

## **Chapter 1**

### **Memorandum of Association**

In the matter of Act XXI of 1860 being an Act for the Registration of Literary, Scientific, and Charitable Societies and in the matter of "ASSOCIATION OF INDIAN UNIVERSITIES".

Memorandum of Association

#### **1. Name**

The name of the Society is "Association of Indian Universities", hereinafter referred to as the "Association".

#### **2. Registered Office**

The Registered office of the Association shall be at such place in the Union Territory of Delhi as may be decided by the Association from time to time.

#### **3. Objects**

The objects for which the Association is established are:

- i. to serve as an Inter-University Organisation;
- ii. to act as a bureau of information and to facilitate communication, co-ordination and mutual consultation amongst universities;
- iii. to act as a liaison between the universities and the Government (Central as well as the State Governments) and to co-operate with other universities or bodies (national or international) in matters of common interest;
- iv. to act as the representative of universities of India;
- v. to promote or to undertake such programmes as would help to improve standards of instruction, examination, research, textbooks, scholarly publications, library organization and such other programmes as may contribute to the growth and propagation of knowledge;
- vi. to help universities to maintain their autonomous character;
- vii. to facilitate exchange of members of the teaching and research staff;
- viii. to appoint or recommend where necessary a common representative of the Association at any Conference, national or international, on higher education;
- ix. to assist universities in obtaining recognition for their degrees, diplomas and examinations from other universities, Indian as well as foreign;
- x. to undertake, organise and facilitate conferences, seminars, workshops, lectures and research in higher learning;
- xi. to establish and maintain a sports organisation for promoting sports among Member-Universities;
- xii. to establish and maintain organisations dealing with youth welfare, student services, cultural programmes, adult education and such other activities as are conducive to the betterment and welfare of students or teachers and others connected with universities;
- xiii. to act as a service agency to universities in whatever manner it may be required or prescribed;
- xiv. to undertake, facilitate and provide for the publication of newsletters, research papers, books and journals;
- xv. to invest and deal with funds and monies of the Association and to vary, alter, or to transpose such investments from time to time;
- xvi. to purchase or otherwise acquire on lease or hire in the Union Territory of Delhi or outside, temporarily or permanently, any movable and immovable property necessary or convenient for the furtherance of the objects of the Association;
- xvii. to sell, mortgage, lease, exchange and otherwise transfer or dispose of or deal with all or any property, movable or immovable, of the Association for the furtherance of the objects of the Association;
- xviii. to construct, maintain, alter, improve or develop any buildings or works necessary or convenient for the purposes of the Association;
- xix. to demand and receive payment of such fees and other charges as may be authorised by the bye laws;
- xx. to create administrative, ministerial and other necessary posts and to make appointments thereto;
- xxi. to establish a Provident Fund for the benefit of the employees of the Association;
- xxii. to do, or get done, all such other acts and things as are conducive or incidental to the attainments of the objects of the Association;

#### **4. Names and Addresses of Members of the Governing Council**

The names, addresses, occupations and designations of the present members of the Governing Council (which is the Executive Committee of the Association) to whom the management of the affairs of the Association is entrusted as required under Section 2 of the Societies' Registration Act, 1860 (Act XXI of 1860) are as follows:

S.No.	Name	Designation	Occupation and Address
1.	Dr. D S Reddi	Vice Chancellor	Vice Chancellor Osmania University Vice Chancellor's Lodge Hyderabad 7
2.	Dr. A. L. Mudaliar	Vice Chancellor	Vice Chancellor Madras University "Kensington" 464, Poonamalle High Road, Kilpauk, Madras 10
3.	Shri D. C. Pavate	Vice Chancellor	Vice Chancellor Karnatak University Vice Chancellor's Lodge University Campus Dharwar
4.	Prof. T. M. Advani	Vice Chancellor	Vice Chancellor University of Jammu & Kashmir, Near University Campus Amarsingh Bagh, Hazartbal, Srinagar 6
5.	Shri S K Bose	Director	Director Indian Institute of Technology Director's Bungalow, Powai, Bombay
6.	Dr. Shri Ranjan	Vice Chancellor	Vice Chancellor Agra University Vice Chancellor's Residence University Campus (Paliwal Park) Agra
7.	Nawab Ali Yavar Jung	Vice Chancellor	Vice Chancellor Aligarh Muslim University Vice Chancellor's Lodge 11, University Road, Aligarh
8.	Prof D Sengupto	Director	Director Indian Institute of Technology Director's Bungalow Delhi Avenue, Madras 36
9.	Dr A G Pawar	Vice Chancellor	Vice Chancellor Shivaji University Shivaji University Campus Kolhapur 4
10.	Shri P N Thapar	Vice Chancellor	Vice Chancellor Punjab Agricultural University House No.33, Sector-5 Chandigarh
11.	Prof. Samuel Mathai	Vice Chancellor	Vice Chancellor University of Kerala Vice Chancellor's House C/o The University of Kerala Trivandrum, Kerala State
12.	Dr S S Bhandarkar	Vice Chancellor	Vice Chancellor Jiwaji University Chhoti Vishrant, Jai Vilas Palace Compound Gwalior 2

S.No.	Name	Designation	Occupation and Address
13.	Dr. M N Goswami	Vice Chancellor	Vice Chancellor Gauhati University Vice Chancellor's Residence Qr. No. 30, University Campus, Gauhati 14
14.	Dr. K K Datta	Vice Chancellor	Vice Chancellor Patna University Vice Chancellor's House 1, Farazar Road Patna 1
15.	Prof M V Mathur	Vice Chancellor	Vice Chancellor University of Rajasthan Vice Chancellor's Lodge University Campus Jaipur
16.	Dr. V B Kolte	Vice Chancellor	Vice Chancellor Nagpur University Bungalow No. 38/II Golf Links, Civil Lines, Nagpur 1
17.	Justice Chandra	Vice Chancellor	Vice Chancellor Reddy Annamalai University Vice Chancellor's Lodge Annamalainagar P.O.

A copy of the Rules of the Association, certified to be a correct copy by four members of the Governing Council, is filed with the Registrar of Societies, Delhi, along with the Memorandum of Association.

5. We, the seven persons, whose names and addresses are given below, having associated ourselves for the purpose described in this Memorandum of Association, do hereby subscribe our names to this Memorandum of Association, and set out seven respective hands hereunder and form ourselves into a Society under Act XXI of 1860 this 29th day of September 1967, at New Delhi.

S.No.	Names, Addresses and occupation of Members	Signatures of Members
1.	Dr. D. S. Reddi Vice Chancellor Osmania University Vice Chancellor's Lodge Hyderabad 7	Signed
2.	Dr. A L Mudaliar Vice Chancellor Madras University "Kensington" 464, Poonamalle High Road, Kilpauk, Madras 10	Signed
3.	Professor B Sengupto Director Indian Institute of Technology Director's Bungalow Delhi Avenue, Madras 36	Signed
4.	Brigadier S K Bose Director Indian Institute of Technology Director's Bungalow Powai, Bombay	Signed
5.	Dr V B Kolte Vice Chancellor Nagpur University	Signed

Bungalow No. 38/II  
Golf Links, Civil lines  
Nagpur 1

6. Nawab Ali Yavar Jung Signed  
Vice Chancellor  
Aligarh Muslim University Vice Chancellor's Lodge 11,  
University Road  
Aligarh

7. Professor M V Mathur Signed  
Vice Chancellor  
University of Rajasthan  
Vice Chancellor's Lodge  
University Campus  
Jaipur

**Witness:**

Shri Triyogi Narain  
Under Secretary  
Ministry of Education  
Government of India  
NEW DELHI

**Chapter 2**  
**RULES AND REGULATIONS**

1. Interpretation

In these Rules, unless the context otherwise requires: -

- a. "The Association" means the Association of Indian Universities.
- b. "The Governing Council" means the Governing Council of the Association.
- c. "The President" means the President of the Association.
- d. "The Vice-President" means the Vice-President of the Association.
- e. "Member" means a member of the Association.
- f. "Secretary General" means the Secretary General of the Association.
- g. "Prescribed" means prescribed by Bye-laws framed by the Governing Council and/or by the Association."
- h. Academic year 1<sup>st</sup> July to 30<sup>th</sup> June of the following year.

2. **Membership**

- a. Any University, institution deemed to be a university and institution of national importance (hereinafter referred to as "University") shall be eligible to apply for membership of this Association as per the procedures and conditions laid down below.
- b. The rate of membership fees of the Association shall be as prescribed by the Association from time to time. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)
- i. Any University registered under section 2(f) of UGC Act, 1956 may apply for the membership of the Association following the procedure laid down hereunder. The applications shall be considered by the Governing Council. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)
- ii. deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)
- iii. deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)
- iv. deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)
- v. deleted
- vi. deleted
- vii(a) if the request from a university along with annual subscription is received with effect from April 1 to December 31, the year of admission shall be the current financial year and the annual subscription so received shall be adjusted in the current financial year;  
(b) if the request from a university along with annual subscription is received between January 1 to March 31, the year of admission shall be taken to be the next financial year and the annual subscription so received shall be adjusted in the next financial year.  
(c) deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)  
(d) deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)  
(e) deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)  
(f) deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)  
(g) deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)

2.1 (a) **Associate Membership**

- i. Universities of other countries may, on application, be enrolled as 'Associate Member' of the Association of Indian Universities, provided these Universities are recognised Universities in their respective country.
  - ii. Such Associate members will be eligible to participate in all activities of the Association of Indian Universities, but shall not be eligible to Vote.
  - iii. The Associate members shall pay the annual membership subscription etc. as is paid by the regular members.
- 2.1 (b) Inter-University Organisations (Apex Inter-University Associations/ Committees/Councils of Vice Chancellors/ Directors/ Principals, etc.) of other countries on application be enrolled as "Associate Organisations" of the Association of Indian Universities. The rate of membership fee of the Associate Members shall be as prescribed by the Association from time to time.
- 1.(i) *Universities established and funded by the State Government and Central Government and having registered under section 2(f) of UGC Act be given membership of the Association. deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)*
    - (ii) *They will get positions in the different Statutory Committees/Bodies/ authorities of AIU. deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)*
  2. *For all self financed Universities, Private Universities and deemed to be Universities, private Institutes, following membership rules shall apply.*
    - (i) *deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)*
    - (ii) *For getting provisional membership of AIU the University must be registered under section 2(f) of the UGC Act, 1956. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)*
    - (iii) *deleted. (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)*
    - (iv) *They will be eligible to get position in different statutory committees/ bodies/authorities (AIU 94<sup>th</sup> GB Meeting held on 26.06.2020)*
    - (v) *Membership application processing fee shall be ` . 10,000/- (One time)*
    - (vi) *If the Vice Chancellor or Director of these Institutions is the trustee of the trust/ company/society which runs the University/Institutions and or his/her near relative – like son, daughter, father, mother, brother, sister, wife, husband, first cousin, direct-in-laws, direct grant children, direct dependent of member Vice Chancellor/Director he/she will not be permitted to occupy any office in administration of AIU and will not have any voting right.*
    - (vii) *The Vice Chancellor/Director of self financed/ Private university will be required to give an undertaking on Rs.100/- stamp paper that he is not covered by the term near relative as mentioned in sub-section (vii) above.*
    - (viii) *The University shall be represented by University's Vice Chancellor/Director alone. [Approved at the 84<sup>th</sup> Annual Meeting held at Guru Nanak Dev University, Amritsar on 14.11.2009]*

### 3. Annual Contribution by Members

- a. The annual contribution for each year shall be paid in accordance with the following manner and scale:
    - i. Member universities shall pay their subscription within one month of the beginning of each financial year.
    - ii. The initial payment for a particular year shall be what was paid during the preceding year.
  - b. The rate of membership fee of the Association shall be as prescribed by the Association from time to time.
  - c. If any member university/institute has not paid its dues for the year by the date of the annual General Body meeting of the Association, its representative shall not be eligible to vote.
  - d. Membership of a university/institute which has not paid its subscription for two consecutive years may be terminated by the Governing Council.
  - e. The financial year of the Association shall begin from the 1st of April and end on the 31st of March of the following year.
4. Deleted

### 5 Meetings of the Association

The Association shall meet at least once a year.

A The General Body meetings of the Association shall be of the following categories:

- i. Annual General Body Meeting
  - ii. Special General Body Meeting
  - iii. Extraordinary General Body Meeting
- 5.(a) Other Meetings of the Association
- i. Zonal Meetings of Vice Chancellors
  - ii. Inter-University Sports Board
  - iii. Inter-University National Cultural Board
- b. The following rules shall be applicable to all General Body meetings of the Association:
- i. One third of the valid membership shall constitute the quorum. However, if a meeting of the General Body is adjourned for want of quorum, the General Body shall meet at the same place on the same day, half an hour afterwards or as announced by the President to transact the business on the agenda.
  - ii. The President or in his absence the Vice-President shall take the chair. In the absence of both, the senior-most member present in the house shall take the chair. The business of each meeting shall be transacted in

the order of agenda circulated provided a motion for the immediate transaction of urgent business may be made and if such a motion is seconded and carried this rule shall be suspended.

- iii. The voting, when necessary, will be by show of hand; provided always that the votes on subject may be taken by ballot on a motion to the effect duly carried or in respect of a subject specifically provided for by these rules.
- iv. The President's decision on the show of hand shall be final unless a division is called for. It shall be open to any member present to call for a division.
- v. When the votes for and against a motion are equal, the President shall have a casting vote.
- vi. It will be open to any member to record his dissent against the majority view.

**c. Venue of the Meeting**

- i. The annual General Body/ Zonal Meetings shall normally be held at one of the university centers, the venue being ordinarily decided at the preceding meeting of the Association. **The annual meeting shall be held before the end of the financial year.**
- ii. Special General Body meetings of the Association may be convened by the President/Governing Council at a convenient place, date and time for such purposes as may be deemed necessary. Except when it is proposed to amend the Constitution as laid down under the Rules and Regulations, the requirement of the quorum would be waived at these meetings, though it would be mandatory for the decision(s) to be reported at the next annual General Body meeting of the Association. Only such items would be considered in respect of which notice was given in the first instance.
- iii. Extraordinary General Body meetings may be convened by the President/ Governing Council when called upon to do so by a requisition signed by not less than one-fifth of the total membership. The requisition shall state the special business for which it is desirable that the extraordinary General Body meeting be convened.

**d. Notice of the Meetings**

- i. Not less than 8 weeks before the annual meeting, a circular letter giving notice of such a meeting shall be sent by the Secretary General to the members of each constituent university/institution as well as to the special invitees and observers.
- ii. Notice of the date and hour of the special business to be transacted thereat shall be given to the members not less than two weeks before the date of the meeting. No business other than that is included in the notice shall be transacted at such meetings.
- iii. Two weeks' notice will be given for convening an extraordinary meeting.
- iv. Zonal Vice Chancellors' Meeting, Inter-University Sports Board, Inter-University National Cultural Board Meeting should be held once in a year.

**e. Order of Business**

The order of business at such meetings shall be as follows:

- i. The minutes of the last meeting, if not already circulated, shall be read out and confirmed after correction, if necessary, and signed by the President.
- ii. Any member of the Association and any constituent university may propose any motion or topic for discussion which comes within the purview of the Association provided that notice of such motion is sent not less than eight weeks before the date of the annual meeting. The Ministries and Departments of the Central and State Governments and the diplomatic, cultural or educational departments of foreign missions in India may also refer for consideration by the Association such items as they deem desirable.
- iii. Matters of current business and routine shall be disposed of. If any question arises as to whether any particular question is one of current business and routine it shall be decided by the President.
- iv. Reports and communications from the Governing Council shall be submitted for consideration.
- v. The President shall have the powers, when he considers that the meeting has been unduly prolonged, to order an incomplete business to stand over till the next meeting.
- vi. The order of business will ordinarily be not changed, except with the approval of the house.

**6. Business at Meetings**

At the annual meeting of the Association, only the member Universities and the representatives of the Ministries and Departments of the Government, who have given notice of items for consideration, shall be present. The members of the Association alone shall have the right of voting.

At the annual meeting, the Association shall consider the items given notice of by members, and by the Ministries and Departments of the Government and other recognized bodies, the annual report, the audited statement of accounts, the budget estimates for the following financial year and such other subjects as may be brought forward by the Governing Council or by the President of the Association.

**THE GOVERNING COUNCIL**

**7. Governing Council**

The business of the Association shall be managed by a Governing Council which shall frame suitable Bye-laws for the purpose. These Bye-laws shall come into force as soon as they are made. However, they shall

be reported at the next annual General Body meeting of the Association which may affirm, alter or disapprove of them.

## 8 Composition of Governing Council

The Governing Council shall be composed of the following members of the Association:

### A. Ex-officio Members

- i. The President
- ii. The Vice-President
- iii. The immediate past President
- iv. The Secretary General

### B. Zonal Members

- i. There shall be **five** zones, namely, North, South, East, **Central** and West, and the assignment of institutions to the zones would be made by the Governing Council.
- ii. There shall be 15 zonal members: three from each of the five zones of the country. Of the three members from each zone, two shall be selected by rotation on the basis of seniority of service of the Vice-Chancellors/ Directors and the third on the basis of the seniority of the university/organisation in the zone concerned in a rotational order.

### Explanation:

**Seniority:** The Seniority of a member for holding any office in the Association shall be determined by computing the entire duration for which the member has been a Vice-Chancellor/Director provided that during that period the institution concerned has been a member of the Association.

The Vice Chancellor serving in a University established by an Act of Parliament or an Act of State Legislature or declared deemed to be University under section 3 of UGC Act, 1956 shall be considered for seniority purpose. It means number of years served in any of the University mentioned above shall be counted for the purpose of seniority subject to in one University for not more than ten years. (Amended vide 88<sup>th</sup> Annual Meeting)

**Institutional Seniority** The seniority of the university shall be determined from the date the said institution became member of the AIU.

### C. Co-opted Members

- i. The President will co-opt two members for the duration of his tenure of office.
- ii. The Governing Council will co-opt two members for a period of two years.

