notice:

Provided that the appointing authority may for sufficient reasons, either reduce this period or call upon the employee concerned to continue till the end of the academic session in which the notice is received.

(9) An employee appointed at the Institute may be placed under suspension and disciplinary proceedings may be started against him or her in accordance with the procedure and rules made in this behalf by the Board.

(10) The employees of the Institute shall be governed by the Conduct Rules as specified in Schedule I.

**11. Appointments on contract basis.**-(1) Notwithstanding anything contained in these Statutes, the Board may, in special circumstances appoint an eminent person on contract basis for a period not exceeding five years, with a provision of reappointment for further periods:

Provided that every such appointment and the terms thereof shall be subject to the prior approval of the Chairperson of the Board.

(2) Subject to the provisions contained in the Act, the Board may appoint any person on contract basis on consolidated pay and on the terms and conditions applicable to the relevant post:

Provided that for making such appointment, the Board may, constitute an ad-hoc Selection Committee, as the circumstances of each case may require.

**12. Leave.**- The leave of the employees shall be governed as per the provisions specified in Schedule II.

**13. Residential accommodation of employees.-** (1) The employees of the Institute shall be eligible for allotment of a residential accommodation within the campus of the Institute, if available, in accordance with the rules made by the Board from time to time.

(2) An employee of the Institute who has been allotted accommodation for residential purpose, shall be charged license fee at the rate as decided by the Board.

(3) The policy for residential accommodation shall be decided by the Board.

**14. Retirement Benefits.-** (1) The employees of the Institute, shall be governed by the New Pension Scheme of the Central Government and the retirement benefits under such a scheme as applicable to the employees of the Central Government from time to time shall be applicable to the employees of the institute.

**15. Powers of the Chairperson.-**(1)The Chairperson shall execute the contract of service between the Institute and the Director in writing as set out in Schedule III.

(2) In emergent cases, the Chairperson may exercise the powers of the Board and inform the Board of the action taken by him or her for its approval in its next meeting.

**16. Powers and duties of Director.-** (1) The Director shall be the appointing authority of,-

(a) Deans and Associate Deans, the selection process, positions and functions of which shall be as decided by the Board:

Provided that the appointment of Dean and Associate Dean shall be approved by the Chairperson;

(b) Heads of Departments or Schools or Centres of academic and administrative units;

(c) Chief Warden, Wardens and Assistant Wardens of the Hostels and faculty associated facilities.

(2) Subject to the budget provisions made for the specific purpose, the Director may incur expenditure in accordance with the procedure as may be laid down by the Board from time to time.

(3) The Director may re-appropriate funds with respect to different items constituting the recurring budget up to such limit for each item as may be determined by the Board from time to time:

Provided that such re-appropriation shall not involve any liability in subsequent years and every such re-appropriation shall, as soon as possible, be reported to the Board.

(4) The Director may waive recovery of overpayment up to such limit as may be determined by the Board from time to time, made to an employee, not detected within twenty four months of payment and every such waiver shall, as soon as possible, be reported to the Board.

(5) The Director may write off irrecoverable losses and irrecoverable value of stores lost or rendered unserviceable due to fire, wear and tear on the recommendation of a Standing Committee appointed by the Board for such purpose subject to such financial limit, as may be specified by the Board from time to time.

(6) The Director may employ technicians and workmen paid out of contingencies involving such emoluments as may be stipulated by the Board from time to time.

(7) The Director may send the employees for training or for a course of instruction subject to such terms and conditions as may be laid down by the Board from time to time.

(8) The Director may sanction remission or reduction of rent for buildings rendered wholly or partially unsuitable.

(9) The Director may sanction temporary allocation of any building for any purpose other than that for which it was constructed.

(10) In exceptional cases, subject to availability of funds, the Director may create temporary posts with the approval of the Chairperson, of not more than two years' duration on consolidated pay and under report to the Board.

(11) The Director may exercise the powers of a Head of Department for the purposes of the Account Code, the Fundamental and Supplementary Rules and other rules of the Government in so far as they are applicable or may be made applicable to the conduct of the business of the Institute.

