



CONDITION OF SERVICES 2018

KHESAR GYALPO UNIVERSITY OF MEDICAL SCIENCES OF BHUTAN

1st EDITION : Conditions of Service 1st January 2013

2nd EDITION : Condition of Services 1st July 2014

3rd EDITION : Condition of Services 1st July 2018

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KGUMSB/08-GC/2017-2018/734

7 May 2018

Executive Order

This is to notify that the 8th session of the Governing Council held on 16 March 2018 and subsequent online endorsement of it by the GC members, the revised Condition of the Services (CoS) 2018 of KGUMSB has been approved on 7 May 2018. It is to notify that the CoS 2018 shall be implemented with effect from 1st July 2018. This executive order is being issued for strict implementation of the CoS 2018 by all concerned faculties, affiliated institutions and concerned officials with effect from 1st July 2018.

Lyonpo Tandin Wangchuk

Chair of the Governing Council of the KGUMSB

Cc:

1. The members of the Governing Council of KGUMSB for information.
2. The members of the Advisory Board of the KGUMSB for information.
3. The President of the KGUSMB, Thimphu for information and necessary action.

CHAPTER 1
PRELIMINARY

CHAPTER 1

PRELIMINARY

WHEREAS, the University of Medical Sciences Act of Bhutan 2012 provides for the establishment of Khesar Gyalpo University of Medical Sciences of Bhutan as an autonomous institution overarching various institutions that are engaged in medical and health training education.

WHEREAS, it is expedient to have efficient mechanism to regulate the functioning and management of the Khesar Gyalpo University of Medical Sciences of Bhutan.

THEREFORE, pursuant to Chapter 4 of the University of Medical Sciences Act of Bhutan 2012, the University hereby frames the Condition of Services.

1.1. Short Title and Commencement

- 1.1.1. This document shall be called the '***Condition of Services of the Khesar Gyalpo University of Medical Sciences of Bhutan***' (CoS – KGUMSB)
- 1.1.2. The first edition of the regulation came into force with effect from *1st January 2013*.
- 1.1.3. The second edition of the regulation came into force with effect from *1st July 2014*.
- 1.1.4. The third edition of the regulation shall come into force with effect from *1st July 2018* through an executive order by the Chairman of the Governing Council.

1.2. Purpose

- 1.2.1. The purpose of this ***Condition of Services of the Khesar Gyalpo University of Medical Sciences of Bhutan*** is to ensure parity, consistency, uniformity of personal actions in the employees of the KGUMSB.

1.3. Extent

- 1.3.1. These CoS shall extend to all the employees of the university inclusive of the employees on Contract, Secondment, Volunteers, on the Job Exchange, General Service Employees and Elementary Service Employees.

1.4. Rule of Construction

- 1.4.1. In this rule unless the context indicates otherwise, the singular shall include plural and the masculine gender shall include the feminine gender and vice versa.

1.5. Amendment and Interpretation

- 1.5.1. The University shall amend the document as and when necessary and the electronic copy of the most updated version shall be made available on the website although printing of the document may be decided when the need arises.
- 1.5.2. The Office of the President or constituent faculties may propose changes.
- 1.5.3. The authority for amendment and interpretation of any provision under the CoS shall vest with the Governing Council and its interpretation shall be final and binding.

1.6. Relaxation

- 1.6.1. The University upon approval from the Governing Council may relax some provisions wherein such relaxation is deemed expedient for furtherance of the University's vision and objectives.

CHAPTER 2

**CODES OF ETIQUETTE,
ETHICS, CONDUCTS,
AND THE RIGHTS**

CHAPTER 2

CODES OF ETIQUETTE, ETHICS, CONDUCTS, AND THE RIGHTS

WHEREAS, the University ensures that employee conducts appropriately in body, mind, and speech while discharging their functions with the highest degree of moral integrity, professionalism and accountability.

This regulation sets forth a set of rules to govern the code of etiquette, ethics, conduct and the rights of the employee as follows:

2.1. Code of Etiquette

The employee of the Khesar Gyalpo University of Medical Sciences of Bhutan on duty shall:

- 2.1.1. Be in complete professional attire or decently dressed.
- 2.1.2. Be a role model for health and hygiene.
- 2.1.3. Refrain from smoking and other tobacco use except in authorized places.
- 2.1.4. Abstain from use of psychotropic or habit-forming drugs.
- 2.1.5. Abstain from using 'Alcohol' during office hours or in quantities that may hamper his profession and responsibilities.

2.2. Code of Ethics

The employee of KGUMSB on duty shall:

- 2.2.1. Practice within the scope of their professional competence.
- 2.2.2. Hold responsibility to his decisions and actions and accountable to the office as prescribed by the Condition of Services.
- 2.2.3. Promote and uphold the principle of ideological and the *esprit de corps* of the University in every way within his capacity.
- 2.2.4. Avoid plagiarism by maintaining honesty in all professional dealings and practice his profession with the highest standards of ethics and courtesy.
- 2.2.5. Declare any conflict of interests relating to his official duties.
(Annexure 2/1)

- 2.2.6. Refrain from receiving financial or any other benefit or gratifications from individual or organization that may adversely influence his performance.
- 2.2.7. Disclose any information as may be required by the law for public interest, without undermining the confidentiality and the right of an individual.
- 2.2.8. Avoid engaging in activities leading to financial gain or other material benefits using the University's resources.
- 2.2.9. Remain apolitical and not contest or canvass for a political party or politician or hold any paid or unpaid posts in any political party, while he is still an employee of the University.
- 2.2.10. Avoid instigating and engaging in any activity as strike, demonstration and marches, which may disturb functioning of the University.
- 2.2.11. Abstain from offering gratuity, gift, or favour to obtain special advantages.
- 2.2.12. Refute any action that may cause harassment or discrimination against student(s) or employee on the basis of race, colour, religion, sex, age, nationality or ethnic origin, political ideological beliefs, marital status, physically or mentally challenged condition, sexual orientation, or social and family background.
- 2.2.13. Refrain from creating a hostile, intimidating, abusive, offensive, or oppressive environment.
- 2.2.14. Not make malicious or false statements about a colleague, a trainee or the University.
- 2.2.15. Prevent coercive or deceptive means to influence professional judgments of colleagues.
- 2.2.16. Avert intentional distortion or misrepresentation of facts concerning an educational matter in direct or indirect public expression.
- 2.2.17. Avoid falsifying or misrepresenting one's own professional qualifications or such other documents for the furtherance of personal or professional career.
- 2.2.18. Abstain from using institutional privileges for personal gain or advantage except in accordance to the provisions of this regulation.
- 2.2.19. Make reasonable effort to protect students from conditions harmful to the learning process or the overall health and safety.
- 2.2.20. Avoid abusing his official position at all the times.

2.3. Mass Medias

- 2.3.1. Except as provided for by this regulation, and shall not have any dealings with any form of media in matters related to publications, interview, panel discussions, or hosting of similar activities in any form of mass media where such dealings by the employee of University has the potential to:
 - 2.3.1.1. Undermine the integrity and sanctity of the University, or
 - 2.3.1.2. Unduly influence the independence of the individual's capacity to discharge his functions with full integrity and professionalism, or
 - 2.3.1.3. Influence, alter or enhance the image or public perception of the individual employee for professional or personal gains, or
 - 2.3.1.4. Promote pharmaceutical products or companies or other commercial agencies in lieu of money, property or other gratifications.
- 2.3.2. All media communications shall be channeled through authorized body or person of the University.
- 2.3.3. Photography
 - 2.3.3.1. The employee of the University, without prior consent of the patient shall not do video recording, filming, or take still photography of patients and other procedures.

2.4. Code of Conduct

- 2.4.1. The employee of the University shall carry out teaching, research, clinical and administrative duties as mentioned in the under-taking and job responsibilities.

2.5. Educational/Academic

A teaching faculty shall:

- 2.5.1. Contribute to the education, research and training of professional colleagues, students/trainees and other healthcare professionals.
- 2.5.2. Supervise and guide junior colleagues, students and trainees.
- 2.5.3. Ensure continuous professional development including teaching skills.

- 2.5.4. Conduct with honesty and objectivity when assessing those they supervise or train.
- 2.5.5. Abide by the requirements and norms prescribed by the respective health center.

2.6. Duties to:

2.6.1. Health care services

2.6.1.1. Employee of the University shall:

- a. Comply with the National Health Policy of Bhutan.
- b. Undertake task entrusted by Ministry of Health with the permission of the Dean or from an appropriate authority of the University.
- c. Perform all such duties to ensure continued enhancement in the quality of patient care through efficient health care delivery system.
- d. Suggest/recommend use of appropriate managerial tools/techniques/skills to promote the quality of patient care.

2.6.2. Profession

2.6.2.1. The employee of the University shall:

- a. Strive to maintain highest standard of professionalism.
- b. Not abuse professional knowledge, skills or privileges.
- c. Not issue certificates and/or reports in his professional capacity, which contains false statements.
- d. Not be a party to false pretenses, forgery, fraud, theft, counterfeiting, indecent behaviour or assault.
- e. Perform duties in which he is qualified and authorized.
- f. Not indulge in any commercial dealing of human and animal organs or tissues.
- g. Ensure competence when accepting and delegating responsibility.
- h. Maintain standard of personal conduct, which reflect value on the profession and enhance public confidence.

- i. Ensure use of technology/scientific advances that are safe, efficient and cost-effective.
- j. Maintain records and other official documents under safe custodians.

2.6.3. University

2.6.3.1. The employee of the University shall:

- a. Exhibit the highest standards of professional behaviour, exercise professional judgement and act in a courteous and sensitive manner when interacting with students, employee, patient and the community.
- b. Perform all tasks as prescribed by the University professionally, responsibly, impartially, apolitically and with honesty, integrity and fairness at all times.
- c. Collaborate in the development of the University plans, policies and programs.
- d. Develop and produce scholarly teaching learning materials and disseminate the results of activity.
- e. Use information gained in the course of employment only for proper and appropriate purposes.
- f. Conduct performance evaluation and appraise or advise the University on the needs of the unit, department or faculty in relation to both personal and career development plans.
- g. Make judicious use of the University resources.

2.6.4. Teaching

2.6.4.1. A teaching faculty shall:

- a. Be conscious of their special duty of care to students in all educational activities both within and outside the University.
- b. Develop, implement, evaluate and document teaching and learning programs including audit and peer review of his teaching.
- c. Supervise work, advice on study skills and help students with individual learning needs and help them in maximizing learning outcomes.

- d. Engage students in critical discourse and rational thinking.
- e. Assess students' work based on appropriate assessment tools; monitor their progress and provide timely constructive feedback.
- f. Conduct research individually or collaboratively to support teaching subject, profession and pedagogy.
- g. Undertake appropriate continuing professional development to promote competence in curriculum development, delivery and evaluation, classroom management and teaching skills.
- h. Not indulge in any form of sexual relationships or indecent behaviour with students.
- i. Not give students alcohol, tobacco products or other drugs, nor will they encourage or condone the use of alcohol or other drugs.
- j. Not use any form of discipline which involves corporal punishment.

2.6.5. Patients

2.6.5.1. The employee of the University shall:

- a. Attend to patients without discrimination on the basis of gender, age, social, political, ethnic, economic, and religious or caste status.
- b. Make conscientious assessment of the history, symptoms and signs of a patient's condition, order appropriate investigations and provide necessary treatment along with regular review and ensure follow up.
- c. Consult with other professional colleagues whenever necessary before making assessments and clinical judgment on complicated cases.
- d. Obtain informed consent for examination and treatment in order to provide best possible care.
- e. Ensure the presence of a third person during physical examination or procedures. However, a female attendant must be present during examination or procedure on a female patient.

- f. Explain to the patients the effects and the side effects of the prescribed drugs and procedures.
- g. Caution while prescribing and administering drugs with potential damaging side effects.
- h. Exercise due sensitivity and subtleness while disclosing critical/grave condition or death of the patient or the relatives.
- i. Educate the patient/party on their rights to refusal and to avail services from a different health professional, if they are not satisfied with their treating physician or recommended interventions.
- j. Make timely and appropriate consultations and/or referrals as a last resort.
- k. Maintain professional confidentiality.
- l. Obtain ethical clearance for any research projects involving human subjects from the competent authority.
- m. Refrain from performing termination of pregnancy contrary to the laws of the land.
- n. Abstain from practicing euthanasia (and shall conform to the guidelines on withholding or withdrawing of mechanical ventilation to a patient of brain stem death as prescribed by the Council).
- o. Document proper clinical notes and communications pertaining to diagnosis, investigations, treatment, prognosis, and follow up.
- p. Abide by the principles of autonomy, respect, justice and non-maleficence at all times while dealing with patients/research subjects.

2.6.6. Professional Colleagues and Brethren

2.6.6.1. Teaching faculty and employee shall:

- a. Make conscious and concerted effort to promote and create a culture of harmony, team work and belongingness in furtherance of academic excellence in undergraduate and post graduate medical education.
- b. Be provided astute leadership by Deans of various Faculties, Professors and Heads of Departments to create a culture, guide and support their junior faculty

members and employee to enable positive and good values to teach, train and nurture their students to achieve high academic standards in respective disciplines.

- c. Develop soft skills among themselves and their subordinates to be good listeners be open and communicative, accommodative, well mannered, socially supportive, empathetic and create positive connectivity among one and all.
- d. Continue to provide their expertise and wisdom as Professor Emeritus even after retirement to held high esteem as the teaching faculty.
- e. Treat every health professional with dignity, honour and respect.
- f. Facilitate exchange of professional knowledge and skills.
- g. Not indulge in unfounded criticism of professional colleagues, institutions and the profession.
- h. Not interfere in the on-going management plans especially for the indoor patients without the consent of the treating (attending) health professional.
- i. Participate in creating and maintaining favourable working conditions.

2.7. The Rights

2.7.1. The employee of the University shall have the right to:

- 2.7.1.1. Equal pay for work of equal value.
- 2.7.1.2. Receive remuneration and allowances as may be determined by the University from time to time.
- 2.7.1.3. Safe and enabling work environment.
- 2.7.1.4. Rest and leisure, including reasonable restriction of working hours and leave with pay as prescribed in **Chapter 6**.
- 2.7.1.5. Access to free health care services in Bhutan as per the provision of the RGOB.
- 2.7.1.6. Opportunities to enhance professional qualification and skills as prescribed in this regulation.

- 2.7.1.7. Express opinions on the lawfulness of orders, including making constructive criticisms and suggestions to one's superiors in an appropriate manner, befitting to the Bhutanese culture.
- 2.7.1.8. Refuse a task which is contrary to the provisions of the Act and other laws and regulations of the Land.
- 2.7.1.9. Not be removed, demoted, terminated or administratively penalized without due administrative process.
- 2.7.1.10. Make appeals and file complaints to the appropriate authority of the University and in the event, if the decision of the appellate authority is not satisfied, he may appeal to the Court of Law.
- 2.7.1.11. Protection from personal liabilities for discharging official duties and responsibilities.

2.8. Indemnity

The University shall institute appropriate insurance mechanisms or indemnity plan for the clinical employees.

2.9. Interpretation

If any question arises relating to the interpretation of these rules and regulations, it shall be referred to the Governing Council, whose decision thereon shall be final and binding.

Declaration of Conflicts of Interest

Part A – Declaration of Conflicts of Interest

I, [name], bearing CID No.....
[Position/Title].....
.....[Agency], hereby declare that:

I do not have any pecuniary interest or other personal interest, (actual or potential) in any matter that raises or may raise a conflict with my duties as a Member of[Committee/Board] of.....[Agency]. I shall notify the Management or Committee concerned immediately in the event when such interest arise in the course of discharging my duty as a.....[Committee/Board] Member.

OR

I have pecuniary interest or other personal interest (actual or potential) in certain matter that may raise or raises a conflict with my duty as a Member of[Committee/Board] of[Agency].

If (yes)

i. Briefly describe the nature of interest:

.....
.....
.....

i ii. Do you think you would be able to take decisions impartially despite the Conflicts of Interest?

Yes

No

I confirm that the above information is true to the best of my knowledge. In the event the above declaration is found to be incorrect, I shall be liable for administrative/legal action as per the Anti-Corruption Act of Bhutan 2011 and other relevant Rules and Laws of the land.

Signature of the Employee:

Date:

Part B – Record of Resolution

With respect to the above declaration, the Chairperson of the Committee concerned has passed the following resolution:

The declarant shall:

- Refrain from getting involved or participate in performing his or her duty, as described in Part A, which may raise or raises conflicts.
- Continue to participate in performing his or her duty as described in Part A, provided that there is no change in the information declared above.
- Others (Please specify).

Signature of the Chairperson:

Date:

CHAPTER 3

**RECRUITMENT, SELECTION,
APPOINTMENT
AND JOB RESPONSIBILITIES**

CHAPTER 3

RECRUITMENT, SELECTION, APPOINTMENT AND JOB RESPONSIBILITIES

3.1. Policy

- 3.1.1. To attract and engage high calibre professionals in order to ensure professionalism, efficiency and effectiveness of the University services.
- 3.1.2. To ensure effective management of Human Resources.
- 3.1.3. Recruit employees with right qualifications, skills, knowledge and provide enabling environment to develop right attitude to achieve organizational objectives.
- 3.1.4. To delineate clear line of responsibilities amongst different functional units of the University.

3.2. Strategy

- 3.2.1. The University shall institute University Human Resource Committee (UHRC), Office of the President Human Resource Committee (OPHRC) and Faculty Human Resource Committee (FHRC) to promote efficiency, transparency and accountability of all Human Resources (HR) matters.
- 3.2.2. The Terms of Reference (ToR) for the UHRC shall be approved by the GC and the ToR for OPHRC and FHRC shall be approved by the UHRC.
- 3.2.3. The University in consultation with the faculties shall review the employee requirements annually and obtain approval from Governing Council to
 - 3.2.3.1. Determine, identify and carry out recruitment needs based on the employing pattern and the vacant position in consultation with the concerned Faculty from time to time;
 - 3.2.3.2. Provide equal opportunities to eligible candidates and appoint the right person for the right position through a fair, open and competitive selection process based on meritocracy
- 3.2.4. Provide orientation to the selected candidates.
- 3.2.5. The University shall make appointments either by direct recruitment of a new employee or in-service recruitment through promotion and/or transfer.
- 3.2.6. The University shall have the following categories of employees:

- a. Regular;
- b. Contract; and
- c. Secondment.

3.2.7. The University shall have the following occupational groups:

- a. Academics; and
- b. Administrative and Technical.

3.2.8. The positions structure shown in Table 3.1 shall be broad-banded which entails two or more position levels with same job specifications.

- a. Executives/ Subject Matter Specialist (Position Level 1 – 3): No Broad-banding);
- b. Academics/Researcher : Position Level 4 – 8;
- c. Managerial and Professional : Position Level 4 – 8;
- d. Supervisory and Support : Position Level 9 – 13;
- e. Operational : Position Level 14 – 17;
- f. General Service : Position Level 18 – 19.

3.2.9. The University shall have a position directory which will contain the following areas:

- a. Position Profile Matrix;
- b. Definition of Position Categories; and
- c. Specific Job Responsibilities.

3.2.10. The University shall have 19 position levels as shown in the table below:

Table 3.1. Position Structure and Position Levels

ACADEMICS	POSITION LEVEL	ADMINISTRATIVE AND TECHNICAL EMPLOYEES
	AT PAR WITH CABINET SECRETARY	PRESIDENT
		EXECUTIVE/SPECIALIST
Professor	1	Registrar (at par with Commission Secretary)/Subject Matter Specialist-1
Associate Professor	2	Deputy Registrar/Director General/Subject Matter Specialist-II
Assistant Professor	3	Director/ Subject Matter Specialist-III
		MANAGERIAL AND PROFESSIONAL
Senior Lecturer (Entry level PhD/MD/MS)	4	Chief
Lecturer (Entry level for Master's degree)	5	Deputy Chief
Associate Lecturer (Entry level for MBSS)	6	Senior Officer
Assistant Instructor I	7	Officer
Assistant Instructor II	8	Assistant Officer
		SUPERVISORY AND SUPPORT
	9	Administrative/Human Resource/Laboratory/Library/Accounts/Procurement/Store/Personal Assistant, Technicians (ICT Associate/Plumber/Electrician/Communication Technician)
	10	
	11	
	12	
	13	
		OPERATIONAL
	14	Telephone Operator, Receptionist, Dispatcher, Driver
	15	
	16	
	17	
		GENERAL SERVICE
	18	Security Guard, Cook, Sweeper, Gardener, Messenger
	19	

3.3. Recruitment Planning Process

The University shall:

- 3.3.1. Build and promote good governance through recruitment and appointment of individuals with positive attitude and aptitude, requisite qualification and work experiences through transparent and open competition selections.
- 3.3.2. Determine number of staff required for professorial, lecturer, instructor, and tutorial positions required for each department in consultation with the faculties, including management staff. Number of staff recruited shall be approved by UHRC and GC.
- 3.3.3. Recruit against a vacant position either by direct recruitment of new employee or in-service recruitment through open competition, promotion and/or transfer of an employee.

3.4. Authority

Position Category	Authority
President	Royal Government of Bhutan upon nomination from Governing Council
General Employee/Registrar	UHRC
Contract/Secondment/Temporary	UHRC
GS	FHRC

3.5. Eligibility and Disqualification

3.5.1. Eligibility

An applicant shall:

- 3.5.1.1. Be a Bhutanese (for regular employees);
- 3.5.1.2. Meet all qualification requirements specified in Position Directory;
- 3.5.1.3. Have attained at least 18 years of age;
- 3.5.1.4. Reapply after their superannuation/resignation and recruited through open competition, and shall be placed in a position based on the decision of the UHRC; and
- 3.5.1.5. Produce de-registered certificate from political party in case he has participated in political post (National Assembly). As

long as this clause is fulfilled, an applicant can apply for a post in the University without requiring a minimum cooling period.

3.5.2. Disqualification

An applicant shall not be eligible to apply for employment in the University if he has:

- 3.5.2.1. Been convicted of a criminal offence or is under investigation or prosecution for a criminal offence;
- 3.5.2.2. Been terminated or compulsorily retired from the Civil Service, other Royal Government agencies or institutions including a Government Corporation/Project;
- 3.5.2.3. Been adjudged medically unfit for employment by a competent RGoB medical doctor;
- 3.5.2.4. Intentionally provided false information in the application for employment or used fraudulent practices in the recruitment examination;
- 3.5.2.5. Furnished fake/forged testimonials/documents;
- 3.5.2.6. Failed to furnish testimonials as required under the University Rules;

3.6. Guidelines for Recruitment, Selection, Appointment and Induction Procedures

3.6.1. Recruitment Procedure

- 3.6.1.1. As per the delegation of authority, the Office of the President/ Faculty shall advertise the approved vacant positions through media with sufficient time for submission of documents as per the Terms of Reference for the Recruitment and Selection Committee.
- 3.6.1.2. The vacancy announcement may include the following criteria, upon the approval of the UHRC/OPHRC/FHRC:
 - a. Profile of the position, including Position Title and Position Level;
 - b. Qualification requirement;
 - c. Documents required;
 - d. Details on the submission of documents and the selection process (date, venue and contact number and address)

- 3.6.1.3. A candidate applying for a vacant position in the University shall be required to submit the following documents:
- a. Employment application form **Annexure 3/1**;
 - b. Resume/CV;
 - c. Copies of academic transcripts;
 - d. Copies of relevant training transcripts, if required;
 - e. Copy of the Bhutanese citizenship identity card;
 - f. Copy of Security Clearance Certificate;
 - g. Copy of audit clearance where applicable;
 - h. Copy of Medical Fitness Certificate issued by RGoB Physician; and
 - i. No Objection Certificate from employer, if employed.
- 3.6.1.4. The Faculty/University concerned shall:
- a. Register the application;
 - b. Verify all original documents using the checklist given under **Annexure 3/2** and attest;
 - c. Short-list applicants; and
 - d. Notify short-listed candidates on the status of applications.
- 3.6.1.5. Short-listing of applicants shall be based on the ToR of Recruitment and Selection Committee.