### Explanation

1. As in the case of the Rajya Sabha, Co-options shall be so arranged that one member shall retire each year and, furthermore, if any casual vacancy occurs it shall be filled for the residual period only.
2. While co-opting persons on the Governing Council an attempt will be made to give representation to interests and points of view which are not otherwise represented on the Governing Council.
- b. Deleted.
- c. Representation on the Governing Council given to a Vice-Chancellor on the basis of the seniority of the university shall continue to be available to that university for a period of two years from the date it is given and whoever is the Vice-Chancellor will represent that university on the Governing Council.
- d. In case of a vacancy caused by a member having ceased to be a Vice-Chancellor/Director the person next to him on the list of seniority shall ipso-facto become a member of the Governing Council and his tenure of membership shall be for a period of two years from the date that the outgoing member went out of office.
- e. If a Vice-Chancellor becomes a member of the Governing Council on the basis of his individual seniority, he shall continue to be a member for full term of two years provided he continues to hold that office. During his tenure if his university becomes entitled to institutional membership the university would have the right deferred till such time as a fresh vacancy arises and instead the next senior-most university would earn the membership.
- f. Except in the case of the President, the Vice-President, the immediate past President and co-opted members, no person shall be entitled to be a member of the Governing Council again unless a period of two years has elapsed from the date he last ceased to be a member.
- g. Once a Vice-Chancellor becomes a member of the Governing Council whether in his individual or institutional capacity, his category of membership on the committee will not be changed.
- h. In case of doubt about the membership in any category, the matter will be referred by the Secretary General to the President and his decision shall be final.

## 9. Term of office of Members of the Governing Council

- i. The term of institutional members shall be reckoned for two years with effect from. 1<sup>st</sup> July every alternate year.
- ii. The term of the President, the Vice-President and the immediate past President shall be one year corresponding to the **academic year, subject to their basic membership of the as Vice Chancellor/Director.**

## 10. Meetings of the Governing Council

A.

- i. **There will at least be four ordinary meeting of the Governing Council in a academic year, one meeting in every quarter.**
- ii. Extraordinary meeting of the Governing Council may be called by the President to transact urgent business at 7 days' notice.
- iii. A requisitioned meeting of the Governing Council shall be held within two weeks, on receipt of a requisition signed by at least five members of the Governing Council stating the business for which the meeting is requisitioned.

The time, date and place of such meetings shall be fixed by the Secretary General in consultation with the President.

**B. Notice of the Meeting**

- i. Ordinarily three weeks' notice of the meeting shall be given by the Secretary General to all members. The agenda will be circulated at least 7 days before the meeting.
- ii. In emergency cases, a shorter notice shall be allowed at the discretion of the President but in no case it shall be less than 7 days.
- iii. A notice may be served on a member either personally through an employee of the Association or by Speed Post/Registered Post/e-mail.

**C. Quorum**

- i. The Quorum of the meeting will be seven.
- ii. If a meeting of the Governing Council is adjourned for want of quorum, the Governing Council shall meet at the same place on the same day half an hour afterwards or as announced by the President and shall transact only the business on the agenda of the adjourned meeting. This shall not apply in the case of the requisitioned meeting which shall not be held if there is no quorum.
- iii. Minutes of the Governing Council be circulated to its members within three week from the date of Meeting of the Governing Council.

**11. Functions of the Governing Council**

- i. The Governing Council shall be the Executive Body of the Association. It shall exercise all powers which are not specifically reserved for the General Body and shall be the final authority for taking decisions in regard to them.
- ii. However, issues which have a bearing on educational policies as and when decided by the Governing Council would be reported to the General Body. The Governing Council itself will decide which issues have policy implications. If sometimes the Governing Council omits to do so, a decision regarding this matter should be taken by the President/Secretary General and the matter reported to the Governing Council.
- iii. With a view to assisting the universities in maintaining and improving their academic standards, the Governing Council may, if found necessary, conduct a review of the working of its members and suggest such actions as it may deem fit in this regard.
- iv. The Governing Council shall present to the Association each year the annual report, the audited statement of accounts of the Association and the budget estimates of the following financial year.
- v. The agenda for the annual meeting shall be prepared by the Secretary General under the directions of the President and approved by the President before circulation.
- vi. The Governing Council shall see that action is taken on all resolutions adopted by the Association.
- vii. The Governing Council shall regulate its own business and shall frame suitable rules and regulations towards that end.
- viii. Once in every year, on or before the fourteenth day succeeding the date on which the annual meeting of the Association is held, a list shall be filed with the Registrar of Societies/Joint Stock Companies of the names, addresses and occupations of the members of the Governing Council.

**12. Committees of the Governing Council**

The Governing Council shall appoint the following committees and delegate to them such of its powers and functions as it deems fit:

1. The Vice President shall be a member of each committee:
2. In addition to existing members 2-member from different zones nominated by the Governing Council on each committee;

**i. Finance Committee**

The Finance Committee shall consist of the President, the Vice-President and the immediate past President, 'who continues to be member of AIU and failing him a nominee of the Governing Council. The Head of Accounts Division shall be the Secretary of the Finance Committee:

- a) President
- b) Vice President
- c) Immediate past President (failing him a nominee of the Governing Council)

Two members coopted by the President, AIU (AIU 86<sup>th</sup> GB Meeting held on 17.12.2011)

The meeting of the Finance Committee shall be held at least twice in a year.

**ii. Equivalence Committee**



The Equivalence Committee shall consist of Vice President and four members from different disciplines/faculties nominated by the Governing Council from amongst its members:

a) President

b) Vice President

c) to f) Four members from four different disciplines, faculties, nominated by the Governing Council amongst its members.

Two members coopted by the President, AIU (AIU 86<sup>th</sup> GB Meeting held on 17.12.2011)

Head of the Equivalence Division shall be the Secretary of the Equivalence Committee.

### iii. **Research Committee**

The Research Committee shall consist of three members of the Governing Council, including the Vice President and two members from outside.

a) President

b) Vice President

c) d) member of the Governing Council

e)-f) two members from outside

Two members coopted by the President, AIU (AIU 86<sup>th</sup> GB Meeting held on 17.12.2011)

Head of the Research Division shall be the Secretary of the Research Committee.

### iv. **Cultural Committee**

The Cultural Committee shall consist of Vice President and 5 members of the Governing Council, one drawn from each zone and four persons from outside nominated for special knowledge and competence.

a) President

b) Vice President

c) to g) five members of the governing Council, one drawn from each zone; and

h)- k) Four person from outside nominated for their special knowledge and competence.

Head of the Youth Affairs Division shall be the Secretary of the Cultural Committee.

### v. **Establishment Committee (AIU 96<sup>th</sup> GB Meeting held on 23.03.2022)**

The Establishment Committee shall consist of the President, the immediate past President and the Vice-President. In addition, there shall be three other members, nominated by the President on the basis that each of five zones is represented on the Staff Affairs Committee. The President himself will not be counted as a member of any zone for this purpose. Each of these committee shall have a tenure of 1 years i.e., w.e.f. 1st July to 30th June. (AIU 96<sup>th</sup> GB Meeting held on 23.03.2022)

a) President

b) Vice President

c) Immediate-Past President

d) - f) Three members

Two-members coopted by the President, AIU (AIU 86<sup>th</sup> GB Meeting held on 17.12.2011)

Head of the Administration Division shall be the Secretary of the Staff Affairs Committee.

vi. The Governing Council may constitute such other adhoc committees for its convenience and assign to them such of its functions as it may deem fit.

vii. The Governing Council may co-opt any person(s) for any of the sub-committees from outside its own ranks as well.

### 13. **Sports Board**

13.1. There shall be an Inter-University Sports Board. All universities/ institutes, which are members of the Association of Indian Universities, shall, *ipso facto*, be members of the Sports Board.

13.2. The Sports Board shall consist of:

#### **A. Ex-Officio Members**

i. President, AIU.

Vice President, AIU

ii. Working Chairman nominated by President, AIU, from amongst the Vice-Chancellors/Directors who are members of the Governing Council.

iii. Secretary General, AIU

iv. Officer Incharge of Sports Division of AIU who shall be the Secretary of the Sports Board.

#### **B. Zonal Members**

i. 6(six) representatives, from each zone, out of which at least 2 women representatives. If there is no women representative available from the zone, then the men representative be considered, nominated by the concerned Universities/Institutes in the alphabetical order.

There shall be five representatives from the National level Sports Associations affiliated to Indian Olympic Association, by rotation in alphabetical order of the games/disciplines in which inter-University Sports Tournaments are organized.

One student from best performing University in order of rotation from the participating Universities, nominated by the Vice Chancellor.

ii) Deleted

13.3. The term of the zonal members of the Sports Board shall be one academic year from July 1 to June 30 next year.

13.4. The principal functions of the Sports Board shall be:

- a. to organise and arrange for the conduct of inter-university tournaments and competitions in recognised games and sports; and to fix the venues therefore;
- b. to organise participation in national and international competitions;
- c. to frame rules for the conduct of tournaments;
- d. to encourage sportsmanship generally and to promote friendly relations among constituent universities;
- e. to raise the standard of sports and athletics prevailing in the colleges, universities and other member institutions and to work for the development of character values through sports amongst the university students;
- f. to organise coaching camps on regional and national basis;
- g. to encourage such other functions as may be entrusted to it by relevant A.I.U. bodies

13.5. The Sports Board shall meet once a year.

13.6. A report on the Sports activities during the year shall be presented to the Governing Council every year.

13.7. The TA/DA expenses of the Sports Board members (other than the AIU President, Vice President, Working Chairman, Secretary General, Officer Incharge of Sports) for the Sports Board meetings shall be met by the universities/institutes concerned.

13.8. The Sports Board shall have a Sports Committee, which shall consist of:

A. Ex-officio Members

i. President

ii Vice President

iii. Working Chairman

iv. Secretary General, AIU

v. Secretary, Sports Board

**B. Zonal Members**

i. 4 male members of the Sports Board by virtue of the seniority of their respective universities/institutes.

ii. 2 female members of the Sports Board by virtue of the seniority of their respective universities/institutes.

13.9. The term of the zonal members of the Sports Committee shall be coterminous with the term of the zonal members of the Sports Board.

13.10. The TA/DA expenses of the Sports Committee members for its meetings shall be met by the AIU.

#### **13.A- Inter-University National Cultural Board**

There shall be a Inter-University Cultural Board. All Universities/Institutes, which are members of the Association of Indian Universities, shall, ipso facto, be members of the Cultural Board.

##### **13.A.2.The Cultural Board shall consist of**

###### **1. EX-officio Members:**

i. President, AIU.

Vice President, AIU

ii. Working Chairman nominated by President, AIU, from amongst the members of AIU Governing Council.

iii. Secretary General, AIU

iv. Officer Incharge of Youth Affairs Division, AIU who shall be the Member Secretary of the Inter University National Cultural Board.

###### **2. Zonal Members**

Six representatives from each zone out of which at least 2 women representative. If there is no women representative available from the zone, then the men representative be considered, nominated by the concerned Universities/Institutes in the institutional seniority.

3. Deleted

4. Five Special invitees as Experts on Youth & Cultural Affairs nominated by the President, AIU.

5. One student representative from each winners of Overall Championship Trophy of UNIFEST at Zonal and National Youth Festivals (Current Year).

The TA/DA expenses of the members of university/Institute of the Inter University National Cultural Board for attending its meeting(s) shall be met by the universities/institutes concerned. The Board shall meet at least once a year.

#### **14. Finance of the Association**

The Governing Council shall scrutinise the items of income and expenditure and shall be responsible for the submission of the budget to the Association. A statement of the accounts shall be audited by the auditors appointed by the Association and the audit report with a report of the Governing Council for each year shall be presented to the Association at its annual meeting.

#### **15. Framing of Bye-laws**

The Governing Council shall have the power to amend/frame such Bye-laws as it may deem necessary for regulating the procedure of the office and for conducting its own business.

The amended/new Bye-law will come into effect with effect from the date it is approved by the Governing Council.

**16. Alteration, Extension or Abridgment of the Purpose of the Association**

Whenever it shall appear to the Governing Council that it is advisable to alter, extend or abridge any purpose or purposes of the Association or to amalgamate the Association wholly or partially with any other body or institution or organization, the Governing Council may submit the proposition to the members of the Association in a written or printed report, and may convene a special meeting for the consideration thereof according to the regulations of the Association, but no such proposition shall be carried into effect unless such report shall have been delivered or sent by post to every member of the Association at least ten days previous to the special meeting convened by the Governing Council for the consideration thereof, not unless such proposition shall have been agreed to by the votes of three-fifth of the members delivered in person or by proxy, and confirmed by the votes of three-fifth of the members present at a second special meeting convened by the Governing Council at an interval of one month after the former meeting.

**16. Provision for dissolution of the Association and Adjustment of its Affairs**

Any number not less than three-fifths of the members of the Association may, by their votes delivered in person, or by proxy, at a general meeting convened for the purpose, determine that it shall be dissolved, and thereupon it shall be dissolved forthwith, or at the time then agreed upon and all necessary steps shall be taken for the disposal and settlement of the property of the Association, its claims and liabilities, according to the rules of the Association applicable thereto, if any and, if not, then as the Governing Council shall find expedient provided that, in the event of any dispute arising among the Governing Council or the members of the Association, the adjustment of its affairs shall be referred to the Principal Court of original Civil Jurisdiction of the district in which the chief building of the Association is situated; and the Court shall make such order in the matter as it shall deem requisite.

Provided that whenever the Government is a member of, or a contributor to, or otherwise interested in, the Association shall not be dissolved without the consent of the Government.

**18. Upon Dissolution No Member to Receive Profit**

If upon the dissolution of the Association there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to, or distributed among the members of the Association or any of them, but shall be given to some other body or institution or organization, to be determined by the votes of not less than three-fifths of the members present personally or by proxy at the time of dissolution, or, in default thereof, by such Court as aforesaid.

**19. Disqualified Member**

A member of the Association shall be a person or body or an institution or an organization which, having been admitted to the Association according to the rules and regulations thereof, shall have paid a subscription, or shall have signed the roll or list of members thereof, and shall not have resigned in accordance with such rules and regulations; but in all proceedings of the Association no person, or a representative of a body or an institution or an organization, shall be entitled to vote or be counted as a member whose subscription at the time shall have been in arrear for a period exceeding three months.

**20 Action in Emergency**

In the event of emergency, the Governing Council shall take such action as may be necessary and make a report of the action taken to the Association at its next annual meeting.

**Officers:**

The following shall be the officers of the Association:

1. President
2. Vice President
3. Immediate Past President
4. Secretary General
5. Such persons in AIU as may be prescribed by the Bye-laws

**21. President -Term of office**

The senior most member of the Association shall be its President. He shall hold office for a period of one year corresponding to the **Academic year** (1<sup>st</sup> July to 30<sup>th</sup> June of next year). Should he resign or retire at any time, the Vice-President shall function as the President for the remainder of the term.

## **22. President-Powers and Functions**

- i. The President shall be the head of the Association and shall be a member of all committees established by the Association/Governing Council and shall preside at each one of them.
- ii. In his capacity as the President he/she would ensure that the work of the Association is carried on as per decisions taken by the various bodies and in accordance with the rules and regulations of the Association. However, in special cases, the President may take decisions in the interest of administration, and the same shall be reported at the next meeting of the Governing Council, General Body as the case may be.
- iii. In case of any ambiguity as to the interpretations of rules and regulations, the President's interpretation shall hold until the next meeting of the Governing Council which body shall discuss and finally determine the interpretation.
- iv. In addition to his vote as a member, the President shall have a casting vote in case of equality of votes.
- v. The President shall have such other powers and perform such other duties as may be specified by the General Body or the Governing Council.

## **23. Vice-President**

- i. The senior most member (in terms of rotation) after the President would be designated as the Vice-President. He/she would be so designated for a period of one year unless he/she meanwhile becomes the President. In the absence of the President he/she would exercise all the powers of the President. He/she shall be member of all Committees of the Governing Council/Association.
- ii. In case of a vacancy in the position of Vice-President, the next senior-most Vice-Chancellor/Director shall function as Vice President for the remainder of his term.
- iii. In case the President is unable to exercise the executive powers vested in him, he shall delegate these powers to the Vice-President. Should the Vice- President also be not available, these powers would be delegated to the person(s) next in order of seniority.
- vi He shall be the member of all Committees of the Governing Council/ Association.

## **24. Secretary General**

### **24. Secretary General**

#### **24.1. Power and Responsibilities:**

- i. The Secretary General shall be the Principal Executive Officer of the Association. He/she shall implement the policies and programmes laid down by the Association and for this purpose he/she shall work under the direct control of the President;
- ii. Secretary General shall be engaged on whole time basis. He/she would be required to implement the policies and programmes of the Association and for this purpose he/she shall work under the general guidance of the President and the Governing Council of the Association.
- iii. Secretary General shall be the custodian of the records and properties of the Association. He/she shall also act as Member Secretary of Governing Council and other Committees constituted by the Governing Council/ Association. He/she shall also perform such other work as may be entrusted to him by the President or the Governing Council/Association. It shall be ensured by the Secretary General that an annual audit is carried out by an approved Chartered Accountant.
- iv. He/she shall bring any matter which he/she considers necessary in the interest of the Association to the notice of the Governing Council through the President for guidance and decision.
- v. The Secretary General shall be eligible for PF Contribution/Gratuity as maybe admissible to the employees of the Association from time to time as per Bye Laws.
- vi. Secretary General shall be Treasurer of the Association and responsible to maintain accurate accounts of the Association. He/she shall receive and disburse funds on behalf of the Association in accordance with its Bye Laws.

#### **24.2. Appointment**

- i. (a) The existence of vacancy of Secretary General duly approved by the Governing Council shall be given wide publicity by uploading it on the website of AIU and one national English daily and in one Hindi paper and also in the University News.