(12) If for any reason, the Registrar is temporarily absent for a period not exceeding one month, the Director may take over, or assign to any employee of the Institute, any of the functions of the Registrar as he or she deems fit:

Provided that if, at any time, the temporary absence of the Registrar exceeds one month, the Board may, if it thinks fit, authorise the Director to take over or assign the function of the Registrar as aforesaid, for a period exceeding one month.

(13) All contracts for and on behalf of the Institute except the one between the Institute and the Director shall when authorised by a resolution of the Board passed in that behalf, be in writing and be made in the name of the Institute and every such contract shall be executed on behalf of the Institute by the Registrar.

(14) The Director may, at his discretion, constitute such Committees as he or she may consider appropriate.

(15) In the event of the occurrence of any vacancy in the office of the Chairperson by reason of his or her death, resignation, or otherwise or in the event of the Chairperson being unable to discharge his or her functions owing to absence, illness or any other cause, the Director may discharge the functions assigned to the Chairperson .

**17. Hostels.-** (1) All the matters related to hostels and halls of residence and all residential buildings, faculty quarters, etc. shall be dealt with by the Board.

(2) The day-to-day affairs of the halls and hostels including the mess shall be looked after by a Chief Warden, Wardens and Assistant Wardens.

(3) The Director shall appoint the Chief Warden, Wardens and Assistant Wardens for a period of two years;

Provided that for sufficient reasons the period of service may be extended by the Director.

(4) There shall be a Council of Wardens, comprising of all Wardens and Chaired by the Chief Warden to co-ordinate the activities of various halls and hostels.

**18. Allowances.-** (1) The employees of the Institute shall be entitled to travelling and daily allowances according to the scales of pay fixed by the Board from time to time.

(2) The employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their family members or dependents in accordance with the rules made in this behalf with the prior approval of the Board.

(3) The Board shall lay down the guidelines for the periodic performance review for all the regular employees including faculty and allowances such as Cumulative Professional Development Allowance, special research grants, special research leaves, etc., may be awarded only to the contributing faculty.

**19. Authentication of orders and decisions of the Board.-** All orders and decisions of the Board shall be authenticated by the signature of the Registrar or any other person authorised by the Board in this behalf.

**20. Meetings of the Board.-** (1) The Board shall ordinarily meet four times during a calendar year.

(2) The Chairperson either on his or her own initiative or at the request of the Director or on a requisition signed by not less than three members of the Board shall convene the meeting.

(3) A quorum for a meeting of the Board shall be six members:

Provided that a member may participate through a video link:

Provided further that if a meeting is adjourned for want of quorum, it shall be held within a week from the date of such adjournment, at the same time and place, or on such other day and such other time and place as the Chairperson may determine, and if at such a meeting a quorum is not present within half-an-hour from the time appointed for holding the meeting, the members present shall be a quorum, as long as it does not fall below thirty per cent. of the total membership and in such cases where an adjourned meeting started without normal quorum, the meeting shall be deemed as over as soon as the number of members present goes

below the number at the starting of the meeting and the agenda of adjourned meeting shall be the same as that for the originally scheduled meeting.

(4) All items considered at the meetings of the Board shall preferably be decided by a consensus failing which by a majority of the votes of the members present excluding the Chairperson and, if the votes are equally divided, the Chairperson shall have the casting vote.

(5) The Chairperson, if present, shall preside over every meeting and in his or her absence, the Chairperson, may nominate any one of the members to act as the Chairperson for any particular meeting and if such a nomination is not made by the Chairperson, then the Board members may elect the Chairperson for that meeting.

(6) The Registrar shall send a written notice of every meeting to every member at least two weeks before the date of the meeting and the notice shall state the place and the date and time of the meeting:

Provided that the Chairperson may call a special meeting of the Board at short notice to consider urgent special issues, and the quorum of such special meeting shall be the same as of the regular meeting.

(7) The notice of meeting may be delivered either by hand or by registered post or by e-mail to each member at their address as recorded in the office of the Board.

(8) The Registrar shall circulate the agenda of the meeting to the members at least two weeks before the meeting, except in case of special meeting.