3.7. Selection Procedure

- 3.7.1. Objective assessment of candidate will be done through examination/interview as per the prescribed interview form with criteria and marking provided in **Annexure 3/3** as decided by the UHRC.
- 3.7.2. The UHRC may designate and delegate authorities to sub-committees for carrying out the recruitment processes as per the Terms of Reference in **Annexure 3/4**.
- 3.7.3. The selection shall be carried out as per the Position Profile Matrix.
- 3.7.4. The sub-committee shall study the interview guideline (**Annexure 3/5**) thoroughly prior to the interview. The Committee shall also observe the employers Code of Conduct and Ethics as enshrined in this rule.
- 3.7.5. The Office of the President/Faculty concerned shall compile the selection results. Sub-committee shall verify the result and shall be required to sign on the compiled result sheet.
- 3.7.6. The Office of the President/Faculty shall declare the result and notify the successful candidates.

- 3.7.7. Along with the declaration of the selection result, the Office of the President/Faculty shall provide the candidate with information on the reporting date for placement and appointment.
- 3.7.8. A candidate shall be given opportunity to appeal to the Appellate Authority/Administrative Tribunal for review of the selection result within 10 working days from the date of declaration of the result.
- 3.7.9. The committee members shall declare conflict of interest, if any, and shall leave the room from the selection interview of that candidate only.

3.8. Appointment Procedure

- 3.8.1. The Office of the President/Faculty shall appoint successful candidates against approved vacant positions upon fulfilment of the requirements.
- 3.8.2. His pay shall be fixed at the minimum of the scale prescribed for the position.
- 3.8.3. The HR Officer shall allot Employee Identity (EID) Number to the recruited employee.
- 3.8.4. Only upon the allotment of EID Number (11-digit employee ID, Example R/S/O/C20130500001, the first four digits represents year (2013) followed by month (05) and then the next 5 digits for the serial no of the employee (00001) with prefix of letter “R” or “S” or “O” or “C” representing Regular, Secondment, Others and Contract respectively) shall the appointment be considered endorsed by the University.
- 3.8.5. The University shall issue appointment order with following details:
 - a. Title and Name of the Employee;
 - b. CID Number
 - c. Employee ID No.;
 - d. Position Title;
 - e. Position level;
 - f. Employment Type;
 - g. Pay Scale and other allowances;
 - h. Appointment date;
 - i. Date of Increment;
 - j. Place of Posting.
- 3.8.6. If in-service candidates from within the University are selected, the authority to issue the inter-Faculty transfer order shall vest with the University.

- 3.8.7. The Office of the President/Faculty shall make sure that every candidate signs the **Undertaking Agreement Form (Annexure 3/6)** and **Oath of Allegiance Form (Annexure 3/7)**.

3.9. Probation

- 3.9.1. A candidate selected for appointment shall be initially placed on probation for a period of **one (1) year** before his appointment to regular service is confirmed.
- 3.9.2. Notwithstanding **Clause 3.9.1**, probation shall be exempted for those staff recruited immediately (within 6 months period) upon resignation from civil service after completing his probation period in civil service. However, for those joining from other government owned agencies (autonomous and corporate agencies), the UHRC shall decide the exemption of probation based on the relevant document.
- 3.9.3. The candidate shall be liable for termination during the probation period without notice or his service shall not be regularized if his performance is poor.
- 3.9.4. Upon completion of the probation, the Office of the President/Faculty concerned shall issue an Office Order stating that the probation period has been successfully completed and his service has been regularized.
- 3.9.5. An employee shall not be eligible for training while on probation, except for in-country short-term training/workshop/seminars.
- 3.9.6. The probation period shall not be considered as part of active service for the purpose of promotion.
- 3.9.7. An employee, during probation, may be eligible only for casual leave, medical leave and medical escort leave, bereavement leave, paternity leave and maternity leave and shall not earn any other form of leave unless otherwise adjudged by the UHRC.
- 3.9.8. An employee shall not be eligible for LTC during probation.

3.10. Orientation

- 3.10.1. Orientation of a new employee shall be compulsory, and it shall be the responsibility of the University to conduct a systematic and standard orientation programme.
- 3.10.2. The programme shall aim to properly induct the new employee into the University at large and in particular integrate and assimilate the new employee as a team player in the organization. Depending on the need, an orientation programme shall include the following;

- 3.10.2.1. Introduction to the organization – physical, work culture and organization values;
- 3.10.2.2. Familiarization of work related information such as organization policies, plans & programmes, teaching and learning, research and innovation, HR policies and procedures and Financial rules and regulations;
- 3.10.2.3. Understanding of job description and the expectations of the University;
- 3.10.2.4. Course on the Professionalism, Integrity and Ethics (PIE); and
- 3.10.2.5. Awareness on the occupational health and safety measures.

3.11. Obligation

- 3.11.1. Once appointed, an employee shall be obliged to serve a minimum of three years of active service including probation period for fresh appointees.
- 3.11.2. For those who are appointed directly from civil service or government owned autonomous agencies, once appointed, an employee shall be obliged to serve a minimum of 2 years of active service provided there is no service obligation from his past employment or serve the service obligation of past employment, if any, whichever is higher.
- 3.11.3. An employee resigning before fulfilling the above service obligation shall forfeit his post service benefits except his own Provident Fund and Group Insurance Scheme contribution. For other training obligation, the conditions laid down in **Clause No. 4.5.23** shall apply.

3.12. Appointment of Executives

3.12.1. President

The President shall:

- 3.12.1.1. Be appointed by the Government on the recommendation of the Governing Council and subject to fulfilment of minimum requirement as prescribed in **Section 29 and 30** of the University of Medical Sciences Act of Bhutan 2012.

3.12.2. Registrar

The Registrar shall:

- 3.12.2.1. Be selected through open competition and appointed by the Governing Council/ as per the fulfilment of the eligibility criteria as specified in the Section 34 and 35 of the University of Medical Sciences Act of Bhutan 2012.
- 3.12.2.2. He shall be appointed on contract and eligible Contract Allowance as per **Clause 8.10.8**.

3.12.3. Deans

- 3.12.3.1. The Dean shall be selected through open competition as per **Annexure 3/10**. Any eligible candidate from any organization from both national and international (not limiting to faculties of the University) can apply for the Dean's position.
- 3.12.3.2. The Dean shall be placed at the Position level 1 on a contract for a tenure of 4 years with the possibility of extension for another 4 years based on outstanding performance.
- 3.12.3.3. An employee shall require to take a gap of one term if he intends to compete for Deans' position for the third term in the same faculty. However, he can compete for Deans' position in other faculties.
- 3.12.3.4. If the candidate is a full-time faculty of the University, his service will be considered active and is eligible for promotion during his Dean's tenure.
- 3.12.3.5. The candidate applying for the post of Dean shall be in a Position Level 3 and above (university employees), Executive/Specialist level and above (civil servants and government owned agencies), or Assistant Professorial level and above (International Candidates).

3.12.4. Deputy Dean

- 3.12.4.1. A Deputy Dean shall be selected through open competition as per **Annexure 3/11**.
- 3.12.4.2. Only full-time faculty of the University at position level 5 and above is eligible.
- 3.12.4.3. The Deputy Dean shall be placed at the same position level of his current position at the time of appointment to Deputy Dean.
- 3.12.4.4. The tenure of the Deputy Dean shall be for a fixed term of 4 years, with a possibility to extend by another term based on his outstanding performance. He shall be eligible to apply for

Deputy Dean's position for 3rd term only after taking 4 years of break after serving 2nd term.

3.12.5. Director

The Directors shall be selected through open competition and appointed by the President upon fulfilment of the following minimum criteria:

3.12.5.1. Is a citizen of Bhutan;

3.12.5.2. The person has a Master's Degree;

3.12.5.3. The person has a minimum work experience of 15 years including experience in the management position (Position level 5 and above); and

3.12.5.4. Any other relevant criteria set by the UHRC.

3.13. Appointment of Core/Adjunct and Visiting Faculty in the University

3.13.1. The University shall:

3.13.1.1. Designate Core and Adjunct Faculty Members

The following are the conditions required for designation of the core and adjunct faculty members:

- a. All core and adjunct faculty positions shall be assessed and recommended by the FHRC, and endorsed by the Academic Board, and final approval shall be sought from the UHRC
- b. The minimum criteria for the core and adjunct faculty members are as follows:
 - i. Shall have undertaken teaching and assessment methodology course
 - ii. Shall have undergone research methodology course
 - iii. Any other additional criteria set by the Academic Board.

3.13.1.2. Designate Visiting Faculty

These visiting faculty positions shall be designated under exceptional circumstances in specialized fields or subjects where professional expertise is required to strengthen and supplement the teaching, and also in those areas where the work load does not justify the appointment of a full-time faculty member throughout the academic year.

- 3.13.1.3. Assign the Guest Lecturer to teach both optional as well as tools, compulsory, or core courses after taking into consideration the overall academic requirements of the Faculty concerned.
- 3.13.1.4. Advertise the requirement the core, adjunct and visiting faculty positions as per the actual requirement and need.
- 3.13.1.5. Ensure that the qualification for the faculty is same as those prescribed for the regular teaching faculty of the University.
- 3.13.1.6. Pay honorarium/teaching allowance as per the financial rules and regulations.
- 3.13.1.7. The academic position title granted to the core, adjunct and visiting faculty members shall be as per the academic positions announced and as approved by the University. However, their position level at the parent organization shall remain the same.
- 3.13.1.8. The honorarium and professional fees for core, adjunct, visiting, and guest lecturer or resource persons shall be paid as per the **Clause 8.12**.

3.14. Recruitment of Contract Employee

- 3.14.1. The University shall recruit individuals with highly specialized knowledge and skills that are not available in the market and cannot be employed as regular employee.
- 3.14.2. An employee recruited on contract basis may be paid contract allowance and special pay packages commensurate with his qualification and experience. The UHRC shall determine the contract allowances and packages.
- 3.14.3. The University shall recruit employees on contract from any nationality.
- 3.14.4. The contract terms shall be for 2 years, with a possibility of extension for unlimited number of terms. The UHRC shall determine the extension upon assessment every 2 years.
- 3.14.5. Recruitment Procedures
 - 3.14.5.1. The Faculty shall submit to the University the employee requirement to be recruited on contract against a post approved by the University

3.14.5.2. The UHRC, through open competition shall carry out the recruitment of employees on contract based on the age limit, research publications and experience in teaching.

3.14.5.3. All applicants appointed under this rule shall execute an agreement with the University in the prescribed form given at **Annexure 3/8**;

3.14.5.4. The University shall submit appointment order to the concerned authority for work permit in the case of appointment of expatriates soon after the confirmation of his appointment;

3.14.6. General Rule

An employee shall:

3.14.6.1. Abide by the University Code of Conduct and Ethics;

3.14.6.2. Abide by the terms and conditions specified in the Agreement **(Annexure 3/8)**;

3.14.6.3. Be liable to be posted or transferred to any Faculty or functional unit of the University.

3.14.6.4. Not be placed on probation period.

3.14.6.5. Be subject to Performance Appraisal by the Faculty concerned as per **Chapter 5** on Performance Management System and Promotion of this Rule.

3.14.7. Remuneration and Benefits

3.14.7.1. Remuneration

a. An employee on contract shall be paid 30% of the basic pay as contract allowance in addition to pay and allowances. However, the payment of contract allowance shall be determined by the UHRC based on the nature and conditions of the service

b. The basic pay fixed for any employee on contract shall be commensurate with experience. Accordingly, the basic pay shall be determined in negotiation between the employee and the University within the pay scale prescribed for the position at which the employee is to be appointed.

c. An employee (Bhutanese) may be appointed depending on experience and academic qualification requirements as prescribed in Position Profile Matrix. Accordingly, the

basic pay shall be fixed as per the position level at which he/she is appointed.

- d. The University promotion rules shall not apply to the employees on fixed term appointment. However, the University may consider revision of the terms and conditions for up-gradation or payment of a higher salary or higher fixed-term allowance when the service is renewed Remuneration shall be fixed as per the pay fixation rules and regulations.
- e. Annual increment shall be given as per the Remuneration and Benefits rules and regulations of the University.
- f. As and when the University pay is revised, remuneration of employees on fixed term appointment shall also be revised accordingly.

3.14.7.2. Leave and Travel

- a. An employee appointed on contract shall be eligible for TA, DA, Leave (except for EOL and Long-term study leave) and Leave Travel Concession (LTC); and
- b. Be eligible for Ex-country workshop, meetings and conference and seminars but not eligible for short term (exceeding 5 days) or long-term training.

3.14.7.3. Travel Allowance to join the place of employment

For Bhutanese contract employee, an amount equal to actual TA in first class train or bus and DA for the number of days of travel shall be paid to the personal selected for an appointment on fixed term appointment for onward journey to begin employment.

- 3.14.7.4. For expatriate contract employee the ravel expenses shall be paid as decided between the employee and the University.

3.14.7.5. Medical Facility

Medical treatment for an employee on contract and his/her family members shall be provided by the Royal Government of Bhutan as per the medical treatment rules.

3.14.7.6. Housing

An employee on contract shall make own arrangements for housing. However, in the event University provides accommodation, house rent shall be deducted from the

salary according to the prevailing rules governing housing, unless otherwise defined in the contract terms.

3.13.2.1. Pension, Provident Fund and Insurance

An appointee under this rule shall be governed by rules and regulations of the National Pension and Provident Fund Scheme and the Government Employee Group Insurance Scheme.

3.14.7.7. Compensation for service-incurred injury

In the event of death, injury or illness attributable to performance of service on behalf of the University, the employee shall be entitled to compensation payable under Employee Group Insurance Scheme.

3.14.7.8. Deduction

Personal Income Tax (PIT) and other statutory deductions shall be made according to prevailing government rules and regulations.

3.14.7.9. Terminal Benefit

- a. Gratuity: one month's last basic pay shall be paid as gratuity for every completed year of satisfactory service in accordance with the rule. The gratuity shall be payable to the nominee(s) of the employee in case of his demise while in service.
- b. The annual increment shall be released to the employee on the day following the date of completion of the term and it shall be considered for the purpose of calculating gratuity and other retirement benefits.

3.14.7.10. Repatriation Benefits

The following benefits shall be paid to a Bhutanese employee at the time of repatriation in addition to the gratuity and refund of contribution to the Group Insurance Scheme (GIS):

- a. Transfer grant according to the prevailing rules;
- b. Travel Allowance of an amount equal to the last basic pay; and
- c. Transport charge of personal effects as per the prevailing RGOB rules.

3.14.7.11. Mode of Payment

Remuneration, allowances and all other entitlements under this rule shall be payable only in Ngultrums.

3.14.8. Extension and Renewal

3.14.8.1. The duration of service shall be extended/renewed with the consent of both the employer and employee for the duration not exceeding two years at a time, with three months' notice period for academicians and one month for other general employees to the approving authority (service duration extension form given in **Annexure 3/9**).

3.14.8.2. In the case of Academicians, the extension shall be granted to coincide with the end of the academic session.

3.14.8.3. Renewal and extension of the duration of service shall be granted only to those having a clean service history which shall not contain any record of indiscipline, adverse report, misdemeanour, financial dishonesty, or any act that is considered as violation of the University Code of Conduct & Ethics, Administrative Discipline Rules and Regulations.

3.14.8.4. Performance shall be the main criterion for extension and renewal of the duration of service.

3.14.8.5. Approval for all extensions and renewal of duration of service shall be sought from the UHRC.

3.14.9. Termination of Service

3.14.9.1. No employee on contract shall be indispensable to the University and hence shall be liable to be removed from service at any time when the University finds his services not required.

3.14.9.2. A minimum of one month's notice shall be issued by the party intending to terminate the service before expiry of the term. In the case of Academics, three months' notice shall be required. In the event of failure to serve the notice in advance of the required period, the defaulting party shall pay to the other the basic pay for the prescribed notice period.

3.15. International Volunteers (and externally funded employee)

- 3.15.1. The University shall determine the requirement, approve and coordinate recruitment of International Volunteers in the University.
- 3.15.2. International Volunteers shall be governed by the terms and conditions of the Memorandum of Understanding signed between the Faculty/University and the respective Volunteer Agencies and the relevant provisions of this rule.
- 3.15.3. The international volunteers are required to sign Contract Agreement, **Annexure 3/8**.

3.16. General Service (GS) Employee

3.16.1. Recruitment Procedure

- 3.16.1.1. All appointments shall be made as per the staffing pattern and strength of the OOP/Faculty approved by the University.
- 3.16.1.2. The University shall verify all required documents such as Citizenship Identity Card, Security Clearance Certificate, Medical Fitness Certificate and any other documents that may be required.
- 3.16.1.3. The posts under GS category shall include;
 - a. Messenger
 - b. Sweeper
 - c. Cook
 - d. Security Guard
 - e. Gardener

3.16.2. General Terms of Appointment

- 3.16.2.1. A candidate shall have attained a minimum age of 18 years and not more than 50 years at the time of recruitment;
- 3.16.2.2. Physical fitness of the candidate shall be taken into account;
- 3.16.2.3. The GS employees shall be recruited on regular basis;
- 3.16.2.4. A GS employee shall sign the Undertaking Agreement Form, (**Annexure 3/6**) and Oath of Allegiance Form (**Annexure 3/7**) with the OOP/Faculty;
- 3.16.2.5. Performance Appraisal of GS employees shall be done on the agreed core competencies only and shall be eligible to

be promoted till position level 16;

3.16.2.6. A GS employee shall not be eligible for transfer;

3.16.2.7. Separation from the service shall be as per **Chapter 9**.

3.16.2.8. However, the services of a GS employee shall be;

a. terminated without any notice or payment of compensation thereof, if the employee is found guilty of an administrative offence by the disciplinary authority;

b. A GS employee shall be removed at any time if his/her service is not required;

c. Performance shall be considered as the main criterion for continuation of service;

3.16.2.9. Remuneration and Benefits

The remuneration of a GS employee shall be fixed at the minimum of the pay scale and shall be entitled to annual increment.

3.16.2.10. Leave and Travel

A GS employee appointed under the provisions of this rule shall be eligible for Earned, Maternity, Paternity, Casual, Medical, Medical Escort and Bereavement Leaves, LTC, TA & DA as admissible to Operational Position Category.

3.16.2.11. Housing

A GS employee shall make his own arrangements for housing. However, if accommodation is provided, house rent shall be deducted as per the prevailing rules.

3.16.2.12. Deduction

All statutory deductions shall be made in accordance with the rules.

3.17. Other Appointments

Office of the President shall be the authority responsible for recruitment, selection and appointment of:

3.17.1. Temporary employees including field attachment of University graduates for approved, specific and time bound activities up to a maximum of six months. However, such recruitments shall be subject to availability of approved budget and HR Committee's approval.

- 3.17.2. Employees of fixed term employment for projects under external donor funding as per the project document signed with the donor Faculty.

3.18. Transfer of Employee

- 3.18.1. The University upon approval from the UHRC may transfer the employees from academic staff to administrative staff and vice versa (Inter Faculty/Office of the President) within the same position level;
- 3.18.2. The University shall transfer employees normally within the same position category. However, an employee may be considered for transfer to another category, provided the candidate meets the qualification and competencies of the position for which the candidate is being considered;
- 3.18.3. If the University creates a new or shifts faculty away from Thimphu, the transfer grants and other benefits will be incorporated accordingly in order to facilitate the transfer as per **Clause 3.18.1**.

3.19. Multitasking

- 3.19.1. The non-academic professionals with required skills and qualifications as approved by the Academic Boards may take up responsibilities in teaching and clinical works;
- 3.19.2. They may be entitled teaching and medical allowances based on their workload and as per relevant rules;
- 3.19.3. Such professionals will be given division of work by the respective authority, after obtaining approval from the UHRC. The UHRC may approve the allowance as per prevailing regulation or as per the work load.

3.20. Accountability

- 3.20.1. An appointment, which does not conform to the recruitment, selection and appointment rules, shall be treated as unauthorized and hence, it shall be revoked by the University;
- 3.20.2. The authority responsible for violation shall be accountable and liable for administrative actions.
- 3.20.3. HR Unit shall maintain up-to-date records of HR actions.
- 3.20.4. HRO shall be accountable for the implementation of all HR actions taken by the HRC.

ANNEXURE 3/1

Employment Application Form



1. Full Name: _____ Sex: M F
Religion: _____

2. Village/Municipality: _____ Gewog _____ Dungkhag: _____
Dzongkhag: _____ Thram No: _____ House No: _____

3. Date of Birth: Day: Month: Year:
Nationality: _____ Citizenship ID No.: _____

4. Post Applied For: _____
a. Current Position Level: _____
b. Position Level Applied For: _____

5. Mailing Address: _____

6. Contact Tel. No.: _____

7. Family Details:

	Name	Nationality	Occupation	Address
(a) Father				
(b) Mother				
(c) Guardian				
(d) Spouse				

8. I have not been: (Please mention Y for Yes and N for No)

- i. Been convicted of a criminal offence or is under investigation or prosecution for a criminal offence;
- ii. Been terminated or compulsorily retired from the Civil Service or a Government Corporation/Project;
- iii. Been adjudged medically unfit for employment by a competent RGoB medical doctor;

- iv. Intentionally provided false information in the application for employment or used fraudulent practices in the recruitment examination;
- v. Furnished fake/forged testimonials/documents;
- vi. Failed to furnish testimonials as required under the University Rules;

9. ACADEMIC QUALIFICATION: (please start with University last attended).

Name of Institute	Country	Subjects	Year of Completion	Degree/Diploma/Certificate (VIII/X/XII)

10. Training

Name of University/Institute	Country	Field of Study	Duration	Yr. of Passing	Degree/Diploma/Certificate

11. EMPLOYMENT HISTORY (if applicable):

Organization	Position Held	Period		Appt. Status	Place Served	Reason for Change
		From	To			
Past Employment:						
Present Employment:						

12. Extra-Curricular Activities: (please tick appropriate ones and attach attested copies of relevant certificates.

- a. Literary ()
- b. Sports ()
- c. Leadership ()
- d. Membership in Com./Association ()
- e. Awards received ()
- f. Others ().

13. Declaration: I hereby certify that the Information given herein is true and complete to the best of my knowledge. In the event of detection of false or misleading information, I understand that University shall cancel/reject my application and legal actions will be taken. I also undertake to abide by all Rules and Regulations.

14. Oath of Allegiance: I pledge to serve His Majesty the King, Country and People with **Lui Ngag Yi Sum**.

Date of application _____

Signature of Applicant
(Affix Legal Stamp)

Note: This form should be accompanied by copies of academic, training, medical fitness certificate, passport size photograph, security clearance certificate, citizenship card and other relevant documents.

