



**Institute of Human Resources Development
Chackai, Thiruvananthapuram-24**

PROCEEDINGS

IHRD – Engagement of guest faculty members under IHRD – Retaining the guest faculty members on adhoc basis for a period of 3 years – Sanction accorded - Orders issued

No.EB1/453/2022/IHRD

Dated, Thiruvananthapuram, 3rd September 2022

- Read:-**
- 1. Judgment dated 16.12.2021 on the W. P(C) No. 13725/2015 filed by former guest faculty members at College of Engineering, Adoor*
 - 2. Resolution of the 105th meeting of the Executive Committee of IHRD held on 04.07.2022*

ORDER

The guest faculty members at College of Engineering, Adoor filed a Writ Petition before the Hon'ble High Court challenging the Government order G. O (Ms) No.121/2015/H. Edn dated 01.04.2015 by which IHRD, CAPE and LBS were exempted from retaining the guest faculty members for a minimum period of 3 years and also challenging this office proceedings No EA1/8291/2006/HRD dated 10.04.2015 by which the Government order dated 01.04.2015 was implemented in IHRD. Now, Hon'ble High Court on the judgment dated 16.12.2021 has quashed the Government order dated 01.04.2015 and this office proceedings dated 10.04.2015 and has also observed that a direction can be issued to the respondent that in case the petitioners who have already been on roll and have been discharging the duty of the guest lecturer and are competent, can always make a list of such Lecturers and engage their services and stop the practice of perpetual engagement of the guest faculty members and also issued certain directives therein.

2. The above matter was placed before the Executive Committee of IHRD which met on 04.07.2022. The Executive Committee examined the matter in detail and observed that, there exists some vacancies in the post of Assistant Professors/Lecturers in various categories of post under IHRD and IHRD is not in a

position to recruit faculty on regular basis due to financial constraints. Qualified candidates are being engaged strictly as per the Special Rules of IHRD as guest faculty members to cater to the academic requirements of various institutions for every academic year through the Employment Exchange as well as by inviting application from qualified candidates through open market based on the guidelines issued every year. The Executive Committee also observed that, retaining the guest faculty members selected after evaluating their performance/ suitability by the head of institution concerned may be beneficial to IHRD for enhancing academic quality as well as for NBA accreditation process and other processes of the Universities concerned. In order to improve the academic quality of different categories of educational institutions as well as for getting approval from various statutory bodies of UGC, NBA etc. and also to comply with the judgment dated 16.12.2021 of the Hon'ble High Court on the WP (C) No. 13725/2015 retention of guest faculty members in different categories of institutions is inevitable. In view of the above, the Executive Committee after detailed discussion resolved to engage guest faculty members for a period of 3 years subject to certain terms and conditions.

3. In the circumstances, sanction is accorded to the heads of institutions to engage guest faculty members for a period of 3 years subject to the following terms and conditions:-

1. The guest faculty members shall be engaged initially for one academic year only strictly in accordance with the guidelines issued vide circular No. EB1/1412/2022/HRD dated 04.04.2022 and subsequent amendments.
2. If their overall performance is found satisfactory they shall be considered for engagement on subsequent years without further selection and only based on their performance without any liability to IHRD/ institution concerned.
3. Performance of guest faculty shall be evaluated by a Committee constituted for this purpose with the Principal of the institutions concerned as Chairman including a subject expert as one among the members.

4. If the service of guest faculty members is not found satisfactory or as and when regular appointment to the post are made, the guest faculty shall be relieved from duty without further notice.
5. The age limit for the engagement of guest faculty members shall be same as that in Government Colleges/ Schools as per the guidelines issued from time to time.
6. An agreement in Kerala stamp paper worth Rs. 200/- (Rupees Two hundred only) shall be obtained from the candidates on their selection for appointment in the format attached.

4. The heads of institutions shall strictly adhere to the above guidelines and obtain the agreement as stated above and shall constitute a Committee for the purpose without fail.

