



Gujarat National Law University

Gujarat National Law University
Administrative Directive
GNLU/AD/10/10

POLICY FOR INCENTIVES FOR Ph D/ M Phil
AND OTHER HIGHER QUALIFICATIONS
(TO TAKE EFFECT FROM 01-09-2009)

Pursuant to the Executive Council Resolution dated 27th August 2010, and as per the 'UGC Regulations on Minimum Qualifications for Appointment of Teachers and Other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education 2010' and 'Gujarat National Law University Regulations 2009', and also with a view to encourage more and more University teachers to undertake doctoral research and upgrade their qualifications and professional competence, Gujarat National Law University frames the following Regulations regarding incentives for PhD/MPhil Degrees and other higher qualifications:

1. The prime objective of these Regulations is to attract talents and retain the existing talents in the University.
2. (a) *Ph D Degree holders* at the time of recruitment to the post of Assistant Professor Cadre shall be entitled to five (05) non-compounded advance increments. The said Ph D Degree must have been awarded in a relevant discipline by the University following the process of admission, registration, course work and external evaluation as prescribed by the UGC.

(b) PROVIDED that, with a view to ensure the services of the faculty members for a considerable time, the faculty members receiving benefits mentioned under 2(a) shall be required to serve the University (GNLU) for a minimum period of two years from the date of receiving the benefits. In case of resigning/leaving the University before the expiration of the said two-year-period, the concerned faculty member shall have to refund the said benefits (five non-compounded advance increments) to the University. The reimbursement may be effected either by self-payment or appropriate deduction from social security benefits, such as, provident fund, gratuity, etc accrued to the faculty member. The University shall take an undertaking to that effect from such faculty members.
3. *M.Phil Degree holders* at the time of recruitment to the post of Assistant Professor Cadre shall be entitled to two (02) non-compounded advance increments.
4. (a) *Those faculty members who possess Post-graduate degree in the professional course such as LLM/M.Tec/M.Arch/M.E/M.VSc/M.D, etc* recognized by the relevant statutory body/council shall also be entitled to two (02) non-compounded advance increments. This has been decided taking into consideration the nature and level of these degrees and also the additional time spent in acquiring them.

* In case of the existing faculty members, the 2-year-period shall run from the 1st of October 2010 or from the date of receiving the benefits (i.e. the advance increments) whichever is later.

(b) PROVIDED that, with a view to ensure the services of the faculty members for a considerable time, the faculty members receiving benefits mentioned under 4(a) shall be required to serve the University (GNLU) for a minimum period of two years from the date of receiving the benefits.[†] In case of resigning/leaving the University before the expiration of the said two-year-period, the concerned faculty member shall have to refund the said benefits (two non-compounded advance increments) to the University. The reimbursement may be effected either by self-payment or appropriate deduction from social security benefits, such as, provident fund, gratuity, etc accrued to the faculty member. The University shall take an undertaking to that effect from such teachers.

5. *Faculty members who complete their Ph D Degree while in service* shall be entitled to three (03) non-compounded increments if such Ph D is in a relevant discipline of employment and has been awarded by a University complying with the process prescribed by the UGC for enrolment, course work, evaluation, etc.
6. (a) In respect of every other case, *a faculty member who is already enrolled/registered for Ph D* shall avail the benefit of three (03) non-compounded increments only if the university awarding the Ph D has been notified by the UGC to have complied with the process prescribed by the UGC for the award of Ph D in respect of either coursework or evaluation or both, as the case may be.

(b) PROVIDED that a faculty member receiving benefits mentioned under 6(a) shall be required to serve the University (GNLU) for a minimum period of two years from the date of receiving the benefits.[‡] In case of resigning/leaving the University before the expiration of the said two-year-period, the concerned faculty member shall have to refund the said benefits (three non-compounded advance increments) to the University. The reimbursement may be effected either by self-payment or appropriate deduction from social security benefits, such as, provident fund, gratuity, etc accrued to the faculty member. The University shall take an undertaking to that effect from such teachers.

(c) PROVIDED further that a faculty member receiving benefits mentioned under 6(a) shall be required to complete his/her doctoral research programme within a period of five (05) years from the date of registration. In case of non-completion within the said five-year-period, the University shall stop the payment of three (03) advance increments for that purpose. However, upon completion of the doctoral research programme while in service, the concerned faculty member shall again become entitled to three (03) non-compounded increments (which he had been receiving earlier) from the date of notification to that effect. The University shall take an undertaking to that effect from such teachers.

7. *Faculty members who acquire M Phil Degree, while in service* shall be entitled to one (01) advance increment.

[†] In case of the existing faculty members, the 2-year-period shall run from the 1st of October 2010 or from the date of receiving the benefits (i.e. the advance increments) whichever is later.

[‡] In case of the existing faculty members, the 2-year-period shall run from the 1st of October 2010 or from the date of receiving the benefits (i.e. the advance increments) whichever is later.