- (b) The Secretary General shall be appointed by the Governing Council out of the panel suggested by the Search Committee as per the procedure laid down in the Bye Laws. The matter will be reported to the General Body of the Association in the next meeting.
- ii. The Secretary General shall be an eminent academician who is or has been regular full time Vice Chancellor/Director of an Institute recognised by AIU.
- iii. His/her scale of pay and other allowance shall be at par with the pay and other allowances of a Vice Chancellor of a Central University.
- iv a. The tenure of the office of the Secretary General shall be 5 years in the first instance but he/she shall be eligible for re-appointment for another term of 5 years. He/she shall, however, cease to hold the office on attaining the age of 70 years or 10 years as Secretary General, whichever is earlier.
- b. One month prior notice from either side shall be required for demitting the Office of the Secretary General. However, in exceptional circumstances, the notice period of one month from Secretary General may be waived off by the Governing Council.
- v. Interim vacancy in the Office of the Secretary General shall be filled by the President on the recommendation of the Governing Council. Such appointment shall generally be for a period not exceeding one year.
- vi. The Secretary General may be removed from his/her office, if the Governing Council is satisfied that the incumbent:
  - (a) Has become insane and stands so declared by a competent court.
  - (b) Has been convicted by a court for any offence involving moral turpitude.
  - (c) Has become an undischarged insolvent and stands so declared by a competent court.
  - (d) Has been physically unfit and incapable of discharging functions due to protracted illness or physical disability.
  - (e) Has wilfully omitted or refused to carry out the provisions of Rules and Regulations/Bye Laws of the Association or has committed breach of any of the terms and conditions of service contract or any other conditions prescribed by the Governing Council/Association or has abused the powers vested in him/her or if the continuance of the Secretary General in the office is detrimental to the interest of the Association.
  - (f) Is a member of or be otherwise associated with any political party or any organisation which takes part in politics or is taking part in it or subscribing in aid of any political movement or activity.
  - (g) If the Secretary General fails to perform his duties to the satisfaction of the Governing Council, the Governing Council may remove him/her by giving one month's notice/pay after giving him/her opportunity under natural justice to put forth his/her case.

## **25. Validation of Proceedings of Meeting**

Any inadvertent omission to give notice or non-receipt or late receipt by any member shall not invalidate the proceedings of the meeting.

## **26. Business by Circulation**

Any business which it may be necessary to perform and cannot wait consideration by the body before whom it would have been placed in the ordinary course may, at the instance of the President, be transacted by a resolution in writing circulated amongst all the members of such a body. The resolution so circulated and approved by the majority of members, of such body, shall be effective and binding as if such a resolution had been passed at a meeting of the said body. If the issue is related to the Secretary General than the letter shall be sent by the President's office. Replies will be received in President's office. In other cases, correspondence will be done by the Secretary General's Office.

## **27. Suits by and against the Association**

- i. The Association may sue or be sued in the name of the Secretary General of the Association.
- ii. The suit/s against the Association should be filed in Courts in Delhi only, in view of the fact that the Secretariat/Office of the Association is located in the National Capital Territory of Delhi and these courts alone will have jurisdiction to try the suit/s.

## **28. Contracts and Agreements**

All contracts and agreements for and on behalf of the Association be signed and executed by the Secretary General of the Association.

## **29. Annual List of the Managing Body to be filed**

Once a year before the fourteenth day succeeding the day on which the annual general meeting of the Association is held a list shall be filed with the Registrar of Joint Stock Companies/Societies of the names, addresses and occupations of the members of the Governing Council then entrusted with the management of the affairs of the Association.

- 30.** Whenever it appears to the Governing Council that it is advisable to amend any provision of the Rules & Regulations, it may submit the proposition to the members of the Association at least six weeks in advance of a General Body meeting. The proposition shall be considered by the Association at the said meeting and if approved will be incorporated in the Rules & Regulations. All the provisions of the Societies Registration Act XXI of 1860 (Punjab Amendment) Act, 1957 as extended to the Union Territory of Delhi will apply to this Association.

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### Chapter 3

#### AIU Representation on other Organisations

AIU representatives are elected/nominated on the following organisations:

SIN o	Name of the Organisation	Period	No. of person(s)	Mode of Representation
1.	Indian Council of Medical Research (ICMR), Governing Body	Three years	3	Election by inviting nominations from Universities having Medical Faculty
2.	National Institute of Rural Development (NIRD) Hyderabad, General Council	One year	1	President AIU (Ex-officio)
3.	Indian Association of Social Science Institutions (IASSI), New Delhi, Executive Committee	Two years	1	Nomination by the Governing Council from amongst such member universities as are members of IASSI
4.	Central Board of Secondary Education (CBSE), New Delhi, Governing Body	Three years	3	i. President AIU (ex-officio) ii. Nomination by the Standing Committee
5.	Indian National Commission for Cooperation with UNESCO, Ministry of Education, Govt. of India	Ex-officio	1	Secretary General, AIU
6.	Doon School, Dehradun, Board of Governors	Five years	1	Nomination by the Standing Committee
7.	Council for the Indian School Certificate Examination, New Delhi	Three years	1	Nomination by the Standing Committee
8.	All India Council of Technical Education (AICTE) Ministry of Human Resource Development, Govt. of India	Three years	1	President AIU (Ex-officio)
9.	Sports Authority of India, New Delhi, Governing Body	Ex-officio	1	Secretary General, AIU (Ex-officio)
10.	Board of Assessment for Educational Qualification, Ministry of Human Resource Development, Govt. of India	Three years	1	Secretary General, AIU (Ex-officio)
11.	Indian Institute of Science, Bangalore. Court & Council	Four years	4	Court: Election - One from each of the 4 zones
12.	Central Advisory Board of Education, Ministry of Human Resource Development, Govt. of India	Three years	1	Secretary General, AIU (Ex-officio)
13.	H.P. State Council for Higher Education	–	1	Nomination by the Standing Committee
14.	Hindi Shikshan Sansthan, Agra	Three years	1	Secretary General, AIU (Ex-officio)
15.	Indian Institute of Advanced Studies	–	1	President, AIU ex-officio

(AIU 96<sup>th</sup> GB Meeting held on 23.03.2022)

## Chapter 4 OFFICE BYE-LAWS

### Definitions

1. In these by-laws, unless the context otherwise requires:
  - i. "The Association" means the Association of Indian Universities.
  - ii. "The Standing Committee" means the Governing Council of the Association.
  - iii. "The President" means the President of the Association.
  - iv. "The Vice-President" means the Vice President of the Association.
  - v. "Secretary General" means the Secretary General and Treasurer of the Association.
  - vi. "Prescribed" means prescribed by Bye-laws framed by the Governing Council and/or by the Association.
  - vii. "Employee" means a person serving the Association of Indian Universities.
  - viii. "Appointing Authority" means the authority empowered to make appointment to the post which the employee of the Association for the time being holds.
  - ix. "Duty" includes service as a probationer or apprentice, provided that such service is followed by confirmation without a break.
  - x. "Pay" means the amount drawn monthly by an employee of the Association as the pay which has been sanctioned for the post held by him substantively or in an officiating capacity and includes special pay, personal pay but does not include allowances or honorarium.
  - xi. "Special Pay" means an addition of the nature of pay to the emoluments of a post of an employee of the Association granted in consideration of the specially arduous nature of his duties or of a specific addition to the work of the responsibility.
  - xii. "Personal Pay" means additional pay granted an employee of the Association to save him from a loss of substantive pay in respect of permanent post due to revision of pay or to any reduction of substantive pay or to any reduction of substantive pay otherwise than as a disciplinary measure.
  - xiii. "Substantive Pay" means pay, as defined above, other than special pay or personal pay to which an employee of the Association is entitled.
  - xiv. "Average Pay" means the average monthly pay earned during the twelve months immediately preceding the month in which the event occurs which necessitates the calculation of average pay.
  - xv. "Ex-cadre Personnel" means the staff employed for research projects and schemes financed by Government of India or other outside bodies.
  - xvi. "Permanent employee" means a person who has been confirmed against a substantive post sanctioned by the Association.
  - xvii. "Re-employed Person" means a person who is re-employed for a fixed period after attaining the age of superannuation on terms and conditions sanctioned by the Standing Committee.
  - xviii. "Office" means the Office of the Association.
  - xix. "Divisional Head" means head of Section/Division Appointed Group A/Class I officer, as per Government of India classifications, as decided by the Governing Council.
  - Xx "Tenure" means length of period defined by the Governing Council

### ESTABLISHMENT

- |   |  |
|---|--|
| <i>Pay-Scales and Allowances</i>                          | <p>2.1. The staff strength of the Association shall be determined and sanctioned by the <u>Governing Council</u> from time to time. The <u>Governing Council</u>, shall be the competent authority for the creation of posts and their pay-scales and allowances. The allowances shall conform to the allowances sanctioned by the <u>Central Government</u> and any <u>special</u> allowance sanctioned by the Governing Council from time to time.</p> <p>2.2. The initial pay of an employee on his appointment to a post shall be fixed by the appointing authority</p> <p>2.3 The honorarium/professional fee of a person appointed for a short duration shall be decided by the Governing Council.</p> |
| <i>Appointing Authority</i>                               | <p>3.1. The President shall be the appointing authority for post carrying the pay-scale of `15,600-39100 and above (except the post of the Secretary General) and the Secretary General for lower posts.</p> <p>3.2. Letters of appointment and confirmation and all communications on service matters for all posts (other than that of Secretary General) shall be issued under the signatures of the Secretary General.</p>   |
| <i>Qualifications for Appointment Selection Committee</i> | <p>4. The qualifications for appointment to various posts shall be such as may be determined by the Governing Council from time to time.</p> <p>5.1a For the appointment of the Secretary General, the President shall invite the nomination from the Vice Chancellors/Directors of member Universities.</p> <p>5.1b. The Search Committee for the post of Secretary General shall consist of:</p> <ol style="list-style-type: none"><li>1. President, ex-officio Chairman</li></ol>   |



- 2.Immediate past-President
- 3.Vice President
- 4-Five senior most member Vice Chancellor/Director, one each from each zones.

5.1.c.The following rules will regulate the conduct of business of the Search Committee:

- i. In case of any vacancy in the Search Committee due to death, resignation or any other reason, the President shall be empowered to fill up the vacancy.
- ii. Invitation for a meeting of the Search Committee shall be sent at least two weeks in advance by registered post to the members;
- iii. Four members including the President shall form the quorum for a meeting of the Search Committee.
- iv. Every member of the Search Committee including the President shall have one vote. In case of division of opinion, the decision shall be taken by majority vote. In case of a tie, the President shall have the casting vote.
- v. The Search Committee shall recommend a Panel of three names, to the Governing Council in alphabetical order..

5.1.d. The Governing Council will choose the Secretary General from the panel of names recommended by the Search Committee and place it for the approval of the General Body at the next meeting or obtain the approval by circulation. The President shall issue the letter of appointment, after receiving the vigilance clearance report from the concerned office(s).

5.2.1. The Search Committee for other posts shall constitute as under:

- |   |  |
|---|--|
| <p>Posts carrying the pay scale of `15600-39100 GP `6600 and above</p>                                      | <ol style="list-style-type: none"> <li>1. President</li> <li>2. Vice President or failing him/her any member of the Governing Council nominated by the President.</li> <li>3. Two members of the Governing Council nominated by the President.</li> <li>4. Secretary General</li> <li>5. Divisional Head nominated by the President not below the rank of post for which selection is being made.</li> </ol> |
| <p>Posts carrying the pay scale of `15600-39100 GP `5400 and above but below of `15600-39100 GP `6600</p>   | <ol style="list-style-type: none"> <li>1. President</li> <li>2. Vice President or failing him/her any member of the Governing Council nominated by the President</li> <li>3. One member of the Governing Council nominated by the President.</li> <li>4. Secretary General</li> <li>5. Divisional Head nominated by the President, not below the rank of post for which selection is being made.</li> </ol>  |
| <p>Posts carrying the pay scale PB 2 `9300-34800 GP `4200 and above but below PB-3 `15600-39100 GP 5400</p> | <ol style="list-style-type: none"> <li>1. Secretary General.</li> <li>2. Joint Secretary/Deputy Secretary nominated by the President</li> <li>3. One senior officer (higher in rank than post for which the Committee is constituted) nominated by the Secretary General.</li> <li>4. Divisional Head nominated by the President, not below the rank of post for which selection is being made</li> </ol>    |
| <p>Other Posts</p>  | <ol style="list-style-type: none"> <li>1. Secretary General or his/<u>her</u> nominee.</li> <li>2. Divisional Head nominated by the President</li> <li>3. An officer in the pay-scale of `15600-39100 GP `5400 above, to be nominated by the President</li> </ol>  |

The quorum for the Selection Committee meetings shall be as under:

Sl. No.	Posts	Members	Quorum
1.	2.	3.	4.
1.	Posts carrying the pay scale PB 3 `15600-3911 GP `6600 and above	<ol style="list-style-type: none"> <li>1. President</li> <li>2. Vice President or failing him/her any member of the Governing Council nominated by the President.</li> <li>3. Two members of the Governing Council nominated by the President</li> <li>4. Secretary General</li> </ol>	<ol style="list-style-type: none"> <li>1.President, or Vice President</li> <li>2.One Governing Council Member</li> <li>3.Secretary General</li> <li>4. One expert (if experts are nominated)</li> </ol>

Sl. No.	Posts	Members	Quorum
		5. Divisional Head nominated by the President, not below the rank of post for which selection is being made	
2.	Posts carrying the pay scale of `15600-39100 GP `5400 and above but below of `15600-39100 GP `6600	1. President 2. Vice President or failing him/her any member of the Governing Council nominated by the President 3. One member of the Governing Council nominated by the President not below the rank of post for which selection is being made 4. Secretary General 5. Divisional Head nominated by the President not below the rank of post for which selection is being made	1. President/Vice President 2. One Governing Council Member 3. Secretary General\ 4. One Expert (If nominated)
3.	Posts carrying the pay scale PB 2 `9300-34800 GP `4200 and above but below PB-3 `15600-39100 GP 5400	1. Secretary General 2. Joint Secretary/Deputy Secretary nominated by the President 3. One senior officer (higher in rank than post for which the Committee is constituted) nominated by the Secretary General. 4. Divisional Head nominated by the President not below the rank of post for which selection is being made	1. Secretary General 2. One other AIU Officer 3. One Expert (if nominated)
4.	Other Posts	I. Secretary General or his nominee II. Divisional Head nominated by the President III. An officer in the pay-scale of `PB-3 `15600-39100 GP `5400 or above, to be nominated by the President	1. Secretary General or his nominee 2. Division Head 3. One Expert (If nominated)

**Note :**

- i. A meeting of the Selection Committee shall not be invalid by reason merely of one of the categories of its members remaining unrepresented in it for any reason whatsoever.
- ii. The appointing authority shall have the power to nominate not more than two experts on a Selection Committee as and when required.

**Medical fitness and verification of antecedents**

6. No person shall be appointed to any post unless :
  - i. he produces at his own cost a certificate of health and medical fitness in the form prescribed from a registered medical practitioner designated for the purpose by the Association.
  - ii. he produces documentary evidence to satisfy the appointing authority of his qualifications and antecedents.

**Appointment on Probation**

- 7.1. Appointment to permanent posts shall be made in the first instance on probation for a period of two years, extendable by a period of not more than one year.  
In the case of a person who had earlier served in a university or other institution of higher studies, for more than 5 years in a similar capacity satisfactorily, the appointing authority may reduce the period of probation by not more than one year.
- 7.2. Where a person during his period of probation is found unsuitable for holding the post or does not complete the period of probation satisfactorily, the appointing authority may:
  - i) Deleted
  - ii) in case of person appointed by direct recruitment, terminate his services without notice; or
  - iii) Extend his period of probation.

**Seniority**

- 8.1. The seniority shall follow the order of ranking at the time of selection. Persons appointed as a result of an earlier selection will be senior to those appointed as a result of a subsequent selection.
- 8.2. Persons appointed in a substantive or officiating capacity to a higher grade shall retain their relative seniority in the lower grade.
- 8.3. In cases where the date of joining is the same and ranking has not been specified, the inter-seniority will be determined with reference to age, the elder person being deemed senior.
- 8.4. Where a person selected initially on a temporary basis is confirmed subsequently in an order different from the order of merit indicated at the time of his selection, seniority shall follow the order of confirmation and not the original order of merit.
- 8.5. Cases which are not covered in the above guidelines, would be determined by the Standing Committee

**Temporary Employment**

- 9.1. The President shall have the power to sanction employment/temporary posts carrying a pay-scale, the maximum of which does not exceed PB-3 `15600-39100 GP `.6600 for a period upto six months on the recommendation of the Secretary General.
  - 9.1.1. The President shall have the power to create temporary posts of all categories for a period upto six months.
- 9.2. Employees appointed against temporary posts or appointed temporarily shall be regulated by the following:
  - i. A temporary employee or a person appointed on part-time or daily wages basis will not be entitled to the benefits to which permanent employees are entitled.
  - ii Deleted
  - iii. The services of a temporary employee may be terminated on either side without assigning any reason, as per notice period prescribed hereunder:
    - a. Appointment upto six months- 7 days
    - b. Deleted
    - c. Deleted
  - iv. The services of a temporary employee shall automatically terminate without any notice:
    - a. On the expiry of the period for which his appointment was made; or
    - b. if the post is abolished or when the project for which the post was created has been completed.

**Recruitment/  
Promotion**

10. The following procedure shall be followed for making appointments to posts in different cadres:
  - i. Appointment to a post in the cadre of Daftri or Gestetner Operator or equivalent will be made through selection on seniority-cum-merit basis from amongst the permanent employees in lower cadre.
  - ii. Appointment to a post in the cadre of UDC will as far as possible be made on Merit-cum-Seniority basis from the permanent cadre of LDCs.
  - iii. The post of Assistant and above will be through the process of advertisement and selection.
  - iv. All appointments shall be reported to the Standing Committee. In special circumstances, the Governing Council shall also have the power to waive or relax any of these rules.

**Conduct**

- 11.1. Every employee holding supervisory post shall take all possible steps to ensure integrity and devotion to duty of all employees under his control and authority.
- 11.2. An employee shall observe the scheduled hours of working during which he must be present at his place of duty.
- 11.3. Every whole-time employee may be called upon to perform such duties as may be assigned to him by the authority or to work beyond scheduled working hours and on closed holidays and Sundays.
- 11.4. No employee shall join or continue to be a member of an organisation the object or activities of which are prejudicial to the interests of the Association or public order, decency or morality.
- 11.5. No employee shall, except with the previous sanction of the competent authority, engage directly or indirectly in any trade or business or undertake any other employment provided that an employee may undertake honorary work of social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer.
- 11.6. All applications, representations, shall be submitted by employees through proper channel.
- 11.7. Any information obtained by an AIU employee in the course of official work cannot be passed on to any individual or a representative of the Press, Radio, TV or any other mode of public dissemination without the prior permission of the competent authority.
- 11.8. Every employee shall maintain absolute integrity, show devotion to duty and do nothing which is unbecoming of an employee of the Association.