5. The above guidelines shall come into force with immediate effect.

6. Receipt of this order shall be acknowledged by return via e-mail

Sd/-
Dr. P Suresh Kumar
DIRECTOR

Encl:- Format of the agreement


To:-

All heads of Institution concerned

Copy to:-

1. *Additional Director*
2. *Administrative Officer*
3. *Finance Officer*
4. *All section heads*
5. *All Sections in the Establishment Section*
6. *IT Division*
7. *CA-II*
8. *SF*
9. *OC*

Forwarded/By Order


Senior Superintendent
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(In Kerala stamp paper worth Rs.200/-)

Name of Institution :.....
Managed by
Institute of Human Resources Development (IHRD)

Contract Engagement to the Post of Assistant Professors/ Lecturers/ in various categories of institution in Engineering College/College of Applied Science/ Model Polytechnic Colleges/Technical Higher Secondary School/Regional Centre/Model Finishing School etc...

This agreement is made on this day ofth (fill date) (month) (year).....(dd-mm-yyyy), between the Head of Institution concerned (hereinafter called the “employer”) on one part and Sri./Smt./Dr. (Name and address) (hereinafter called the “appointee”) on the other part.

WHEREAS the appointee has applied for the post of Assistant Professor/ Lecturer in(Specify Division)at (at Engineering Colleges/ Model Polytechnic College/College of Applied Science/ Technical Higher Secondary School/Regional Centre/ Model Finishing School)onadhocbasis under the employer.

NOW THIS DEED WITNESS AND it is mutually agreed between the parties as follows:

1. The employer (Head of institution concerned) hereby agrees to engage the appointee on contract basis as Assistant Professor/Lecturerin (Specify Division)at the (Engineering Colleges/ Model Polytechnic College/College of Applied Science/ Technical Higher

Secondary School/Regional Centre/ Model Finishing School etc...)
..... for a period of one year or till fresh contract/ regular
appointment is made whichever is earlier. The appointee hereby agrees to
serve the employer as Assistant Professor/Lecturer in at the
.....on Contract basis, on the terms herein after provided.

2. The temporary period of appointment shall be for one year with effect from
.....***with break during vacation months as decided by
Government from time to time*** or till fresh contract/regular appointment
is made whichever is earlier. During the period of contract the employer will
pay the appointee a consolidated salary of (Rupees in words) per
month. The appointee is not entitled to any other emoluments or
concessions or other benefits as maternity leave or any other leave or
accident caused etc... during the contract period.
3. Subject to the conditions herein before and after provided the contract
appointment shall be terminated on the expiry of the period Specified in
Clause 2 above. However, either party can make an application for the
earlier termination of the contract to the other party of the contract, and the
employer reserves the right to terminate the appointment on such
application. The decision of the employer in this regard shall be final and
binding on both parties.
4. a) It shall not be obligatory on the part of the employer to provide any
employment to the appointee on the expiry of the contract period nor shall
it be obligatory on the part of the appointee to accept an employment under
the employer after the contract period.

b) If the appointee desires to terminate the contract before expiry of the actual tenure of the contract, he/she shall submit one month's notice to the employer. In lieu of the prior notice, the appointee shall pay the employer an amount equivalent to one month's salary.

5. This agreement is executed between the employer and the appointee and the appointee shall be bound by such amendments or corrections that may be effected by the IHRD in this agreement from time to time.

6. During the contract period, the appointee shall attend to the work allotted to him/ her by employer or other authorized officer engaged by the employer with utmost care and diligence required of him/her and the appointee shall be bound to make good to the employer any loss or damage caused to the properties of the employer due to carelessness or negligence of the appointee.

7. In case of any doubt/clarification regarding the engagement of guest faculty members in any of the institution, execution of agreement in Kerala Stamp paper worth Rs.200/- (Rupees two hundred only) etc... the decision of the Director shall be binding and final.

IN WITNESS WHEREOF THE PARTIES hereto have signed this Deed onth (fill date) month year(dd-mm-yyyy) first above written.

For and on behalf of the Institution concerned signed by

**Signature of the Employer/ Head of
Institution concerned**

In the presence of witnesses:

1.

2.

Signed by Sri/Smt/Dr.....(name)Signature of the Appointee

In the presences of witnesses

1.

2.