(9) Notices of motions for inclusion of any item on the agenda shall reach the Registrar at least one week before the meeting:

Provided that the Chairperson may permit inclusion of any item for which due notice has not been received.

(10) The decision of the Chairperson in regard to all questions of procedure shall be final.

(11) The Registrar shall draw the minutes of the proceedings of a meeting in consultation with the Director and circulate to all members of the Board with the approval of the Chairperson and the minutes, along with any amendment suggested, shall be confirmed at the next meeting of the Board or by way of circulation.

(12) After the minutes are confirmed and signed by the Chairperson, they shall be recorded in a minute book.

(13) If a member of the Board fails to attend three consecutive meetings without leave of absence from the Board he or she shall cease to be a member of the Board.

(14) Membership on the Board shall be non-transferable.

(15) The calendar of Board may be drawn for one year at the beginning of the year and in case of change in schedule, the members shall be consulted.

**21. Meeting of the Senate.-** The Senate shall meet as often as necessary, but ordinarily not less than four times during a calendar year and a calendar of ordinary Senate meetings may be drawn up at the beginning of the academic session.

(1) The Chairperson of the Senate either on his or her own initiative or on a requisition signed by not less than twenty per cent. of the members of the Senate shall convene a meeting of the Senate.

(2) A quorum for a meeting of the Senate shall be half of the total members of the Senate.

(3) The Director, if present, shall preside over every meeting of the Senate and in his or her absence, a member nominated by the Director shall preside at the meeting.

(4) The Registrar shall circulate a written or electronic notice of every meeting, together with the agenda to the members of the Senate at least a week before the meeting:

Provided that the Chairperson of the Senate may permit inclusion of any item for which due notice has been given.

(5) Notwithstanding the provisions of sub-statute(1), the Chairperson of the Senate may call for an emergency meeting of the Senate at short notice to consider any urgent special issues.

(6) The decision of the Chairperson of the Senate in regard to all questions of procedure shall be final.

(7) The Registrar shall draw the minutes of the proceedings of a meeting of the Senate with the approval of the Chairperson of the Senate and circulated to all the members of the Senate:

Provided that any such minute shall not be circulated if the Senate considers such circulation prejudicial to the interests of the Institute and the minutes along with amendments, if any suggested, shall be placed for confirmation at the next meeting of the Senate.

(8) After the minutes are confirmed and signed by the Chairperson of the Senate, they shall be recorded in the minute book which shall be kept open for inspection of the members of the Senate, the Board and the Council at all times during office hours.

(9) In emergent cases, the Chairperson of the Senate may exercise the powers of the Senate and report to the Senate of the action taken by him or her at its next meeting for its approval.

**22. Meeting of the Finance Committee.-** (1) The Finance Committee shall meet as often as may be necessary but at least twice a year.

(2) Four members of the Finance Committee shall form a quorum of a meeting of the Finance Committee.

(3) The Chairperson of the Board shall preside over the meeting of the Finance Committee and in his or her absence, the Chairperson, may nominate any one of the members to act as the Chairperson for any particular meeting and if such a nomination is not made by the Chairperson, then, the Director may act as the Chairperson for that meeting.

(4) The proceeding of adjournment of a meeting, conduct of adjourned meeting, notices of the meeting, inclusion of items in the agenda and confirmation of the minutes etc. applicable to the meetings of the Board as specified in Statute 20 shall, so far as may be, be applicable in relation with the meetings of the Finance Committee.

(5) A copy of the minutes of every meeting of the Finance Committee shall be sent to the Board.

**23. Building and Works Committee.-** (1) There shall be a Building and Works Committee consisting of following members, namely:-

(1) Director , Chairman;

(2) Nominee of the Government of India on the Board or his nominee;

(3) Nominee of the State Government on the Board or his nominee;

(4) Member of the Board belonging to an industry partner or his nominee;

(5) Two Deans of the Institute, one handling Estate Matters and the other to be nominated by the Director;

(6) Two experts from outside the Institute, appointed by the Board;

(7) The Officer in-charge of Estate of the Institute or Registrar if he is the officer in-charge of the Estate.