**Assessment**

12. Except in the case of Secretary General, the work of each employee shall be assessed annually. In case the report is adverse, the same shall be communicated to the individual concerned. Adverse entries in two successive years would lead to the withholding of increment.

<b>Lien</b>	13. Confirmed employee may be allowed to take up appointment in another organization on Deputation/ Foreign Service terms and retain lien on his post in AIU provided he joins a higher post. This facility will be available to an employee for a period of not more than two years during his entire service.
<b>Retirement</b>	14.1 The age of retirement of all employees recruited before September 14, 2021 except Secretary General and those employed on part-time basis and/or contract for a specified period, shall be 62 years. For all the new recruitments carried out after September 14, 2021, the Superannuation/Retirement age shall be considered as Sixty (60) years. (AIU 96 <sup>th</sup> GB Meeting held on 23.03.2022) 14.2 Deleted
<b>Resignation</b>	15.1. An employee on probation may resign by giving 30 days' notice in writing addressed to the appointing authority or by paying emoluments in lieu thereof. 15.2. A permanent employee may resign by giving three months' notice in writing addressed to the appointing authority or by paying emoluments in lieu thereof. 15.3. The appointing authority may, if it deems proper, in any special circumstances, waive the requirement of notice. 15.4. An employee shall not be relieved in case an inquiry about his misconduct is pending and till a decision on the said inquiry has been made.
<b>Re-employment</b>	16. Subject to Rule 10 of the Rules and Regulations of the Association, the Governing Council shall have the authority to approve re-employment of an employee (other than the Secretary General) on the terms and conditions prescribed in each case.
<b>Charge Allowance</b>	17. Deleted
<b>Disciplinary Proceedings and Suspension</b>	18.1. The appointing authority shall be disciplinary authority. However the Secretary General, AIU shall be the competent authority to initiate disciplinary proceedings against all employee. 18.2. The appointing authority shall have the power to suspend an employee. 18.3. An employee who is detained in police custody on a criminal charge for a period exceeding 72 hours shall be deemed to have been suspended with effect from the date of his detention and shall remain under suspension until further orders. 18.4. An order of suspension made or deemed to have been made, may at any time be revoked by the authority which made it or is deemed to have made it. 18.5. An employee under suspension shall, during the period of suspension, be paid subsistence allowance in accordance with the rules applicable to Central Government employees. 18.6. Communications for suspension, termination, dismissal or any other disciplinary action against all the employees of the AIU (other than the Secretary General) shall be issued under the signatures of the Secretary General.
<b>Classification of Penalties</b>	19.1. The following penalties may, for reasons to be indicated, be imposed on an employee: i. Censure. ii. Withholding of increments or promotion. iii. Recovery from pay of the whole or part of any pecuniary loss caused to the Association by negligence or breach of the rules of the Association or orders or directions of superior authorities. iv. Reduction to a lower grade or post or to a lower stage in a time-scale of pay. v. Dismissal from or termination of service. 19.2. The following shall not amount to a penalty: i. Deleted ii. Non promotion of an employee, whether he is in a substantive or officiating capacity, after consideration of his case for promotion to a grade or post to which the employee is eligible. iii. Reversion of an employee officiating in a higher grade or post, on the ground that the employee is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with the conduct. iv. Reversion of an employee, appointed on temporary basis to any other grade or post, to his permanent grade or post v. Premature retirement as per rules or retirement on attaining the age of superannuation. vi. Termination of Service a. of an employee appointed on probation during or at the end of the period of his probation; b. of an employee who is treated as absconding from duty; c. employee employed under an agreement; d. temporary employee as per terms of appointment;
<b>Imposition of Penalty</b>	20. No order imposing on an employee any of the penalties specified in sub-clauses 19.1(iv) and 19.1(v) shall be made except after: a. informing the employee in writing of the proposal to take action against him and of the

imputations of misconduct or misbehaviour or any other charge on which action is proposed to be taken and giving him a reasonable opportunity of making such representation as he may wish to make against the proposal;

- b. holding an inquiry; and
- c. taking that representation, if any, submitted by the employee under sub-clause (a) and the record of inquiry, if any, held under sub-clause (b) into consideration. While imposing any penalty, the appointing authority shall record its finding.

#### **Appeal**

- 21.1. Where a confirmed employee holding a post carrying a pay-scale lower than PB 3 `15600-39100 is dismissed or his services are terminated by way of penalty, he shall have the right to appeal to the President within 15 days of the date of the communication of the order to him; Provided that an appeal may be entertained after the expiry of the said period, if the President is satisfied that the Appellant had sufficient cause for not preferring the appeal in time.
- 21.2. The President shall dispose of the appeal within a period of two months of its receipt by him and pass such orders thereon as he deems fit and proper.
- 21.3. Where a confirmed employee, holding higher rank than the above said posts is dismissed or his services are terminated by way of penalty, he shall have a right of appeal to the Governing Council within a period of one month from the date of the communication of the order to him; Provided that an appeal may be entertained after the expiry of the said period, if the Governing Council is satisfied that the Appellant had sufficient cause for not preferring the appeal in time.
- 21.4. The Governing Council shall dispose of the appeal within a period of three months of its receipt by the Secretary General and pass such orders thereon as it may deem fit and proper.

### **FINANCIAL PROCEDURE**

#### **Financial Year**

- 22. The financial year of the Association shall begin on 1st of April and end on the 31st of March of the following year.

#### **Operation of Bank Accounts and Disbursement**

- 23.1. The Secretary General shall operate all bank accounts of the Association except the AIU Provident Fund Account which shall be operated by the Secretary General and the Secretary AIU Provident Fund jointly. However, he may delegate the power of operating a bank account upto a ceiling of `20,000 to any officer of the Association specified by him.
- 23.2. With the prior approval of the President, the Secretary General may by an order in writing nominate an officer of the Association to draw and disburse monies under the general supervision, power and control of the Secretary General.

#### **Sanction of Expenditure**

- 24.1. The Secretary General shall be empowered to sanction non-recurring expenditure not exceeding `2,00,000 at a time. However, in special cases, he may authorise an expenditure exceeding `2,00,000 subject to ex-post facto approval of the President.
- 24.2. All expenditure of normal recurring nature viz. salaries of staff including increments, rents, telephone charges, insurance charges, legal expenses, postage, water and electric charges, stationery etc. shall be sanctioned and paid by the Secretary General. Bills of salaries and other recurring charges shall be passed by the Secretary General for payment in accordance with the sanctioned budgetary schedules.
- 24.3. The Secretary General shall also sanction all expenditure in accordance with the approved budgeted heads of accounts in respect of NSO and research programmes and other projects.
- 24.4. The Secretary General may delegate the power to sanction expenditure upto a limit of `10,000 to any officer of the Association.

#### **Power to Write off**

- 25. The President and the Secretary General shall be empowered respectively to 'write off' upto the extent of `50,000 and `25,000 respectively in each case. Cases above `50,000 will however go to Governing Council on the recommendation of the Finance Committee for sanction.

#### **Imprest**

- 26.1. Every despatch unit of the Association will have an Imprest upto `2,000 for postage etc. In addition, Finance Division shall maintain cash advance for petty expenses.
- 26.2. A member of the staff designated by the Secretary General shall keep the imprest and be responsible for administering the imprest account.

#### **Cash Transaction**

- 27.1. Cash received during the day by the cash clerk or any other person authorised to do so (except postage imprest) shall invariably be deposited in the bank within 24 working hours.
- 27.2. The cash book and other accounts shall be written from day to day. Any corrections or erasures shall bear dated initials of the Divisional Head concerned.

#### **Advances to Parties**

- 28. The Secretary General may allow advances to the parties against the work to be executed by them upto two thirds of the amount payable. If there is a case for a higher rate of advance, the matter shall be referred to the President.

#### **Payment to**

- 29. All payments for supplies and services shall be made only on bills presented and sanctioned by the

- Outside Agencies** appropriate authority. All payments, except those of a contingent nature, shall be made by means of cheques. The bills after payment shall be numbered and arranged and kept in bundles month-wise.
- Purchases** 30.1. Purchases of articles of furniture, stationery, office equipment, printing material and other miscellaneous store items shall be made from the cheapest sources consistent with quality.  
All purchases shall be made by inviting quotations under sealed cover.  
The purchase order shall be placed after scrutiny of the quotations and samples, where necessary, by a Purchase Committee constituted for the purpose.  
In case of emergency, purchase order upto Rs.20,000/- may be placed after ascertaining the competitive rates by market survey.  
The provision of inviting the quotations may be waived in case the order is placed directly with the manufacturer or distributor of the articles concerned or a purchase is made from Super Bazar/Cooperative Store/Agency sponsored or owned by the Government/Statutory body .
- 30.2. Subject to the provision of Rule 30.1, the competent authority may also, for good and sufficient reasons, duly recorded in writing, waive the condition relating to sealed quotations in any particular case. Once the approval or sanction of the competent authority has been obtained all subsequent steps would be taken by the Secretary General as per procedure.
- Printing Work** 31. In regard to printing work, likewise, sealed quotations or tenders shall be obtained from well known printers either for each item of work or a consolidated tender may be invited for all items of work and a printer fixed for a period ranging from one to two years.
- Publications** 32.1. Proper stocks shall be maintained for all publications including the University News. Person(s) designated for holding the stocks shall be responsible for their proper maintenance.  
32.2. Commission at 15% may be allowed for advertisement received through agencies for inclusion in University News.  
32.3. The pricing formula for the AIU publications shall be as decided by the Finance Committee from time to time.  
32.4. Discount to educational institutions and other organisations shall be decided by the Governing Council from time to time.  
32.5. Extra discount of 5% may be given to the trade and another 2½% discount be given for cash payments.  
32.6. Bills shall be prepared for all the titles sold. Cash sales shall be deposited with the Accounts Section. The statement of sale proceeds shall be passed on to the Accounts every fortnight and tallied.  
32.7. Subscribers and complimentary lists shall be properly maintained and checked at least after every six months. Notices for renewal of subscriptions shall be sent about two months before the expiry of the period to be followed by reminders  
32.8. A statement of outstanding amount receivable by the Association shall be submitted every six months to the President.
- Audit and Statement of Accounts** 33.1. The Secretary General shall prepare at the end of every financial year a true and actual statement of accounts of the Association showing the receipts and expenditure under the various heads.  
33.2. The statement of accounts and balance sheet shall be audited by the Auditors appointed by the Association.  
33.3. The Audit Report along with the office replies shall be placed before the Finance Committee/Governing Council and their report shall be considered by the Association at its annual meeting. These papers shall be sent by the office to the members of the Association at least one month in advance.  
33.4. The Accounts of the Association shall be open to test check by the C.A.G., if required.  
33.5. The power to re-appropriate from one budget head to another shall rest with the Standing Committee.

#### **Travelling allowance Rules**

- Meeting of the Association** 34. For attending meeting of the Association, unless otherwise decided by the Governing Council the representatives of the member-universities as also the Secretary General of the AIU will be entitled to travelling allowance at the rates specified hereunder:
- 34.1 Travelling Allowance (TA) will be paid to a member travelling by air, **ordinarily** by economy class by the shortest route.  
Local travel from/to airport/railway station/bus stand to/from the place of stay will be paid according to actual expenses or if travelling by own vehicle, road mileage at rates prescribed from time to time.
- 34.2. TA for travel by train will be at the rate of first class or AC first class each way. The DA will be calculated from the time of departure from one station to the time of arrival at the other station as per Govt. of India practice. A member will be entitled to incidental expenses of Rs.100/- for a journey each way.

- 34.3. If a member travels by road, when other means of travel are not convenient, TA by car/taxi ordinarily upto 700 kms. each way may be sanctioned by the Secretary General. The President AIU may travel by Car/Taxi ordinarily upto 700 kms each way, may be sanctioned by the Secretary General..
- 34.4. A member who travels by a route other than the shortest will be required to give cogent reasons for doing so and TA in such cases will be paid only after the sanction of the President. In case a day is spent by a member on route owing to non-availability of appropriate connections, the halting allowance will be payable for the actual number of days of the meeting plus one extra day each way.
- 34.5. Such members of the Association as have their residence at the place of meeting will be paid actual conveyance.
- 34.6. The reimbursement of hotel/hostel charges, expenses on breakfast/lunch/ dinner will be as per Government of India rules, as applicable from time to time.
- 34.7. For the quinquennial conference, unless the Governing Council decides otherwise, one other delegate of the university will be paid at the rates for the members of the Association.
- 34.8. Any of the provision aforesaid may be relaxed by the President.

**Visit Abroad**

- 34.9. TA/DA to the members of AIU delegation and the Secretary General AIU:
- Mode of travel: Journeys are to be performed by Air-India to the maximum extent. Journeys may be performed by Private Airlines in cases where the country to which the official has to go is not connected by Air-India/Indian Airlines or where there is a saving on passage costs.
  - Class of Travel: The members of the delegation and Secretary General, AIU are entitled to travel by Business/Club Class.
  - Daily Allowance: The rate of DA will be as prescribed by Govt. of India, Ministry of External Affairs from time to time. In case free boarding and lodging is provided 25% of daily allowance. In case free accommodation only 100% of daily allowance
  - Accommodation: Payment for hotel charges at the rates prescribed by the hotel(s) identified by the organizing committee may be allowed. Where the hotel charges include breakfast charges, the daily allowance shall be reduced by 10%.
  - Conversion rate: As prescribed by the Govt. of India, Ministry of External Affairs from time to time.
  - Other expenses: The expenses on local travel (within and out of country) airport tax and visa fee etc. will be on actual basis.

**Committee Meetings**

- 35.1. For Committees consisting of persons other than members of the Association constituted by the Association or the Governing Council TA (traveling allowance) shall be paid at the rate of Second Class AC/First Class railway fare each way plus halting allowance for days spent on business and time of travel according to Govt. of India practice.
- 35.2. Also members of the Sub-Committee may claim for local travel from/to airport/railway station/bus stand to/from place of stay on the basis of actual expenses incurred. If travelling by own car, road mileage may be claimed at the prescribed rate, as per rates prevailing in Government of India.
- 35.3. In case the train journey is likely to take more than 16 hours, air travel may be allowed.

**Journey by Staff Car**

- 36.1. When any member of the Association or the staff undertakes journey for a town other than his headquarters by the staff car on official business, he will be paid daily allowance (as incidental expenses for the journey) for a full day if the journey exceeds 6 hours and for half the day if the journey is less than 6 hours.
- 36.2. When a member of the staff undertakes a journey on official business using his own conveyance, he may be paid travelling allowance at the rates applicable to him for journey by rail.

**Staff Members**

- 37.1. Members of the staff of the Association shall be paid allowance for travelling on official business as per the Government of India Rules in this regard.
- 37.2. The sanction for International Travel for AIU staff may be approved by the President.
- 37.3. Secretary General is authorised to sanction air fare and higher class of rail travel to AIU Staff in special cases depending upon the nature of tour and urgency.
- 37.4. It is not necessary to enclose the air ticket along with the TA bills;

**Sanctioning Authority**

38. All journeys and TA & DA bills will be sanctioned and paid by the Secretary General.

**LEAVE RULES**

**Types of Leave**

39. Employees of the Association will be entitled to the following kinds of leave subject to such conditions as may be prescribed for each kind of leave.
- Casual Leave
  - Earned Leave
  - Half Pay Leave
  - Commutated Leave
  - Half Pay Leave-not-due

- vi. Extra-ordinary Leave
- vii. Maternity Leave/Paternity Leave
- viii. Study Leave
- ix. Duty Leave
- x. Special Casual Leave
- xi. Child Care Leave

- Casual Leave**
- 40.1. Casual leave may ordinarily be granted upto a limit of 08 days in a calendar year. However, in the first year of service, casual leave will be granted on pro-rata basis.
  - 40.2. Casual Leave to Officers and members of the staff may be sanctioned by the Secretary General or the officer designated for this purpose. A record of all casual leave shall be maintained in the office.
  - 40.3. Casual Leave will not be granted for more than eight days at a time.
  - 40.4. Casual Leave shall be admissible to both temporary and permanent employees of the Association. It cannot, however, be claimed as a right and may be refused in the interest of the office work nor shall it be granted in cases in which some other kind of leave is appropriate.
  - 40.5. Casual Leave shall not be combined with any other kind of leave.
- Earned Leave**
- 41.1. The Leave account of every employee (except those appointed against project or temporary posts, or appointed temporarily) shall be credited with Earned Leave in advance in two installments of 15 days each on the first of January and July every year.
  - 41.2. Leave at the credit of an employee at the close of the previous half year, shall be carried forward to the next half year, subject to the condition that the leave so carried forward plus the credit of the half year do not exceed the maximum limit of 240 days.
  - 41.3. Earned Leave shall be credited to the leave account of an employee at the rate of 2½ for each completed calendar month of service which he is likely to render in a half of the calendar year in which he is appointed.
  - 41.4. Credit for the half year in which an employee is due to retire or resign from the service will be afforded only at the rate of 2½ days per completed calendar month upto the date of retirement or resignation.
  - 41.5. When an employee is removed or dismissed from service or dies while in service, credit of earned shall be allowed at the rate of 2 days per completed calendar month upto the end of the calendar month proceeding the calendar month in which he is removed or dismissed from service or dies in service.
  - 41.6. If an employee avails of any extra-ordinary leave during the previous half year, then the credit will be reduced by 1/10 of the period of extra-ordinary leave rounded off to the nearest day, subject to a maximum of 15 days.
  - 41.7. Earned leave can be taken upto 120 days at a time and 240 days in the case of leave preparatory to retirement.
  - 41.8. An employee employed under any scheme/project/ plan-post/temporarily will be allowed the regular benefits of earned leave on completion of one year's satisfactory service. During the first year the rate of leave for such employees will be at the rate of 1/22 of the duty period.
  - 41.9. Where an employee not in permanent employment is appointed without interruption of service substantively to a permanent post, his leave account shall be credited with the earned leave which would have been admissible if his previous duty had been rendered as an employee in permanent employment diminished by any earned leave already taken.
- Half pay Leave**
- 42.1. Every permanent employee of the Association shall be entitled to half-pay leave at the rate of 20 days for each completed year of service which shall be credited in advance in two installments of ten days each on 1st January and 1st July every year. The leave for the part of the half years' service shall be credited on pro-rata basis.
  - 42.2. There will be no maximum limit either for the accumulation of half-pay leave or the amount of half -pay leave that can be availed of in one spell.
  - 42.3. Half pay leave may be granted on personal as well as on medical grounds.
- Commutated Leave**
- 43.1. Commuted Leave can be allowed on the basis of a medical certificate issued by a hospital/public dispensary/Registered Medical Practitioner provided that there is a prospect of the employee returning to duty on expiry of the commuted leave.
  - 43.2. The period of commuted leave shall be not more than half the number of days at the credit of the employee in his half -pay leave account. On grant of commuted leave, the half pay leave account shall be debited by twice the number of days of commuted leave.
  - 43.3. Commuted Leave during the entire service shall not exceed 240 days; however the total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days.
- Half Pay Leave Not Due**
- 44.1. Leave not due on half pay may be granted on the discretion of the sanctioning authority to a permanent employee on medical grounds only when other kind of leave is not due or is not admissible and only when there is a reasonable prospect of the employee returning to duty and



putting in sufficient service to wipe off the debit balance.