- 8.** Notwithstanding anything in the foregoing clauses, those faculty members who have already availed the benefits of advance increments for possessing Ph D/ M Phil at the entry level, or for acquiring Ph D/ M Phil while in service under the earlier Schemes/ then policy/ Regulations, shall not be entitled to the benefit of advance increments under these Regulations.
- 9.** The foregoing clauses are applicable only to the faculty members of Assistant Professor Cadre ('Entry Level', 'Senior-Scale' and 'Selection-Grade'), and not to the teachers of Associate Professor Cadre and Professor Cadre.
- 10.** All advance increments, wherever allowed, as mentioned in the foregoing clauses, either earlier or now, shall be given on non-compounding basis.
- 11.** Where a faculty member is entitled to claim advance increments on more than one ground, then, he shall be entitled to get advance increments only on one of such grounds (bases), i.e. the highest one.
- 12.** In respect of claiming advance increments on the ground of registration/enrolment for Ph D programme, following option is given to those faculty members who were serving (who were on the pay roll of) the University (GNLU) as on 1st September 2009. Accordingly:
- (a) (i) A faculty member can claim advance increments for registration/enrolment for Ph D programme from 1st September 2009, in which case he/she shall have to complete his/her doctoral research programme within a period of five (05) years from the date of registration. In case of non-completion within the said five-year-period, the University shall stop the payment of three (03) advance increments for that purpose. However, upon completion of the doctoral research programme while in service, the concerned faculty member shall again become entitled to three (03) non-compounded increments (which he had been receiving earlier) from the date of notification to that effect. The University shall take an undertaking to that effect from such faculty members.
- Or*
- (ii) Alternatively, a faculty member can claim advance increments for registration/enrolment for Ph D programme from 1st January 2011, in which case he/she shall have to complete his/her doctoral research programme by 31st December 2015 or within a period prescribed by 'the University' in which he/she has enrolled himself/herself for his/her doctoral research programme, *whichever is earlier*. In case of non-completion within the said period, the University (GNLU) shall stop the payment of three (03) advance increments for that purpose. However, upon completion of the doctoral research programme while in service, the concerned faculty member shall again become entitled to three (03) non-compounded increments (which he had been receiving earlier) from the date of notification to that effect. The University (GNLU) shall take an undertaking to that effect from such faculty members.
- (b) PROVIDED that a faculty member may elect to claim advance increments for registration/enrolment for Ph D programme from 1st January 2011 without prejudice to his/her right to claim advance increments for other grounds (e.g. for M Phil, or for any other higher qualification/s) from 1st September 2009 under these Regulations.

13. The foregoing clauses shall come into force on the first day of September 2009.

PROVIDED that the foregoing clauses are applicable only to those faculty members who were serving the University (GNLU) as on 1st October 2010 or joining the University (GNLU) thereafter.

Memorandum of Undertaking

I, _____, _____ (designation), Employee Code: _____, pursuant to the Executive Council Resolution dated 27th August 2010 for the implementation of Regulation 9.0 of the 'UGC Regulations on Minimum Qualifications for Appointment of Teachers and Other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education 2010' and Regulation 23 (8) of the 'Gujarat National Law University Regulations 2009' regarding incentives for PhD/MPhil Degrees and other Higher Qualifications, and the Policy framed by Gujarat National Law University for the same (i.e. for the implementation of the incentives/advance increments for Ph D/ M Phil and other higher qualifications which shall take effect from the first day of September 2009), do hereby execute this Memorandum of Undertaking (hereinafter referred to as 'MoU') in favour of Gujarat National Law University (hereinafter referred to as 'GNLU') and agree and hereby give my free and full consent as follows:

1. I hereby agree to opt for the option provided under Clause 12 (a) (ii) [i.e., the second option as provided for under Clause 12 (a) (ii)] of the 'Policy framed by Gujarat National Law University for the same (i.e., for the implementation of the incentives/advance increments for Ph D/ M Phil and other Higher Qualifications'.
2. I do hereby agree to serve GNLU for a minimum period of two (02) years commencing from the first day of September 2010.
3. I do hereby undertake that during the said period of two (02) years, I shall not leave GNLU for any reason, whatsoever. I further agree that in the event I intend to leave GNLU for any reason, whatsoever, prior to the completion of the said minimum period of two (02) years from the first day of September 2010, I shall recompense GNLU by paying an amount equivalent to a sum of "total non-compounded advance increments in pursuance of the aforementioned Regulations" received by me during the period commencing from the first day of September 2010 to the date of leaving GNLU. Further, I also agree that the said reimbursement may be effected either by self-payment or appropriate deduction from social security benefits, such as, provident fund, gratuity, etc accrued to me. Furthermore, I shall be entitled to leave the employment with GNLU by following the due procedure prescribed in the terms and conditions of my appointment letter, only after serving the said minimum guaranteed period as per this MoU.
4. I do hereby agree to the existing Regulations of GNLU and Regulations framed/ amended from time to time.
5. I do hereby undertake that the relevant provisions of the GNLU Regulations, which are not contrary to what has been expressly referred to in the present MoU, shall be binding on me.
6. I do hereby undertake to fulfil all the obligations pertaining to my position in true letter and spirit of the benefits accorded to me by GNLU, as a part of its policy to attract and retain faculty members. As regards the interpretation or application of this MoU, the decision of GNLU shall be final and binding upon me.

I hereby declare that I am executing this MoU in favour of GNLU with my own will and consent on this the _____ (date) day of _____ (month) 2011 at Gujarat National Law University, Gandhinagar, Gujarat.

Signature