

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

**ORDINANCES**

For terms, conditions and appointment of

**THE OFFICERS OF THE UNIVERSITY**

**The Controller of Examinations**

(Under Section 9 and 16 and Statutes 8 )

In exercise of the powers vested in Section 28(2) of the Central Universities Act 2009 and for the purpose of implementing Section 9, 16 and 8 of the Statutes, the Executive Council hereby makes the following Ordinance for appointment and other terms and conditions of Controller of Examinations 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 Controller of Examinations 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 academic or educational or institutional administration and are working in Universities or other institutions of higher or technical education or research establishments:</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 Reader (or equivalent); or</p> <p>(iii) as administrative officer/functionary and hold a</p>	The ordinances are being made for the first time for the Central University

		<p>Master's degree with at least 55% marks ((or its equivalent grade in the Seven-point scale of the University Grants Commission) and with service of at least fifteen years.</p> <p>(II) Persons working in Government or a Public Sector Undertaking and possessing appropriate 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>2. (a) Subject to the Provisions of sub-clause (b), the terms and conditions of service of the Controller of Examinations 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 Controller of Examinations 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 Central Government in this regard, shall stand incorporated in the said contract:</p> <p>(b) A person already serving this University shall, upon appointment as the Controller of Examinations , be entitled to maintain lien, seniority, annual increments and privileges of leave and terminal benefits on his substantive post for the duration of his term of office as Controller of Examinations :</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 or of any institution of higher education maintained by the Central Government, appointed as Controller of Examinations shall be governed by the standard</p>	
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		<p>terms of deputation prescribed by the Central Government.</p> <p>3. (a) The Controller of Examinations shall be appointed on such scale of pay as may be prescribed by the University Grants Commission from time to time.</p> <p>(b) The Controller of Examinations 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 Controller of Examinations with unfurnished residential accommodation for which rent or license fee shall be payable at the usual rate:</p> <p>Provided that a person already serving the University shall, upon appointment as the Controller of Examinations be entitled to retain such residential accommodation of the University as he/she may lawfully be a licensee of at the time to such appointment on the rate of rent admissible to him/her for the same.</p> <p>5. (a) The Controller of Examinations shall be appointed, for a term of five years, on the same scale of pay as the Registrar, or such other scale of pay as may be approved by the University Grants Commission, and shall be eligible for re-appointment.</p> <p>(b) The Controller of Examinations shall retire on attaining the age of Sixty Two years.</p> <p>(c) The Controller of Examinations shall work under the administrative supervision and disciplinary control of the Vice-Chancellor, and shall perform the functions and duties specified in clause 5 of Statute 8:</p> <p>Provided that with reference to the provisions of Statute 8 the said functions, insofar as they relate to arranging for, and superintending, the examinations of the University, shall be performed on behalf of the Registrar, in the manner determined by the Vice-</p>	
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		<p>Chancellor.</p> <p>(d) A person already serving this University shall, upon appointment as the Controller of Examinations, be entitled to maintain lien, seniority, annual increments and privileges of leave and terminal benefits on his substantive post for the duration of his term of office as Controller of Examinations:</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 the Controller of Examinations shall be governed by the standard terms of deputation prescribed by the Central Government.</p> <p>(e) Subject to the provisions of sub-clause (d), the terms and conditions of service of the Controller of Examinations shall be such as may be prescribed by, or under, this clause, and shall include the term and conditions embodied in the written contract, in the form set out in the schedule to this Ordinance, to be entered by him/her with the University:</p> <p>Provided that, where the Controller of Examinations has been appointed on deputation from his/her parent organization or service, the conditions and benefits governing his/her deputation, to the extent that the same are not inconsistent with the rules of the Central Government in this regard, shall stand incorporated in the said contract.</p> <p>(i) In case the office of the Controller of Examinations is vacant or he/she is, by reason of illness or absence for any other cause, unable to perform the duties of his/her office, the said duties shall be performed (in addition to his/her own duties) by an officer or Professor of the University nominated by the Vice-Chancellor, for such period as he/she may specify.</p> <p>6. (a) Subject to the superintendence of the Examinations Committee, the Controller of Examinations shall conduct the examinations and make all other arrangements thereof and be responsible for the due execution of all processes</p>	
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		<p>connected therewith.</p> <p>(b) The Controller of Examinations shall, subject to the provisions of this Ordinance –</p> <ul style="list-style-type: none"><li>(i) be responsible for the due custody of the records pertaining to his/her work;</li><li>(ii) issue, under the directions of the Vice-Chancellor, the notices for meeting of the Examinations Committee, place before such meetings all information necessary for the transaction of their business, and maintain their proceedings, and conduct the correspondence of the Examination Committee;</li><li>(iii) convene the meetings of the Committees appointed by the Examinations Committee, provide them with the necessary information and records, and place their recommendations before the Examination Committee;</li><li>(iv) announce the schedules for the examinations of the University for different courses of study, and arrange for the preparation and moderation of the question Papers, and be responsible for the security thereof, and for the preparation and declaration of the results for the said examinations:  Provided that the arrangements for the printing of the question Papers shall be such as may be directed by the Vice-Chancellor;</li><li>(v) call from any office of the University, any such information or returns that he may consider necessary for the performance of his/her duties;</li><li>(vi) exercise administrative supervision over the employees working under him, and seek explanation from any subordinate employee of the University, in respect of any duty assigned to, or required to be performed by, such employee in connection with the</li></ul>	
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organization and conduct of the examinations of the University, or pertaining to the responsibilities of the Controller of Examinations, and suggest, to the appropriate authorities, disciplinary action against the persons at fault; and