44.2. Leave not due shall be limited to the half pay leave that the employee is likely to earn on his return. If he does not return to duty on expiry of such leave the salary paid to him on account of such leave shall be recovered from him.

44.3. The total period of medical leave during the entire service of an employee shall be limited to 360 days, out of which not more than 90 days shall be permissible at a time

**Extraordinary Leave**

45.1. Extra ordinary leave may be granted in special circumstances only when no other leave is admissible or when, other leave being admissible, the employee applies in writing for the grant of such leave. Such leave shall be outside the leave account and shall not be debited to it. No pay or other benefits will be admissible during the period of extra ordinary.

45.2. The authority competent to sanction leave may grant extraordinary leave in combination with or in continuation of any leave that is admissible, and may commute retrospectively periods of absence without leave into Extra-ordinary Leave.

45.3. Extra-ordinary leave during the entire period of service of an employee shall not exceed five years.

**Maternity Leave/  
Paternity Leave**

46.1. All women employees other than part time and daily wages are entitled for maternity leave on full pay provided they have completed one year's continuous service and they do not have two or more living children.

46.2. Maternity leave will be on full pay. The period of maternity leave may extend upto 90 days from the date of its commencement. It may be combined with leave of any other kind but any leave applied for in continuation of maternity leave will be granted only if it is supported by a medical certificate from a competent medical authority.

46.3. Maternity leave not exceeding six weeks shall be granted in case of abortion induced under Medical Termination of Pregnancy Act, 1971.

**Study Leave**

47. Leave may be granted to a permanent employee on such terms as the Governing Council may by general order prescribe, to enable the employee to study scientific, educational or similar problems or to undergo special courses of instruction. Such leave is not to be debited against the leave account.

**Duty Leave**

48.1. The Secretary General may grant leave of absence "on duty" to members of the staff, upto 14 days in a calendar year, in connection with the following assignment:

- i. to conduct an examination of a university or a statutory board;
- ii. to deliver academic lectures;
- iii. to attend meetings of university/educational authorities;
- iv. to attend academic conferences;
- v. to conduct workshops at university centres and other institutions of higher education;
- vi. to attend court as an official witness.

48.2. Duty leave shall not be combined with any other kind of leave except holidays.

**Special Casual Leave**

49. Special casual leave will be granted as under:

a. For participation in sports and cultural activities of national or international importance.

b. For family planning:

i. In case of male employees who undergo Vasectomy operation under the Family Welfare Programme not exceeding six days.

ii. In case of female employees who undergo tubectomy operation not exceeding 14 days.

**Cash Payment in lieu of un-utilised earned Leave on Retirement**

50.1. Unless decided to the contrary, an employee will be entitled to cash equivalent of leave salary in respect of the period of earned leave at his credit at the time of retirement on superannuation, subject to the following conditions:

i. The payment of cash equivalent of leave salary shall be limited to a maximum of 300 days earned leave.

ii. The cash equivalent of leave salary thus admissible will become payable on retirement and will be paid in one lumpsum as a onetime installment.

iii. Cash payment under this order will be equal to leave salary as admissible for earned leave and dearness allowance admissible on the leave salary at the rates in force on the date of retirement.

50.2. An employee can also avail of a part of earned leave to his credit as leave preparatory to retirement. In that case he will be allowed benefit of these orders for the earned leave that remains to his credit on the date of retirement.

50.3. These provisions shall apply to cases of resignation or expiry of appointment or voluntary retirement also but shall not apply in respect of employees who are compulsorily retired or whose services are terminated.

50.4. The authority competent to grant leave shall have the authority to issue order granting cash equivalent of earned leave on retirement.

**Leave Compensation General**

51. Deleted.

52.1. Leave cannot be claimed as of right. The sanctioning authority will have the discretion to refuse,

**Provisions**

revoke or change the nature of leave of any description at any time.

- 52.2. The practice of availing full quota of casual leave before the end of the calendar year shall be discouraged
- 52.3. All applications for earned leave should be submitted at least a week before the date from which the applicant desires to proceed on leave.
- 52.4. Earned leave for short duration (especially for a period of less than five days) shall not ordinarily be entertained except on medical grounds or other special circumstances.
- 52.5. A leave account shall be maintained for each employee, from the date of his joining, in respect of earned leave and any other kind of leave for which he is eligible.
- 52.6. Every application for leave on medical grounds, for more than 10 days, shall be accompanied by a medical certificate. The submission of such a certificate shall not itself confer upon the employee any right to leave unless sanctioned by the competent authority. The said authority may at its discretion secure a second medical opinion and decide the case on merits.
- 52.7. An employee of the Association may be granted leave on medical certificate for twelve months on half average pay during the entire period of his service.
- 52.8. No one who has been granted leave on medical certificate may return to duty without first producing such medical certificate of fitness as the authority who granted leave may require.
- 52.9. An employee who remains absent on the expiry of his leave shall not, unless the competent authority otherwise directs, be entitled to any pay and allowances for the period of such absence. He will be deemed to have resigned from service of the Association if the period of such absence exceeds 30 days.
- 52.10. Whenever an employee proceeds on leave, he shall intimate his contact address to the office.

**Authority to Sanction Leave**

53. The Secretary General shall be the authority to sanction all leave except study leave which shall be sanctioned by the Standing Committee. Leave to the Secretary General shall be granted by the Standing Committee.

**OTHER STAFF BENEFITS****Travel Concession for Journeys to Home Town**

54. All employee of the Association will be entitled to travel concession for journeys to home town subject to the following conditions:
- i) The leave travel concession to hometown shall be admissible irrespective of the distance of the hometown of the employee from the place of duty.
  - ii) The employee must have completed one year of continuous service on the date of journey by him or members of his family.
  - iii) The concession is ordinarily admissible for the journey performed during regular or casual leave for period not less than 8 days.
  - iv) The class of accommodation will be decided by the class to which an employee is entitled under the TA rules.
  - v) The employees are entitled for assistance by the shortest route calculated on a "through" ticket basis. The "shortest route" for the purpose of the Leave Travel Concession scheme will be the same as recognized under the travelling allowance rules for travel on duty.
  - vi) The Journey should be to the home town and back but it need not necessarily commence from or end at the headquarters of the employee either in his own case or in the case of members of his family. The concession admissible will, however, be the amount admissible for the journey performed between the headquarters and the home town.
  - vii) The concession will be admissible only once in two calendar years.
  - viii) If an employee of the Association and/or members of his family travel by road or steamer or air between points connected by railway, the Association's assistance will be equivalent to what would have been admissible had the journey been performed by rail at the entitled class or actual expenses, whichever is less. In case such a journey is performed by private car, the cost of propulsion being borne by the employee of the Association himself, no scrutiny of actual expenses will be made.
  - ix) The concession is restricted to journeys within India.

**Travel Concession to any place in India**

- 55.1 Every employee who has completed a year's service and is likely to continue in service for a period of four years is entitled to avail leave travel concession once in a block of four calendar years for journey to any place in India, the first block being 1974-77.
- 55.2. An employee can enjoy this concession in lieu of any of his two journeys to home town, in a block of four years i.e.:
- i. He can have two concessions to his home town ;or
  - ii. He can have one journey to home town and one to any place in India in the two block of two

calendar years each.

55.3.If this concession is not availed of in any block of four years, it may be carried forward to the first year of the next block of four years.

**Medical  
Facilities**

56.1 Subject to such rules as may be prescribed by the Ministry of Health and Family Welfare and/or the Directorate General of Health Services from time to time, all employees of the Association, eligible under the rules, may join the Central Government Health Scheme in which case they would be entitled to medical facilities under the scheme. The contributions for joining the scheme will be paid by the Association.

56.2. Employees who are residing in areas not served by dispensaries functioning under the Central Government Health Scheme and who are therefore not beneficiaries of the scheme or who opt out of or remain out of the said scheme because the organization by itself withdrew from it, shall be entitled to the reimbursement of expenses incurred by them on their own and/or their dependents' medical treatment at the rates approved by the Standing Committee.

**Provident  
Fund, Family  
Pension and  
Gratuity  
Schemes**

57.1. There shall be a recognised Contributory Provident Fund and Employees' Family Pension Schemes for the benefit of the employees of the Association. The rules governing these schemes may be approved, altered and amended by the Standing Committee.

57.2. There shall be a Gratuity Fund for the Benefit of the employees as per the scheme and rules approved by the Standing Committee.

**Advances**

58. 1 Advance may be sanctioned to a permanent employee upto a sum of Rs.10,000 in case of officers and Rs. 5,000 for others subject to a ceiling of three months basic pay, for the following purposes:

i. *Medical attendance and treatment*

ii. Marriage advance

ii. *Maternity expenses*

iv. Advance in case of death in the family

v. *Purchase of T.V., Refrigerator, etc.*

vi. For meeting religious expenses in connection with any ceremony

58.1.a Employees sanctioned advance under Bye-law 58.1 would be required to provide:

a) surety of one AIU employee who is a permanent employee; and

b) give an undertaking that the amount of advance out-standing together with interest thereon could be recovered from the gratuity, if any, payable to the employee, if the circumstances so demand.

58.1(b). No advance under Bye-law 58.1 can be sought until the earlier advance taken, together with interest due thereon, has been fully repaid.

58.2. Permanent employees who have put in not less than five years' service shall be entitled to a conveyance advance as per a scheme formulated by the Standing Committee.

58.3. Permanent employees who have put in not less than seven years' service shall be entitled to the grant of House Building Advance as per a scheme formulated by the Standing Committee.

58.4. The authority to grant such advances to the Secretary General shall be the Standing Committee, to other officers, the President and to other employees, the Secretary General.

**OFFICE BYE-LAWS**

**Days of work**

59.1. The office of the Association shall be open daily for the transaction of business according to such schedule of time as may be decided upon by the Secretary General from time to time.

59.2. Saturday, Sundays and gazetted holidays shall be holidays for the office. The office may be closed for a day or a part of a day on particular occasion at the discretion of the Secretary General provided that arrangements are made for the transaction of urgent business.

**Attendance**

60.1 No member of the staff shall be absent without leave. Absence without leave may entail forfeiture of pay. Members of the staff are requested to get their leave sanctioned prior to the availing of the same.

60.2. All members of the staff, other than the Divisional-in-Charge and Heads of Divisions shall sign on attendance register which shall be regularly submitted to an officer designated by the Secretary General for this purpose.

60.3. For each late attendance, the staff member will forfeit half a day's casual leave or a day's earned leave. The Officer responsible for looking after the attendance in the Office shall be empowered to condone late attendance upto an hour on not more than two occasions in a month if such late attendance is explained to his satisfaction.

**Compensatory  
Leave/  
Allowance**

61.1 An employee, who is required to attend office on a holiday, is entitled to avail compensatory leave in lieu thereof, ordinarily within 2 months. The compensatory leave must be got sanctioned in advance before it is availed.

**Late sitting**

61.2 Whenever an officer or staff member is on duty, whether in office or outside, on a closed day

**Compensation**

and does not claim compensatory leave, he may be paid holiday compensation at the following rates to cover his conveyance and other expenses at the following rates provided the employee does not avail compensatory leave as mentioned in 61.1 above:

Category	Rates
Group A	`375/-
Group B	`300-
Group C	`225
Group D	`150

61.2.ii. Whenever an employee of Group C and Group D category, residing in the AIU campus is called upon to perform duty on holiday, he/she may be paid compensation at the following rates provided the employee does not avail compensatory leave as mentioned in 61.1 above:

Category	For 8 hrs	For more than 8 hrs.
Group C	Rs. 150/-	Rs.225/-
Group D	Rs. 120/-	Rs.150/-

Staff working for less than 4 hours will be paid at half of the above rates.

61.2.iii. With the approval of the Secretary General/Divisional Head in the prescribed form, an employee who is required to perform duty beyond normal working hours on a working day, will be paid compensation to cover incidental expenses at the following rates:

Category	Upto 3 hrs.	Beyond 3 hrs.
Group A	`100 /-	`120/-
Group B	`75/-	`100/-
Group C	`60/-	`75/-
Group D	`40/-	`60/-

No compensation will be paid for the first one hour of duty either before 9.00 am or after 5.30 pm.

**Communication** 62. Deleted  
**to Employees on Duty**

**Receipts & Despatch**

- 63.1. The dak of the office shall be opened by an officer designated by the Secretary General for the purpose. The officer concerned shall initial and date the communications received.
- 63.2. The dak shall be entered in a register and distributed to the divisions concerned. The dealing hands shall put up the receipts with connected papers for orders or for disposal.
- 63.3. The office shall maintain a dispatch register wherein shall be noted the number of the communications, the name of the party addressed, the abstract of the contents and the value of the stamps used for each communication.
- 63.4. A separate stamp account for the postage stamp/franking machine used shall be maintained and shall be put up to an officer designated by the Secretary General for this purpose for verification once a month.
- 63.5. Paper when finally disposed shall be docketed and shall be stitched up and kept separately in the records. The docket shall show on top of it the serial number of the record, the subject matter of the file, the date of last disposal and the period for which such paper shall be preserved.

**Filing System**

- 64.1. The Office of the Association shall maintain all such records registers as are necessary for the smooth transaction of business of the Association.
- 64.2. A complete record of files opened during any calendar year will be kept in a separate file register. Every new file opened will be given the file number, and a subject allotted to it for making an entry in the register. Individual file titles should be given on each file.
- 64.3. Omnibus files cutting across long years should not be allowed to be maintained.
- 64.4. Each file should be numbered according to the subject to which it relates and files be sub-divided into policy files and sub-files. A file number may consist of
  - a. Prefix-which is an abbreviation of the Division;
  - b. Serial Number of the file under a particular subject heading;
  - c. A suffix which is an abbreviation of the subject heading;
  - d. Year of opening of the file. For example as per this procedure, the files of the Meeting Division relating to various meetings conferences will be numbered as follows:
    - i. Meet/1/Conf/85 - Meeting & Conference Policy
    - ii. Meet/1/1/Conf/85 - Conference at Kanpur
    - iii. Meet/1/2/Conf/85 - Conference at Annamalainagar
    - iv. Meet/1/3/Conf/85 - Training Conference
    - v.

**Old Records**

- 65.1. Old files will be kept serially arranged by the section concerned for not more than two calendar years. Thereafter those will be transferred to the Record Room.
- 65.2. There shall be maintained in each section a record register wherein shall be entered, year-wise

and subject-wise, all files transferred to Record Room.

65.3. Old records will be examined by the Divisional Incharge concerned for destruction at any appropriate time. Details of records weeded out for destruction will be entered in the register prescribed for the purpose.

65.4. Records shall not prematurely be destroyed nor kept for longer period than necessary.

65.5. Care will be taken to see that files containing papers which are important or likely to become important in future as a source of information on any aspect are not destroyed.

65.6. Old book covers file boards and file covers should be utilised in the office for binding purpose. The old waste paper, newspaper and books shall be disposed of through open sale.

#### **Staff Car**

66.1. The Staff Car shall remain under the administrative control of the officer designated for the purpose by the Secretary General.

66.2. All entries relating to the journeys performed by the staff car will be made in ink by the Officer (except in the case of the President/VCs/Secretary General) using the staff car, showing the mileage at the start and at the completion of the journey. The Officer will also give sufficient particulars to indicate the nature of the journeys performed on official business.

66.3. Restricted use of the staff car on personal grounds by the officers and the staff members may be allowed in exceptional cases on the authority of the Secretary General.

66.4. Complete record of repairs and replacements carried out shall be maintained. A register showing the petrol drawn and consumed will also be maintained.

66.5. The log book will be preserved for a period of ten years from the date of the last entry.

66.6. When there is no clear rule laid down in AIU bye laws on a particular matter, the relevant rules of the Govt. of India may be adopted after the approval of the Governing Council.

#### **AIU Library**

67.1. The library shall be open to the members and the staff of the Association. Other persons may also be allowed this privilege on an application by the Secretary General.

67.2. All loans shall be for a period of one month only.

67.3. It shall operate a postal lending service for the members of the Association. Books shall be sent and received by registered post only. Expenses incurred while sending the books shall be borne by the Association, while those incurred on their return shall be borne by the borrowers.

67.4. Books lost or damaged shall have to be replaced or paid for. In case of damage to or loss of a volume of a set, the whole set shall be replaced or paid for.

67.5. Scholars working in other institutions can make use of the collection of the library through the instrument of the Inter-Library Loan. As in case of the postal lending service, the books shall be sent and received by registered post only, and the expenses shall be shared by the Association and the borrowers.

67.6. Reference books and loose issues of periodicals shall not be issued.

#### **Miscellaneous**

68.1. The Secretary General shall have the power to delegate his authority (other than that relating to issues specified by the Standing Committee) under these Bye-laws to any other officer.

68.2. In case of emergency, the Secretary General shall take suitable action and report it to the President immediately and the appropriate authority at the next meeting.

68.3. The President shall have the power to delegate his authorities under these Bye-laws to any other officer.

68.4. If the President is of the opinion that immediate action is necessary on any matter, the President shall take such action as he deems fit and shall report the same for approval at the next meeting of the Standing Committee/General Body, who in the ordinary course, would have dealt with the matter.