(2) The Building and Works Committee shall perform the following functions and have the following powers, namely:-

(a) it shall be responsible, under the direction of the Board, for construction of all major capital works after securing from the Board the necessary administrative approval and expenditure sanction;



(b) it shall have the power to give the necessary administrative approval and expenditure sanction for minor works and works pertaining to maintenance and repairs, within the grant placed at the disposal of the Institute for the purpose. The financial limit shall be rupees fifty lakh in the first instance and the limit will be changed from time to time by the Board;

(c) it shall prepare estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like;

(d) it shall be responsible for making technical scrutiny as may be considered necessary by it;

(e) it shall be responsible for enlistment of suitable contractors and acceptance of tenders and shall have the power to give direction for departmental works where necessary;

(f) it shall have the powers to settle rates not covered by tender and settle claims and disputes with contractors;

(g) it shall have powers to approve extra items and deviations of quantities from tender specifications, subject to the total contract value not exceeding the amount given as administrative approval.

(3) The Building and Works Committee shall perform such other functions in the matter of construction of buildings and development of land for the Institute as the Board may entrust to it from time to time.

(4) In emergent cases, the Chairman of the Building and Works Committee may exercise the powers of the Building and Works Committee and such cases shall be reported by him to the Building and Works Committee and the Board at its next meeting of the Building and Works Committee and of the Board.

(5) The Building and Works Committee shall meet as often as is necessary, but not less than twice a year.

(6) Four members shall form a quorum for a meeting of the Building and Works Committee with at least one external member present.

(7) The tenure of every member other than ex-officio members, shall be three years.

(8) A copy of the minutes of every meeting of the Building and Works Committee shall be placed before the Board.

**24. Grievance redressal mechanism.-** (1) A grievance redressal mechanism in the form of a sub-committee of the Board shall be constituted and the committee shall function with proactive disclosure of its decisions on Institute website in order to enhance transparency.

(2) In case of a complaint by an employee or faculty or student is not resolved by the mechanisms in place in the Institute, the same shall be referred to the sub-committee of the Board and the decision thereof shall be communicated to such employee or faculty or student.

(3) The complainant shall have the right to refer the matter to the Central Government if he or she is of the opinion that justice has not been done by the Decision of the Board.

### SCHEDULE I

#### CONDUCT RULES

(see Statute 10(11))

**1. Definitions.-** In this Schedule, unless the context otherwise requires, -

(a) "employee" means all permanent and temporary or contractual employees of the Institute and all individuals who assert an association with the Institute;

(b) "competent authority" means the Board of Governors in case of the Director, and the Director in case of all other employees;

(c) "members of family" in relation to an employee includes,-

(i) the wife or husband, as the case may be, of the employee, whether residing with the employee or not but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a competent Court;

(ii) son or daughter or step-son or step-daughter of the employee and wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law;

(iii) any other person related, whether by blood or marriage to the employee or to the employee's wife or husband, and wholly dependent on the employee.

**2. Integrity.-** (1) All employees shall maintain integrity and shall not adopt any unethical or unlawful practice

(8) All employees of the Institute shall,-

- (i) strive to develop knowledge and understanding of their area of expertise or professional field;
- (ii) exercise their best professional and ethical judgment and carry out their duties and functions with integrity and objectivity;
- (iii) act promptly, diligently and conscientiously;
- (iv) act fairly and reasonably, and treat students, employees, affiliates, visitors to the Institute and members of the public with respect, impartiality, courtesy and sensitivity;
- (v) avoid conflicts of interest;
- (vi) maintain a co-operative and collaborative approach to working relationships; and
- (vii) protect the Institute's intellectual property arising from teaching and research

(9) All employees shall be present in the Institute as per the prescribed office hours unless they have been assigned duty outside Institute or are on officially sanctioned leave.

(10) If an employee's professional activities outside the Institute prevent him or her from physical presence in the Institute and cause a conflict of commitment, the same shall be discussed with the Head of the Department or Director.

(11) Any employee who is in charge of a work place shall take appropriate steps to prevent sexual harassment of any woman at such work place.