For use by University only

Scrutinized By: University:

Name: _____ Remarks: _____

Designation: _____

Signature: _____

CHECKLIST

Documents Checklist Form

Post Applied for:.....

Sl. No.	Date	Name	Application form	CV	Academic Transcripts	Training Certificates (if any)	Bachelors / Masters	Security Clearance Certificate	NOC- Employment	CID	Medical Certificate	Other Certificates	Passport Photograph	Legal stamp	Remarks

Viva Voce Rating Form

Post applied : _____

Candidate Name : _____

Sl. No.	Factors	Rubric	Mark	Mark awarded
1	MANNER & DISPOSITION	-Overall presentation of self, dress & Hair, Behaviour and Courteousness	05	
2	LANGUAGE PROFECIENCY			
	a) Dzongkha	-Speaking, Reading and Communication	10	
	b) English		10	
c) Other major* Bhutanese dialect or international language	*Minimum four Bhutanese dialects	05		
3	INTELEGENCE, ABILITY & COMPETENCE			
	a) Professional subject Knowledge	(knowledge, skills, interest and experience)	15	
	b) General awareness	Awareness of the situation including challenges and opportunities	10	
	c) Presentation skills (Organization of thought)	-Logical manner, Correct grammar and Sentence structure	15	
	d) Analytical ability	-Problem solving, Ability to think outside the box	10	
	e) Promptness in comprehension and clarity of expression	-Listening skills, ability to respond and resolve issues as presented in the case.	15	
	f) Confidence	Posture, eye contact	05	
	TOTAL		100	

* Marking based on consensus of committee members

Name of committee Member: _____

Signature _____

Place : _____

Date: _____

Terms of Reference for Human Resource Committee

1. Background

- 1.1 The Khesar Gyalpo University of Medical Sciences of Bhutan (hereinafter referred to as the 'University') is being established as an autonomous premier institution by the Act of Parliament to oversee the provision of medical education and healthcare services through its various constituent institutes. The University shall have to develop and manage its human resources.
- 1.2 In order to streamline the decision-making processes with respect to human resource development and management of the university and its constituent institutes, the University shall constitute a Human Resource Committee (HRC) to serve specified functions as provided herein-under as follows:

2. Purpose

- 2.1 HR committee shall guide and address all human resource actions within the University to promote broader participation, ensure fair and transparent decisions based on merit.
- 2.2 The HR committee shall ensure that all HR actions are in line with the Condition of Services of KGUMSB, Constitution of Bhutan, University of Medical Sciences Act of Bhutan Act 2012, Royal Government of Bhutan Policies and KGUMSB goals and objectives.

3. Composition of members

- 3.1 The HRC of the University shall be composed of following members in ex officio:
 - a. Registrar of KGUMSB - as Chairperson, ex officio
 - b. Director of KGUMSB - as Vice chairperson, ex officio
 - c. Deans of respective Faculties - as member, ex officio
 - d. Director of MECRIT - as member ex officio
 - e. Deputy Deans of Academic Affairs of the respective faculties - as members, ex officio
 - f. Human Resource Officer/Administrative Officer of respective faculties - as members, ex officio
 - g. A Human Resource Officer of KGUMSB shall serve as a Member Secretary of the HRC, ex officio

4. Responsibilities of UHRC

4.1 The Human Resource Committee of the University shall:

- a. Provide oversight to all matters related to the development and management of Human Resources of the University and its constituent's institutions.
- b. Formulate and review of policies, standard operating procedures and any other documents pertaining to the management and development of Human Resources.
- c. Ensure equitable and fair access to opportunities for professional development of the faculty and other staff of the University.
- d. Recommend to the Governing Council on the appointment, recruitment, transfer, promotion, demotion, resignation, retirement or termination of staff in the position levels 4 and above except for the President and the Registrar.
- e. Review and propose amendments to human resource structure, staffing pattern and strength, and human resource development plans of the University and its constituent's faculties.
- f. Organize induction programs for newly recruited staffs joining University.
- g. Review and recommend training to all the University staff as follows:
 - i. All long terms studies extending more than 6 months; and
 - ii. All short terms ex-country trainings/seminars/workshops/meetings.
- h. Review and recommend applications for extra ordinary leave, medical leave, and study leave beyond one month.
- i. Review appeals on human resource actions and performance appraisals of staff
- j. Review and adjudicate on disciplinary cases of the University staffs.
- k. Endorse Terms of Reference for the Recruitment and Selection Committee.
- l. Any other matters related to Human Resources

4.2 The HRC may discharge such other functions as may be delegated to it by the President and/or the Governing Council.

5. Responsibilities of HRC Chairperson

5.1 The Chairperson shall:

- a. Preside over all HRC meetings.
- b. Ensure that all HRC meetings are conducted smoothly with utmost objectivity, impartiality, and integrity.
- c. Ensure the declaration of conflict of interest by all the members.
- d. Call an emergency meeting as and when required or upon recommendation of not less than 3 members.
- e. Guide the member secretary in the overall conduct and documentation of the proceedings of the HRC meetings.

- f. Appraise the president on the decisions of the HRC meetings.

6. Responsibilities of the Vice-Chairperson

- 6.1 The Vice-Chairperson shall be responsible for the following:
 - a. Guide the member-secretary in organizing the HRC meetings.
 - b. Take over the roles of the Chairperson whenever the Chairperson is absent from office for whatever reasons.

7. Responsibilities of the Member Secretary

- 7.1 The Member-Secretary of the HRC shall:
 - a. Plan, schedule and organize HRC meeting in consultation with the Chairperson.
 - b. Collect the agenda for the HRC meeting from various faculties at least 5 working days prior to the meeting.
 - c. Finalize the agenda in consultation with the Chairperson and vice chairperson.
 - d. Distribute the agenda for HRC meeting to all the members at least 3 working days prior to the meeting.
 - e. Ensure that the members sign on the confidentiality form upon assignment of the HRC membership.
 - f. Ensure that the members who declare conflict of interest prior to each HRC meeting sign on the conflict of interest form.
 - g. Document the proceedings of all the HRC meetings and maintain all records related therewith.
 - h. Prepare the minutes of each HRC meeting and circulate to the members not later than at least 2 working days after the meeting.
 - i. Coordinate and follow-up on all HR committee decisions /recommendations.

8. Responsibilities of the HRC Members

- 8.1 The HRC members shall:
 - a. Attend all HRC meetings, and where a member is unable to attend the meeting due to valid reasons, prior permission must be sought from the Chairperson to facilitate in the assessment of quorum fulfillment before scheduling the meeting.
 - b. Actively participate in the meeting without prejudice to professional integrity, and prevailing constitutional and legal provisions of the country while expressing opinions and making decisions.
 - c. Sign the Confidentiality Form [**Annexure 3/4(a)**] upon assuming the membership of the HRC.
 - d. Maintain confidentiality of any information related to a individual, institute and the University and the HRC decisions in order not to unduly undermine the integrity, honour and sovereignty of the individual, institute or the University.

e. Declare Conflict of Interest, if any, prior to HRC meeting and sign on the Conflict of Interest Form (**Annexure 2/1**).

8.2 The Chairperson may direct the members to perform additional tasks that are not specified under clause 8.1 but which are related to the furtherance of human resource development and management of the University.

9. Schedule of HRC Meetings

9.1 The HRC meeting shall be convened twice a month corresponding to every 2nd and the 4th Wednesdays of the month. The meeting shall commence at 14 hours.

9.2 Notwithstanding the provision in clause 9.1, emergency HRC meetings may be convened by the Chair Person or upon the recommendation by not less than 3 members whenever urgent matters or issues have cropped up that needs immediate attention.

10. Quorum:

10.1 The presence of not less than 2/3 members shall constitute a quorum for the meeting.

11. Proceedings of HRC Meetings

11.1 The decisions of the HRC meetings on all issues shall be made by:

- a. General consensus of the members, or
- b. A simple majority vote, where general consensus is not reached

11.2 For the purpose of voting, each member shall have one vote and in the event of equality of vote, the Chairperson shall cast the deciding vote.

11.3 The proceedings of the HRC meetings shall be properly documented by the Member Secretary by using the form shown in **Annexure 3/4(b)**.

12. Appeal

12.1 An individual, who is aggrieved by the decisions of the HRC, may appeal in writing to the President within 10 working days after the notification of the HRC decisions.

Confidentiality Agreement Form

In recognition of the fact, that I....., *designation*CID.....herein referred to as the “Undersigned”, has been appointed as a member of the Office of the President/Faculty/University Human Resource Committee.

Whereas, the fundamental duty of the member of HRC is to:

- Guide and address all human resource actions within the University to promote broader participation, ensure fair and transparent decisions based on merit.
- Ensure that all HR actions are in line with the Constitution of Bhutan, University of Medical Sciences Act of Bhutan Act 2012, Royal Government of Bhutan Policies and KGUMSB goals and objectives.

Whereas, the *Human Resource Committee* must meet the highest standards in order to merit the trust and confidence of the staff, officials and the Bhutanese Citizen in making decisions on the human resources.

The undersigned, as a member of the Human Resource Committee, is expected to meet the same high standards of behaviour to carry out its mandate.

This Agreement thus encompasses any information deemed Confidential or Proprietary provided to the Undersigned in conjunction with the duties as a member of the Committee. Any written information provided to the Undersigned that is of a Confidential, Proprietary, or Privileged nature shall be identified accordingly.

As such, the Undersigned agrees to hold all Confidential or Proprietary trade secrets (“information”) in trust or confidence and agrees that it shall be used only for contemplated purposes, shall not be used for any other purpose or disclosed to any third party. All Confidential information (and any copies and notes thereof) shall remain the sole property of the University.

The Undersigned agrees not to disclose, communicate or utilize, directly or indirectly, any Confidential or Proprietary information or discussions during the meeting or belonging to third party to any persons or person.

Date: _____

Signature: _____

Place: _____

Name: _____

Minutes of Meeting Documentation Form

1. Meeting Details				
a. Title:	b. Nature of Meeting <i>(tick applicable):</i> i. <input type="checkbox"/> Regular ii. <input type="checkbox"/> Emergency	c. Date:	e. Time: i. Started: ii. Concluded:	f. Ref. File:
		d. Venue:		
g. Members Present:		h. Members Absent:	i. Co-opted members / observers: <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', name(s):	
j. Agenda tabled:				
2. Proceedings of the Meeting:				
a. Preliminary /Introductory Remarks:				

b. Agenda Item	c. Deliberations	d. Decision arrived at by:		e. Follow-up / Action by:
		i. Consensus	ii. Voting	
			(specify number of votes)	
For	Against			
3. Additional Comments:				

Minutes prepared by:

Approved by:

KGUMSB Selection Interview Guidelines 2018

1. Guidelines for the Panel Members

- 1.1 The interview is the opportunity for the selection committee to meet the candidates and to discuss their experience and skills. It is important to bear in mind that the interview is a two-way process and, whether successful or not, each candidate will take away with them an impression of the University.
- 1.2 Members of the interview committee will ensure that questions are relevant to the experience, aptitude and skills required to do the job. As such, the questions need to be designed to allow panel members to judge a candidate's ability to perform the duties as outlined in the job description and person specification.
- 1.3 All panel members will familiarize themselves with the job and the applicants in advance of the interview.
- 1.4 In situations where a member of the interviewing committee has a potential conflict of interest (e.g. personal relationship with a candidate), this matter must be raised with the Chair before the start of the interview. In such circumstance, the member will be asked to sign the conflict of interest form and leave the committee.
- 1.5 Generally, the following types of interview questions are asked:
 - 1.5.1 Open: These types of questions are used to encourage full responses (e.g. 'Tell me about ...' 'how did you organize...').
 - 1.5.2 Probing: These types of questions are used to follow up points raised in answer to open questions and to drill down to uncover important details. (e.g. What did you do exactly; Give me an example of; Explain what you mean by ...). Probing questions include situational questions to elicit practical experience or judgment and 'contrary evidence' questions to check an assumption made about the candidate by seeking evidence to the contrary.
 - 1.5.3 Closed: This type of questions normally demands a 'yes' or 'no' response and should only be used for clarification or control (e.g. bringing a line of questioning to its conclusion).
 - 1.5.4 Behavioural: Behavioural questions ask the candidate to describe how they handled a real situation in the past and encourage them to give concrete examples of how they applied their skills or knowledge. For example: 'Tell us about a time when you had to prioritize a number of important tasks.'

- 1.6 The following types of questions should generally be avoided or used sparingly:
- 1.6.1 Hypothetical: Asking an interviewee how they would handle an imaginary situation given a certain set of circumstances may reveal how well they can think on their feet but will not tell you how they will actually perform. Therefore, you may find it helpful to also seek evidence from the past as a more reliable predictor of future behaviour.
 - 1.6.2 Leading: e.g. ‘You are fully trained in the use of an XYZ Personnel Information System, aren’t you?’ ‘Obviously you found that a rewarding experience?’ (The candidate knows exactly the answer you are looking for).
 - 1.6.3 Multiple: e.g. ‘Tell us about your educational background, your career history to date and your strengths and weaknesses’. By the time the candidate has finished telling you about their educational qualifications, you will probably both have forgotten what else you asked. Further, a clever candidate will undoubtedly tell you about his or her strengths but ignore the issue of weaknesses.
 - 1.6.4 Personal: Domestic or family situation; Marital status; The occupation of a spouse or partner; Health/sickness or absence record; questions which may be perceived to be related to the race, gender, age, religion, sexual orientation, gender identity or disability of the candidate.
- 1.7 In general, the selection interview should be guided by the following:
- 1.7.1 Interviews are not interrogations and are not conducted solely for the benefit of the interviewer(s). They involve a two-way exchange and it is important that the interviewee is allowed ample opportunity to gather information or express opinions;
 - 1.7.2 Base decisions on facts rather than intuition
 - 1.7.3 Avoid the stereotyping of “good candidates” by comparison with previous job-holders;
 - 1.7.4 Use the essential and desirable criteria in selection
 - 1.7.5 Avoid selecting the candidate who will best “fit in” – this may lead to “cloning” and the perpetuation of current profiles.
 - 1.7.6 Conduct interviews in a systematic and structured way. The aim is to gather evidence about how each candidate meets the criteria outlined in the Person Specification.
 - 1.7.7 Candidates may be asked the same ‘core’ questions, which test their skills and abilities against the criteria. However, the questions may differ where the panel deems it appropriate to probe candidates for further information/clarification.

1.7.8 It is important that where internal candidates are being considered alongside external candidates nothing is done which gives either an advantage or a disadvantage, or which could give the appearance of doing so. Particular care must be exercised where a candidate is known to members of the interview panel.

2. Guidelines for the Chair /Organizers

2.1 Pre-Interview

Ensure that everything is prepared well in advance of the selection interview. Amongst others, following may be observed:

2.1.1 Planning the interviews for an appropriate time and place – ensuring that the venue is private and without interruptions. If a candidate has indicated a disability and asked for adjustments to be made to the recruitment process, the HRO should discuss this with the Chair and make reasonable adjustments accordingly.

2.1.2 Allowing enough time between interviews for breaks and, at the end of the interviews, time for a full review to take stock of the proceedings.

2.1.3 Committee members studying and familiarizing themselves with all the documents related to the selection process e.g. job description, person description, selection interview, scoring tools, application form /CV and any supporting documents.

2.1.4 Meeting of the Interview Committee members in advance of the interviews to agree on the list of questions, focus of the interview and individual tasks.

2.2 During Interview

During the actual interview, the committee should be guided by the following:

2.2.1 Start on time;

2.2.2 Start with a welcome;

2.2.3 Seek to establish rapport;

2.2.4 Explain the purpose of the interview and the stage in the selection process;

2.2.5 Provide brief information on the nature of the job and College/Department

2.2.6 Ask relevant questions (see next section);

2.2.7 Allow the applicant to do the majority of the talking;

- 2.2.8 Listen actively;
- 2.2.9 Do not seek to fill silences (you may discourage the candidate from providing more information);
- 2.2.10 Check gaps, omissions, or contradictions;
- 2.2.11 Check claims relating to level and type of experience/knowledge;
- 2.2.12 Use a logical sequence of questions and provide links between sections;
- 2.2.13 Allow sufficient time for the applicant's questions;
- 2.2.14 Take brief notes;
- 2.2.15 Keep control of the content and timing;
- 2.2.16 Summarize;
- 2.2.17 Close on a positive note – thank the candidate and confirm the next stage of the process/when they are likely to know the outcome.

2.3 *Post Interview:* (applied only in circumstances where the selection panel remains dissatisfied with the applicants)

A brief record should be kept for each interview, giving the reasons for the rejection of each unsuccessful candidate and the reasons supporting the selected candidate.

At the end of the interview of candidates for a post, the committee should:

- 2.3.1 Compare the information gained about the applicant with the essential and desirable criteria;
- 2.3.2 Allow each member of the interview panel to have an input into the final decision;
- 2.3.3 Make a record of the panel's decisions (this may be required should candidates request feedback or challenge your decision).
- 2.3.4 Follow up the interview with the appropriate documentation, including a completed interview decision grid, to the Registry.

2.4 *Roles & responsibility of the Chair:*

- 2.4.1 Ensure that all stages of the selection interview process are carried out correctly and within the requirements of KGUMSB's approved procedures.

- 2.4.2 Confirm the make-up of the selection committee adheres to any University requirements
- 2.4.3 The location chosen for the interview and facilities provided meet the needs of any candidates with disabilities;
- 2.4.4 All members of the committee are briefed and prepared for the interview;
- 2.4.5 Interviews are managed correctly so that members of the panel and applicants are given a proper opportunity to ask relevant questions and that agreed time limits are adhered to;
- 2.4.6 Questions asked to candidates relate to the criteria laid out in the job description/person specification and are comparable for all candidates;
- 2.4.7 Nothing of importance in enabling the panel to reach an objective assessment is missed or overlooked and that they follow up areas not adequately explored;
- 2.4.8 That unlawful and unjustifiable discrimination does not take place during the interview or assessment of candidates;
- 2.4.9 The panel's decision is summarized and recorded;

UNDERTAKING

I,....., bearing Citizenship ID Card No. and employee ID No., currently working in as in Position Level do hereby confirm the following:

1. Agreement

THIS AGREEMENT is executed on day month..... year..... two thousand and..... between the KGUMSB, hereinafter called “KGUMSB” and Mr./Ms., hereinafter called “the staff” whose particulars,

WHEREAS KGUMSB desires to engage the services of the staff on the terms and conditions hereinafter set forth, and

AND WHEREAS staff is ready and willing to accept this engagement of service with the KGUMSB on these terms and conditions.

2. Nature of Service

2.1 KGUMSB shall employ staff on service and he/she shall serve KGUMSB as or in such other capacity/place/department as KGUMSB may from time to time require.

2.2 Staff shall be liable to be posted or transferred to any intra-faculty or intra-departmental of KGUMSB.

3. Duration of Agreement

The employment hereunder shall be for a minimum of 3 (three) years including probation commencing from the day of..... month..... year..... (hereinafter referred to as the bond period), subject to premature termination as hereinafter provided.

4. Documents and Oath of Confidentiality

1.1 Staff at the time of reporting for duty shall produce original copies of medical fitness certificate, citizenship identification card, Audit and Security Clearance Certificates, No Objection Certificate from previous employee (if any), all academic transcript and certificates, and other documents,

1.2 A copy of joining report addressed to the President, KGUMSB, Thimphu, and

1.3 Staff shall also bring 2 copies of passport size photographs for affixing in his/her service record to be maintained by the KGUMSB.

I hereby do confirm that I have been briefed on all rules governing my employment and I have understood them, including the implication and consequences of deviating from them. In particular, I understand that in the event that I do not adhere to any one of the above stated conditions, I shall be liable for legal for appropriate administrative action by the KGUMSB.

5. In witness whereof I have hereunto signed this document in the presence of the following witnesses:

Date:

Place:

Signature on legal stamp

(Name of the Staff)

Witness

In the event of any failure on the part of the above named person to abide by this undertaking, I,(Name of Guarantor), CID. No.....resident of..... hereby undertake to accept my liability to any other penalty as may be decided by the KGUMSB.

In the event that I do not adhere to the above, I understand that I shall be liable for legal action by the Government.

Sd/-

Place:

(Affix Legal Stamp)

Date:

Name of Guarantor:

Relation with the candidate:

Occupation:

Present address:.....

Permanent Address:

Mailing address:

Endorsed by:

Date:

Signature of President

Place:

KGUMSB

OATH OF ALLEGIANCE FORM

On this auspicious day, having the privilege of receiving the honour of the trust of His Majesty the King, Government and the People of Bhutan to serve in the capacity of a Khesar Gyalpo University of Medical Sciences of Bhutan (KGUMSB) employee, I take this opportunity to offer my sincere gratitude.

Beginning today, I _____ holding CID No. _____ from Village _____ Gewog _____ Dzongkhag _____ pledge to serve His Majesty the King, Government and People of Bhutan with *Lue Nga Yi Sum* upholding values of *Tha-Damtsi* and true Patriotism. I also pledge to abide by the Constitution of the Kingdom of Bhutan, laws and rules & regulations including KGUMSB Code of Conduct and Ethics while discharging my responsibilities.

In doing so, I also declare that I have obtained a place in the service of the *Tsa-Wa-Sum* on the basis of my own merit. In the event I am found guilty of furnishing false or forged testimonials, I shall be liable:

1. For termination from the university service and lose the right to apply again in future;
2. To forfeit all my testimonials to the University; and
3. For prosecution in the Court of Law.

In witness, this day the of the month of of Year in the name of **Kencho Sum** and the guardian deities of the Kingdom of Bhutan and in the presence of representatives of the Government, I take this Oath of Allegiance accordingly, not to dishonour it at any time. I append my name in writing hereto.

Place:

(Affix Legal Stamp)

Date:

Signature
(Name of the Candidate)

**AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR
CONTRACT/VOLUNTEER EMPLOYEES/ TEMPORARY EMPLOYEES**

PART I: GENERAL CONDITIONS

1. Agreement

THIS AGREEMENT is executed on day ____ month ____ year ____ between the Khesar Gyalpo University of Medical Sciences of Bhutan (KGUMSB), Government of Bhutan, hereinafter called “the employer” described in Part-I and Dr/Mr/Mrs/Ms....., hereinafter called “the employee” whose particulars are given in Part II.



WHEREAS the employer desires to engage the services of the employee on the terms and conditions hereinafter set forth; and

WHEREAS the employee is ready and willing to accept this engagement of service with the Government of Bhutan on these terms and conditions.

Definitions:

Contract Employee means those employees who are paid remunerations by the KGUMSB for their service rendered.

Volunteer Services means those employees who do not receive month/annually remunerations from the KGUMSB for their service rendered.

University means Khesar Gyalpo University of Medical Sciences of Bhutan.

Government means Royal Government of Bhutan.

2. Nature of Service

2.1. The employer shall employ the employee on

- i.* Contract
- ii.* Volunteer
- iii.* Temporary employee

and he shall serve the employer asor in such other capacity/place/department as the employer may from time to time require.

2.2. The employee shall be posted at of the University

3. Duration of Agreement

The employment hereunder shall be for a total period of months/years(tick) commencing from the day of Month Year (herein after referred to as the contract period), subject to premature termination as hereinafter provided.