68.5. These Bye-laws shall replace all corresponding Bye-laws adopted earlier.

68.6. When there is no clear rule laid down in the AIU Bye-laws on a particular matter, the relevant rules of the Government of India may be adopted after the approval of the Standing Committee

## Chapter 5 GRATUITY RULES

<b>Title and applicability of these rules</b>	<p>1.a. These rules shall be called 'AIU GRATUITY RULES' and shall come into force with effect from the 10th July, 1975. The existing employees shall be deemed to have been covered by these rules from the commencement of their service in the AIU so far as accrual of benefits under these rules are concerned.</p> <p>Provided so far as gratuity contribution as provided in Rule IV (b) is concerned, it shall be recoverable in all the existing (as on 1.4.1974) 'deputation cases' from the dates of their proceedings on deputation.</p>
<b>Definitions</b>	<p>1.b. These rules shall also apply to the Secretary General subject to 'proviso' under 2(iv).</p> <p>2. i. <b>Continuous Service</b> An employee shall be deemed to be rendering continuous service for the purposes of these rules so long as:</p> <ul style="list-style-type: none"><li>a. he holds or retains lien on any permanent post in the Association; or</li><li>b. no break in his service in the AIU occurs if he is a temporary employee; or</li><li>c. gratuity, leave salary and provident fund contributions (including interest due thereon for delayed payments) are paid to the Association in respect of its employees on deputation or on 'foreign service' elsewhere.</li></ul> <p>ii. <b>Emoluments:</b> Emoluments for the purpose of these rules in respect of an employee shall mean: The basic pay of the employee in a regular time-scale attached to the post in the Association. Provided, however, that, in the case of employees who were appointed in AIU and confirmed prior to 20.12.91 'emoluments' for the purpose of these rules, shall mean: The basic pay of the employee in a regular time scale attached to the post in the Association and the dearness allowance drawn by the employee. However, all allowance of reimbursery nature e.g. special allowance for any special nature of work, house-rent allowance, conveyance allowance, city compensatory allowance, cash allowance, overtime allowance, active duty allowance, children education allowance, permanent travelling allowance, charge allowance etc. or any other amount personal to that employee shall not be taken into account for the purposes of these rules. Provided that in the case of an employee officiating in a higher post in the Association, benefit of officiating basic pay and qualifying allowances attached thereto in respect of such higher post held by him on the date of his demise or on the date of his quitting service of the Association would be given if he had officiated in such higher post for a continuous qualifying period of not less than two years. Further, if such an employee has non-intermittently officiated in more than one higher post in the Association for a continuous qualifying total period of not less than two years, notional basic pay and qualifying allowances attached thereto in respect of any one of such higher posts in the Association in which he rendered maximum period of continuous qualifying service will be taken into consideration.</p> <p>iii. <b>Temporary Employee</b> An employee who :</p> <ul style="list-style-type: none"><li>a. does not hold lien on any permanent post in the Association; or</li><li>b. is appointed by the Association under any scheme or project entrusted to it for execution; shall be a "temporary employee" for the purposes of these rules.</li></ul> <p>iv. <b>Qualifying Service</b> Qualifying Service means:</p> <ul style="list-style-type: none"><li>a. i. Continuous period of duty in or against a permanent post held substantively in the Association</li><li>ii. One half of the continuous period of duty as "temporary employee" if it is followed by continuous qualifying service of less than 3 years in a substantive appointment on a permanent post in the Association.</li><li>iii. entire continuous period of duty as temporary employee if:<ul style="list-style-type: none"><li>a. it is <i>either followed by continuous qualifying service exceeding 3 years in a substantive appointment on a permanent post in the Association.</i></li><li>b. <i>or is not less than the periods stipulated in proviso (iv) and (v) under Rule 3.</i></li></ul></li></ul> <p>[Note: The gratuity contribution payable for any month under these rules, shall be paid within fifteen days of the end of such month failing which an interest at 12% p.a.(rounded off to the nearest rupee) shall have to be paid to count the concerned period as qualifying service.</p> <ul style="list-style-type: none"><li>b. Periods spent on 'foreign service or 'deputation' with any other organisation provided gratuity contribution at 11% of his basic pay (rounded off to the nearest rupee) in the borrowing office is either paid by the concerned employee or by his borrowing office in</li></ul>

the 'AIU Gratuity Fund' for all such periods;

- c. All periods of casual leave, quarantine leave, disability leave and forced leave, etc. which are otherwise treated as duty under service rules;
- d. Regular leave, study leave and maternity leave (not more than twice during the entire service in the Association) generally in conformity with the rules of the Government of India, as may be sanctioned by the Association;
- e. Extraordinary leave subject to the Rule 4C.

Provided however that in case of the Secretary General, no period of qualifying service would be necessary.

Note: 1. In case of employees of the Association proceeding on leave as envisaged in clauses (c) to (e) above while on foreign service/deputation' with other organisation, gratuity contribution shall continue to be paid according to clause (b) above even for these leave periods.

2. Gazetted holidays and sanctioned restricted holidays at any of the ends of any spell of qualifying service shall also count as qualifying service.

v. Month

Month, for the purposes of these rules, shall commence on the date on which the occasion to count such period occurs and shall end in the succeeding month on the date preceding the date of the previous month on which such occasions to count the period arose:

Provided that if such an occasion arose in any case in the afternoon, the month shall commence on the next date and shall correspondingly end in the succeeding month accordingly.

Example: 'A' assumed charge on the afternoon of 10 Feb.1974. The month will commence on 11 Feb. 1974 and end on 10th March, 1974.

Provided where two or more spells partly consist of days and total of days of all spells exceeding 26 days, each period of 26 days would be counted as one month.

vi. Year

Year for the purposes of these rules shall commence on the date on which the occasion to count such period occurs and shall end in the succeeding year on the date preceding the date on which the occasion to count such period arose:

Provided that if such an occasion arose in any case in the afternoon, the year shall commence on the next date and shall correspondingly end in the succeeding year accordingly.

Example: 'A' assumed charge on the afternoon of 10th Feb.,1974. The year will commence on 11th Feb., 1974 and end on 10th Feb., 1975:

Provided where two or more spells consist of months and the total of months of all such spells exceeds 12 months, each period of 12 months would be counted as one year.

### **Who gets the Gratuity**

3. All the employees of the Association who after the enforcement of these rules:

- a. quit the service of the Association for reasons other than misconduct, misdemeanor, inefficiency or imposition of penalty according to rules by competent authority; or
- b. expire while in the service of the Association:

shall be entitled to benefit under these rules.

Provided -

- i. no regular permanent employee who has not put in continuous and qualifying period of service which would entitle him to payment of Association's full share of contribution to his provident fund a/c; or
- ii. no employee who is on 'foreign service' term with the Association; or
- iii. no temporary employee who himself quits the service of the Association before putting in qualifying service of 5 years; or
- iv. no employee who is on 'deputation' with the Association; or
- v. no employee who is appointed to fill a leave vacancy; or
- vi. no temporary employee who has to quit the service of the Association before completing qualifying service of 4 years because his post is abolished or his services are terminated as a measure of economy or because he is declared surplus; or
- vii. no employee who is appointed on part time basis or on ad-hoc basis; shall be entitled to any benefit under these rules except as specifically provided in rules 5 hereinafter.

### **Creation of Gratuity Fund**

4.i. To meet the liability under this scheme, the Association shall create 'AIU Gratuity Fund' and to it shall be credited:

- a. every month 1% of salary bill (rounded off to nearest rupee);
- b. all gratuity contributions (including interest due thereon for delayed payments) recovered in respect of employees of the Association on deputation or foreign service elsewhere;
- c. an employee on extra-ordinary leave could get that leave period counted as 'qualifying service' by paying 2% of his basic pay drawn by him provided the payment is made within one month of rejoining duty on the expiry of the leave; and
- d. interest earned on deposits made from the AIU Gratuity Fund.

- Entitlement**
- ii. The amounts in 'AIU Gratuity Fund' may be placed in separate account or invested in long-term deposits with a nationalised bank.
  5. Strictly subject to all the limitations laid in the provisions of these rules:
    - i. every regular permanent employee on quitting service of the Association shall be paid a gratuity equal to 1/8th of his emoluments for every completed three months of his continuous qualifying service. Emoluments would be calculated by dividing monthly salary by 26 and consequently each month would consist of 26 days.
    - ii. in case of death of a regular permanent employee while in service of the Association, the gratuity shall be paid to his nominee entitled to receive balance in his provident fund account and such gratuity shall not be less than the amount arrived at by multiplying his emoluments by the completed number of years of continuous qualifying service; and
    - iii. in case of the temporary employees of the Association their gratuity entitlement in the circumstances as envisaged in rule 5(i) and (ii) above, shall be only 50% of the amount of the gratuity determined under rule 5(i) and (ii) above.
- Provided that in no case the total amount of gratuity under these rules shall exceed 16½ times of his emoluments or Rs.3.50 lacs whichever is less.
- Note:** The gratuity so calculated shall be rounded to nearest rupee.

**Death Gratuity** 6. Death Gratuity is admissible in the case of death in service of an employee at the following rates:

Length of Service	Rate of Gratuity
i. Less than one year	2 times of emoluments
ii. One year or more but less than 5 years	6 times of emoluments
iii. 5 years or more but less than 20 years	12 times of emoluments
iv. 20 years or more	Half of emoluments for every completed 6 monthly period of qualifying service subject to a maximum of 33 times emoluments provided that the amount of Death Gratuity shall in no case exceed Rs. 3.50 lacs whichever is less

**Gratuity Fund Trustees** 7. The funds shall vest in a Board of Ex-Officio trustees consisting of the Chairman, the Secretary General and one of the Deputy Secretaries nominated by the Chairman. In case of any dispute or difference of opinion, concurrence of at-least two trustees is essential.

**Who to Sanction** 8. The gratuity under these rules shall finally be sanctioned by the Chairman on the eligibility report from Finance Division and on the recommendations of the Trustees.

**Bank Accounts** 9. The Bank a/c of the Gratuity Fund, shall, as usual, be operated by the Secretary General of the AIU.

### Chapter 6 Provident Fund Rules

(Approved by Regional Provident Fund Commissioner, New Delhi, vide letter No. E/EL-3897/3438 dated May 13, 1981 and No. 31658 dated February 15, 1982)

**Instrument** This INSTRUMENT OF TRUST, executed by the Association of Indian Universities, hereinafter called the 'Association' of the FIRST part and the 'TRUSTEES' as constituted under these rules of the SECOND Part.

WHEREAS the Association established its own Provident Fund entitled "ASSOCIATION OF INDIAN UNIVERSITIES PROVIDENT FUND" ever since the inception of the Association by the Government of India in the year 1925 for the benefit of members of its staff comprised of permanent and other employees.

WHEREAS the parties have appointed Trustees to administer the said Fund.

WHEREAS the Fund has been recognised by the Income-Tax authorities—'Regional Provident Fund Commissioner'.

WHEREAS the terms and rules of the said Provident Fund are to be reduced in writing.

WHEREAS all the employees who have joined the Fund have consented to the terms of this Instrument.



AND WHEREAS all the parties hereto have agreed to execute this INSTRUMENT.

NOW this Instrument witnesseth and declares as follows:

**Fund**

1. The Fund shall be called the "ASSOCIATION OF INDIAN UNIVERSITIES PROVIDENT FUND"
2. These rules shall be deemed to have come into operation on 1st April 1933.
3. WHEREVER the singular is used in the rules the same shall be constructed as including the plural and the masculine gender shall include the feminine gender.

**Definition**

4. In the rules the following expressions shall unless excluded by or repugnant to the context, have the meaning hereinafter attached to them namely:

- a. "Association" means the "Association of Indian Universities"
- b. "Salary" for the purpose of these rules will mean basic wages which are earned by an employee's while on duty or on leave or wages in accordance with the terms of contract of employment and which are paid or payable in cash and will include D.A., A.D.A. and retaining allowance, if any, for the time being payable to each employee (cash payments by whatever name called paid to an employee on account of rise in the cost of living) but will not include cash value of food concessions, house rent allowance, overtime allowance, bonus, commission or any other similar allowances.
- c. "Employee" means any person who is employed for wages in any kind of work, manual or otherwise, in or in connection with the work of Association and who get his wages directly or indirectly from the Association and includes any person employed by or through the contractor in or in connection with the work of the Association.
- d. "Fund" means "THE ASSOCIATION OF INDIAN UNIVERSITIES PROVIDENT FUND".
- e. "Family" means:
  - i. in the case of a male member, his wife, his children, whether married or unmarried, his dependent parents and his deceased son's widow and children;
  - ii. in the case of a female member, her husband, her children, whether married or unmarried, her dependent parents, her husband's dependent parents and deceased son's widow and children.

- f. "Member" means any employee of the Association whose application for membership in the Fund has been accepted by the Trustees and who contributes to the Fund.

Every employee appointed by the AIU or employed in connection with the work of the AIU other than the excluded employee shall be entitled to become a member of the Fund from the day of joining the Association.

A member shall continue to be a member until he is allowed under the rules to withdraw the amount standing to his credit in the Fund or is covered by exemption under the provisions of the 1952 Act.

If any dispute arises whether a member is entitled or required to become or continue as a member, the decision of the Regional Provident Fund Commissioner shall be final.

- g. "Net profit" means the gross earnings of the Fund howsoever derived less all losses, costs, charges, claims and expenses incurred on account of the Fund.
- h. The "accumulated balance due" to an employee means the balance to his credit or such portion thereof as may be claimable by him under the regulations of the Fund, on the day he ceases to be an employee of the employer maintaining the Fund.
- i. "Rules" means the rules and regulations of the Fund for the time being in force.
- j. "Trustees" means the trustees of the Fund for the time being.
- k. "Excluded Employee" means an employee who, having been a member of the fund, withdrew the full amount of his accumulations in the Fund under clauses (a) or (c) paragraph 17 of these rules.
- l. "Continuous Service" means uninterrupted service and includes service which is interrupted by sickness, accident, authorised leave, strike which is not illegal, or cessation of work not due to the employee's fault.

5. The Fund shall be governed by the Rules.

**Subscriptions**

6. Every employee (eligible) shall subscribe to the Fund @12% of his basic wages DA, ADA and retaining allowance, if any, for the time being payable to each employee. He shall continue his subscription to the Fund until the date on which he is permitted by the Association to retire from its service. Every employee who has become a member shall be subject to the rules and shall subscribe to an agreement in the prescribed form.
7. The rules or any of them may at any time be altered or abrogated or new rules substituted or created by the Trustees and every such alteration, abrogation or substitution or new rule shall unless otherwise stated in the resolution, have effect from the date thereof, provided always that these powers shall not be exercised in contravention of the relevant provisions of the Indian Income-Tax Act, 1961/Employees Provident Fund & Miscellaneous Provisions Act, 1952 and the rules made thereunder, and provided further that no such alteration, abrogation or substitution or new rules shall be effective unless intimation thereof shall have been previously given to the Commissioner of Income-Tax, Delhi/Regional Provident Fund

Commissioner, New Delhi. Every such alteration, abrogation or substitution or new rule shall be binding upon all members and a copy of every such alteration, or substitution or new rule or notice of the abrogation of any rule shall immediately, after the approval thereof by the Commissioner of Income-Tax/ Regional Provident Fund Commissioner as herein before provided, be forwarded to every member.

**Trust**

8. The Fund shall be constituted under a Trust which shall not be revocable except with the consent of all the beneficiaries. The Fund shall be vested in the Trust of six persons, three of whom shall be of employer's representatives and other three employees' representatives. The employers' representatives will be nominated by Employer and employees' representative will be elected by the members of the Fund. The employees' representatives shall be elected in the presence of a representative of the Regional Provident Fund Commissioner. Whenever the number of trustees fall below four, the necessary appointment to bring the number up to six shall be made. The Trustees shall act without remuneration for their services.

**Interpretation**

9. In case of any dispute or doubt the matter will be referred to the Regional Provident Fund Commissioner whose decision in the matter will be final and binding on all.

**Annual Return**

10. Any abstract for the financial year or other applicable accounting period of the individual account of each employee participating in a recognised fund shall be furnished by the trustees to the Income-Tax Officer of the area in which the employer conducts his business, profession or vocation.

11. Any member whose service is terminated for whatever cause and who subsequently re-enters the service of the Association and becomes again a member of the fund shall not (except as hereinafter mentioned) be entitled to reckon his previous service with the Association as service for the purpose of membership of the Fund.

**Contribution**

12.a. Contributions by member shall be at a uniform rate of 12% of salary per month, which shall be deducted from each member's salary on the pay day and shall be paid by the Association to Trustees and credited to the member in column 3 of his account.

b. The deductions made from the salary shall be rounded off to the nearest quarter of a rupee.

13. The Association will on the pay day of each month pay to the Trustees a sum which shall be equal to the aggregate contributions of all the members during the month.

14. On the death of a member before the amount standing to his credit has become payable or where the amount has become payable before payment has been made:

i. if a nomination made by the member in accordance with paragraph 61 of the Employees' Provident Fund Scheme, 1952, subsists, the amount standing to his credit in the Fund or that part thereof to which the nomination relates, shall become payable to his nominee or nominees in accordance with such nomination; or

ii. if no nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall become payable to the members of his family in equal shares: Provided that no share shall be payable to :-

a. sons who have attained majority;

b. sons of a deceased son who have attained majority;

c. married daughters whose husbands are alive;

d. married daughters of a deceased son whose husbands are alive; if there is any member of the family other than those specified in clauses (a), (b), (c) and (d): Provided further that the widow or widows, and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the members and had not attained the age of majority at the time of member's death.

iii. in any case, to which the provisions of clauses (i) and (ii) do not apply the whole amount shall be payable to the person legally entitled to it.

**Explanation**

For the purpose of this paragraph a member's posthumous child, if born alive, shall be treated in the same way as a surviving child born before the member's death.

15. All moneys contributed to the Fund whether by the employer or employees or accruing by way of interest or otherwise shall be invested in Government securities as per prescribed pattern of the Central Government from time to time.

16. The Fund shall consist of contributions as above specified received by the trustees or accumulations thereof, and of interest (simple and compound), credited in respect of such contributions, and accumulations, and of securities purchased therewith and of no other sums.