**Explanation.-** For the purposes of this sub-rule, the term "sexual harassment" includes such unwelcome sexually determined behaviour, whether directly or otherwise, such as,-

- (i) physical contact and advances;
- (ii) demand or request for sexual favours;
- (iii) sexually coloured remarks;
- (iv) showing any pornography; or
- (v) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

(12) Any employee found indulging in any act of sexual harassment at work-place, shall be liable for disciplinary action as per the rules of the Institute.

(13) No employee shall accept or permit any member of his family or any other person acting on his or her behalf to accept, any gift.

**3. Public comment.-** An employee who makes public comment or representations and in doing so identify himself as employees of the Institute shall do so according to the following guidelines, namely:-

- (i) the Institute encourages its employees to disseminate results of research or scholarship undertaken in the Institute on an open and timely basis to the broader scholarly community;
- (ii) the Institute encourages its employees to participate in public debate and be available to the media for comment in their field of expertise.

- (iii) employees shall maintain the highest professional and ethical standards when they associate themselves with the Institute in public statements, and an employee shall ensure that no public statement made by him shall bring the Institute into disrepute;
- (iv) employees contributing to public commentary shall identify themselves using their title, and qualifications when they are writing or speaking publicly on a matter within their academic or professional field of expertise or specialization;
- (v) all statements made by employees in the capacity as experts in their fields of expertise or specialisation shall be accurate, professional and exercise appropriate restraint;
- (vi) when commenting in public, employees are expected to act in good faith and shall not misrepresent their expertise;
- (vii) only those employees officially appointed on behalf of the Director to represent the Institute shall comment publicly for the Institute on policies of the Institute, and all administrative issues;
- (viii) while publicly communicating on any matter, employees shall be mindful that they show respect for the opinions of others, do not injure a person's reputation or create a basis for defamation action and in such cases, the Institute shall not be responsible for any claims for defamation or otherwise which may be instituted for such comment;
- (ix) an employee shall obtain prior permission from competent authority in case he is called upon to give evidence in connection with any enquiry conducted by any person, authority or committee:

Provided that no permission shall be required to give evidence before internal committees of the Institute or in case of judicial enquiries.

**4. Conflicts of interest.-** All employees shall make full disclosure to the Institute of all relevant facts and circumstances giving rise to an actual, potential or perceived conflict of interest and comply with the following guidelines, namely:-

- (a) employees shall ensure that scholarly activities within the Institute and open and timely dissemination of results of scholarly activities are not in actual, potential or perceived conflict with their external, personal or financial interests;
- (b) all stakeholders shall be adequately informed about external, personal or financial obligations that may delay or prevent free dissemination of the results of scholarly activities;
- (c) professional activities outside the Institute shall not detract an employee from his duties within the Institute;
- (d) employees who involve or become aware in a conflict of interest shall immediately declare it to the institute through the Director;
- (e) the Institute shall have a comprehensive plan for managing the conflict of interest prepared and share it with the concerned employee;
- (f) all employees, before entering into any Memorandum of Understanding with an outside company or organisation shall have to discuss the terms and conditions in the agreement with competent authorities in order to ascertain acceptability of the same to the Institute;
- (g) an employee of the Institute shall dissociate himself from any action that he or she is performing individually or as a member of a group either as part of ones duties or as a consequence of some responsibility entrusted to him by a competent authority if it involves *conflict of interest*;
- (h) an employee shall be duly rewarded through honoraria, consulting fees and royalties for these activities specified above:

Provided that, no decisions taken by an employee in day to day discharge of responsibilities in the Institute shall be influenced by considerations of personal financial gains;

- (i) the Board shall formulate a comprehensive policy for conflict of interest *and the* situation shall arise when the outcome of any action that a person is responsible for involving favourable or

unfavourable consequences for self or any person who is a member of the family or is closely related (e.g., supervisor of a student).