4. Documents

Unless exempted by mutual agreement, the employee shall produce following documents:

- 4.1. The employee at the time of reporting for duty along with joining letter addressed to the President shall produce a medical fitness certificate from a qualified medical officer and a certificate of character and good conduct signed by a senior government officer of the country of the nationality or his/her last employer.
- 4.2. The employee shall produce a certificate issued by the police/local authority of the area of his home address, certifying that he is a bonafide inhabitant of that locality, or a letter from an Embassy of the country of which he/she is a national certifying/verifying the nationality of the individual concerned or a valid passport.
- 4.3. The employee shall produce attested copies of his certificate/testimonials in support of his education qualifications, date of birth, experience, Curricula vitae etc. to the Agency concerned for record.
- 4.4. The employee shall sign an oath of adherence to the Code of Conduct and Ethics and Confidentiality in the prescribed format under Part IV.

5. Duty

- 5.1. The employee shall devote himself exclusively to his/her duties or to such other duties as the employer shall reasonably assign to him and shall personally attend thereto at all times by day or by night (including Sundays and Public Holidays, if necessary) except in the case of illness or accident in which case the employee shall forthwith notify the employer of such illness or accident and shall furnish such evidence as it may require.
- 5.2. The employee shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and directions of the employer and observe

all the rules and regulations and instructions in force for and in respect of the Government of Bhutan's property and management thereof.

- 5.3. The employee, whenever required by the employer shall give full and proper interaction in his/her occupation and in the specified duties of his/her office to such other person or persons as the employer shall communicate to him/her and he/she shall convey to such person or persons any secret methods, processes or information learnt or acquired by him/her in the course of his/her employment herewith or otherwise.

6. Remuneration and Allowance

6.1 Housing

The employee shall arrange his own accommodation. However, if accommodation is provided by the University, house rent shall be deducted from the salary according to the prevailing rules.

6.2 Leave and Travel

6.2.1 The contract employee shall be eligible for TA & DA, Leave and Leave Travel Concession (LTC) as per the Service Condition of KGUMSB.

6.2.2 The contract employee may be provided an Economy return airfare.

6.2.3 The University shall provide transportation from the Paro International Airport to University and back.

6.3 Medical Facility

6.3.1 Unless otherwise specified and agreed prior to employment, the employee shall be provided basic health services in Bhutan as the regulations and provisions of the Royal Government of Bhutan.

6.3.2 The employee should have their medical insurance for advance treatment including transportation of the dead body if required.

6.4 Compensation for Service Incurred Injury

For a contract employee, in the event of death, injury, or illness attributable to the performance of service on behalf of the Government of Bhutan under the terms of this Agreement, the employee shall be entitled only to compensation payable under Government Employee Group Insurance Scheme admissible for the grade of his post.

The University shall not be liable for any forms of compensations to the employee.

6.5 Income Tax

For Contract employee, the income tax shall be applicable as per the Income Tax Act of the Kingdom of Bhutan, 2001 for those staff on Contract.

6.6 Terminal Benefit for Contract employees

6.6.1 Gratuity: One month's last basic pay shall be paid as gratuity for every completed year of satisfactory contract service in accordance with the rule.

The gratuity shall be payable to the nominee(s) of the employee in case of his demise while in service.

6.6.2 Repatriation Benefits: The following benefits shall be paid to an employee on contract service at the time of repatriation in addition to the gratuity and refund of contribution to the Group Insurance Scheme (GIS):

- i.* Transfer grant according to the prevailing rule;
- ii.* Travel Allowance of an amount equal to the last basic pay; and
- iii.* Transport charge of personal effects as per the prevailing rules.

(applicable for contract employees other than adjunct and visiting faculties)

6.7 Leave

The employee shall be granted leave as per the Condition of Services.

7 Code of Conduct and Ethics

7.1 The employee shall at all time during the continuance of this Agreement use his/her best endeavors to promote the interest and welfare of the employer.

7.2 The employee shall respect all the Bhutanese institutions, spiritual, traditional and cultural values and practices and conform to the Condition of Service Code of Conduct and Ethics. Accordingly, the employee shall conduct himself/herself at all times in such a manner that:

- i.* He/she does not pose any danger to the socio-economic and political stability of the country;
- ii.* He/she does not involve in proselytization or undermine the traditional, cultural or religious values of the society;
- iii.* He/she does not bring any undesirable influence and harmful practices which may have a damaging effect on the society, such as the use and abuse of narcotics;
- iv.* He/she does not engage in politicizing the people or flaring up communal ill feeling among the Bhutanese people;
- v.* His/her dress, behavior and habits are congenial to decorum of the Bhutanese society;
- vi.* He/she does not engage in anti-government/national propaganda and criticism of the system of Government and its policies through speech or in writing while in Bhutan or after his repatriation;
- vii.* He/she shall refrain from visiting places/institutions restricted for entry by foreigners without a specific written permit;
- viii.* He/she is prohibited from engaging in employment other than permitted by this agreement and shall not participate in paid activities; and
- ix.* He/she avoids personal relationships with firms selling office or other equipment and avoids the acceptance of favors or gifts, or being placed otherwise under obligation to any commercial representative or to any Government of Bhutan's client or customer.

8 Rights and Obligations of the employees

- 8.1** The rights and obligations of the employee are strictly limited to the terms and conditions of this Agreement. Accordingly, the employee shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 8.2** The employee shall be solely liable for claims by third parties arising from the employee's own negligent acts or commissions in the course of performing this agreement, and under no circumstances shall the University or The Government of Bhutan be held liable for such claims by third parties.

- 8.3** The title rights, copyrights, and all other rights of whatever nature in any material produced under the provision of this agreement by the employee shall be vested exclusively with KGUMSB.
- 8.4** The employee shall not be concerned or interested directly in any other business except that of KGUMSB.
- 8.5** The employee shall not, at any time during the continuance of his employment hereunder acquires or attempts to acquire any option or concession in Bhutan for himself or any other person.
- 8.6** The employee shall not draw, accept or endorse any bill on behalf of KGUMSB or in any way pledge the credit of KGUMSB except so far as he/she may have been authorized by KGUMSB either generally or in any particular case.
- 8.7** The University shall process the visa, work permit and other requirements necessary for the employee to enter into the Kingdom of Bhutan and render their services as per the prevailing rules of the government
- 8.8** The University shall provide basic working space and facilities for the employee to deliver their services efficiently

9 Unpublished Information

- 9.1** The employee shall not communicate to any person, Government, or other Agency of the Government of Bhutan any unpublished information made known to the faculty by reason of his association with the Government of Bhutan except as required by this assignment or upon written authorization by KGUMSB.
- 9.2** The employee shall not advertise or publicize his association with the Government of Bhutan under this agreement. Nor shall the name, letterhead, emblem, or official seal of KGUMSB or the Royal Government of Bhutan be used for business or professional purposes or otherwise without the prior written approval of KGUMSB. Such materials intended for official use by employee of KGUMSB should not be permitted to come into the possession of persons who might make unauthorized use of them, and shall not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.
- 9.3** He/she shall not use the information from the university or from the patient for either research/publication or for any other purpose without prior approval from the administration. The employee shall ensure the confidentiality of the information.

10 Confidentiality and Non-competition

KGUMSB requires, and the employee of the university agrees that, during the term of the employment and at any time thereafter, the employee shall retain in confidence and not divulge or make available without KGUMSB advance written consent to any person, firm, corporation, or entity other than the KGUMSB or its designee, any information whatsoever. This includes the written embodiments of his/her services for KGUMSB, in reports, studies, or the like, acquired or developed by him/her during the term of his/her employment, which relates to or concerns the business or operation of KGUMSB or of its clients or customers.

11 Joining Time

The deputations shall be allowed _____ Days preparation time and actual travelling time will be admissible as joining time.

12 Renewal of Contract/Service

12.1 Not less than three months for academicians and one month for general staff before the date of which the employee's residential service in Bhutan under this Agreement is due to expire, he/she shall inform KGUMSB in writing whether he desires to remain and continue in the service of KGUMSB, who may thereupon consider whether to re-engage the employee, provided that any such re-engagement shall be upon such conditions, including the duration of the new contract, as shall be agreed upon between KGUMSB and employee.

12.2 Contract/Service renewal or extension shall be granted to an employee having a clear service history, which shall not contain any record of indiscipline, adverse reports, misdemeanours, financial dishonesty, or any act that is considered as violation of Service Condition of KGUMSB.

12.3 Performance shall be an important determining factor for extension/renewal.

12.4 Any notice to be given hereunder shall be given in writing and be delivered or sent by registered post to KGUMSB, and any complaint or application of the employee shall in the first instance be addressed to the Head of the Faculty.

13 Termination of Contract

13.1 In main the mutual trust and not to disrupt the services, the parties should inform well in advance for termination of contract or services. In case of contract services who gets remuneration from the University, a minimum of three months' notice shall be issued by the party intending to terminate the contract before expiry of the term. In the event of failure to serve the notice in advance of the required period, defaulting party shall pay to the other, the basic pay of the faculty for the stipulated notice period.

13.2 The employee shall not be indispensable to KGUMSB and hence shall be liable to be removed from service at any time when KGUMSB finds his/her services redundant or on violation of any of these provisions.

14 Dismissal for Misconduct

14.1 If at any time during his/her employment, the employee shall be tried for gross misconduct or breach or non-observance of any of the stipulation herein.

14.2 The Contract Service who are paid from University, shall at the option and discretion of KGUMSB forfeit the gratuity. In addition to such forfeiture, KGUMSB may terminate the services of the faculty forthwith and without any notice or payment in lieu thereof. Upon such termination, the faculty shall not be entitled to claim any compensation or damages.

14.3 The Contract Service who are paid from University shall be paid his/her post service benefits upon completion of his/her assignment under this agreement upon production of a clearance certificate from the Royal Audit Authority and KGUMSB.

PART II: PAY FIXATION AND ALLOWANCES (For Contract Service Only)

1. Position Title:.....
2. Position Level:.....
3. Agency in which appointment/extension is to be made:.....
4. Period of Contract
 - a)Initial appointment: from to
 - b)Renewal/Extension: from..... to
5. Emolument
Scale of Pay: Nu.

Basic Pay: Nu.....(Ngultrums)only.
6. Contract Allowance of the basic pay, subject to review from time to time shall be given as contract allowance: Nu. per month.
7. Other allowance (if entitled)
 - a) : Nu.....per month.
 - b) : Nu..... per month.
 - c) : Nu..... per month.
Total (4+5+6): Nu.....
8. Deduction
All deductions such as Personal Income Tax, Health Contribution, Group Insurance and house rent (if a government house is allotted) shall be levied as per the prevailing rules.

PART III: MISCELLANEOUS

Laws

The Agreement shall be construed according to and be governed by the laws of the Kingdom of Bhutan.

Appeal

Any appeal due to the breach of any of the terms and conditions under this agreement by either party shall have recourse to a legal action/arbitration in a Court of Law in the Kingdom of Bhutan only.

IN WITNESS WHEREOF I, KGUMSB for and on behalf of the Royal Civil Service Commission, Government of Bhutan and..... the contract faculty have hereto set our hands this day and year.

In the presence of

[
Affix Legal
Stamp
]

[
Affix Legal
Stamp
]

.....

SIGNED by the Employee
Day/month/year:

SIGNED for and on behalf of KGUMSB
Day/month/year:

PART IV: OATH OF ALLEGIANCE

I, having been appointed as do solemnly affirm that I shall faithfully and conscientiously discharge my duties as a contract teaching faculty/employee of the Government of Bhutan; and that do right in all manner to people in accordance with the laws, rules and regulations and Code of Conduct and Ethics of the Kingdom of Bhutan, without fear or favour, affection or ill will; that I shall not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or shall become known to me as a contract faculty of the Government of Bhutan, except as may be required for the due discharge of my duties.

.....
Name and Signature

Date:

Place:

Contract Extension Form

- 1. Name: _____
- 2. Emp. ID. No.: _____
- 3. Date of Birth: _____
- 4. Nationality: _____
- 5. Permanent Address: _____
- 6. Present Faculty/University: _____
- 7. Appointment under Present Contract Service:
 - a) Date of Appointment: _____
 - b) Appointment Letter No.: _____
(Issued by the University).
 - c) Position: _____
 - d) Position Level: _____
 - e) Pay Scale: _____
 - f) Basic Pay: _____
 - g) Contract Allowance: _____ % of basic pay.
- 8. Present Contract Term: from _____ to _____
- 9. Contract Term Extension requested for (in months): _____ from _____ to _____

During the contract extension period, the contract employee shall abide by the terms and conditions accepted by him at the time of initial appointment or revised based on mutual agreement and approved by the University.

(Affix Legal Stamp)
Signature
of the Contract Employee

Recommendation of OOP/Faculty HRC: HRC meeting No.
dated..... **Remarks** (if
any):.....

Signature of Chief/Sr./HR Officer

Approval of the University

Approved:

Extension of the contract term of the above contract employee is hereby approved for
a further period of _____ months from _____ to _____.

Not approved: Reasons:.....
.....

Place :

Date :

Seal & Signature

Interview Form (Dean): Viva Voce

Name of the candidate: _____

Criteria	Factors	Marks	Marks awarded
1. Personality (10)	1.1 Attitude, demeanour and confidence	10	
2. Language (20)	2.1 Dzongkha (Fluency, clarity & Vocabulary)	10	
	2.2 English (Fluency, clarity & Vocabulary)	10	
3. Leadership & Management (50) (knowledge, skills & understanding)	3.1 Experience (in managing the activities related to the position)	10	
	3.2 General awareness (awareness of the situation including challenges and opportunities)	10	
	3.3 Openness to experience (well developed and positive orientation towards learning)	10	
	3.4 Analytical skills & promptness to comprehend issues (ability to respond and resolve issues as presented in the case)	10	
	3.5 Initiative & Team Work (Importance the candidate places on initiative and teamwork)	10	
4. Policy & Planning (20)	4.1 Experience in Planning and Policy (Development of strategic plans, monitoring and evaluating development programmes)	10	
	4.2 Interest & the will (Assume the responsibility of the applied position and strive for excellence in planning and policy making)	10	
		100	

Place:

Name and signature of the committee member:

Date:

Guideline - Selection Criteria Description for Dean

Viva Voce

The whole of the assessment would be based on a discussion on the leadership and the management role that the Dean has to take up. It covers his understanding of the situation; the joys and frustrations of the work; his ability to inspire the colleagues (both academics and administrative & technical staff) as well as his passion for the job and the aspiration for the organization.

CRITERIA	FACTORS	DESCRIPTIONS
1. Personality	1.1 Attitude, demeanour and confidence	<p>Assessment of the personality is based on how the candidate holds and presents during the interview.</p> <p>Assessment can be made in terms of the candidate's:</p> <ul style="list-style-type: none"> • openness to ideas, • firmness in well considered views • track record of high integrity, honesty and professionalism. <p><i>Here the panel may want to discuss/ask questions which will give an understanding of the candidate's deep personal values and life goals.</i></p>
2. Language & Communication	2.1 Dzongkha <i>(Fluency, clarity & Vocabulary)</i>	<p>Assessment of the Language proficiency (both Dzongkha and English) may be done in the context of the general discussion on the leadership and management role of the position.</p> <p><i>Here the panel may assess the language proficiency in terms of the candidate's ability to:</i></p> <ul style="list-style-type: none"> • organise his thoughts and present clearly. • understand (including reading) and • communicate to function effectively in the position • fluency, clarity and vocabulary usage.
	2.2 English <i>(Fluency, clarity & Vocabulary)</i>	
3. Leadership & Management role of the position (Knowledge, Skills & understanding)	3.1 Experience <i>(Duration, intensity and variety including initiatives)</i>	<p>Assessment of the knowledge & understanding of leadership and management may be based on the following:</p> <ul style="list-style-type: none"> • experience of any form of leadership and management related to planning work, co-curricular activities or any community services. • duration, intensity and variety. This could include initiatives one has taken to organise any activity or event.
	3.2	Assessment of knowledge & understanding of leadership and management may be based on:

	<p>General awareness <i>(of challenges and opportunities)</i></p>	<ul style="list-style-type: none"> • General awareness of the challenges and opportunities and the current situation of the organization • Awareness based on the discussion of the overall scenario in education globally as well as in the context of Bhutan.
	<p>3.3 Openness to experience <i>(well developed and positive orientation towards learning)</i></p>	<p>Assessment of candidate on openness to experience and learning can be based on:</p> <ul style="list-style-type: none"> • The characteristics of the candidate demonstrating a well developed intellect and positive orientation towards learning • Such characteristics or traits should include a person being imaginative, cultured, curious, original, broadminded, intelligent and sensitive <p><i>The panel may ask about the keenness of the candidate to experience and learning.</i></p>
	<p>3.4 Analytical skills & promptness <i>(ability to respond and resolve issues as presented in the case)</i></p>	<p>The analytical skills may be judged from the discussion of the situational analysis of the present as well as future work situation. This can be assessed in terms of the candidate's ability to:</p> <ul style="list-style-type: none"> • comprehend issues with promptness • respond and resolve issues as presented in the case <p><i>Thus, the panel may present cases or problems and ask the candidate his reactions and views.</i></p>
	<p>3.5 Initiative & team work <i>(Importance the candidate places on these two aspects)</i></p>	<p>This could be assessed from the initiatives and the leadership roles that the candidate has engaged in as well as the importance the candidate places on initiative and teamwork.</p> <p>The panel may consider the following:</p> <ul style="list-style-type: none"> • openness to ideas and seeing opportunities • Willingness to take initiative • Being able to relate and collaborate with others.
<p>4. Planning and Policy</p>	<p>4.1 Experience in Planning and Policy <i>(Development of strategic plans, monitoring and evaluating)</i></p>	<p>This could be assessed in terms of:</p> <ul style="list-style-type: none"> • past experience in planning and policy formulation & implementation • project management • resource mobilization and management • involvement in development of estate strategy and procurement of works

	<i>development programmes)</i>	
	<p>4.2 Interest & the will <i>(Assume the responsibility of the applied position and strive for excellence in planning and policy making)</i></p>	<p>This can be established from the candidate's interest and will to be engaged in:</p> <ul style="list-style-type: none"> • policy formulation dialogues and forums • variety of tasks including administrative/management works and to perform under pressure including physical verification of site development works

Interview Form (Deputy Deans): Viva Voce

Name of the candidate: _____

Criteria	Factors	Marks	Marks awarded
1. Personality (10)	1.1 Attitude, demeanour and confidence	10	
2. Language (20)	2.1 Dzongkha (Fluency, clarity & Vocabulary)	10	
	2.2 English (Fluency, clarity & Vocabulary)	10	
3. Leadership & Management (50) (knowledge, skills & understanding)	3.1 Experience (in managing the activities related to the position)	10	
	3.2 General awareness (awareness of the situation including challenges and opportunities)	10	
	3.3 Openness to experience (well developed and positive orientation towards learning)	10	
	3.4 Analytical skills & promptness to comprehend issues (ability to respond and resolve issues as presented in the case)	10	
	3.5 Initiative & Team Work (Importance the candidate places on initiative and teamwork)	10	
4. Academic (20)	4.1 Experience in Academic Leaderships (ability to maintain & implement academic regulations/ guidelines, innovative approaches to quality, teaching and learning in the college, including resource management)	10	For Academic Affairs only
	4.2 Interest & the will (Assume the responsibility of the applied position and strive for excellence in maintenance and development of academic activities)	10	
4. Students' Affairs (20)	4.1 Management of students' affairs (ability to manage & provide advisory services to students' activities and maintain discipline and regulations along with the responsibilities for academic and research activities)	10	For Student Affairs only
	4.2 Interest & the will (Assume the responsibility of the applied position and strive for excellence in maintenance and development of students' activities)	10	
		100	

Place:

Name and signature of the committee member:

Date:

Guideline - Selection Criteria Description for Deputy Dean of Academic Affairs

Viva Voce

The whole of the assessment would be based on a discussion on the leadership and the management role that the Dean has to take up. It covers his understanding of the situation; the joys and frustrations of the work; his ability to inspire the colleagues (both academics and administrative & technical staff) as well as his passion for the job and the aspiration for the organization.

CRITERIA	FACTORS	DESCRIPTIONS
1. Personality	1.1 Attitude, demeanour and confidence	<p>Assessment of the personality is based on how the candidate holds and presents during the interview.</p> <p>Assessment can be made in terms of the candidate's:</p> <ul style="list-style-type: none"> • openness to ideas, • firmness in well considered views • track record of high integrity, honesty and professionalism. • <p><i>Here the panel may want to discuss/ask questions which will give an understanding of the values and goals of the candidate in life.</i></p>
2. Language & Communication	2.1 Dzongkha <i>(Fluency, clarity & Vocabulary)</i>	<p>Assessment of the Language proficiency (both Dzongkha and English) may be done in the context of the general discussion on the leadership and management role of the position.</p> <p><i>Here the panel may assess the language proficiency in terms of the candidate's ability to:</i></p> <ul style="list-style-type: none"> • organise his thoughts and present clearly. • read and understand • communicate effectively • demonstrate fluency, clarity and vocabulary usage.
	2.2 English <i>(Fluency, clarity & Vocabulary)</i>	
3. Leadership & Management role of the position (Knowledge, Skills & understanding)	3.1 General awareness <i>(of challenges and opportunities)</i>	<p>Assessment of the knowledge & understanding of leadership and management based on the following:</p> <ul style="list-style-type: none"> • General awareness of the challenges and opportunities and the current situation of the organization • Awareness based on the discussion of the overall scenario in education globally as well as in the context of Bhutan.
	3.2 Strong work ethics <i>(firm belief in hard work, dignity of work and motivation)</i>	<p>Assessment on:</p> <ul style="list-style-type: none"> • The candidate's firm belief in the dignity of work • The candidate's work ethics, motivation and value attached to hard work

	<p>3.3 Openness to experience <i>(well developed and positive orientation towards learning)</i></p>	<p>Assessment of candidate on openness to experience and learning can be based on:</p> <ul style="list-style-type: none"> • The characteristics of the candidate demonstrating a well developed intellect and positive orientation towards learning • Such characteristics or traits should include a person being imaginative, cultured, curious, original, broadminded, intelligent and sensitive <p><i>The panel may ask about the keenness of the candidate to experience and learning.</i></p>
	<p>3.4 Analytical skills & promptness <i>(ability to respond and resolve issues as presented in the case)</i></p>	<p>The analytical skills may be judged from the discussion of the situational analysis of the present as well as future work situation. This can be assessed in terms of the candidate’s ability to:</p> <ul style="list-style-type: none"> • comprehend issues with promptness • respond and resolve issues as presented in the case <p><i>Thus the panel may present cases or problems and ask the candidate on his reactions and views.</i></p>
<p>4.Academic engagement</p>	<p>4.1 Experience in academic matters <i>(ability to maintain & implement academic regulations/guide lines, innovative approaches to learning, teaching and quality in the college, including resource management)</i></p>	<p>This could be assessed in terms of:</p> <ul style="list-style-type: none"> • involvement in program planning and curriculum design such as college academic strategic plans, annual academic operational plans, etc. • experience in maintaining and implementing academic regulations/guidelines in the college • experience in management of services to support teaching programs and taking initiatives at the college • contribution of innovative approaches to learning, teaching and quality improvement
	<p>4.2 Interest & the will <i>(to remain engaged in academic work in the future)</i></p>	<p>This can be established from the candidate’s interest and will to get engaged in academic work in the future.</p>

Guideline - Selection Criteria Description for Dean of Student Affairs

Viva Voce

The whole of the assessment would be based on a discussion on the leadership and management role that the candidate has to take up. It covers his understanding of the situation; the joys and frustrations of the work; his ability to inspire other colleagues (academics, technical, students and support staff) as well as his passion for the job and aspiration for the organization.