(vii) perform such other functions as may be prescribed by the Ordinances, and as may be assigned from time to time by the Executive Council, the Examinations Committee and the Vice-Chancellor.

**THE SCHEDULE TO I-D**

(See sub-clause (a) of clause 2)

**FORM OF AGREEMENT (CONTRACT OF SERVICE) WITH  
THE CONTROLLER OF EXAMINATIONS OF THE  
UNIVERSITY**

AGREEMENT MADE this ..... day of the Month  
of ..... in the year .....

		<p style="text-align: center;">between</p> <p style="text-align: center;">Dr/Sri/Smt/Km</p> <p style="text-align: center;">..... , of</p> <p style="text-align: center;">the first part</p> <p style="text-align: center;">(hereinafter called 'the Controller of Examinations')</p> <p style="text-align: center;">and</p> <p style="text-align: center;">the H N B GARHWAL UNIVERSITY, of the other part</p> <p style="text-align: center;">(hereinafter called 'the University'):</p> <p>Whereas, in accordance with the provisions of the H N B Garhwal University Act, 2009 (hereinafter called "the Act"), and the Statutes, the Ordinances and the Regulations made thereunder (hereinafter called "the Statutes", "the Ordinances" and "the Regulations", respectively),</p> <p>Dr/Sri/Smt/Km. ....</p> <p>has been appointed by the University to the post of Controller of Examinations of the University, with effect from the date he/she takes charge of the duties of the said post, for a term of five years, whereafter he/she may be re-appointed to the post, under the provisions of clause (8) of the Statutes, and the Controller of Examinations has accepted the said appointment,</p> <p>IT IS HEREBY AGREED as follows –</p> <p>1. That the Controller of Examinations hereby undertakes to exercise the powers assigned to him/her by the provisions of the Act, the Statutes, the Ordinances 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 matters in respect of which they are empowered, by the</p>	
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	<p>provisions, to make such rules or issue such directions:</p> <p>Provided that the Controller of Examinations shall 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>(1) Provided further that the Controller of Examinations 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 this Agreement, the Controller of Examinations 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 Controller of Examinations in 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 Controller of Examinations 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 receive pay in the succeeding stages in such scale, unless the annual increment is withheld in pursuance of the provisions of the Act, the Statutes, the Ordinances and the Regulations, as amended from time to time:</p> <p>Provided that where the Controller of Examinations has been appointed as such on deputation from the post held by immediately before joining the post of Controller of Examinations, or from the cadre or service of which he/she is a member, he/she shall be paid, for joining the University, such travelling</p>	
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		<p>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 Controller of Examinations 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 Controller of Examinations 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 Controller of Examinations shall deliver up to the University all records, property and other goods and articles belonging to the University that may be in his possession.</p> <p>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.</p> <p>IN AFFIRMATION WHEREOF the parties hereto affix their hands, and the party of the other part also affixes</p>	
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		<p>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.</p> <p>Signature of the Registrar                      Signature of the Controller  on behalf of the University</p> <p><u>Witness No. 1</u>                                      <u>Witness No. 2</u></p> <p>Signature    Signature</p> <p>Name : .....                                      Name :  .....</p> <p>Address: .....                                      Address: .....</p>	
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