**5. Financial interests outside the Institute.-** (1) An employee shall disclose personal financial interests and those of the members of his family when he has one or more financial interests, including payment for services or teaching, income from consulting fees, honoraria, royalties from intellectual properties not owned by the Institute, especially in cases where they are dealing with any company or organization unless such company or organisation-

- (i) funds research programmes or projects at the Institute in which the employee is involved;
- (ii) licenses intellectual property in which the employee has a financial interest;
- (iii) sponsors the employee's participation as a speaker in continuing or on-line education programmes;
- (iv) enters into a Memorandum of Understanding with the Institute to which the employee is a signatory;
- (v) makes a product that is under study in which the employee is involved, or
- (vi) has interests that can have a potential influence on the employee's scholarship or research;
- (vii) has been incubated by the institute.

(2) Assessment of conflicts of interest of employees shall be conducted by the competent authority.

**6. Intellectual Property.-** All employees of the Institute shall abide by the policy on Intellectual property.

**7. Political Activity.-** Every employee of the institute shall be governed by the rules of the Government of India as applicable to the Central Government employees relating to political activities.

**8. Information to institute.-** (1) An employee or student of the Institute shall inform the Institute of any circumstance such as but not restricted to criminal charges or proceedings, chronic insolvency or indebtedness, etc., that may hamper him in the performance of his duties or responsibilities.

(3) Every employee of the Institute shall declare his movable and immovable assets that are owned by him or her or by members of the family, as per the norms applicable to the employees of the Central Government.

Note : Ownership implies legal ownership as per records (such as but not restricted to registration, lease, mortgage, etc.,) or physical ownership or possession of the asset.

**9. Punishments and due process.-** Any student or employee of the Institute who violates any provision of these rules shall be liable to be punished after due process.

**10. Saving clause.-** Matters which are not covered by the above rules shall be dealt with in accordance with the provisions of the Central Civil Services (Conduct) Rules, 1964 as applicable to the Central Government employees.

## **SCHEDULE II**

### **LEAVE RULES**

**(see Statutes 12)**

**1. Leave.-** (1) A faculty member shall cease to be in the service of the Institute if he or she is continuously absent from duty for five years, with or without leave, unless such absence is on approved deputation or on foreign service terms.

(2) A faculty member shall be treated as on duty for the period as sanctioned by the Institute for academic work including attending conferences or seminars when the financial support is provided by the Institute or Government of India approved Institute projects or any such agency.

**2. Casual leave.-** All employees shall be entitled to eight days of casual leave or as specified by the Central Government in a calendar year.

3. Special casual leave. - All employees shall be entitled to special casual leave of fifteen days for the purposes such as participation in conferences or academic meetings, conducting viva of the reputed Institutes and Universities, selection committee meetings, court appearances in public interest, or any other purpose as it deem fit by the Director, when travel support in all these cases are not from the Institute.

4. Half pay leave and commuted leave.- All employees shall be entitled for half pay or commuted leave as per the rules formulated by the Board.

5. Maternity, paternity and child care leave.- Maternity, paternity and child care leaves as approved by the Board, shall be admissible to an employee upto two children.

6. Earned leave.- (1) All employees shall be entitled for thirty days of earned leave in a year, provided that due to her or his teaching responsibilities, a faculty member may not be granted more than fifteen days of earned leave during a semester, subject to not more than seven days at a time unless in exceptional cases.

(2) Faculty members may avail earned leave during the vacation period, called as special earned leave, which will enable his preparation for the ensuring semester in a free environment, with the implication that during the vacation period as defined in the academic calendar for a year, she or he is entitled to two days of absence for every day of earned leave granted and such leave during vacations shall be called as special earn leave.

(3) During vacation periods as specified in the academic calendar for the students, except for the period for which she or he has been granted the special earned leave, a faculty member shall remain on duty, engaging in research, supervision of projects, conducting on-campus extension activities, institute administrative duties, etc. and credit to earned leave shall be made on the first day of July of every year.

(4) The earned leave at the credit of an employee shall be carried forward and shall be accumulated up to a maximum of three hundred days.

7. Leave on academic grounds.- (1) Leave shall be granted for the purpose of academic growth of a regular faculty member for the beneficial purpose to the Institute in pursuit of excellence.