CRITERIA	FACTORS	DESCRIPTIONS
1. Personality	1.1 Attitude, demeanour and confidence	<p>Assessment of the personality is based on how the candidate holds and presents during the interview.</p> <p>Assessment can be made in terms of the candidate's:</p> <ul style="list-style-type: none"> • openness to ideas, • firmness in well considered views • track record of high integrity, honesty and professionalism. <p><i>Here the panel may want to discuss/ask questions which will give an understanding of the values and lgoals of the candidate in life.</i></p>
2. Language & Communication	2.1 Dzongkha <i>(Fluency, clarity & Vocabulary)</i>	<p>Assessment of the Language proficiency (both Dzongkha and English) may be done in the context of the general discussion on the leadership and management role of the position.</p> <p><i>Here the panel may assess the language proficiency in terms of the candidate's ability to:</i></p>
	2.2 English <i>(Fluency, clarity & Vocabulary)</i>	<ul style="list-style-type: none"> • organise his thoughts and present clearly. • read and understand • communicate effectively • demonstrate fluency, clarity and vocabulary usage.
3. Leadership & Management role of the position (Knowledge, Skills & understanding)	3.1 General awareness <i>(of challenges and opportunities)</i>	<p>Assessment of the knowledge & understanding of leadership and management based on the following:</p> <ul style="list-style-type: none"> • General awareness of the challenges and opportunities and the current situation of the organization • Awareness based on the discussion of the overall scenario in education globally as well as in the context of Bhutan.
	3.2 Strong work ethics <i>(firm belief in hard work, dignity of work and motivation)</i>	<p>Assessment on:</p> <ul style="list-style-type: none"> • The candidate's firm belief in the dignity of work • The candidate's work ethics, motivation and value attached to hard work
	3.3 Openness to experience	<p>Assessment of candidate on openness to experience and learning can be based on:</p>

	<i>(well developed and positive orientation towards learning)</i>	<ul style="list-style-type: none"> • The characteristics of the candidate demonstrating a well developed intellect and positive orientation towards learning • Such characteristics or traits should include a person being imaginative, cultured, curious, original, broadminded, intelligent and sensitive <p><i>The panel may ask about the keenness of the candidate to experience and learning.</i></p>
	<p>3.4 Analytical skills & promptness <i>(ability to respond and resolve issues as presented in the case)</i></p>	<p>The analytical skills may be judged from the discussion of the situational analysis of the present as well as future work situation. This can be assessed in terms of the candidate's ability to:</p> <ul style="list-style-type: none"> • comprehend issues with promptness • respond and resolve issues as presented in the case <p><i>Thus the panel may present cases or problems and ask the candidate on his reactions and views.</i></p>
	<p>3.5 Initiative & team work <i>(Importance the candidate places on these two aspects)</i></p>	<p>This could be assessed from the initiatives and leadership roles that the candidate has engaged in as well as the importance the candidate places on initiative and teamwork.</p> <p>The panel may consider the following:</p> <ul style="list-style-type: none"> • openness to ideas and seeing opportunities • Willingness to take initiative • Being able to relate and collaborate with others.
4. Student Affairs	<p>4.1 Management of student affairs <i>(ability to manage and provide advisory services to students' activities and maintain discipline and regulations along with the responsibilities for academic and research activities)</i></p>	<p>This could be assessed in terms of:</p> <ul style="list-style-type: none"> • Ability to provide advisory services to the students body of the College and maintain internal discipline, regulations, peace and harmony • Preside over students' activities and functions including morning assembly, gatherings and meetings • Assist in coordinating student intake, admission, registration and certification • Provide student services by looking after the clubs, associations, counseling and guidance • Coordinate and supervise co-curricular activities such as sports, games, cultural activities, spiritual discourses, retreats, etc.
	<p>4.2 Interest & the will <i>(to remain engaged in academic work in the future)</i></p>	<p>This can be established from the candidate's interest and will to get engaged in students' affairs in the future.</p>

CHAPTER 4

HUMAN RESOURCE DEVELOPMENT

CHAPTER 4

HUMAN RESOURCE DEVELOPMENT

4.1. Policy

- 4.1.1. To equip University employees with right qualification, skills, knowledge and right attitude to build their personal and professional capacity to achieve University's objectives.
- 4.1.2. To promote excellence, professionalism and innovation for provision of quality academic, research and healthcare services.
- 4.1.3. Ensure distribution of all training opportunities on equal and just basis and are implemented through a merit based and transparent system.

4.2. Strategy

- 4.2.1. Promote University's values and objectives in support of its top-level plans, including the development of those capabilities required for future readiness;
- 4.2.2. Align employee development to key priorities of the University;
- 4.2.3. Foster capacity building for academic and professional employee by promoting a collaborative and integrated approach to employee development;
- 4.2.4. Encourage employee development at all levels and career stages;
- 4.2.5. Facilitate a diverse and dynamic range of learning and development opportunities for the employee;
- 4.2.6. Enhance the ability among employee to adapt to the anticipated rate of change affecting institutions of tertiary education both internally and externally;
- 4.2.7. Foster high quality collaboration, interpersonal engagement, ethical behaviour and practices;
- 4.2.8. Align with the principles of efficiency (return on investment), diversity, accessibility and recognition;

- 4.2.9. Professional development shall be a shared responsibility between the Government and the University. This will entail the employee to take a lead role in exploring for fellowships that are available internationally, and not depend on fellowships which the Government/the University has to offer;
- 4.2.10. Develop University Study Assistance Scheme designed to encourage personal and professional development of regular employee. The scheme will be funded through multiple sources, such as University's own funding, Fellowships granted by NGO, foreign universities, developmental partners, RGoB, projects, university academic/research collaborations, and fellowships obtained by individual employee of the university through competitive selections;
- 4.2.11. The University shall promote academic enhancement of its faculty and employee by providing opportunities and preferences within the courses offered by the University;
- 4.2.12. The faculty members should undergo mandatory Pedagogy Program which may include but not limited to publications, paper presentations, journal club contributions and research activities;
- 4.2.13. The University shall set aside a specified portion of budget for training to enable employee to undergo training annually; and
- 4.2.14. Institute a system of guiding, counselling and mentoring of younger employee by senior colleagues including induction and orientation to the work place. The senior colleagues (mentors) will help the younger employee to set learning targets to encourage continual growth and development.

4.3. General Rule

- 4.3.1. The category of training shall be as follows:
 - 4.3.1.1. Short-term training (STT), 6 months and below;
 - 4.3.1.2. Long-term training (LTT), above six months;
 - 4.3.1.3. Job exchange and Secondment.
- 4.3.2. The relevance and level of officials for the trainings shall be determined strictly by the Human Resource Committees.
- 4.3.3. Service protection shall be ensured for the employee of the University on long- term trainings, which are directly relevant to the candidate's current position.

- 4.3.4. University HRC shall have the right to revoke the trainings approved by the OP/Faculty HRCs if the approval is not in line with the training policy and rules. The president shall have the overall authority to provide oversight mechanisms for both HRCs.
- 4.3.5. Upon approval by the UHRC, an employee shall be issued a Letter of Award in the prescribed format **(Annexure 4/2)**
- 4.3.6. The candidate shall be required to fill in-service training form **(Annexure 4/1).**
- 4.3.7. The following documents should be submitted for verification by the University for all ex-country travels exceeding 5 days:
 - 4.3.7.1. Citizenship Identity Card;
 - 4.3.7.2. Medical Fitness Certificate stating that the candidate is fit to pursue any LTT;
 - 4.3.7.3. Valid Security Clearance Certificate;
 - 4.3.7.4. Valid Audit Clearance Certificate;
 - 4.3.7.5. Course content and schedule from the Institute;
 - 4.3.7.6. Attested copies of academic transcripts (for LTT);
 - 4.3.7.7. Letter of Acceptance from the Institute; and
 - 4.3.7.8. Any other documents that may be required.

4.4. Short-term trainings

- 4.4.1. Short term trainings may apply but not limited to:
 - 4.4.1.1. Ex-country study tour/institutional visit;
 - 4.4.1.2. Attachment and internship;
 - 4.4.1.3. Conference, symposium, seminar and workshop exceeding five working days; and
 - 4.4.1.4. Certificate and Diploma.
- 4.4.2. All Ex-Country short term trainings have to be routed through OP/Faculty HRC and final approval shall be sought from the UHRC.
- 4.4.3. Eligibility for the Short-Term Training

The employee shall:

 - 4.4.3.1. Be encouraged to obtain relevant fellowship/scholarships for their academic/professional enhancement.
 - 4.4.3.2. Also, be allowed to undergo STT while pursuing LTT through mixed-mode arrangement based on relevance and need.

4.4.3.3. Staff under GS category shall be allowed for in-country STT opportunities.

4.4.4. Entitlements

Upon approval from UHRC, an employee may be considered for the following entitlements;

4.4.4.1. An employee undergoing ex-country short term training for duration of thirty days or less shall be entitled to full DSA for the first 15 days and 50% DSA thereafter. If duration of training exceeds thirty days, the employee shall be paid stipend for the entire duration.

4.4.4.2. The travel time from the home country to destination shall be excluded for the purpose of calculating the total number of days for training and DSA shall be paid at the rates approved by the RGoB from time to time.

4.4.4.3. Allowance of any form, except salary revised as allowance, shall be paid only if the training period is 30 days or less.

4.4.4.4. An employee who is required to halt in transit for eight hours or more for the next flight while on training outside the country shall be paid DSA.

4.4.4.5. DSA shall be paid for the actual period of halts required for processing visa and it shall be paid at the Government rates.

4.4.4.6. Payment of DSA for enforced halts shall be limited to two days for a round trip, besides halts in transit.

4.4.4.7. DSA or related expenses shall not be paid by the University during training when the same are paid by the donor.

4.4.4.8. Notwithstanding **Clause 4.4.4.7**, an employee shall be reimbursed visa fee, passport fee and airport tax on production of original receipts/documents.

4.4.4.9. If an employee on training is provided with airfare, room and meals by the donor/sponsor, 20 percent DSA shall be paid for training of 30 days or less and 20 percent stipend when the duration exceeds 30 days to cover incidental expenses.

4.4.4.10. If an employee on training is provided with airfare and room

or meal by the donor/sponsor, 50 percent DSA shall be paid for training of 30 days or less and 50 percent stipend when the duration exceeds 30 days to cover incidental expenses.

- 4.4.4.11. For an in-country short-term training, an employee shall be entitled to normal TA/DA for travel and DSA/stipend for the duration of training in accordance with **Annexure 4/3**.
- 4.4.4.12. Entitlement for in-country training shall be admissible only if the training is availed from an Institute recognized by the University.
- 4.4.4.13. The above clause for entitlements would be subject to the change as per the policy of RGOB.
- 4.4.4.14. HR Committee shall ensure that training nominations are based on relevance, equity and merit.
- 4.4.4.15. UHRC may or may not approve the entitlements depending upon the availability of fund and relevance of the course.
- 4.4.5. Training gap requirements for the short-term trainings.
 - 4.4.5.1. HR Committee shall rationalize on the frequency of an employee’s training and service delivery shall not be interrupted.
 - 4.4.5.2. An employee shall maintain the training gaps as mentioned under **Table 4.1**.

Table 4.1: Short-term Training Gaps

Recent Programme Availed	Proposed Programme	Gap
STT (In-country)	STT (In-country/Ex-country)	Not Required
STT (Ex-country)	STT (In-country)	Not Required
STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	6 Months

Recent Programme Availed	Proposed Programme	Gap
STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	Not Required
STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	6 Months
STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	Not Required
STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	Not Required
STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	Not Required
STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	6 Months
STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	Not Required
STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	6 Months

Recent Programme Availed	Proposed Programme	Gap
LTT (In-country/Ex-country)	STT (Ex-country) <ul style="list-style-type: none"> • Certificate Courses • Attachment/Internship • Counterpart Training 	6 Months
LTT (In-country/Ex-country)	STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	Not Required
LTT (In-country/Ex-country)	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meeting • Study Tour/Institutional Visits • Other Ex-country Official Travel 	6 Months

4.4.6. Obligations and penalty

- 4.4.6.1. Appropriate penalties may be imposed by the UHRC if an individual is found to violate the training rules and regulations.

4.5. Long-term Training

4.5.1. Long-term training shall apply to:

- 4.5.1.1. Postgraduate courses;
- 4.5.1.2. Undergraduate courses;
- 4.5.1.3. Diploma/Certificate courses; and
- 4.5.1.4. Attachment/Internship/Fellowship programmes.

4.5.2. All scholarships shall be made available based on merit;

4.5.3. The University shall ensure effective succession planning while implementing long-term training programmes;

4.5.4. Service protection shall be ensured for all employees on long-term training, which are directly relevant to the employee's current position;

4.5.5. In-country training shall be enhanced through various modes of education and training;

4.5.6. The University shall not fund or grant study leave with pay and benefits for Administrative and Technical Employee to undergo Bachelor's Degree programme. However, Continuing Education which does not

affect the normal duties of the individual may be approved without any financial implication to the University.

4.5.7. An employee of the University pursuing continuing education through part time mode (after office hours) shall require the approval of the OP/Faculty HRC.

4.5.8. Training gaps between long term Professional developments:

Table 4.2: Long-term Training gaps

No. of Professional Development	Gap for Academics	Gap for Administrative & Technical Staff
For the 1 st long-term Professional Development	At least completion of probation period for new employee and no gap for in-service recruited from civil servant and other government agencies.	At least completion of probation period
For the 2 nd long-term Professional Development	Twice the duration of first long-term Professional Development programme but no gap for Ph. Ds	Twice the duration of first long-term Professional Development
For the 3 rd long-term Professional Development	Equal the duration of second long-term Professional Development programme	Twice the duration of second long-term Professional Development

4.5.9. Modes of long-term training

4.5.9.1. Full-time on campus, which is an arrangement for availing training by attending the course full-time on campus.

4.5.9.2. Mixed-mode, which is an arrangement for availing training by attending the course on and off campus.

4.5.9.3. Part-time Class, which is an arrangement for availing training by attending the course after office hours and is limited to in-country programmes.

4.5.10. Approving Authority

4.5.10.1. All long-term trainings shall need approval of the University Human Resource Committee.

4.5.11. Eligibility

Employee shall be eligible for long term training, if he:

- 4.5.11.1. Is a Bhutanese citizen;
- 4.5.11.2. Is a Regular employee of the university;
- 4.5.11.3. Has at least completed the probation period at the time of commencement of course to avail long-term;
- 4.5.11.4. Is less than or equal to 50 years of age at the point of application;
- 4.5.11.5. Relevant to the current position of work;
- 4.5.11.6. Has served equal the duration of EOL where the duration of EOL availed is less than 1 year;
- 4.5.11.7. Has served at least 1 year if the EOL availed is more than 1 year.

4.5.12. Disqualification

- 4.5.12.1. An employee shall not be eligible for long-term training when:
 - a. His scholarship granted previously was terminated by the University/Institutes/Granter for violation of training and/or other related rules and regulations;
 - b. He has been nominated/short-listed for another training programme, pending the declaration of result;
 - c. Not directly relevant to the current post/profession;
 - d. Discontinued previously a training program with reasons within his/her control;
 - e. Not fulfilled the training gap requirement specified in **Clause 4.5.8**;
 - f. An employee is on EOL and Secondment.

4.5.13. Selection Procedures for Long-term Trainings

- 4.5.13.1. Pre –Selection
 - a. All University/donor project-tied scholarships shall be advertised in the University website;

- c. An employee undergoing long-term training shall be entitled to establishment allowance and stipend for the first month, and the stipend for the subsequent months as prescribed by the Government.
- d. Stipend shall be released bi-annually and stipend for the last month shall be paid only upon return and completion of all formalities.
- e. Funding Agency/University shall bear all transaction costs including difference in exchange rates.
- f. An employee shall be covered by medical insurance while on training. In the event of an emergency where the candidate is not covered by a medical insurance scheme, medical expenditure shall be borne by the RGOB as per the prevailing rules.
- g. Remuneration and benefits for various modes of continuing education other than full time on campus shall be governed by guidelines prescribed by the University.
- h. Allowance of any form, except salary revised in the form of allowance, shall not be paid during the training period, when the duration exceeds one month.

4.5.15.3. Benefit during In-country Training

The following shall apply to in-country Institute-based and in-house training:

- a. Entitled to annual vacation and holidays as per the schedule of the Institute and the stipend shall be paid.
- b. For Continuing Education (after-office classes), study leave shall apply as follows:
 - i. Term examination preparation – one week/5 working days
 - ii. Trial examination preparation – one week/5 working days
 - iii. Final examination preparation – two weeks/10 working days
 - iv. Actual Examinations - As per schedule

- c. Provision of Uniform/Uniform Allowance, if required, for the particular training programme;
- d. Payment of Travel Allowance and Daily Allowance for travel to and fro as per the normal rates and subject to other relevant rules;
- e. Payment of actual travel expenditure and Daily Allowance at the rates prescribed by the University during field attachment/visit;
- f. Daily Subsistence Allowance for the in-service in-country training when the duration of training is 30 days or less and stipend when the duration is more than thirty (30) days as given at **Annexure 4/3**; and
- g. A trainee shall be entitled to 50% of the DSA for training of 30 days or less in the same place of posting. This excludes expenses pertaining to tuition fee, meals, refreshments, etc.

4.5.15.4. Benefits during Ex-country Training

The following shall apply to full time ex-country training:

- a. An employee who is required to halt in transit for 8 hours or more for the next flight while on travel outside the country shall be paid DSA.
- b. DSA shall be paid for the actual period of halts required for processing visa and it shall be paid at the Government rates.
- c. The payment of DSA for enforced halts shall be limited to two days for a round trip besides halts in transit.
- d. DSA or related expense shall not be paid by the University during training, when DSA and other expenses are paid by the donor.
- e. Notwithstanding **Clause 4.5.16.4(d)**, an employee shall be reimbursed the visa fee, passport fee, language test fee and airport tax on production of original receipts/documents only if his study leave with pay is approved.

4.5.16. Pre-departure Procedure

A candidate whose training is approved shall abide by the following:

- 4.5.16.1. Attend briefing by University/Faculty for long-term training and by Faculty for short-term training;
- 4.5.16.2. For long-term training, a candidate shall sign an undertaking with the University in the prescribed format **(Annexure 4/5 (a) or (b))**.
- 4.5.16.3. A guarantor of a candidate shall be briefed on the consequence of the undertaking in case the candidate fails to return upon completion of his training;
- 4.5.16.4. A guarantor must be acceptable to the University;
- 4.5.16.5. A candidate and guarantor shall sign the undertaking in the presence of an official designated by the University;
- 4.5.16.6. A candidate must submit the duly filled pre-departure intimation form and briefing points **(Annexure 4/6 and 4/7 respectively)**;
- 4.5.16.7. In the event a candidate has left for long-term training without completing the pre-departure requirements, the approval for his training may be cancelled.

4.5.17. Obligations of a candidate during training

As an official nominee of the Government of Bhutan, a candidate on training shall adhere to the following:

- 4.5.17.1. Undertake training as approved by the University;
- 4.5.17.2. Conduct himself at all times in a manner befitting his status and, in a manner, acceptable to the authority of the training Institute;
- 4.5.17.3. An employee on training shall be bound by the Code of Conduct and Ethics as listed in the Condition of Services of the University;
- 4.5.17.4. Refrain from engaging in political, criminal or commercial activities that shall be prejudicial to the interest and image of the Kingdom of Bhutan;

- 4.5.17.5. Not coerce, attempt to coerce, order, or advise an individual to pay, lend or contribute anything of value to a party, committee, organization, University or person whose activities are prejudicial to the *Tsa- Wa-Sum*;
- 4.5.17.6. Refrain from giving expressions and statements on national or international affairs and in particular, from making any written or oral statement without specific prior approval of the University;
- 4.5.17.7. Refrain from making any statement of fact or opinion in any document published in his own name or anonymously, pseudonymously, or in the name of any other person or in any communication or a public utterance, make any statement which has the effect of an adverse criticism of any current or recent policy or action of the Government;
- 4.5.17.8. Candidates are expected to give top priority to acquire knowledge and skills and also carry out the role of “Goodwill Ambassadors of Bhutan”;
- 4.5.17.9. Submit a course joining report (**Annexure 4/8**) within two weeks upon commencement of the course for long-term training to the University.
- 4.5.17.10. Submit semester-wise Academic Progress Report for long-term training to the University;
- 4.5.17.11. Candidates failing to adhere to **Clause 4.5.18.9 and 4.5.18.10** shall have their salaries, stipends, and tuition fees withheld until the documents are submitted;
- 4.5.17.12. Employees on training abroad may become the members of the nearest Bhutanese Students Association (BSA);
- 4.5.17.13. The academic performance of an employee undergoing a long-term training programme shall form part of the performance appraisal for any personnel actions;
- 4.5.17.14. A candidate must complete the training within the approved duration;
- 4.5.17.15. Seek prior approval of the University before undertaking field trips that are part of the course requirement if it is funded by the university and if it has additional funding implications. The application and the programme for such field trips shall be signed and certified by the Institute; and

4.5.17.16. Not change from the training/degree specified in the letter of award or change the Institute/University without prior approval of the University.

4.5.18. Repetition and Extension of Scholarship

4.5.18.1. A candidate shall complete the training within the duration prescribed in the Letter of Award.

4.5.18.2. A candidate may be allowed to repeat a course/examination and given extension of scholarship up to a maximum of six months only when he is unable to complete the course due to ill health or due to a reason beyond his control.

4.5.18.3. Prior approval of the University shall be required for extension of scholarship.

4.5.19. Termination of Scholarship

A scholarship shall be terminated if:

4.5.19.1. The conduct of a candidate is not in conformity to this rule;

4.5.19.2. The performance of the candidate is observed to be below average or unacceptable to the authority of the Institute and University;

4.5.19.3. The candidate does not fulfil the attendance and other requirements stipulated by the Institute; and

4.5.19.4. The candidate fails to complete the course in the prescribed period and approval for extension is not accorded.

4.5.20. Post Training Requirements and End of Fellowship

A candidate on completion of training shall:

4.5.20.1. Procure return air ticket in the economy class (the most direct and economical route) or request the University.

