

**Hemwati Nandan Bahuguna Garhwal University, Srinagar Garhwal
Uttarakhand**

ORDINANCES

For terms, conditions and appointment of

THE OFFICERS OF THE UNIVERSITY

THE FINANCE OFFICER

(Under Section 9 and 15 and Statutes 7)

In exercise of the powers vested in Section 28(2) of the Central Universities Act 2009 and for the purpose of implementing Section 9, 15 and 7 of the Statutes, the Executive Council hereby makes the following Ordinance for appointment and other terms and conditions of Pro-Vice Chancellor in Hemwati Nandan Bahuguna Garhwal University (A Central University)

S. No.	Existing	Proposed	Remarks for modification(s)
	None	<p>1. (a) Appointments to the post of Finance officer shall be by selection, after Advertisement in the manner laid down by the Executive Council, and the following categories of persons shall be eligible to be considered for appointment thereon:</p> <p>(I) Persons, who have knowledge or experience of financial administration/ management and are working in Universities or other institutions/establishment of higher education/research:</p> <p>(i) as Professor (or equivalent); or</p> <p>(ii) as teacher or academic or research staff, with a service of at least fifteen years including eight years in the rank/grade of Associate Professor (or equivalent); or</p> <p>(iii) as financial officer/functionary, holding a Post-</p>	The ordinances are being made for the first time for the Central University

		<p>graduate degree in Commerce / Management with at least 55% marks or its equivalent grade (in the UGC Seven-point scale) and with service of at least fifteen years, including eight years as Deputy Registrar or Deputy Finance officer equivalent.</p> <p>(II) Persons working in Government or a Public Sector Undertaking and possessing appropriate experience of financial administrative/managerial experience with a service of at least ten years in posts of Group 'A' level or with an overall service of at least fifteen years including eight years in posts of Group 'A' level.</p> <p>(III) Chartered Accountants with an experience of not less than twelve years as Chartered Accountant.</p> <p>2. (a) Subject to the provisions of sub-clauses (b) of section 44 the term and conditions of service of the Finance Officer shall be such as may be prescribed in the Statutes, the Ordinance and the Regulations, and shall include the terms and conditions embodied in the written contract, in the form set out in the SCHEDULE to this Ordinance, to be entered by him with the University;</p> <p>Provided that, where the Finance Officer has been appointed on deputation from his parent organization or service, the conditions and benefits governing his deputation, to the extent that the same are not inconsistent with the rules of the Government of India in this regard, shall stand incorporated in the said contract:</p> <p>Provided further that in respect of the Finance Officer appointed under clause (b) of Section 44 the terms and conditions specified in clauses 4 and 5 of Statutes 7, shall not be inconsistent with the provisions of his deputation to the University.</p> <p>(b) A person already serving this University shall, upon appointment as the Finance Officer, be entitled to maintain lien, seniority, annual increments and privileges of leave and</p>	
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		<p>terminal benefits on his substantive post for the duration of his term of office as Finance Officer:</p> <p>Provided that an employee of any other University (i.e. a University other than this University), or an employee of the Central Government of any institution of higher education maintained by the Central Government, appointed as Finance Officer shall be governed by the standard terms of deputation prescribed by the Central Government.</p> <p>3. (a) The Finance Officer shall be appointed on such scale of pay as may be prescribed by the University Grants Commission from time to time for the post of Finance Officer.</p> <p>(b) The Finance Officer shall be entitled to leave, leave-salary, allowances, provident fund and other benefits as prescribed by the University from time to time for the administrative staff of the University.</p> <p>4. The University shall provide the Finance Officer with unfurnished residential accommodation for which rent or licence fee shall be payable at the usual rate:</p> <p>Provided that a person already serving the University shall, upon appointment as the Finance Officer, be entitled to retain such residential accommodation of the University as he may lawfully be a licensee of at the time to such appointment on the rate of rent admissible to him for the same.</p> <p>5. The Finance Officer shall work under the supervision of the Vice-Chancellor.</p> <p>6. The Finance Officer, in furtherance of the powers and duties specified in clause (6) of Statute 7, shall-</p> <p>i) ensure that no expenditure, not authorized in the budget, shall be incurred by the University, otherwise than by way of investment;</p> <p>ii) arrange for the conduct of continuous internal</p>	
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		<p>audit of the accounts of the University and for the pre-audit of such bills as may be required to be pre-audited in accordance with the provisions in that behalf;</p> <p>iii) keep a constant watch on the state of the cash bank balances and on the state of investments;</p> <p>iv) subject to the provisions of the Ordinances, and the directions of the Executive Council, collect the incomes, disburse the payments and maintain the accounts of the University:</p> <p>Provided that the Vice-Chancellor, by order, may, subject to the overall responsibility of the Finance Officer, assign the power to collect the incomes, disburse the Payments and maintain the accounts of a University Campus, an independent centre, a project or special Grant or of a Unit or entity organized on self-financing basis, to such officer or functionary or other person in charge of the same as he may by order authorize in this behalf:</p> <p>Provided that any such order shall be duly reported to the Finance Committee and the Executive Council, and shall provide for the observance, by such officer or functionary or other person, of the rules of the University in respect of the maintenance of accounts and conduct of audit;</p> <p>(v) disallow any proposed expenditure which may contravene the provisions of the Act, the Statutes and the Ordinance;</p> <p>(vi) ensure that no other financial irregularity is committed and that steps are taken to set right any irregularity pointed out during audit.</p> <p style="text-align: center;">THE SCHEDULE TO I-C</p> <p style="text-align: center;">(See sub-clause (a) of clause 2)</p>	
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**FORM OF AGREEMENT (CONTRACT OF SERVICE)
WITH THE FINANCE OFFICER OF THE UNIVERSITY**