**Explanation.**— (1) For the purpose of this rule it is clarified that leave on academic ground shall basically be for the professional rejuvenation of the faculty member and after availing the leave, a faculty member is supposed to serve the institute for a period which shall be specified by Board and the faculty member furnish a bond to this effect.

(2) Any leave of absence for a duration exceeding a month during a semester up to a maximum of one semester with the provision of prefixing or suffixing of vacation periods or both shall be termed short leave and any leave of absence overlapping two or more semesters shall be termed as long leave.

(3) A short or long leave may be on foreign service terms and the institute shall not pay any salary to the faculty member on leave on foreign service terms.

(4) The terms of deputation to foreign services of faculty member shall be normally granted only for proceeding to head a government institution, Government organisation or a government body like the Department of Science and Technology.

(5) An employee who is granted leave on foreign service terms shall be entitled for pension, if entitled, and leave salary contribution, gratuity contribution, and her or his own contribution towards General Provident Fund or Contributory Provident Fund.

8. Sabbatical leave.- (1) A faculty member on sabbatical leave shall be paid full salary during the leave period and the sabbatical leave shall not exceed two semesters with the provision of prefixing and suffixing vacation periods.

(2) Salary during sabbatical leave.- First sabbatical leave may be granted only after serving the Institute for six years (including leave as due availed but restricted to casual, earned and commuted leave.)

(3) A faculty member shall be eligible for subsequent sabbatical leave, if he or she has already spent six years at the Institute since availing the last sabbatical (including leave as due availed restricted to casual, earned and commuted leave) and the number of sabbatical leave shall be limited to three in the entire service period.

9. Eligibility for short leave.- A faculty member shall be eligible for short leave if he or she has already spent two full semesters at the institute after returning from the last short or long leave or after initially joining the institute and subject to compliance of any previous bond.
10. Eligibility for long leave.- If he or she has already spent five years at the institute after joining the Institute or return from the previous long leave or sabbatical leave and this may be relaxed up to two years for Assistant or Associate Professors for availing long leave for the first time in their tenure as faculty members at the Institute.
11. Entitlement.- A faculty member shall be eligible for leaves only when it is ensured that the teaching and other academic activities of the Institute shall not be jeopardised and Department has enough faculty members to handle the academic requirements.
12. Saving Clause.- The matters which are not covered by above rules shall be dealt with in terms of the Central Civil Services (Leave) Rules, 1972.

### SCHEDULE III

#### CONTRACT OF SERVICE

[See Statute 15]

An AGREEMENT for service made this .....day of.....  
.....between .....(herein after called the appointee) of the one part and the Indian Institute of Information Technology \_\_\_\_\_, incorporated under the Indian Institutes of Information Technology (Public-Private Partnership) Act, 2017 (Act 23 of 2017) (hereinafter called the Institute).

WHEREAS in terms of section 23 of the Indian Institutes of Information Technology (Public-Private Partnership) Act, 2017 (Act 23 of 2017) (hereinafter called the Act) and Statute 16(13) of the Statutes of the Institute (hereinafter called Statutes) the Central Government referred to in the Act with the approval of the Visitor, has been pleased to approve the appointment of the Director (herein after called appointee) of the Institute on contract for.....years and the appointee has accepted such appointment upon the terms and conditions hereinafter appearing NOW THESE PRESENTS WITNESSETH and the parties hereto respectively agree as follows:-

- (1) This agreement of service shall be deemed to have been entered into subject at all times to the provisions of the Act, and Statutes covering the institute as in force from time to time as applicable to permanent confirmed employees.
- (2) The appointee shall be on service under the agreement for a period of..... years with effect from .....that is date of joining the post:

Provided that if the appointee on conclusion of the period of service mentioned above is below 70 years of age, his service shall continue till the 30th of June of the academic year in which the appointee concludes the said period of service or till he attains the age of 70, whichever is earlier.