4.5.20.2. Report to the faculty along with the joining report (**Annexure 4/9**), training report and course completion certificate & academic transcripts within three (3) weeks from the date of completion of training as per Letter of Award/Confirmation of Enrolment;

- 4.5.20.3. The faculty shall immediately forward a copy of joining report, training report and course completion certificate to the University;
- 4.5.20.4. The training report (**Annexure 4/10**) shall contain a comprehensive description of the subjects studied and a proposal for utilization of the knowledge and skills acquired in carrying out his responsibilities;
- 4.5.20.5. Candidate shall be required to complete the course Feedback Form (**Annexure 4/11**);

4.5.21. Training Obligation and Penalty

A candidate shall be liable for penalties as follows

Table 4.2: Obligation & Administrative Penalty

Issue	Penalty and HR Actions
<ul style="list-style-type: none"> Incomplete Course 	<ul style="list-style-type: none"> Not eligible for secondment, promotion, EOL and training until evidence of successful completion of course is submitted within 6 months from the reporting date. Failure to submit the evidence of successful completion of course shall be considered as “Failed the course” and be liable for penalty for failing the course. <p><i>Once Letter of Award (LoA) is issued, it will be counted as LTT irrespective of the final outcome of the studies.</i></p>
<ul style="list-style-type: none"> Fails the course; Withdraws with reasons within his control, or Withdraws due to administrative discipline taken by the University. 	<ul style="list-style-type: none"> Promotion to be delayed by double the duration of the approved study period from the due date of next promotion. <p><i>Once LoA is issued, it will be counted as LTT irrespective of the final outcome of the studies.</i></p>
<ul style="list-style-type: none"> Withdrawal with reason beyond his control 	<ul style="list-style-type: none"> No penalty subject to review and assessment by UHRC
<ul style="list-style-type: none"> Change in course/institute without approval from the KGUMSB 	<ul style="list-style-type: none"> Cancel the study leave for dishonouring the LoA and the candidate to report to KGUMSB within the stipulated time. Promotion to be delayed by double the duration of approved study period from the due date of next promotion Course will be counted as LTT

<ul style="list-style-type: none"> Late Reporting (after 21 days from the course end dated as for LoA. 	<ul style="list-style-type: none"> Compulsorily retired from service, and Financial obligation shall be imposed as per Clause 4.5.22.3 for violating the undertaking.
<ul style="list-style-type: none"> Resignation before completing the LTT obligation. 	<ul style="list-style-type: none"> Financial obligation shall be imposed as per Clause 4.5.22.3 for violating the undertaking.
<ul style="list-style-type: none"> Resigning during study leave 	<ul style="list-style-type: none"> Financial obligation shall be imposed as per Clause 4.5.22.3 for violating the undertaking.
<ul style="list-style-type: none"> For Mixed Mode courses, penalty for withdrawal with reasons within his control, incomplete/ failing the course and resigning during and after completing LTT with training obligation 	<ul style="list-style-type: none"> Financial obligation shall be to refund the tuition fee, stipend/DSA, TA/DA, mileage and any other expenses incurred. Shall be counted as LTT irrespective of the final outcome of the studies. In the event the candidate fails to refund the financial obligation within the stipulated period, his promotion shall be delayed by one year from the due date of his promotion.

4.5.21.1. A candidate failing to report within the stipulated time as mentioned under **Clause 4.5.20.2** shall be liable for the following:

- a. Monthly salary on pro rata basis up to three months shall be forfeited; and name to be reflected in the negative list.
- b. Beyond three months, he shall be compulsorily retired from the service, but liable to pay expenses incurred on his training to the university as per **Clause 4.5.22.2**.

4.5.21.2. Training obligation for long-term training shall be applied as detailed hereunder;

Table 4.3: Training Obligation

Progressive No. of Trainings	Service Obligation	Financial Penalties (Private funded/open scholarship)
1st long-term course	2 times the duration of course	2 times the total expenditure incurred on pro rata basis
2nd long-term course	3 times the duration of course	3 times the total expenditure incurred on pro rata basis
3rd long-term course	4 times the duration of course	4 times the total expenditure incurred on pro rata basis

- 4.5.21.3. An employee who has been granted to pursue second long-term training without having to serve the training obligation of the first long term training as per the **Clause 4.5.8 (Table 4.2)** shall accrue the remaining obligation period of the first long-term training on the obligation period of the second long-term training.
- 4.5.21.4. Obligation for Mixed-mode courses shall be based on actual absence from the Office and any expenditure incurred by the University.
- 4.5.21.5. A candidate shall be liable for the financial penalties **(Table 4.3)** on the particular training when:
- a. He fails to return to Bhutan on completion of the training.
 - b. He voluntarily resigns from the services of the Agency prior to rendering the specified duration of service to the University.
- 4.5.21.6. The candidate/guarantor shall pay the above expenditure within 90 days from the day the office order is issued to effect **Clause 4.5.21.2**; failing which, legal actions shall be initiated in accordance with the Undertaking and the laws of the country.
- 4.5.21.7. If a candidate is terminated/compulsorily retired with training obligation, the obligation shall be treated as per the legal undertaking.

- 4.5.21.8. In the event the Undertaking is lost/damaged, training obligation and penalty as per CoS, KGUMSB shall be applied based on circumstantial evidence as per the Evidence Act of Bhutan 2005.
- 4.5.21.9. An employee who has availed long-term study without any financial cost to the University and resigning before fulfilling the service obligation shall forfeit his post-service benefits, except his own contributions.

4.6. Secondment

- 4.6.1. The University shall encourage deputation or secondment in order to provide necessary exposure to an employee to different systems to acquire expertise and experiences; and facilitate faculties within requiring specialized knowledge and skills.
- 4.6.2. The University HRC may approve to amend or not apply the regulations laid under if the secondment is going to be of substantial benefit or of wider university interest.
- 4.6.3. General rule
 - 4.6.3.1. Secondment shall apply to the temporary transfer of an employee member to a workplace outside the University on a full-time basis for a maximum period of 3 years initially. Extension may be given for a period of up to 2 years at a time, subject to a total duration of 5 years.
 - 4.6.3.2. Arrangements shall be made through mutual consent between the University, the concerned employee and the host organization.
 - 4.6.3.3. The service of an employee sent on secondment shall be protected.
 - 4.6.3.4. The period of secondment shall be considered for the purpose of promotion, which will come to effect only after he re-joins University on reversion from secondment.
 - 4.6.3.5. The University may, for valid reason, recall an employee before expiry of the secondment period. The University shall, in such cases, notify the Organization/Faculty concerned of its decision at least three months in advance.

- 4.6.4. Employee engagement in secondment shall consist of, but not limited to:
 - 4.6.4.1. Undertaking research in libraries, universities and research institutions;
 - 4.6.4.2. Undertaking professional experience in the workplace;
 - 4.6.4.3. Teaching in an educational institution, or developing teaching or curriculum materials;
 - 4.6.4.4. Exchanges and secondment to other universities, industry, professional or governmental agencies and establishments.
- 4.6.5. Eligibility
 - 4.6.5.1. A regular employee;
 - 4.6.5.2. An employee applying for the first secondment shall have completed four years of continuous service at the University, and have demonstrated a sustained productivity as recorded through the Performance Planning and Review process;
 - 4.6.5.3. Subsequent secondment shall be allowed after fulfilling the obligations of the previous secondment;
 - 4.6.5.4. Not reflected in the Negative List of the University;
 - 4.6.5.5. The University shall announce any positions for secondment upon receiving request from any external agency. The applicant shall be selected through open competition by the University in consultation with the agency to which the applicant shall be seconded.
- 4.6.6. Employee on secondment shall not be entitled to compensations (salary, allowances, travel expenses, DSA etc), University quarters and trainings from the University.
- 4.6.7. An employee, on return from secondment to a faculty outside University, and projects shall be placed in the same Position Level and pay scale held by the official immediately before the secondment. The pay in the respective Position Level/pay scale shall be fixed after taking into account the increment that would have been sanctioned to him during the period of secondment;
- 4.6.8. Submit his/her annual performance appraisal to the University.
- 4.6.9. The University shall not be liable to remit the Pension, Provident Fund

and insurance contributions in respect of an employee while on secondment. The employee concerned shall be responsible for remitting both his own as well as the employers' contributions directly to avail the benefit of continuation of the post requirement benefit schemes.

4.6.10. The employee on secondment shall submit annually the Performance Appraisal Report in the form prescribed by the University to the Faculty concerned during the period of secondment.

4.6.11. The period of secondment shall be accounted and considered for the purpose of gratuity at the time of retirement of the incumbent from the Service.

4.6.12. Obligation

The employee on secondment shall:

4.6.12.1. Be made to sign an Undertaking (**Annexure 4/12**) to ensure his/her return to the previously held position or to another agreed position in the University.

4.6.12.2. On completion of secondment, be required to:

- a. Submit a report to the supervisor; and
- b. Present a substantial paper (in a seminar) resulting in a publication by the employee in a peer reviewed journal wherever required.

4.6.12.3. An employee, upon return from secondment shall serve the University double the duration of the secondment period or until the superannuation age, whichever is earlier.

4.6.12.4. The post service benefits, except his/her own contributions, of the concerned employee shall be forfeited upon failing to return to the University after the completion of the secondment term. The services of the candidate shall be terminated with effect from the date of completion of the approved secondment period.

4.6.12.5. An employee failing to complete obligations fully, shall only be eligible to receive gratuity on pro-rata basis (formula: total gratuity minus % of obligations not fulfilled multiplied by total gratuity). However, an employee falling within this category shall receive all other post service benefits including the pension.

4.7. Job Exchange

- 4.7.1. Job exchange shall apply to schemes for exchange between the University employee and employee members at other institutions/organizations (both in-country or overseas institutions/appropriate commercial or government agencies).
- 4.7.2. The job exchange shall lead to:
 - 4.7.2.1. Development of the concerned employee with the best opportunity for enhancement of skills and knowledge in the relevant area of expertise;
 - 4.7.2.2. Exchange of knowledge and skills between the University and the partner institution/organization.
- 4.7.3. The job exchange programme shall be arranged by the employee with the involvement of the head of department in all negotiations.
- 4.7.4. The exchange programme shall be approved by the Office of the President/Faculty if:
 - 4.7.4.1. The employing organization supports the exchange;
 - 4.7.4.2. The incoming individual possesses qualifications, experience and skills for the particular position and level of responsibility at least equivalent to the outgoing employee; and
 - 4.7.4.3. The incoming person is fully aware of and prepared to accept the conditions of employment relevant to the exchange position.
- 4.7.5. All regular employees shall be eligible to participate in a job exchange programme upon completion of a minimum of four years of service at the University.
- 4.7.6. The period of absence from the University shall be subject to negotiation between the University and their institutions with a maximum of 12 months.
- 4.7.7. In the case of an overseas exchange, the employee shall ensure that the exchange arrangements are consistent with immigration guidelines and other related rules and regulations.
- 4.7.8. There shall be Memorandum of Agreement signed between the concerned employee and the head of concerned Faculty/OOP. The

Memorandum of Agreement shall outline the participating employees' assignments, obligations and other understandings for the period of the exchange.

- 4.7.9. The exchange programme shall be responsible to arrange and pay for appropriate passports and visas required for overseas job exchanges.
- 4.7.10. Outgoing employee shall be paid their normal salary by the University. The employee members shall be responsible to make salary payment arrangements with his/her Faculty/University for the period of the exchange.
- 4.7.11. All salary and employment entitlements for the incoming participants shall be paid by their home institution.
- 4.7.12. An employee member's normal salary and conditions of employment entitlement shall be allowed to accrue during any period of paid job exchange. Any leave applications submitted during the exchange shall be sent to the exchangee's employer (Human Resources Department) via the host supervisor.
- 4.7.13. While on exchange, an employee member shall remain on the University payroll, and shall be covered by the University's post service benefit contribution schemes.
- 4.7.14. Under normal circumstances, all costs (including airfares, insurance and relocation) shall be the responsibility of the employee member. The payment shall be made as per the Memorandum of Agreement, which may be prepared by using the KGUMSB Condition of Services as a guideline.
- 4.7.15. In special cases where it can be demonstrated that the exchange will be of significant benefit to the University, requests for funding shall be considered.
- 4.7.16. All accommodation and relocation arrangements shall be the responsibility of the exchange.
- 4.7.17. The University shall make every effort to meet all commitments made in the exchange program for both outgoing and incoming exchanges but reserves the right to withdraw from those commitments with a minimum of 30 days notice should extenuating circumstances arise.

4.8. Planning and Monitoring Human Resource Development

- 4.8.1. The OOP/Faculties shall have HRO/Designated HRO to carry out the responsibilities of all human resource actions.

- 4.8.2. The Office of the President in collaboration with the faculty shall assess the Human Resource Development needs of the concerned faculties, formulate appropriate plans and implement them in accordance with the procedures prescribed in the CoS of KGUMSB.
- 4.8.3. Supervisors shall be responsible for reviewing, learning the development needs of employee and assisting employee to identify and develop plans to meet these needs through the respective Performance Planning Review exercises;
- 4.8.4. Enriching employee experiences shall be carried out by promoting information sharing, involving employee in decision making, encouraging the application of new skills and providing job growth opportunities.
- 4.8.5. Human Resource Development Programme shall be identified in the HR Master Plan based on the Organizational Development exercise to determine the strategic human resource needs of the University.
- 4.8.6. Mid-term Review of the HR Master Plan shall be conducted to ensure the relevance of the Human Resource Development Programme to the organizational needs as well as to respond to the changing priorities of the University.
- 4.8.7. The performance of an employee undergoing long-term training shall be monitored and assessed by the supervisor for the purpose of HR actions.
- 4.8.8. University shall maintain up-to-date HRD programmes/training records.

4.9. Accountability

- 4.9.1. An in-service training which does not conform to this Rule shall be treated as unauthorized, and hence it shall be revoked by the Faculty/University.
- 4.9.2. UHRC should be accountable for the implementation of this regulation.
- 4.9.3. HRO should be accountable for timely appraisal to the HRC on matters concerning this regulation.
- 4.9.4. An employee responsible for the violations shall be accountable and liable for administrative actions.
- 4.9.5. University shall maintain up-to-date training records and update the same in HR Database.

IN-SERVICE TRAINING FORM

(Note: All sections in this form are compulsory)

I. Particulars of Candidate:

- a. Name :
 - b. Employee ID No. :
 - c. Position Title and Level :
 - d. Citizenship ID No. :
 - e. Date of Birth (dd/mm/yyyy) :
 - f. Agency & Work Location :
 - g. Contact No :
 - h. Permanent Address :
 - i. Quote Reference No. & Date of :
 - i. Security Clearance Certificate :
 - ii. Audit Clearance Certificate :
 - iii. Medical Fitness Certificate :
 - j. Qualification :
 - k. Date of Initial Appointment :
 - l. Present Job Description
- 1
- 2
- 3

II. Details of Training

- a. Planned (quote slot number)/Ad hoc :
 - b. Course Title :
 - c. Institute/City/Country :
 - d. Commencement Date and Duration :
 - e. Training Category :
.....short orlong
 - f. Source of funding :
-

III. Details of all Past Professional Training (formal and informal). (if the space provided is not sufficient, use a separate sheet). Please start with the last Training.

Course Title	Institute/City / Country	Start Date (dd/mm/yyyy)	Duration (months)	Source of Funding

I, hereby certify that the above information is correct to the best of my knowledge. I understand that I am liable to be subjected to disciplinary actions by appropriate authorities in the event that they find the above information incomplete and/or incorrect.

Date: (Signature of the Candidate)

Official use only

IV. Approval of the HR Committee (attach copy.)

V. Verification: The officials countersigning this form shall be accountable and liable for disciplinary action in case information provided is incomplete and/or incorrect.

Signature
Name of HR Officer
Date:

Signature
Name & Position Title
Seal of the Head of Faculty/OOP
Date:

Signature
Name & Position Title
Seal of the Head of Agency Date:

** For in-country short-term Training, candidates are not required to produce the documents.*

For ex-country short-term Trainings, the original documents are to be retained with University.

For long-term Trainings, original documents and a copy of Citizenship Identity Card are to be submitted to the University.

..... (Head)
.....
.....

Subject: **Letter of Award**

Dear,

The Khesar Gyalpo University of Medical Sciences of Bhutan on behalf of the Royal Government of Bhutan is pleased to approve candidature of, EID No. of your Faculty to pursue, as given below.

Name of the Course :
Planned/Ad hoc :
Institute & Country :
Mode of Study :
Start Date :
Duration :
Funding Agency :

The Khesar Gyalpo University of Medical Sciences of Bhutan has approved Study Leave with Pay for the duration of his/her studies.

Kindly instruct the candidate to contact this Secretariat for Pre-departure Briefing and executing Legal Undertaking.

With best regards,

Yours sincerely,

(.....)
**for the Khesar Gyalpo University of Medical
Sciences of Bhutan**

Cc:

1. Chief HR Officer/HR Officer for necessary actions.
2. Candidate concerned.

**IN-COUNTRY TRAINING
RATES OF DAILY SUBSISTENCE ALLOWANCE AND STIPEND**

1. Daily Subsistence Allowance

- 1.1. An employee of the KGUMSB during Training of 30 days or less duration shall be paid DSA at the rate of Nu. 1,000/- per day.
- 1.2. A trainee shall be entitled to 50% of the DSA while attending Training within the same place of posting. This excludes expenses pertaining to tuition fee, meals, refreshments, etc.

2. Stipend

- 2.1. An employee of the University attending in-service Training for more than 30 days shall be paid stipend at the rate of Nu. 8,000 per month (as it may be determined from time to time) irrespective of the location.

Note:

- The Faculty/University shall pay tuition fee and administrative cost, if any, directly to the institute offering the Training.
- The institute shall realize the cost of food and lodging from the individual trainees, if provided.

Training Selection Interview Form for In-service

Criteria	Factors	Max. Marks	Marks Awarded
1. VIVA VOCE	I. MANNER & DISPOSITION	05	
	II. LANGUAGE PROFICIENCY		
	a. Dzongkha	05	
	b. English	05	
	c. Others	02	
	III. INTELLIGENCE, ABILITY & COMPETENCE		
	a. Professional subject knowledge	03	
	b. General awareness	03	
	c. Presentation skills (organization of thoughts)	03	
	d. Analytical ability	03	
	e. Promptness in comprehension and clarity in expression	03	
	f. Confidence	03	
2. EXTRA-CURRICULAR ACTIVITIES		05	
3. ACADEMIC AND OTHER INDIVIDUAL ACHIEVEMENT		05	
4. PERFORMANCE RATING		20	
5. SENIORITY		05	
6. ACADEMIC MARKS		30	
Total marks		100	

Place:

Date:

Name & Signature of Member

**UNDERTAKING
(Scholarship)**

I, Mr./Mrs./Miss son/daughter of Mr. /Mrs.hereby accept the offer of scholarship from.....(Mention source of funding) for studies in.....(Mention the course) in.....(Mention institute and country) for a duration of.....

I hereby undertake to:

1. Pursue the course and complete it within the duration specified in the Letter of Award No.....dated
2. Not change to another course or institute.
3. Abide by all rules and regulations of the Khesar Gyalpo University of Medical Sciences of Bhutan and the institute concerned.
4. Not discontinue the course and/or leave the institute prior to completion of the course without written consent from the Khesar Gyalpo University of Medical Sciences of Bhutan.
5. Complete my training/studies, return to Bhutan and continue in the services of my Agency for a minimum period **as specified in training obligations and penalty, Chapter 4 of KGUMSB Condition of Services**, unless the Khesar Gyalpo University of Medical Sciences of Bhutan in public interest transfers my services.
6. Pay to the Khesar Gyalpo University of Medical Sciences of Bhutan an appropriate amount for the expenses incurred by the Khesar Gyalpo University of Medical Sciences of Bhutan on the training, in accordance with **Training obligations'/penalty, Chapter 4 of KGUMSB Condition of Services**, if:
 - 6.1. I discontinue the training for a reason other than ill health; or
 - 6.2. I return to Bhutan without completing training; or
 - 6.3. I do not return to Bhutan upon completion of my training; or
 - 6.4. I return to Bhutan but voluntarily resign from my Faculty/University without rendering the specified duration of service.

I hereby do confirm that I have been briefed on all rules governing my training and I have understood them, including the implication and consequences of deviating from them.

In particular, I understand that in the event that I do not adhere to any one of the above stated conditions, the guarantor and/or I shall be liable for prosecution in the Court of Law as per the provisions of the Penal Code of Bhutan.

Place: **Sd!-**
Date: **(Affix Legal Stamp)**
Name & Office address

Caution: This is an important legal document and therefore, should be executed after clearly understanding all the responsibilities, liabilities and implications.

In the event of any failure on the part of the above-named person to abide by this undertaking, I, as the guarantor hereby undertake to refund to the Khesar Gyalpo University of Medical Sciences of Bhutan the stipulated amount or accept my liability to any other penalty as may be decided by the Khesar Gyalpo University of Medical Sciences of Bhutan.

In the event that I do not adhere to the above, I understand that I shall be liable for legal actions by the Khesar Gyalpo University of Medical Sciences of Bhutan.

Place: **Sd!-**
Date: **(Affix Legal Stamp)**
Name of Guarantor:
Relation with the Candidate:.....
CID No.:(Attach copy)
Occupation:.....
Present address:.....
Village:.....
Mailing address:.....
Contact No.:.....
Telephone:.....
Mobile:.....

Witnesses:
(Signature).....

Name:
CID No:

ANNEXURE 4/5(b)

UNDERTAKING
(for self funding and study leave without pay)

I, bearing EID No.
son/daughter ofhereby accept the offer of scholarship
from (Mention source of funding) for studies in
..... (Mention the course) in
..... (Mention institute and country) for a
duration of

I hereby undertake to:

1. Pursue the course and complete it within the duration specified in the Letter of Award No. KGUMSB/HRD(.....)/..... dated
2. Abide by all rules and regulations of the Royal Government and the institute concerned.
3. Not discontinue the course and/or leave the institute prior to completion of the course without written consent from the Khesar Gyalpo University of Medical Sciences of Bhutan.
4. Complete my training/studies, return to Bhutan and continue in the services of my Agency for a minimum duration equal to my study period, unless the Government in public interest transfers my services.
5. Forfeit my post-service benefits, if:
 - 5.1. I do not return to Bhutan upon completion of my training; or
 - 5.2. I return to Bhutan but voluntarily resign from my Agency without rendering the specified duration of service.

I hereby do confirm that I have been briefed on all rules governing my training and I have understood them, including the implication and consequences of deviating from them.

In particular, I understand that in the event that I do not adhere to any one of the above stated conditions, the guarantor and/or I shall be liable for prosecution in the Court of Law as per the provisions of the Penal Code of Bhutan.

Place: **Sd/-**
Date: **(Affix Legal Stamp)**
Name & Office address

Caution: This is an important legal document and therefore, should be executed after clearly understanding all the responsibilities, liabilities and implications.

In the event of any failure on the part of the above-named person to abide by this undertaking, I, as the guarantor hereby undertake to refund to the Government the stipulated amount or accept my liability to any other penalty as may be decided by the Government.

In the event that I do not adhere to the above, I understand that I shall be liable for legal actions by the Government.

Place: _____ **Sd/-**
Date: _____ **(Affix Legal Stamp)**
Name of Guarantor:

CID No:(attach copy)
Relation with the candidate.....
Occupation:.....
Present address:.....
Permanent Address:.....
Email address:
Contact No.:.....
Telephone:.....
Mobile:.....

Witness:

1)Signature.....Name.....CID. No.....

DEPARTURE INTIMATION FORM

Chief HRO,
HRD Division,
Khesar Gyalpo University of Medical Sciences of Bhutan,
Thimphu.

1. Name of the Candidate :
2. Employee ID No. :
3. Position Title :
4. Department/Agency where presently employed:
5. Letter of Award number and date :
6. Title of course :
7. Institute of Training and location (Mention the Country also):
8. Date of commencement of the course :
9. Duration of the course and date of completion:
10. Date of departure from Bhutan :
11. Source of Funding :

I, hereby certify that the information given above is correct to the best of my knowledge.