AGREEMENT MADE this.....day of the
Month of in the year between
Dr/Sri/Smt./Km of the first part
(hereinafter called 'the Registrar')

and

HNB Garhwal University, Srinagar of the other part
(hereinafter called 'the University'):

WHEREAS, in accordance with the provisions of the
central University Ordinance 2009 (hereinafter called
'the Act') and the Statutes, the Ordinance and the
Regulations made thereunder (hereinafter called "the
Statutes", "the Ordinance" and "the Regulations",
respectively),

Dr/Sri/Smt./Km

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has been appointed to the post of Finance Officer of
the University, with effect from the date he/she takes
charge of the duties of the said post,
by the Central Government, for a term of three years,
Under the provisions of clause of section 44 of the
Act,

OR

by the University, for a term of five years, where after
he may be re-appointed to the post, under the
provisions of clause (2) to Statute 7 of the Statutes,
and the Finance Officer has accepted the said
appointment,

IT IS HEREBY AGREED as follows-

1. That the Finance Officer hereby undertakes to
exercise the powers assigned to him/her by the
provisions of the Act, the Statutes, the Ordinances

	<p>and the Regulations, as amended from time to time, in accordance with the conditions laid down for such exercise by the said provisions, and to perform and fulfill such functions and duties in, and for, the University, as may be required of, or entrusted to, him/her, under the said provisions and also under the rules made, or directions issued, from time to time, by the authorities of the University in matter in respect of which they are empowered, by the said provisions, to make such rules or issue such directions:</p> <p>Provided that the Finance Officer shall, except if he/she has been appointed as such under the provision of clauses (b) of section 44 of the Act, be on probation for a period of one year in the first instance and the Executive Council of the University may in its discretion extend such period of probation by one year:</p> <p>Provided Further that the Finance Officer shall be bound by such terms and conditions of service, and shall be entitled to such benefits in respect of pay, allowances, leave and other facilities and incidents of service, and to such terminal benefits, as laid down by or under the said provisions, and shall retire in accordance with the said provisions:</p> <p>Provided also that in respect of any matter which has not been provided for in this Agreement, the Finance Officer shall be governed by the said provisions and, where any such matter has also not been provided for in the said provisions, by the rules of the Central Government for the time being in force.</p> <p>2. That the Scale of pay attached to the post to which the Finance officer is appointed shall be Rs, as revised by the competent authority from time to time, along with such allowances as may be admissible from time to time in accordance with the rules of the University, and the Finance Officer shall, from the date he/she takes charge of his/her duties, as aforesaid, be granted pay at the rate of Rs <i>per mensem</i> in the said scale of pay and shall received pay in the succeeding stages in such scale, unless the annual increment is</p>	
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	<p>withheld in pursuance of the provisions of the Act, the Statutes, the Ordinance and the Regulations, as amended from time to time:</p> <p>Provided that where the Finance Officer has been appointed as such on deputation from the post held by immediately before joining the post of Finance Officer, or from the cadre or service of which he is a member, he shall be paid, for joining the University, such travelling expenses as admissible to an officer of the Central Government of equivalent rank under the relevant Rules of the said Government, deeming his/her appointment as on transfer in the public interest.</p> <p>3. That the Finance Officer hereby undertakes to submit himself/herself to the Vice-Chancellor of the University, and to such other officer or officers under whom he/she may, for the time being, be placed by the Vice- Chancellor or the authorities of the University, in accordance with the provisions of the Act, the Statutes, the Ordinance and the Regulations, and shall obey, and to the best of his/her ability carry out, the lawful directions of any officer, authority or body of the University, to the authority whereof he/she is, while this Agreement is in force, subject, under the said provisions.</p> <p>4. That the Finance Officer hereby undertakes to abide by and conform to the rules of conduct, as amended from time to time, laid down for salaried officers or administrative staff by the Statutes, the Ordinance and the Regulations, and any information obtained by him/her during or in connection with his/her service and the work upon which he/she is engaged shall be treated as secret and confidential and he/she shall be deemed in all respects to be subject to the Indian Officials Secrets Act, 1923, as amended from time to time.</p> <p>5. That on the termination of this Agreement for whatever causes, the Finance Officer shall deliver to the University all records, property and other goods and articles belonging to the University that may be in his possession.</p>	
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6. That the mutual rights and obligations of the parties hereto shall, in all matters, be governed by the provisions of the Act, the Statutes, the Ordinances and the Regulations for the time being in force, which shall be deemed to be incorporated herein and shall be as such a part of this Agreement as if they were reproduced herein.

In Affirmation Whereof the parties hereto affix their hands, and the party of the other part also affixes his seal, to this Agreement, on the day and year first above written, and deliver the same, in the presence of the witness who have affixed their signatures herein below.

Signature of the Chairman Signature of the
Finance Officer
of the Registrar
on behalf of the University

Witness No. 1

Witness No. 2

Signature

Signature

Name :

Name :

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Address:

Address:

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