17. An employee shall be entitled to receive all deposits to his credit including the contribution made by the AIU and credited or due to be credited in column 4 of his account:

a. if he resigns the service of the AIU after putting in at least 3 years of service;

b. if he resigns on account of disablement, illness or old age or for other reasons which seem adequate to the trustees;

- c. if the services of the employee are dispensed with on account of any reduction in establishment.
18. An employee who resigns his appointment earlier than three years of service shall receive:
    - i. his own contribution and interest thereon in full and 25% of contribution made by the AIU if he resigns the service after putting in atleast six months.
    - ii. his own contribution and interest thereon in full and 40% of contribution made by the AIU, if he resigns the service after putting in atleast two yars' continuous service.
  19. In the event of the death of any member while in the service of the Association, the trustees shall hold the amount then credited or due to be credited to his account with the Fund including the Association's contributions upon trust for such persons as shall have been nominated or appointed by such member in accordance with the rules hereinafter contained.
  - 20.i. Each member shall make a declaration in the prescribed form conferring a right to receive the amount that may stand to his credit in the Fund in the event of his death provided that such nomination shall cease to be valid forthwith if the member subsequently acquires a family in which event the said member shall make a fresh nomination nominating a member of his family.
    - ii. The member may, in his nomination, distribute the amount that may stand to his credit in the Fund amongst his nominees at his own discretion so as to cover the whole amount.
    - iii. Any nomination made under clause (i) may at any time be modified by a member after giving a written notice to the Association of the intention to do so provided that when a member has a family he shall not be entitled to make any such modification in favour of a person who is not a member of his family.
  21. If any person who shall have been nominated by the member shall at the time of his nomination be a minor or under disability to give a legal receipt or discharge to the trustees, the member must at the same time of such nomination as aforesaid appoint a person of full age who is capable of giving a legal receipt and discharge and to whom the amount standing to the credit of the members to be paid for behalf of the person so nominated as aforesaid so long as he shall be a minor, or under disability and the receipts of the said person of full page in respect of a payment made to him during the minority or disability of the person so nominated as aforesaid shall be a good discharge to the trustees.
  22. The full amount standing to the credit shall be payable immediately on retirement on attaining the age of superannuation, death, or total invalidation. The full amount of credit shall become payable in the case of discharge on account of any retrenchment or transfer of the office which prevents the incumbent from continuing in service.
  23. On the death of a member the full amount standing to his credit in the fund irrespective of the period for which the member may have served, after making any deduction authorised, shall become payable as under:
    - I. When the member leaves a family:
      - A. If a nomination made by a member in accordance with these provisions in favour of a person or persons belonging to his family subsists the amount as stated above or the part thereof to which the nomination relates shall become payable to the nominee or nominees in the proportion specified in the nomination.
      - B. If no such nomination in favour of a person or persons belonging to the family of the member subsists or if such nomination relates only to a part of the amount standing to his credit in the fund, the whole amount or part thereof to which the nomination does not relate, as the case may be shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a person belonging to his family, become payable to the persons belonging to his family, according to the rights under the personal law applicable to the member.

Provided that no share be payable to:

    - i. sons who have attained majority; and
    - ii. married daughters whose husbands are alive; if there is any member of the family alive other than those specified in clauses (i) and (ii).
    - II. When the member leaves no family
      - A. If the nomination made by him in accordance with these provisions in favour of any person or persons subsists, the amount as stated above or the part thereof to which the nomination relates shall become payable of his nominees in the proportion specified in the nomination.
      - B. If no nomination is made in accordance with these provisions subsists, the amount as stated above shall become payable to the person or persons entitled under law to the same in the death of the member.
    - III. Any person claiming payment of a part or whole of the amount standing to the credit of a member, shall prove, to the satisfaction of the Association, his identity as a nominee or his right to claim the same (as an heir of the members or a member of his family) and shall produce if required, probate, letters of administration or a succession certificate to prove his claims.

24. In the event of any member failing to appoint a nominee (and if necessary a person to receive on behalf of the nominee), the amount to the credit or due to the credit of such member shall at his death lapse absolutely to the Fund, provided that it shall be in the discretion of the trustees to grant the whole or any part of such amount to the execution or administrators of such deceased member or to any relative or dependent of such deceased member whose circumstances appear to the trustees to warrant concession

#### **Withdrawals**

25.1. Withdrawals by employees may be allowed by the trustees of the Provident Fund in the following circumstances:

- a. to pay expenses incurred in connection with the serious or prolonged illness of the employee or a member of his family;
- b. to pay for the cost of passage to a place out of India of an employee or any member of his family;
- c. to pay expenses in connection with marriages, funerals or ceremonies, Post Matriculation Education of children of Members which by the religion of the employee it is incumbent upon him to perform;
- d. to meet the expenditure on building or purchasing a house/flat and/or a site for a house. Provided that in the case of an employee whose income under the head 'Salaries' does not exceed Rs.3,600 per annum the trustee may, in their discretion, waive the condition that such house or site shall be assigned to them and instead require as a condition that the employee shall not encumber or alienate the property in any manner.
- e. to pay premia on policies of insurance on the life of the employee or his wife provided that the policy is assigned to the trustees of the fund or at their discretion deposited with them and that the receipts granted by the insurance company for the premia are from time to time handed over to the trustees for inspection by the Income Tax Officer.
- f. to meet the cost of legal proceedings instituted by the employee for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty or to meet the cost of his defence when he is prosecuted by the employer in any court of law in respect of any official misconduct on his part;

Provided that the advance under this clause shall not be admissible to an employee who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against employer in respect of any condition of service or penalty imposed on him.

2. For the purpose of sub-rule (1) "Family" means as defined in these rules.

#### **Conditions for withdrawals**

26.1. The withdrawal in connection with expenses on marriages as specified in clause (c) of sub-rule (1) of rule 25 shall not exceed six months' salary or the total of the accumulation of exempted contributions and exempted interest lying to the credit of the employee, whichever is less.

2. The withdrawal for the purpose specified in clause (d) of sub-rule (1) of rule 25 shall be subject to the following conditions:

- i. The amount of withdrawal shall not exceed the "salary" for 24 months or the member's share of contributions, together with that amount of the employer's share admissible under rules had the member been allowed to withdraw his accumulations on the date of authorisation of payment with interest thereon or the actual cost towards the acquisition of the dwelling site or the purchase of the dwelling house/flat or the construction of the dwelling house, whichever is the least;
- ii. The employee shall have completed 5 years of service (including broken period of service, if any) or is due to retire within the next 10 years and the member's own share of contribution with interest thereon in the amount standing to his credit in the Fund is not less than Rs.1,000/-;
- iii. The construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of the commencement of the construction;
- iv. if the withdrawal is made for the purchase of a house/flat and/or a site for a house, the purchase should be made within six months of the withdrawal;
- v. if the withdrawal is made for the repayment of loan previously raised for the purpose of construction or purchase of house/flat, the repayment of the loan should be made within three months of the withdrawal;
- vi. where the withdrawal is for the construction of a house, it shall be permitted in two or more equal instalments (not exceeding four) a later installment being permitted only after verification by the trustees about the actual utilisation of the earlier withdrawal;
- vii. the withdrawal shall be permitted only if the house and/or site is free from encumbrances and no withdrawal shall be permitted for purchasing a share in a joint property or building of a house or land whose ownership is divided, except on property owned jointly with the spouse;
- viii. if the amount withdrawn exceeds the actual cost of the purchase of the house/flat or construction of the house and/or site, or if the amount is not utilised for the purpose for which

it is withdrawn, the excess of the whole amount, as the case may be, shall be refunded to the trustees forthwith in one lump sum together with interest from the month of such withdrawal at the rate prescribed in sub-rule (4) of rule 28, the amount refunded shall be credited to the employee's account in the Provident Fund.

3.The withdrawal for the purpose specified in clause (f) of sub-rule (1) of rule 25 shall not exceed three months' salary or Rs.500 whichever is greater, but shall in no case exceed half the amount to the credit of the employee.

4.The withdrawal for any other purpose, referred to in sub-rule (1) of rule 25 shall not exceed three months' salary or the total of the accumulation of exempted contribution and exempted interest lying to the credit of the employee, whichever is less.

5.An additional advance upto six months' salary or the member's own share of contributions with interest thereon, in the amount standing to his credit in the Fund, whichever is less, may be granted, once and in one installment only, for additions, substantial alterations or improvements necessary to the dwelling house owned by the member or by the spouse or jointly by the member and the spouse.

#### **SECOND WITHDRAWAL**

27.1. Save as in sub-rule (2), a second withdrawal shall not be permitted until the sum of first withdrawal has been fully repaid.

2.A withdrawal may be permitted for the purpose specified in clause (e) of sub-rule (1) of rule 25 notwithstanding that the sum withdrawn for any other purpose has not been repaid.

#### ***Repayment of amount withdrawn***

28.1.Subject to any provision of clause (viii) of sub-rule (2) of rule 26 where a withdrawal is allowed for a purpose specified in clause (d) or clause (e) of sub-rule (1) of rule 25 the amount withdrawn need not be repaid.

2.Where a withdrawal is allowed in connection with marriages as specified in clause (c) of sub rule (1) of rule 25, the amount withdrawn shall be repaid in not more than forty-eight monthly installments.

3.Where a withdrawal is allowed for any other purpose the amount withdrawn shall be repaid in not more than twenty-four equal monthly installments.

#### ***Interest on withdrawals***

4.In respect of withdrawals referred to in sub-rule (2) and (3) and of the amount referred to in clause (viii) of sub-rule (2) of rule 26, interest shall be paid in accordance with the rules.

At the discretion of the trustees of the Fund interest may be recovered on the amount aforesaid or the balance thereof outstanding from time to time at one per cent above the rate which is payable for the time being on the balance in the Fund at the credit of the employee.

5.The employer shall deduct the installments from the employee's salary and pay them to the trustees of the Fund. These deductions shall commence from the second monthly payment of salary made after the withdrawal or, in the case of an employee on leave without pay, from the second monthly payment of salary made after his return to duty.

#### ***Accumulations***

29.The accumulated balance due to an employee shall be payable on the date he ceases to be an employee of the employer maintaining the fund.

30.Payment will be made upon claim by the person entitled to payment and shall include interest up to the date on which payment is made, if the claim is made within three months from the date on which the member ceases to be in the service of the AIU. Payment to nominee under rule 20 or to a person appointed under rule 21 to receive payment on behalf of a nominee will only be made on the death of the member being proved to the satisfaction of the trustees and/or the nominee or person to receive payment being identified to the satisfaction of the trustees.

31.The Association shall have power to deduct from any sum payable by the Association to any member whether by way of salary or otherwise such sum as may be required to pay any contribution or other sum due from him to the fund, and shall pay the same to the trustees as provided in rule.

32.Nothing contained in these rules shall be deemed to render it obligatory upon the trustees to allow any withdrawal which it may be permissible for them to allow.

33.Except as hereinbefore provided, no member shall be entitled to draw money (either principal or interest) from the fund or to transfer or assign whether by way of security or otherwise howsoever his share or any part thereof in the Fund, and no such transfer or assignment shall be valid and the trustees shall not recognize or be bound by notice to them or any of them of any such transfer or assignment, and all contributions by the Association and interest thereon standing in the books of the fund to the credit of any member so transferring or assigning his interest as aforesaid shall forthwith be forfeited as from the date of such transfer or assignment to the use of the fund and be dealt with accordingly.

#### ***Protection against attachment***

33A.1.The amount standing to the credit of any member in the fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any court in respect of any debt or liability incurred by the member and neither the official assignee appointed under the Presidency Towns Insolvency Act, 1909 (3 of 1909), nor any receiver appointed under the Provincial Insolvency Act 1920 (5 of 1920) shall be entitled to, or have any

claim on, any such amount.

33A.2. Any amount standing to the credit of a member in the fund at the time of his death and payable to his nominee under the rules of the provident fund shall, subject to any deduction authorised by the said rules, vest in the nominee and shall be free from any debt or other liability incurred by the deceased or the nominee before the death of the member.

33A.3. The provisions of sub-section (1) and sub-section (2) shall, so far as may be, apply in relation to the Family Pension Scheme and also in relation to any amount payable under the Insurance Scheme as they apply in relation to any amount payable out of the fund.

**Lapses  
Forfeitures**

& 34. All lapses and forfeitures occurring at any time, all profits earned at any time on the scale of investments, all surplus income not allocated for payment of interest as provided, shall be transferred to a separate account to be called "Lapses and Forfeiture Account" and shall be utilised by the trustees for all or any of the following purposes:

- i. ad-hoc payment of Rs.50 to the heirs of a deceased member as an aid for procuring in succession or a guardianship certificate for getting the provident fund dues if such certificate is necessary;
- ii. payment of a sum to the nominee/heirs of a deceased member provided that the total amount including the sums proposed to be paid does not exceed Rs. 1250 (The intention is that a sum of Rs. 1250 should be assured to such nominee/heirs)
- iii. for meeting money order commission on remittance from the provident fund to outgoing members/their heirs;
- iv. for declaring the rate of interest so that it is not lower than that fixed under the Employees' Provident Fund Scheme;
- v. reimbursement of the cost on medical treatment of a member either in part or in whole, if the member was on leave without wages, and did not enjoy any benefit under the Employees' State Insurance Scheme. (A member may be given @Rs.40 per month for the period he is on leave without wages and does not enjoy any benefits under the Employees' State Insurance Scheme subject to the maximum of Rs.100 per member at any time)
- vi. for making good the capital loss on the conversion of securities and other instruments. This should, however, be limited to cases of absolute necessity;
- vii. educational facilities to subscriber's wards in the form of schools grant of scholarships and remittances in the purchase of books and exercise note books;
- viii. educational facilities to subscribers by opening day classes;
- ix. incentive for family planning cases restricted to sterilisation cases only to supplement the efforts of the Government in this direction;
- x. organisation of sports, games, film shows, cultural programmes and athletic meets etc.;
- xi. organisation of excursions and tours of subscribers to industrial centres in different parts of the country for extending awareness and promotion of cultural integration.
- xii. grant-in-aid to wives of the members for the purchase of sewing machine, spinning wheel for supplementing the earning of the family of the members;
- xiii. community/welfare centres for promotion of recreational activities, health and welfare of subscribers and members of their families.
- xiv. promotion of co-operative credit/consumer societies for the benefit of subscribers; and
- xv. promotion of housing facilities for the benefit of the subscribers.

35. The account of the said fund will be maintained in accordance with the provision of rule 74 of the Income-Tax Rule 1962 and all the reports, statements and copy of the audited report there under will be submitted to the Income-Tax Commissioner/Regional Provident Fund Commissioner.

36. The moneys (including the net income of the fund for the time being available for distribution) from time to time in the hands of the trustees and not immediately required for making any payment to members shall be invested in accordance with the provisions prescribed by the Central Government from time to time. The trustees may from time to time vary, transpose and sell such investments and purchase others of a similar nature. Until realisation such investments shall be valued for all purposes at their cost price without taking depreciation or appreciation into the account.

37. The Association shall have the right at any time to bring to an end and the provident fund accumulations shall be transferred to the Regional Provident Fund Commissioner, New Delhi.

38. In addition to and not by way of substitution for all indemnities conferred on Trustees at common law and by statute no trustee shall be liable for the acts, receipts, neglects or defaults of any other trustees or for any loss or expense happening to the fund through insufficiency or deficiency of title to any property acquired for or on behalf of the fund, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the fund shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgment, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to the execution of his duties as trustee or in relation

hereto unless any of the aforesaid losses, damages, misfortunes or events shall happen through his own willful neglect or defaults or through his own dishonesty.

**Family Pension and  
Deposit Linked  
Insurance Scheme**

39. There shall be a Family Pension and Deposit Linked Insurance Scheme as constituted by the Government of India under the Employees' Provident Fund and Family Pension Act 1952 for the benefit of the members of the provident fund of the Association of Indian Universities.

**Classes of  
employees entitled  
and required to join  
the Fund**

40.i.a. Every employee employed in or in connection with the work of the Association other than an excluded employee shall be entitled and required to become a member of the fund from the beginning of the month following that in which this paragraph comes into force in the Association, if on the date of such coming into force he has completed three months' continuous service or has actually worked for not less than 60 days within a period of three months or less in that factory or other establishment or in any other factory or other establishment to which the Act applies under the same employer, or partly in one and partly in the other or has been declared permanent in any factory or other establishment whichever is earlier.

b. Every employee employed in or in connection with the work of AIU or its other establishment to which this scheme applies, other than an excluded employee shall also be entitled and required to become a member of the fund from the beginning of the month following that in which this paragraph comes into force in the Association or its other establishment if, on the date of such coming into force, such employee is a subscriber to a provident fund maintained in respect of the Association or other establishment or in respect of any other factory or establishment to which the Act applies under the same employer:

Provided that where the Scheme applies to the Association or its other establishment on the expiry or cancellation of an order of exemption under section 17 of the Act, every employee who but for the exemption would have become and continued as a member of the fund, shall become a member of the fund, forthwith.

40.ii. After this paragraph comes into force in the Association, every employee employed in or in connection with the work of Association other than an excluded employee, who has not become a member already shall also be entitled and required to become a member from the beginning of the month following that in which he completes three months' continuous service or has actually worked for not less than 60 days within a period of three months or less in the Association or other establishment or in any factory or establishment to which the Act applies under the same employer, or partly in one and partly in the other or has been declared permanent in the Association or its other establishment whichever is the earliest.

40.iii. An excluded employee employed in or in connection with the work of the AIU or other establishment of AIU to which this scheme applies shall, on ceasing to be such employee, be entitled and required to become a member of the Fund from the beginning of the month following that in which he ceased to be such employee, provided that on the date on which he ceases to be an excluded employee he has completed three months' continuous service or has actually worked for not less than 60 days within a period of three months or less in the Association or its other establishment to which the Act applies under the same employer or partly in one and partly in the other or has been declared permanent in the Association or its other establishment, whichever is the earliest.

40.iv. On re-election of an employee or a class of employees exempted to join the fund or on the expiry of cancellation of an order under that paragraph, every employee, who but for such exemption would have become and continued as a member of the fund, shall forthwith become a member thereof.

40.v. Every employee who is a member of a private provident fund maintained in respect of an exempted factory or other establishment and who, but for the exemption would have become and continued as a member of the fund, shall on joining the AIU or its other establishment to which this scheme applies, become a member of the fund forthwith.