Place:

Date:

(Signature)

POINTS FOR PRE-DEPARTURE BRIEFING (PDB) TO CANDIDATES LEAVING FOR LONG-TERM TRAINING

I. Obligations during Training

As an official nominee of the Royal Government of Bhutan, a candidate shall:

- i.* Strive for academic excellence as the **primary objective of Training is to learn**. Further, performance during Training shall form part of the performance appraisal for promotion and/or any personnel action;
- ii.* Conduct himself in a manner befitting his status and acceptable to the Institute;
- iii.* Refrain from engaging in political, criminal or commercial activity;
- iv.* Refrain from giving expressions and statements on sensitive policy matters on national or international affairs including written or oral statement without specific prior approval of the Khesar Gyalpo University of Medical Sciences of Bhutan on such issues;
- v.* Submit a Course Joining Report to the Secretariat (via an email) within two weeks of joining the programme;
- vi.* Submit semester/progress reports;
- vii.* Seek approval of the agency concerned – if sponsored by the RGOB – before undertaking field trips. The RGOB shall fund mandatory field trips only;
- viii.* Not change from the Training programme or the Institute specified in the Letter of Award; and
- ix.* Not take up additional course.

II. Extension

- i)* A candidate shall complete the Training within the duration specified in the Letter of Award;
- ii)* Extension shall not be granted to undertake an additional course; and
- iii)* Prior approval of the University shall be required for extension, for reasons beyond the control of the candidate.

III. Termination of Training

Training shall be terminated if:

- i) The conduct of a candidate is not in conformity to the KGUMSB Condition of Services and/or to the institute rules;
- ii) The performance of the candidate is below average or unacceptable to the University;
- iii) The candidate does not fulfill the attendance and other requirements stipulated by the Institute; and
- iv) The candidate fails to complete the course in the specified period and approval for extension is not accorded.

IV. Completion of Training and Return

A candidate on completion of Training shall:

- i) Return and report to the Secretariat with Joining Report and certificate/provisional certificate/letter of completion within three weeks after completion of training; and
- ii) Submit a written explanation, if there is any delay in submitting the report.

I hereby do confirm that I have been briefed on rules governing my training and I have understood them, including the implication and consequences of deviating from them. In particular, I understand that in the event that I do not adhere to any one of the above stated conditions, I and/or the guarantor shall be liable for legal action by the Khesar Gyalpo University of Medical Sciences of Bhutan.

Name: _____
E-mail: _____

Signature (Dated):

Guarantor: _____
E-mail: _____

Signature (Dated):
Tel./Mobile:

Briefed by (Name and signature): _____

COURSE JOINING REPORT FORM AND BANK ACCOUNT INFORMATION

Chief HRO,
HRD Division,
Khesar Gyalpo University of Medical
Sciences of Bhutan
Thimphu.

Sir/Madam,

Ref: Letter of Award No:

Date:

I have joined the Institute as per details below:

- 1. Course title :
- 2. Institute & address :
- 3. Start date and duration :
- 4. Date of joining :
- 5. Source of Funding :
- 6. Mailing address :
- 7. Telephone : Fax : e-mail:

I have opened the following bank account where payments of stipend and allowance can be sent. (To be completed by candidates sponsored through Nationally Executed Projects only).

Account Name :
 Name of the Bank :
 Complete Address of the Bank :
 Bank Account No. :
 BSB No. :
 Swift Code :
 Name: Position Title: **Signature and date:**
 Official address in Bhutan:
 Place:

(COUNTER SIGNED)

Place:
 Sign and Date: **(Course Supervisor/Head of Institute)**
 Name :
 Position Title :
 Address :
 Telephone : Fax: E-mail:

Joining Report upon Completion of Training

Chief/ Sr. /HR Officer

.....
.....

Sir/ Madam,

As per the Letter of Awarddated the undersigned has successfully completed the Training and hereby would like to report to the Agency onThe following documents are attached herewith:

1. Training Report;
2. Feedback Form; and
3. Certificate from the Institute.

Yours faithfully/sincerely,

Signature & date:

Name:

EID:

Position Title:

Agency:

TRAINING REPORT FORM
(To be attached with Joining Report Form Annexure 4/10)

Chief/Sr./HR Officer

.....

.....

Ref: Letter of Award No:

Date:

I have completed the Training as per details below:

- 1. Course Title :
- 2. Location (Institute, City, Country) :
- 3. Commencement Date & Duration :
- 4. Completion Date :

I. Describe courses/subjects covered during the Training (please use extra pages if required).

II. Propose how the knowledge and skills gained from the course can be utilized to further improve the effective delivery of services of the Agencies.

Dated Signature :

Name :

EID :

Position Title :

Faculty/Workplace:

FEEDBACK FORM (to be completed by a candidate only after availing training)Please tick/cross the ratings appropriately **Training & Duration:**

Sl. No.	Particulars	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1	Relevance: I found the Training relevant.					
2	Institute:					
i	Suitability: I found the institute most suitable for this training.					
ii	Resource Persons: Resource Persons were knowledgeable.					
iii	Service/Facility: Services and facilities were good.					
iv	Environment: Training environment was conducive.					
3	I had no problems in processing my:					
I	Security Clearance Certificate					
ii	Audit Clearance Certificate					
iii	Medical Certificate					
4	Support from my Agency:					
i	Nomination/Selection was transparent, fair and merit-based.					
ii	Processing was on time.					
iii	Dealing Official(s) was professional in service delivery.					
5	Support from KGUMSB, if applicable:					
i	Clarification(s) sought was clear.					
ii	Clarification(s) sought was prompt.					
iii	Dealing Official(s) was professional in service delivery.					
6	Areas for improvement:					
7	Any other observation/recommendation:					

Name & Signature:**Agency:****Date:**

Thank you for completing this form. Information shall be used for the purpose of improving service delivery.

UNDERTAKING FOR SECONDMENT

I, Mr/Ms/Dr....., bearing CID No:....., has been selected for the post of at the....., as per the Letter No: dated.....

I, hereby, do confirm that I have been briefed on the Terms and Conditions as laid down in the Terms of Reference and the rules governing the secondment term as per the Condition of Services – 2018 of the University.

In particular, I hereby undertake that I shall join back to the..... upon completion of the secondment term at

Affix Legal Stamp

Signature:

Name:

Address:

In Witness of:

Signature:

Name:

CID No:

Address:

CHAPTER 5

PERFORMANCE MANAGEMENT

SYSTEM

AND PROMOTION

CHAPTER 5

PERFORMANCE MANAGEMENT SYSTEM AND PROMOTION

5.1. Policy

- 5.1.1. Promote competence, meritocracy, productivity and morale;
- 5.1.2. Enhance professionalism, accountability and career advancement opportunities.

5.2. Strategy

- 5.2.1. Conduct regular organizational development review;
- 5.2.2. Reward and motivate a potential and competent employee to carry out the responsibilities of a higher position;
- 5.2.3. Promote performance-based culture through institution and implementation of rigorous, transparent and objective performance appraisal system.

5.3. Organizational Development Review

- 5.3.1. The University shall within an interval of three to five years review vision, mission, performance standards, values & strategies, structure, staffing strategies, pattern, and strength.
- 5.3.2. The University shall annually appraise the achievement of the previous year's targets and set targets for the following year. This pertains to the University as a whole and each of its faculties and its departments. Achievements of set targets shall be the basis for performance appraisal and promotion shall be based on performance rating.
- 5.3.3. The university shall promote and maintain a conducive organizational culture through appropriate motivational measures such as such as coaching, mentoring, training, guidance and other methods of cooperation and support between management and employee.
- 5.3.4. Executives in university shall take full responsibility for organizational development and performance culture.

- 5.3.5. All Executives and Managers shall avail themselves of appropriate training in organizational development, leadership and performance management.
- 5.3.6. The University shall ensure that the organizational development review is supported by effective performance management.

5.4. Promote a Performance-based Culture

5.4.1. Training

Appropriate training programmes shall be made available by the University to develop the competence required for effective performance management. These shall include;

- 5.4.1.1. Understanding performance management policies;
- 5.4.1.2. Performance Appraisal System;
- 5.4.1.3. Managing and coaching employee performance;
- 5.4.1.4. Giving and receiving feedback; and
- 5.4.1.5. Motivation and rewards.

5.4.2. Performance Culture Survey

- 5.4.2.1. The performance of faculties/departments may be reviewed every three to five years through a performance culture survey covering employee and customer/Students/Patients' satisfaction. This may form a part of the organizational development review; and
- 5.4.2.2. The Director, Planning and Strategic Development shall coordinate and monitor the performance culture survey.

5.5. Performance Appraisal System

- 5.5.1. The performance assessment shall be as per the performance management tool in the Khesar Gyalpo University Information System (KGUIIS).
- 5.5.2. The Performance Appraisal System aims to:
 - 5.5.2.1. Ensure effective performance management system through promotion of e-governance Human Resource management system.
 - 5.5.2.2. Enhance performance of employees through continuous and objective performance planning, monitoring, reviewing and recognition;

- 5.5.2.3. Enhance productivity by aligning employee job responsibility to the organizational goals; and
- 5.5.2.4. Provide an objective basis for HR actions including incentives, rewards and managing poor performance.
- 5.5.2.5. Performance appraisal can be changed by UHRC from time to time as deemed necessary.

5.5.3. Scope

The Performance Appraisal System shall cover all employees, including those on probation, contract and on secondment.

5.5.4. General Provision

- 5.5.4.1. Every employee of the University shall be familiarized with the Performance Appraisal System through the implementation of **Clause 5.4.1**.
- 5.5.4.2. All new employees shall be provided with information on Performance Appraisal System through an induction programme.
- 5.5.4.3. For employees on long-term training, their academic performance at the Institute shall form their performance for appraisal for that period.
- 5.5.4.4. An employee on secondment shall be required to submit his annual performance appraisal to the designated HRO.
- 5.5.4.5. The HR Officer/Designated HRO shall take custody of the performance appraisal system in KGUIS and shall make it available as and when required.
- 5.5.4.6. The respective HRC of the University shall study the overall performance trends of its employees and make provisions for improvement during the next Appraisal Cycle.
- 5.5.4.7. There will be two appraisal cycles based on the initial appointment date or date of last promotion as follows;
 - 1. January – December
 - 2. July – June
- 5.5.4.8. All performance information, including the rating shall be analyzed, computed and archived accordingly through the use of appropriate software linked to the HR database, which shall be used to generate quantitative data as well as document critical incidences.

- 5.5.4.9. The faculties concerned shall carry out performance appraisal of all employees and may submit to the Office of the President for employees who are in the positions of Position Level 4 and above and the positions of Position Level 5 and below should be retained at the respective faculty.
- 5.5.4.10. In cases where individual employee has more than one supervisor, the one who supervises major job responsibilities shall be considered the primary supervisor. The primary supervisor shall consult all significant supervisors of the employee during the work planning and review sessions. The primary supervisor shall reflect the views and judgment of other supervisors while recording the performance plans and ratings.
- 5.5.4.11. In cases where an employee has been transferred under a new supervisor, the following shall be observed regarding the performance rating:
- a. In case the employee has not worked for at least one quarter of the Appraisal Cycle, the earlier supervisor should undertake to review the performance of the employee.
 - b. In case the employee has completed at least one quarter of the Appraisal Cycle under the new supervisor, the new supervisor shall undertake to review the performance for the appraisal quarter.
- 5.5.4.12. HROs and Supervisors should ensure the timely implementation and assessment of performance appraisal ratings.
- 5.5.4.13. The HRO/Designated HRO should ensure that they collect the students' rating of every module for the compilation and inclusion into the performance appraisal as per the performance rating tools.

5.5.5. Appraisal Techniques/Methods

The Performance Appraisal System shall consist of the following appraisal instruments for various positions as listed below:

Positions	Rater				
	Self	Supervisor	Peer	Subordinate	Student
Executives	✓	✓		✓	
Academic Staff (Position level 1 – 7)	✓	✓	✓		✓
Managerial Position (Position level 5 & above)	✓	✓	✓	✓	
General Staff (Position level 6 – 13)	✓	✓	✓		
Operational & GS (Position Level 14 – 19)	Rated Based on Core Competencies				

5.5.5.1. Executive Performance Appraisal

- i.* The performance of the Executives shall be reviewed and appraised using the Executive Performance Appraisal Forms (**Annexure 5/1**) on an annual basis.
- ii.* The Executive Performance Appraisal Form shall be completed by the President.
- iii.* The performance of President shall be appraised by the Chairperson of the Governing Council.
- iv.* For the purpose of Performance Appraisal System, Executives shall include Registrar, Deans and Directors

5.5.5.2. Appraisal for Other Employees

There are two phases in the appraisal process.

- i.* Phase 1: Work Planning and Review

The Work Planning and Review Form (**Annexure 5/2**) shall be used by all employees except Executives together with their Supervisor to determine half yearly work

targets with at least four work output and three core competencies.

ii. Phase 2: Summative Performance Review

The Summative Review Form (**Annexure 5/3**) shall be used by all employees except Executives and employees under Operational and GS category to reflect and rate on the work targets and the overall performance of the employees. The Summative Review shall consist of the review of performance factors, review of core competencies, feedbacks, publications and recording of specific comments. The Summative Review is to be undertaken annually.

5.5.5.3. Appraisal for Operational and GS Category

The performance of employees in Operational and GS Category shall be appraised based on the identified core competencies only.

5.5.5.4. Feedback

- a. It is mandatory for all employees at position level S5 and above to have feedback by the peers (**Annexure 5/4**). In addition, managerial position (Position Level 5 and above) need to have feedback from their subordinates (**Annexure 5/5**) and academic positions from the students. The student feedback form is given at **Annexure 5/6**
- b. The University shall:
 - i.* Use the feedback as a reference for HR actions, including promotion;
 - ii.* Communicate feedback to the employees and Supervisor concerned, if required; and
 - iii.* Ensure confidentiality and proper documentation.

c. The feedback shall be provided as follows:

i. Office of the President

Sl. No.	Feedback for	Done by	Submit to
1.	President	Registrar/DGs/Directors	GC
2.	DG/Director/Registrar	Chief of Division	UHRC
3.	Chief/ Deputy Chief of Divisions	Division employee	UHRC

ii. Faculties

Sl. No.	Feedback for	Done by	Submit to
1.	Executives & Deans	Faculty/Non-academic employee	UHRC
2.	Academic Staff	Academic Staff and Students	FHRC/ UHRC
3.	Managerial Position Level 4 & above	Respective department employees	UHRC
4.	General Staff (Position level 5 - 19)	N/A	FHRC/ OPHRC

5.5.5.5. Performance Rating and Evaluation

a. The table below depicts Supervisors for performance rating.

Position	Supervisor
President	Chair, GC
Registrar	President
Directors/Deans	Registrar
Deputy Deans/ Program Leaders/Course Coordinators	Dean
Faculty	Program Leaders/Course Coordinators
General Staff	Respective Department/Division/ Unit Heads

- b. The performance ratings of the immediate supervisor shall be final and binding. It shall be subject to verification and approval by the HR Committee.
- c. The performance ratings and evaluation on all the performance appraisal forms shall be as per the following four rating scales;
 - i.* Outstanding : Average Total Score of 3.5 – 4.00
 - ii.* Very Good : Average Total Score of 2.5 – 3.49
 - iii.* Good : Average Total Score of 1.5 – 2.49
 - iv.* Improvement Needed: Average Total Score of 0 – 1.49
- d. The supervisor shall furnish adequate justifications if an employee has obtained ‘Outstanding’ (4) in all the parameters or ‘Improvement Needed’ (final rating), which shall be verified by the HR Committee.

5.6. Use of the Performance Appraisal Results

The Performance Appraisal results shall be used to:

- 5.6.1. Identify and address development needs of employees;
- 5.6.2. Recognize good performers and provide appropriate incentives and rewards;
- 5.6.3. Promote an employee to a higher position available in the University;
- 5.6.4. Take other HR actions *inter alia*, transfer, confirmation of services for the probationers and assigning special tasks; and
- 5.6.5. Identify poor performers.

5.7. Managing Poor Performance

Where employees are not performing satisfactorily, a number of strategies shall be utilized, including:

- 5.7.1. Training of the supervisor in performance management;
- 5.7.2. Employee development in the form of training, counselling and coaching;
- 5.7.3. Review of current work responsibilities against the job descriptions and annual work plan;
- 5.7.4. Improvement of job environment and workload;

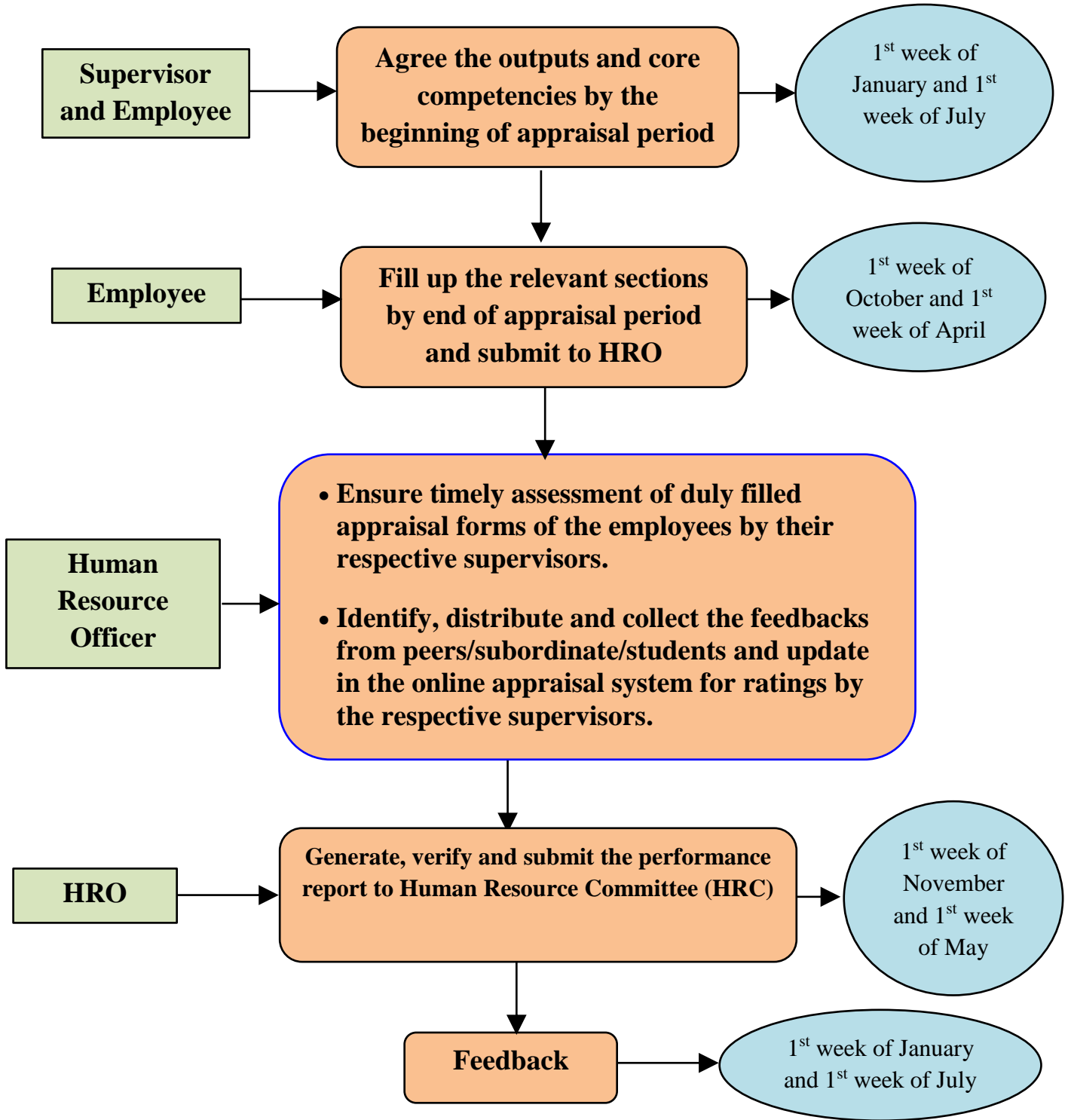
- 5.7.5. Transfer and/or reassignment; and
- 5.7.6. Disciplinary actions, including termination.

5.8. Role of Human Resource Officer

HR Officer shall:

- 5.8.1. Ensure that every employee and his supervisor use the appraisal instruments at all times;
- 5.8.2. Ensure that all employees are familiarized with the use of online Appraisal System;
- 5.8.3. Generate individual and aggregated performance appraisal report for the employees in his faculty for submission to the University;
- 5.8.4. Facilitate performance feedback between the Supervisor and Employee.

Flow Chart of Performance Appraisal



5.9. Categories of promotion

- a. Promotion through fulfilment of criteria;
- b. Meritorious Promotion; and

5.10. Authority to Grant Promotion

5.10.1. The authority to grant promotion for an employee shall be as follows:

Promotion Category	Promotion to Grade	Promotion Through fulfilment of Criteria	Meritorious Promotion	Open Competition
Executives	President	N/A	N/A	N/A
	Registrar	N/A	N/A	University
	Dy. Registrar/ Director General (Position Level 2)	University	N/A	N/A
	Director (Position Level 3)	N/A	N/A	University
Specialist	Position Level 1-3	University	N/A	N/A
Academic Positions	Position Level 4	University	University	N/A
Academic Positions	Position Level 5 – 8	OOP/Faculty	University	N/A
Manager	Position Level 4	University	University	N/A
Professional	Position Level 5 – 8	OOP/Faculty	University	N/A
Supervisory and Support	Position Level 9 – 13	OOP/Faculty	University	N/A
Operational & GS	Position Level 14 – 19	OOP/Faculty	University	N/A

N/A= Not applicable, University = The UHRC, Faculty = The Faculty HRC.

5.11. Promotion Schedule

- 5.11.1. Promotion shall be approved with effect from 1st January or 1st July.
- 5.11.2. The HRO will compile the promotion forms and submit to the respective HRC within its time frame of the individual.

Activity	Last Date for January Promotion	Last Date for July Promotion
Receive recommendations by Faculty/ Office of the President	1 st November	1 st May
Receive recommendations by the University for promotions under its authority	15 th November	15 th May
Approve decentralized promotions by the Faculty/ Office of the President	30 th November	31 st May
Approve promotions under the authority of the University	15 th December	15 th June
Receive promotion office orders by the University for decentralized promotions	25 th December	25 th June

5.11.3. No promotion application shall be considered after the dateline.

5.12. General Promotion Criteria

The University shall follow criteria for the promotion based on:

- 5.12.1. Academic qualification, training, skills and competence;
- 5.12.2. Past and present performance in his job as reflected in the performance appraisal;
- 5.12.3. Clear service record;
- 5.12.4. Not reflected in the negative list of the RAA/ACC;
- 5.12.5. Additional qualifications relevant to the nature of duties and responsibilities shall be given due recognition;
- 5.12.6. Study leave up to 24 months of single training shall be counted as active service for the purpose of promotion unless otherwise approved by the University HRC prior to the study leave approval.
- 5.12.7. Any form of leave up to 3 months at a time except Extraordinary Leave shall be counted as part of active service for promotion. However, the entire maternity leave shall be considered as active service;
- 5.12.8. Promotion shall be approved/recommended by the HR Committee of the OOP/Faculty concerned as per the delegation of authority.
- 5.12.9. Submission of the following documents:
 - a. Duly completed Promotion Forms given in the **Annexure 5/7**
 - b. Annual performance report for the last three years
 - c. Security Clearance Certificate (Valid and Copy)
 - d. Audit Clearance Certificate (Valid and Original)

- 5.12.10. The Faculty shall compile proposals as per the Promotion Summary Form (**Annexure 5/8**) and submit to the Faculty HRC which shall review all the promotion proposal of the employees for appropriate decisions.
- 5.12.11. For promotions under the authority of Office of the President and the concerned Faculty shall submit their recommendations to the University for its consideration.
- 5.12.12. The University/Faculty shall not promote its employees mechanically based only on the completion of the minimum number of years without proper assessment of their capability, performance, allegiance, and the need of the Faculty.
- 5.12.13. Fulfilment of the minimum duration requirement as per the category of promotion as follows:
- 5.12.13.1. First promotion- Four years, excluding probation period;
 - 5.12.13.2. Second and subsequent promotion every four years;
 - 5.12.13.3. Meritorious promotion – two years;
 - 5.12.13.4. Executive promotion- Four years; and
 - 5.12.13.5. Specialist promotion- Four years.