- (3) The appointee shall be the Principal academic and Executive Officer of the Institute and serve the Institute with powers and duties provided in the said Act and Statutes.
- (4) The appointee shall devote his wholetime to the service of the Institute and shall be subject to the Conduct Rules and other provisions of the said Act and the Statutes and any information obtained by the appointee during or in connection with his service and the work upon which he is engaged shall be treated as secret and confidential and appointee shall be deemed in all respects, to be subject to the Indian Official Secrets Act, 1923.
- (5) During the period of his service except in respect of any period of suspension and also of any period of leave without pay, the appointee shall be entitled subject to the Indian Income Tax to an initial pay of Rs..... in the Scale of Rs: ..... provided that if any time the appointee proceeds on deputation out of India his pay and allowances during the period of his deputation shall be such as may be decided by the Board of Governors and in addition the appointee shall draw allowances like Dearness Allowance, City Compensatory Allowances, etc., as may be admissible from time to time as per rules of the Institute.

- (6) During his service as Director, in the event of the appointee being employee of any other Institute and enjoying the benefits under some pension scheme of the Government of India or a State Government, he shall continue to subscribe to that scheme and his contributions and the Institute's contributions as required will be accumulated and transferred to the Parent Institute.
- (7) In case the appointee is the employee of the Institute he shall continue to be governed by the New Pension Scheme as immediately prior to this contract appointment and shall be entitled to benefits of the scheme for the period of his service under this contract like other permanent employees of this Institute.
- (8) Notwithstanding anything hereinbefore contained, the appointee shall, unless otherwise decided by the Institute, be entitled to receive the whole or in part as may be determined by the Institute the benefits of any improvements in the revision of pay and retirement benefits that may be effected by the Institute subject to the date of these presents in the terms and conditions of the service of members of the branch of Institute, service to which he may for the time being belong, and the decision of the Institute in respect of such improvement in the terms and conditions of their service of appointee shall operate so as to modify to that extent the provisions of these presents.
- (9) The appointee shall be entitled to leave as admissible to permanent non vacation employees of the Institute under the Statutes.
- (10) The appointee shall be entitled to furnished rent free accommodation in the Campus of the Institute as may be approved by the Board of Governors of the Institute.
- (11) The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Statutes.
- (12) The appointee shall be paid travelling expenses for joining the Institute as admissible to an Officer of the Central Government in equivalent rank under the Transfer T.A. Rules of the Central Government deeming the appointment of the appointee as on transfer in public interest.
- (13) If the appointee is required to travel in the interests of Institute work, he shall be entitled to traveling allowance on the scale provided for in the T.A. Rules of the Institute in force from time to time and similarly the appointee shall be entitled to leave travel concession for visiting his home town as per the rules of the Institute.
- (14) Any amount received by the appointee from books and articles published by him at his cost shall be left to him as an encouragement for continuing his work in that line and he shall also be allowed to do consultancy and retain benefits of the same as per rules laid down by the Board from time to time.
- (15) The services of the appointee may during the period of contract be terminated by the Institute at any time by three calendar months notice in writing given at any time during service under this contract without any cause assigned. Provided that the Institute may in lieu of the notice herein provided to give the appointee a sum equivalent to the amount of his basic pay for three months and the appointee may also terminate his service by giving to the Institute three calendar months notice in writing.
- (16) The appointee shall be allowed the status of Professor of ..... to take part in teaching and research in the Department of ..... subject to his convenience.
- (17) In respect of any matter for which no provision has been made in this agreement the appointee will be governed by decisions of the Board of the Institute.

IN WITNESS WHEREOF on the day and the year above written, the Chairperson of the Board of Governors of the Institute has hereinto set his hand and the appointee has hereunto set his hand.

Signed and delivered for the Indian  
Institute of Information Technology  
Nagpur, by the Chairperson,  
Board of Governors of the  
Institute.

Chairperson,  
Board of Governors,  
Indian Institute of Information  
Technology Nagpur

In the presence of signature of

witness with address

Signed and delivered by the said  
appointee

Director  
IIIT Nagpur

.....

In the presence of signature of  
witness with address

1. \_\_\_\_\_

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2. \_\_\_\_\_

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[F. No. 52-2/2017-TS.I]

SUKHBIR SINGH SANDHU, Addl. Secy. (TE) MHRD,  
Secy. Coordination forum IIITs (PPP)