40.vi. Notwithstanding anything contained in this paragraph, a Commissioner may, on the joint request in writing, of any employee of the Association or its other establishment to which this scheme applies and his employer, enrol such employee as a member or allow him to contribute on more than one thousand and six hundred rupees of his pay per month if he is already a member of the Fund and thereupon such employee shall be entitled to the benefits and shall be subject to the conditions of the fund, provided that the employer gives an undertaking in writing that he shall pay the administrative charges payable and comply with all statutory provisions in respect of such employee.

**Inter-State Transfer  
of Members**

41. Where a member of the fund ceases to be in employment of the AIU and secures employment in other region in which the EPF scheme applies or which is an exempted establishment or which is not covered under the EPF Act but has a scheme of its own he may apply for transfer of his credit balances of the Provident Fund in his account.

**Interest**

42. The interest at the rate as determined by the Central Government from time to time or by the

trustees whichever is liberal shall be credited to the members' accounts on the first day of April every year, but in any case the rate of interest shall not be less than the rate of interest declared by the Central Government to the subscribers of Employees' Provident Fund Scheme.

**Annual Statement**

43. As soon as possible after the close of the year the trustees shall send to each member of the Fund a statement of his account showing the opening and closing balances, total amount of interest credited or debited at the end of the period. The members shall satisfy themselves as to the correctness of the annual statement and any error should be brought to the notice of the trustees within six months of the receipt of statement.

**Employer's Share not to be deducted**

44. Notwithstanding any contract, the Association shall not deduct the employer's contribution from the salary of the member or otherwise to recover it from him.

**Declaration by persons already employed at the time of the institution of the fund**

45.1. Every person, who is required or entitled to become a member of the fund, shall be asked forthwith to furnish and shall, on such demand, furnish to him for communication to the Commissioner, particulars concerning himself and his nominee, required for the Declaration Form.

45.2. The particulars will be entered in the Declaration Form and the signature or thumb impression of the person concerned will be obtained.

**Declaration by persons taking up employment after the fund has been established**

46. The Association shall, before taking any person into employment ask him to state in writing whether or not he is a member of the fund and if he is, ask for the Account Number and/or the name and particulars of the last employer. If he is unable to furnish the account number, he shall require such person to furnish and such person shall, on demand, furnish to him for communication to the Commissioner, particulars regarding himself and his nominee, required for the Declaration Form. Such employer shall enter the particulars in the Declaration Form and obtain the signature or thumb impression of the person concerned.

Provided that in the case of any such employee who has become a member of the Family Pension Fund under the Employees' Family Pension Scheme, 1971, the aforesaid Declaration Form shall also contain such particulars as are necessary to comply with the requirement of that Scheme.



**Chapter 7**  
**Medical Reimbursement Rules**

**A. Reimbursement of Hospitalisation Expenses**

1. These rules shall be called the AIU Reimbursement of Hospitalisation Expenses Rules.

2. These rules shall apply to all AIU employees except the following:

- a. Part-time employee;
- b. Adhoc employees;
- c. Daily wage employees;
- d. Persons appointed on a contract except to a post in regular cadre of AIU.

3. Reimbursement of hospitalisation expenses (as per these rules) shall be available for such admissible expenses incurred in connection with the treatment of an AIU employee as mentioned above and also for the members of his/her family.

Note: Family in the said rules would include the following and no other:

- a. Wife/Husband
- b. Two children including legally adopted children, step children and children taken as wards subject to the following conditions"

Son: till he starts earning or attains the age of 25 years whichever is earlier.

Daughter: Till she starts earning, or attains the age of 25 years whichever is earlier.

© Dependent Parents: A Female employee has a choice to include her dependent parents or parents-in-laws; option exercised can be changed only once during service.

- d. Widowed sister living with the employee.

4. Expenses incurred in connection with hospitalisation, as defined in rule 5, in any one of the following hospitals in Delhi/New Delhi shall be reimbursed:

- a. All India Institute of Medical Sciences, New Delhi
- b. Lok Nayak Jaiprakash Narain Hospital, New Delhi
- c. Safdarjung Hospital, New Delhi
- d. Dr. Ram Manohar Lohia Hospital & Nursing home, New Delhi
- e. St. Stephen's Hospital, New Delhi
- f. Kalavathy Saran Hospital, New Delhi
- g. G B Pant Hospital, New Delhi
- h. New Delhi T B Centre, New Delhi
- i. Smt. Sucheta Kriplani Hospital, New Delhi
- j. Institute of Human Behaviour and Applied Sciences, Shahdara
- k. Patel Chest Institute, University of Delhi
- l. Narender Mohan Hospital, Mohan Nagar, Ghaziabad
- m. Sir Ganga Ram Hospital, Rajinder Nagar
- n. Mool Chand Khairati Ram Hospital & Ayurvedic Research Institute, Lajpat Nagar
- o. Red Cross Hospital, Seemapuri
- p. Majeedia Hospital, Jamia Hamdard
- q. Any other hospital approved by the President on the recommendation of the Secretary General

Provided that employees residing outside Delhi/New Delhi shall be eligible for reimbursement of hospitalisation expenses incurred in Government hospitals in or near the area of their residence:

Provided further that employees on tour or on leave shall also be eligible for reimbursement of hospitalization expenses incurred in Govt. Hospitals outside Delhi/New Delhi.

5. Hospitalisation expenses shall include the following:

- a. Fees paid to doctors in the approved hospitals as Consultation Fee in accordance with the scale of fees prescribed by the Govt.
  - b. Expenses incurred, if any, in connection with histological, bacteriological, pathological, immunological and virological tests and injections and expenses incurred on EEG, ECG, EMG, etc. as prescribed by the doctor in the hospital and paid to the Govt. Hospital provided that in emergencies the expenses so incurred in getting the tests done through private agencies may also be approved by the President.
  - c. Fees paid for such surgical treatment including operation charges as may be prescribed by the doctor in the hospital and charged by the hospital.
  - d. Cost of medicines purchased outside by the employee on the basis of the prescription of the doctor, provided that the medicine is not available in the hospital and the expenditure is duly supported by a cash bill.
  - e. Room rent paid by the employee for hospitalisation in the hospital.
  - f. Travelling allowance for travel between the hospital and the residence of the employee, if the distance from the residence to the hospital is at least five kilometers provided that the total travelling allowance reimbursable on this account shall not exceed twenty per cent of the total amount claimed for reimbursement.
6. Reimbursement of hospitalisation charges shall be regulated by such scales as may be approved by the Governing Council from time to time.
7. No reimbursement of charges for dental treatment incurred in a hospital shall be made.

8. The Finance Committee may, at its discretion, make exceptions to the above rules in suitable cases where hardship is likely to be caused to an employee by a strict interpretation of the above rules.

**B. deleted**



**CHAPTER 9**  
**WELFARE LOAN RULES**

Provision has been made for advancing loans to the Staff of the AIU as Welfare Loan on the following basis:

1. Rs. 5,000/- or 3 months 'basic pay, whichever is less, in the case of employee than officers and Rs. 10,000/- or 3 months 'basic pay, whichever is less, for the officer of the AIU, for the following purposes:
  - i. Medical attendance and treatment
  - ii. Maternity expenses
  - iii. Expenses in connection with death ceremonies
  - iv. Purchase of Television, Refrigerator, etc.
  - v. religious expenses in connection with any ceremony.
2. Advances may be granted to employees of the AIU for the purpose mentioned below and upto to the limits mentioned against each:
  - i. Bicycle advance `600/- (new or used) Basic Pay does not exceed `1750/- p.m
  - ii. Scooter, motor-cycle or any other motorised 2 wheeler (new or used) `13,000 or 10 months' basic pay or the actual cost of the vehicle, whichever is the least. Basic Pay `1,500/- p.m. or more. On second or subsequent occasion restricted to `10,000/- or 6 months basic pay, whichever is the least
  - iii. Motor-car (new or used) `80,000 or 16 months' basic pay or the actual cost of the vehicle, whichever is the least. Basic pay `3,500/- p.m. or more. On second/ subsequent occasion restricted to `75,000/- or 16 months basic pay, whichever is the least.
3. The amount of advance for purchase of bicycle shall be recovered in not more than 25 monthly installments.
4. The amount of advance for purchase of scooters, motorcycle or any other motorised 2-wheeler shall be recovered in not more than 60 monthly installments.
5. The amount of advance for purchase of motor car shall be recovered in not more than 80 monthly installments.
6. Simple interest at such rate as may be determined by the Govt. from time to time on such advances shall be charged. The total interest payable shall also be calculated in advance and the amount be recovered along with the repayment of the loan in monthly installments.
7. The loan for the purchase of conveyance may be granted irrespective of any other kind of loan outstanding against the applicant.
8. The Scooter, Motorcycle or any other motorised 2-wheeler and Motor Car purchased with an advance from the AIU shall be insured comprehensively and mortgaged with the AIU until the advance made by the AIU and the interest payable thereon are fully repaid.

**CHAPTER 10**  
**CONSTITUTION OF THE AIU EMPLOYEES' WELFARE FUND**

<b>Title</b>	A fund shall be set up known as " The AIU Employees" Welfare Fund																				
<b>Object</b>	The object of the fund is to provide financial assistance/relief to member or member"s family in case of distress or hardship.																				
<b>Membership</b>	All regular employees of AIU including those on deputation shall be the members of the fund																				
<b>The Fund</b>	<p>The Fund shall be constituted out of:</p> <p>a. The contribution of members b. Gifts and donations made to the Fund by anybody, organisation, institution, or individual.</p> <p>All member shall contribute to the fund by way of deduction from the salary as indicated below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Category</th> <th>Classification of post</th> <th>Amount per month</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>Rs. 4000 &amp; above</td> <td>Group A</td> <td>Rs. 10/-</td> </tr> <tr> <td>ii.</td> <td>Rs. 2900-3900</td> <td>Group B</td> <td>Rs. 7/-</td> </tr> <tr> <td>iii.</td> <td>Rs. 1151-2899</td> <td>Group C</td> <td>Rs. 5/-</td> </tr> <tr> <td>iv.</td> <td>Upto Rs. 1150</td> <td>Group D</td> <td>Rs. 3/-</td> </tr> </tbody> </table>		Category	Classification of post	Amount per month	i.	Rs. 4000 & above	Group A	Rs. 10/-	ii.	Rs. 2900-3900	Group B	Rs. 7/-	iii.	Rs. 1151-2899	Group C	Rs. 5/-	iv.	Upto Rs. 1150	Group D	Rs. 3/-
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<b>Definitions</b>	<ol style="list-style-type: none"> <li>1. The „Fund“ shall mean the AIU Employees“ Welfare Fund.</li> <li>2. „Member“ shall mean all regular employees of AIU.</li> <li>3. „Rules“ shall mean Rules framed for the operation of the Fund.</li> <li>4. Family shall constitute wife/husband, minor and dependent children, dependent parents, widowed sister living with the employee and/or wholly dependent on the members.</li> </ol>																				
<b>Management &amp; Administration</b>	<p>For the Management and administration of the fund there shall be a Managing Committee constituted as follows:</p> <ol style="list-style-type: none"> <li>1. Chief Patron</li> <li>2. Patron</li> <li>3. President</li> <li>4. Treasurer</li> <li>5. Secretary</li> </ol> <p>Four members on each from the above four categories of employees shall be nominated by the Secretary, AIU.</p>																				
<b>Chief Patron</b>	The President of AIU shall be the Chief Patron.																				
<b>Patron</b>	The Vice President of AIU shall be the Patron.																				
<b>President</b>	The Secretary General of AIU shall be the President of the Fund.																				
<b>Treasurer</b>	Divisional Head Incharge of Finance and Accounts shall be the Treasurer of the fund.																				
<b>Secretary</b>	Divisional Head Incharge of Administration shall be the Secretary of the fund. He shall exercise all such powers and do all such acts as may be required for the proper conduct of ordinary current administrative business of the fund under the directions of the Managing Committee.																				
<b>Term</b>	The term of members other than the ex-officio members shall be two years																				
<b>Payment</b>	<p>In case of distress or hardship: Ex-gratia payment in the case of death of the member or assistance in case of serious illness or accident:</p> <ol style="list-style-type: none"> <li>i. Ex-gratia payment of Rs. 5,000/-shall be made to the legal heir/nominee of the member if he she dies in harness; subject however to the rules to be framed for the working and operation of the fund.</li> <li>ii. In the case of serious or prolonged illness or accident the Managing Committee may consider the request of the member on its merit.</li> <li>iii. Assistance for treatment of any disease may be provided to a member for which medical reimbursement under AIU rules do not cover the entire expenditure incurred.</li> <li>iv. Assistance for purchase of essential medical equipment needed by the member himself/herself or any dependent family member subject to the satisfaction of the Managing Committee.</li> <li>v. Assistance in similar other cases of distress or hardship not covered by the above, as determined by the Managing Committee</li> </ol>																				

<b>Accounts</b>	<ul style="list-style-type: none"> <li>i. The Financial Year for the Fund shall be from 1st April to 31st March of the succeeding year;</li> <li>ii. The Accounts of the fund shall be maintained by the Accounts Division of AIU;</li> <li>iii. The Accounts of the Fund shall be got audited each year and presented to the Managing Committee of the Fund, the Finance Committee and Governing Council of AIU.</li> <li>iv. The Audit Fee payable to auditors for auditing the Accounts of the Fund shall be a charge of the Fund.</li> </ul>
<b>Meeting</b>	<ul style="list-style-type: none"> <li>i. At least one meeting of the Managing Committee of the fund shall be held every Financial Year.</li> <li>ii. The quorum for the meeting of the Managing Committee shall be five with at least 3 nominees of the employees present at the meeting.</li> <li>iii. Absence of any member at any meeting or any vacancy in membership of the Managing Committee of the fund shall not invalidate the decision taken by the Managing Committee.</li> <li>iv. In case of emergency the President shall take such decision(s) as may be necessary and subsequently these may be got ratified from the Managing Committee.</li> </ul>
<b>Establishment of Fund</b>	The Fund shall come into existence from a date to be decided by the Governing Council of AIU.
<b>Rules</b>	The Managing Committee shall frame rules and guidelines for the working and operation of the Fund subject to the approval of the Finance Committee and Governing Council of AIU. Any Amendment of the Rules shall be effected through the same procedure.

## CHAPTER 11

### RULES REGARDING PUBLICATION OF MANUSCRIPTS BY EMPLOYEES OF AIU

1. The name of the employee concerned shall appear on the jacket, spine and the title page. His/her name would also be mentioned in the foreword. The logo and the acronym of AIU will also appear on the jacket, spine and the full name on the title page. The copyright of the publication, however, shall remain with AIU.
2. If the study project has been financed by an organisation other than the AIU, prior permission of that organisation for the publication in the author's name would be necessary and it would be indicated that the study was carried out in AIU and the name of that organisation and the AIU shall both appear on the jacket and the title page.
3. The question of the payment of royalty to the compiler or the editor, however, would not arise in case of publications based on lectures, seminars, proceedings of seminars, reprints of articles etc. published in journals.
4. In other cases, where the publication has not been done by AIU, out of the royalty received, 10% would be utilised towards administrative charges and the remaining 90% would be shared by the author(s).
5. If the publication has been done by the AIU at its own cost, the question of the payment of royalty to the employee would not arise.
6. However in case of books by teachers/administrative staff of member institutions of AIU, a royalty of 10% will be paid to the authors.

**Chapter 12**  
**CONSULTANCY RULES**

1. Consultancy work is classified into two broad categories:
  - a. Individual Consultancy with or without support of the physical facility of the institution;
  - b. Institutional Consultancy (individual, division or a group of divisions).
2. In the case of individual consultancy, sanction of the Secretary General be obtained for the nature of consultancy work, budget, time schedule etc. In the case of an individual project/consultancy, 20% of the consultancy fees shall be deposited with AIU by the individual. In the case of an individual using AIU facilities, 30% of the consultancy fees shall be deposited with AIU.  
In case of an individual invited for consultancy for an international agency (United Nations, World Bank etc.) the individual shall not be required to pay any portion on his consultation earnings to AIU as such assignments are prestigious.
3. Proposal for Institutional Consultancy work shall be considered by a Consultancy Advisory Committee of three members with the Secretary General as the Chairman. In case of Institutional consultancy work, the choice of the team consisting of Chief Consultant, technical and supporting staff will be made by the Committee. The Chief Consultant will then prepare a detailed proposal and after obtaining approval of the Secretary General undertake the consultancy work.
4. A detailed proposal for the consultancy work may be prepared giving all information including budget of expenditure as below:
  - a. Name & address of the client/organisation;
  - b. Title of the consultancy job;
  - c. A brief description of the work to be done including specific objectives and activities with time schedules and preferably with bar charts;
  - d. Names of staff members, outside experts, agency if any, technical and supporting staff who will be assisting;
  - e. Facilities of AIU that are likely to be used;
  - f. An estimate of charges proposed to be recovered from the client under the following heads:
    - i. TA/DA and conveyance charges for consultant and technical staff;
    - ii. Honorarium to be paid to outside experts;
    - iii. Use of stationery and equipment including computer charges;
    - iv. technical consultation fees;
    - v. administrative overhead charges.
5. In the event of lump sum being made available for a consultancy project, budget may be prepared on the lines indicated below:
  - A. Cost towards planned activities;
    1. TA/DA and conveyance charges for consultant and technical staff;
    2. Honorarium to be paid to outside experts;
    3. Use of stationery and equipment including computer. These will be on the actual basis.
  - B. The balance will comprise of technical fees and administrative overhead charges(10% technical fees).
6. To consider amendment in AIU Consultancy Rules  
[ Note: In view of the fact that AIU has received request for advice and assistance in different education matters it is considered desirable to add the following as Section 6 in the AIU Consultancy Rules.  
  
"The Association may undertake service consultancy in different areas like educational testing and evaluation, educational management, editing and publication, organisation of sporting and cultural events etc. Memorandum of Understanding and Agreements may be signed by the Secretary General with the approval of the President. The profits arising from such consultancy be distributed as follows:
  - i. 10% to AIU General Budget as administrative changes.
  - ii. 40% to AIU Endowment Fund or HRD Fund or General Budget.
  - iii. 50% to the AIU personnel associated with the project. The distribution of amounts to various persons be decided by the Secretary General on the recommendation of the Project-in-charge".]