5.12.14. The employee shall need to fulfil the appraisal form rating requirements as follows:

Sl. No.	Rating	Action
1	Outstanding for two consecutive years	Meritorious promotion recommended for P1 and below
2	Very good and above for 3 years for P1 and below or at least 2 outstanding for P1 and above	Normal promotion recommended
3	Good and below for past 3 years	Feedback for improvement
4	Need Improvement for 4 years despite HR actions	Retrenchment recommended
5	Very good and above during probation period	Recommendation for service regularization
6	Very good and above for last 2 years	Contract extension

5.12.15. Even if an employee has fulfilled eligibility criteria, his promotion shall not be processed/approved during his absence from duty on availing medical leave beyond three months, EOL and long-term study leave. However, an employee, while pursuing long-term training under Mixed- Mode shall be eligible for promotion subject to fulfilling other criteria including his presence in office at the time of processing and effecting the promotion.

5.12.16. An employee shall not claim promotion as a matter of right.

- 5.12.17. Performance evaluation during the study period shall not be included for meritorious Promotion.
- 5.12.18. On approval, Promotion Order shall be issued which shall clearly specify the following:
 - 5.12.18.1. Name and EID No. of an employee being promoted;
 - 5.12.18.2. Position Title and Position Level, before and after the promotion;
 - 5.12.18.3. Pay Scale;
 - 5.12.18.4. Promotion effective date;
 - 5.12.18.5. Date of next increment; and
 - 5.12.18.6. Place of posting.

5.13. Promotion through fulfilment of criteria

- 5.13.1. The university shall promote the employee to higher positions subject to fulfilment of the eligibility criteria;
- 5.13.2. The employee shall meet the requirements of the next higher grade, as prescribed in the Position Profile Matrix and general promotion criteria as in **Section 5.12;**
- 5.13.3. Administrative & Technical Employees shall be allowed to progress to Position Level 3 and above based on the requirement of the university provided that an employee has at least one research published in national or international journal;
- 5.13.4. Promotions for Employee/faculties having multiple positions would be based mostly on the performance of the primary position.

5.14. Meritorious Promotion

- 5.14.1. Meritorious promotions shall be granted to reward and recognize outstanding performance and leadership qualities of an employee who shall be a role model;
- 5.14.2. The eligibility criteria for meritorious promotion includes the following in addition to the fulfilment of general promotion criteria
 - 5.14.2.1. Consistently “Outstanding” annual performance ratings for the last two years;

- 5.14.2.2. Completion of the minimum of two years of active service in the current position to be upgraded to a next higher level;
- 5.14.2.3. Exceptional act or service in the public interest besides his normal responsibilities;
- 5.14.2.4. Suggestion, invention, accomplishment or personal effort which has contributed to the efficiency, economy, or other improvement in the University/Government;
- 5.14.2.5. Clean service record;
- 5.14.2.6. Duly filled meritorious form ***Annexure 5/9***
- 5.14.3. Faculty/University HR Committee shall receive applications, review and recommend to the University HR Committee for meritorious promotions.
- 5.14.4. The University HR Committee shall review the recommendations and take decisions.

5.15. Appeals Related to Promotion

In the event an employee finds that her/his promotion has not been considered by the authority concerned despite fulfilment of all the promotion criteria, the incumbent may appeal to the University Human Resource Committee/President.

5.16. Accountability

- 5.16.1. The HR Committee shall be held accountable for ensuring effective implementation of the Performance Appraisal System by providing necessary guidance and support.
- 5.16.2. The Supervisor shall be responsible for:
 - 5.16.2.1. Guiding and facilitating their employees to fill in the forms as per the requirements and principles of the Performance Appraisal System. Initiating the appraisal process and establishing the employee's work targets and core competencies at the beginning of the Appraisal Cycle;
 - 5.16.2.2. Regularly monitoring the employee's performance during the Appraisal Cycle.

- 5.16.3. The HRO shall be accountable for the timely execution of performance appraisal practices by all employees and appraisal to HRC.
- 5.16.4. The HR Officer shall be responsible and accountable for the effective implementation and management of the Performance Appraisal System under the overall guidance of the HR Committee of the University.
- 5.16.5. An employee shall ensure that his performance is planned, monitored and rated as per the requirements of the Performance Appraisal System.
- 5.16.6. Precautionary measures shall be taken at all levels to maintain confidentiality of information throughout the performance appraisal process. Breach of confidentiality shall be considered an offence and shall result in appropriate disciplinary action.
- 5.16.7. The respective HRC shall be accountable for close monitoring and implementation of the Performance Management System.
- 5.16.8. The OOP/Faculty/University HRC shall ensure that the promotion is not granted without fulfilling the prescribed criteria and/or completing the prescribed processes.
- 5.16.9. The University Human Resource Committee shall reserve the right to revoke such a promotion by the OOP/Faculty HRC.
- 5.16.10. The authority responsible for granting such promotions shall be accountable and liable for administrative actions.

EXECUTIVE PERFORMANCE APPRAISAL FORM

For the rating period: _____ to _____

Agency:

Name of the Employee:

Name of the Supervisor:

Employee ID No:

Position Title:

Position Title:

Comments by the Employee

(Comment on some of your special achievement and on areas that you need to improve)

(You should also mention your contribution on outcomes and impact as a result of your output)

(Signature of the Employee)

This section will be submitted by the HRO to the respective supervisor/manager for rating

1. EVALUATION OF PERFORMANCE OUTPUT

A) How would you rate the extent of his/her performance accomplishment in terms of the programmes, projects and their targets for the last one year

- | | | |
|-----------------------|---------------------|----------------------|
| 1. Outstanding | : 3.5 – 4.00 points | <input type="text"/> |
| 2. Very Good | : 2.5 – 3.49 points | <input type="text"/> |
| 3. Good | : 1.5 – 2.49 points | <input type="text"/> |
| 4. Improvement Needed | : 0 – 1.49 points | <input type="text"/> |

Substantiate rating with at least one example:

B) How would you rate the quality of his/her work output in the last one year

- | | | |
|-----------------------|---------------------|----------------------|
| 1. Outstanding | : 3.5 – 4.00 points | <input type="text"/> |
| 2. Very Good | : 2.5 – 3.49 points | <input type="text"/> |
| 3. Good | : 1.5 – 2.49 points | <input type="text"/> |
| 4. Improvement Needed | : 0 – 1.49 points | <input type="text"/> |

Substantiate rating with at least one example:

C) How would you rate the timeliness of his/her work output in the last twelve months?

- | | | |
|-----------------------|---------------------|----------------------|
| 1. Outstanding | : 3.5 – 4.00 points | <input type="text"/> |
| 2. Very Good | : 2.5 – 3.49 points | <input type="text"/> |
| 3. Good | : 1.5 – 2.49 points | <input type="text"/> |
| 4. Improvement Needed | : 0 – 1.49 points | <input type="text"/> |

Substantiate rating with at least one example:

TOTAL RATING: _____

DIVIDE 'TOTAL RATING' BY 3 = AVERAGE RATING (A): _____

2. EVALUATION OF COMPETENCIES

A) Management of Work (it includes among others the ability to plan, prioritize, delegate, monitor, evaluate and decision-making skills)

- | | | |
|-----------------------|---------------------|----------------------|
| 1. Outstanding | : 3.5 – 4.00 points | <input type="text"/> |
| 2. Very Good | : 2.5 – 3.49 points | <input type="text"/> |
| 3. Good | : 1.5 – 2.49 points | <input type="text"/> |
| 4. Improvement Needed | : 0 – 1.49 points | <input type="text"/> |

Substantiate rating with at least one example:

B) Management of People (it includes among others the ability to establish clear vision/direction, promote professionalism, advance career growth of subordinates, motivation of subordinates and effective communications skills)

- 1. Outstanding : 3.5 – 4.00 points
- 2. Very Good : 2.5 – 3.49 points
- 3. Good : 1.5 – 2.49 points
- 4. Improvement Needed : 0 – 1.49 points

Substantiate rating with at least one example:

C) Management of Resources (it includes among others the ability to mobilize resources, effective utilization, proper management of facilities and equipment)

- 1. Outstanding : 3.5 – 4.00 points
- 2. Very Good : 2.5 – 3.49 points
- 3. Good : 1.5 – 2.49 points
- 4. Improvement Needed : 0 – 1.49 points

Substantiate rating with at least one example:

D) Management of Linkages (it includes among others the ability to work effectively with other peers of other Agencies/Departments, stakeholders, superiors and clients)

- 1. Outstanding : 3.5 – 4.00 points
- 2. Very Good : 2.5 – 3.49 points
- 3. Good : 1.5 – 2.49 points
- 4. Improvement Needed : 0 – 1.49 points

Substantiate rating with at least one example:

TOTAL RATING: _____

DIVIDE 'TOTAL RATING' BY 4 = AVERAGE RATING (B): _____

Comments by the Supervisor

(Signature of the Supervisor)

THE HR OFFICER SHALL COMPLETE THE FINAL RATINGS CALCULATION BELOW, ENSURE ALL THE REQUIREMENTS ARE FULFILLED AND FORWARD THE SUMMATIVE REVIEW FORM TO THE COMPETENT AUTHORITY FOR REVIEW AND FINAL APPROVAL.

	FINAL RATING CALCULATIONS
A(Output)	..... * 50% =
B(Competency)	.....* 20% =
C(Subordinate) <i>(Annexure 5/5)</i>	.....* 20% = (min 3 relevant subordinates)
D(Peer)	.....* 10% = (Random)
Total =

FINAL RATINGS CALCULATION:

[tick appropriate box to confirm Final Rating]:

3.50 – 4.00 Outstanding 1.50 – 2.49 Good
 2.50 – 3.49 Very Good 0 – 1.49 Improvement Needed

Name and Signature of HR Officer

**Approval by President/
 Chairperson, Governing Council**

WORK PLANNING AND REVIEW FORM

For the period: _____ to _____

Agency:	
Name of the Employee:	Name of the Supervisor
Employee ID No:	Position Title:
Position Title:	

<p>These performance outcomes are to be made priorities for the next 12 months period. To be completed jointly by the manager and the employee at the beginning of the work planning cycle. Use the employee's job description and annual work plan as guidelines.</p> <p><u>(Beginning of Appraisal Period)</u></p>	<p>Each performance output should be reviewed at the end of each 6 month period.</p> <p>Review Date:</p> <hr/> <p><u>(End of Appraisal Period)</u></p>	<p>No ratings are required in this review phase, just remarks in relation to how the employee is progressing or not progressing in meeting each performance output. To be submitted by HRO to respective supervisor/manager for remarks. <u>(End of Appraisal Period)</u></p>
<p>Expected Performance Output /Services</p> <p>Output I:</p> <p>Output II:</p> <p>Output III:</p> <p>Output IV:</p> <p>Output V:</p> <p>Output VI</p>	<p>Remarks of the Employee:</p>	<p>Remarks of the Manager:</p>

(Use additional sheet if required)

Instructions

The core competencies are the special skills/qualities required to fulfil the roles and responsibilities of the position. The manager and the employee should jointly identify four core competencies relevant to the employee’s position in addition to the three, which are fixed. The other core competencies identified may include interpersonal skills, negotiation skills, problem solving skills, analytical, communication, leadership, creativity, etc.

(This has to be filled in the beginning of the Appraisal Period)

Agreed Core Competencies
1. Integrity
2. Attitude
3. Punctuality
4. Team Work
5.
6.
7.

(Signature of the Employee)

(Signature of the Supervisor)

KHESAR GYALPO UNIVERSITY OF MEDICAL SCIENCES OF BHUTAN

SUMMATIVE PERFORMANCE REVIEW FORM

For the period _____ to _____

Employee/Supervisor Information

Name of Agency:

Name of the Employee:

Employee ID No:

Position Title:

Position Level:

Name of the Supervisor:

Position Title of the Supervisor:

Process: In the first instance, the employee is to complete the Summative Review Form as best they can with reference to the Work Planning and Review Forms. Performance Outputs and Core Competencies are to be listed/described and a 'self-rating' given along with supplementary information where necessary. Note: under Performance Outputs, a separate rating is required for both the 'quantity' and 'quality' sections. When complete, the form is then submitted to their manager. The manager will review the form and make appropriate notes. A meeting between the Supervisor and employee is then arranged to discuss the Summative Review Form in more detail and finalize ratings, if required. The 'final rating' is to be approved and written down by the Supervisor.

SUMMATIVE PERFORMANCE REVIEW FORM (CONTINUED)

RATINGS ON PERFORMANCE FACTORS

(Use additional sheets if required)

<i>(Ratings should pertain to Performance Outputs as outlined in Work Planning and Review Forms. Add additional outputs as necessary)</i>	Employee self rating:	Final rating (Supervisor)
PERFORMANCE OUTPUT 1: Quantity of Work:		
Quality of Work:		
PERFORMANCE OUTPUT 2: Quantity of Work:		
Quality of Work:		
PERFORMANCE OUTPUT 3: Quantity of Work:		
Quality of Work:		
.....		
Divide ‘Total Final Rating’ by number of individual final ratings =	TOTAL FINAL RATING:	
	AVERAGE RATING (A):	

(Signature of the Employee)

(Signature of the Supervisor)

NOTE: TO BE SUBMITTED BY THE HRO TO THE RESPECTIVE SUPERVISOR FOR RATING

SUMMATIVE PERFORMANCE REVIEW FORM (CONTINUED)

RATINGS ON CORE COMPETENCIES

(To be completed by the Employee)			
Core Competency	Comments:	Employee Self-rating:	Final Rating (Supervisor):
1.			
2.			
3.			
4.			
5.			
6.			
7.			
		TOTAL FINAL RATING:	
Divide 'Total Final Rating' by 7 =		AVERAGE RATING (B):	

(Signature of the Employee)

(Signature of the Supervisor)

NOTE: TO BE SUBMITTED BY THE HRO TO THE RESPECTIVE SUPERVISOR FOR RATING

SUMMATIVE PERFORMANCE REVIEW FORM (CONTINUED)

RATINGS ON PEER FEEDBACK

* Average rating of three peers from the peer feedback form

To be completed by HRO		*Final rating (average peer rating)
Integrity (honesty and truthfulness of one's action, adherence to moral and ethical principles in one's conduct.)		
Leadership (influences others to achieve department, faculty and university goals)		
Team work/collaboration (work together with colleagues at various levels to solve problems, improve work processes or accomplish specific task.)		
Communication (clarity in expression of ideas, effectiveness of both verbal and written communication, effectiveness in listening and interacting with others in a helpful and informative manner)		
	Total final rating	
Divide "Total Final Rating" by 4	Average final rating (C)	

SUMMATIVE PERFORMANCE REVIEW FORM (CONTINUED)

RATINGS ON STUDENTS' FEEDBACK

This rating on students' feedback shall be applicable only to academicians of the faculty. The HRO of respective Faculties of the University shall be responsible in compiling feedback forms and award rating.

To be filled by HRO		
Semester/ Modules		Rating by HRO*
Semester 1		
1. Module /subject		
2. Module /subject		
3. Module / subject		
4. Module / subject		
5. Module / subject		
Semester 2		
1. Module / subject		
2. Module / subject		
3. Module / subject		
4. Module / subject		
5. Module / subject		
Divide "Total Final Rating" by number of rated modules.	Total Final Rating:	
	Average Rating (D)	

DEVELOPMENT NEED OF THE EMPLOYEE

Comments by the Employee

(Comment on some of your special achievement and on areas that you need to improve)

(You should also mention your contribution on outcomes and impact as a result of your output)

(Signature of the Employee)

Comments by the Supervisor:

(Comment on the special achievements and/or development needs of the employee and suggest some measures to improve the performance of the employee)

(Signature of the Supervisor)

SUMMATIVE PERFORMANCE REVIEW FORM (CONTINUED)

THE HR OFFICER SHALL COMPLETE THE FINAL RATINGS CALCULATION BELOW, ENSURE ALL THE REQUIREMENTS ARE FULFILLED AND FORWARD THE SUMMATIVE REVIEW FORM TO THE HRC FOR REVIEW AND FINAL APPROVAL.

	FINAL RATING CALCULATIONS	
	Weight-age for Academicians	Weight-age for General Staff
A(Output)	..... * 50%	..... * 50%
B(Competency)	..... * 30%	..... * 30%
C(Peer/Subordinate)	..... * 10%	..... * 20%
D(Students)	..... * 10%	.....
Total(F)	.....	.....

Tick appropriate box to confirm Final Rating:

- 3.50 – 4.00 Outstanding 1.50 – 2.49 Good
 2.50 – 3.49 Very Good 0 – 1.49 Improvement Needed

**Name and Signature of HR Officer
 (Faculty/University)**

**Approval by Head
 (Faculty/University)**

Comments by HRC, Faculty/University:

(Comment on the general performance and potential of the employee)

Name and Signature of Chairperson, HRC

PEER FEEDBACK RATING FORM

Name of the Evaluatee: _____

Date of evaluation: _____

For each area outlined below, rate the individual being evaluated with a score using the scale below:

- 4- Performance consistently exceeds expectation
- 3- Performance consistently fulfills the job requirement
- 2- Performance doesn't consistently meet job requirements
- 1- Performance consistently fails to meet job requirements

To be completed by colleagues				
Areas	4	3	2	1
Integrity (honesty and truthfulness of one's action, adherence to moral and ethical principles in one's conduct.)				
Leadership (influences others to achieve department, faculty and university goals)				
Team work/collaboration (work together with colleagues at various levels to solve problems, improve work processes or accomplish specific task.)				
Communication (clarity in expression of ideas, effectiveness of both verbal and written communication, effectiveness in listening and interacting with others in a helpful and informative manner)				
Total				

Score obtained ____ / 16 = ____

FEEDBACK FORM

To be completed by *SUBORDINATE* for those holding managerial positions.

Name of the Employee whom the feedback is for:	
Employee Position Title:	
Employee ID:	
Name of the Subordinate:	
Subordinate's Position Title:	
Agency:	
Date:	

THIS FEEDBACK WILL BE KEPT ANNYMOUS. YOU ARE REQUIRED TO PROVIDE HONEST AND CONSTRUCTIVE COMMENTS ON THE EMPLOYEE'S OVERALL PERFORMANCE AND MANAGEMENT STYLE/PRACTICE.

1. LIST ONE OR MORE THINGS YOU WOULD LIKE YOUR MANAGER TO STOP DOING.

2. LIST ONE OR MORE THINGS YOU WOULD LIKE YOUR MANAGER TO CONTINUE DOING.

3. LIST ONE OR MORE THINGS YOU WOULD LIKE YOUR MANAGER TO START DOING.

4. LIST ONE OR MORE THINGS YOUR MANAGER COULD DO BETTER.

5. ON A SCALE OF 1 (LOWEST) TO 5 (HIGHEST), RATE YOUR SUPERVISOR ON:

Sl. No.	Attributes	Scale (tick)				
		5	4	3	2	1
1	Leadership					
2	Ethics/Character					
3	Integrity					
4	Professionalism					
5	Accountability					

5 = Excellent 4 = Very Good 3 = Good 2 = Fair 1 = Poor

6. LIST DOWN CRITICAL INCIDENTS (both positive and negative), IF ANY:

STUDENT FEEDBACK RATING FORM

You are requested to consider the following questions and rate an individual instructor's competencies in the respective areas. We appreciate your personal, well-considered, and candid feedback as we take very seriously our joint effort for the improvement of the programme. If there are any further comments that you would like to make to clarify or elaborate your views, please use the space provided at the end of this form. Please write the rating value, **1 (poor) to 4 (very good)**, in the right-most column. **THANK YOU FOR YOUR KIND COOPERATION. THIS IS STRICTLY CONFIDENTIAL.**

DATE ___/___/___

SEMESTER/MODULE: ___/___

INSTRUCTOR _____

No.	EVALUATION PARAMETERS				SCORE
CONTENT					
1	Introduction and overview: Does the instructor provide appropriate teaching session introductions?				
	1. Never/rarely provides introduction: learning objectives or overview of activities.	2. Often does not provide introduction: learning objectives or overview of activities.	3. Usually provides only learning objectives.	4. Usually provides both learning objectives and overview of learning activities.	—
2	Engagement of students: Does the instructor engage the class using questions/ instructions?				
	1. Ignores students.	2. Seldom uses questions/instructions to engage students.	3. Uses engagement techniques only on average 1/session.	4. Frequently uses different engagement techniques in most/every session.	—
3	Clarification: Does the instructor check frequently for understanding?				
	1. Does not actively check for understanding.	2. Sometimes actively checks for understanding, but not every session.	3. Only checks for understanding at the end of a session; Inadequate time for clarification.	4. Actively checks for understanding periodically during every session. Allows adequate time.	—
4	Knowledgeable: Does the instructor demonstrate understanding of and experience in subject area?				
	1. Is not confident about subject theory & application with experience; confusing.	2. Demonstrates limited understanding of theory; does not give examples in practice; confusing.	3. Has adequate understanding of theory; can give some examples in practice.	4. Demonstrates in-depth understanding of theory and extensive application in practice.	—
5	Knowledge integration: Does the instructor integrate sessions within and across the modules?				

	1. Does not relate content to previous/future sessions, nor to other modules.	2. Rarely relates learning content to previous and future sessions within and across modules.	3. Sometimes relates learning content to previous and future sessions within and across modules.	4. Frequently relates learning content to previous and future sessions within and across modules.	—
COMMUNICATION& DYNAMICS					
6	Verbal: Does the instructor speak clearly and audibly?				
	1. Very difficult to understand. Speaks nervously, rapidly, softly.	2. Often difficult to understand. Speaks quickly and/or softly.	3. Usually understandable. Speaks clearly and audibly.	4. Always understandable. Speaks clearly and slowly.	—
7	Non-verbal: Does the instructor communicate effectively in non-verbal modalities?				
	1. Makes no eye contact (always reads off screen); lack of facial expression and gestures; no use of silence, rushed pace.	2. Makes little eye contact, usually reads from screen; few gestures and facial expressions; little use of silence, slow pace.	3. Makes adequate eye contact but favours one part of room; gestures and facial expressions support verbal; fair use of silence/pacing.	4. Good eye contact; expressive gestures and facial support verbal; good use of silence/pacing.	—

8	Attitude: Does the instructor demonstrate enthusiasm and motivate students?				
	1. No enthusiasm; inhibits students' enthusiasm	2. Little enthusiasm; does not encourage student involvement.	3. Generates interest in subject; sometimes motivates students.	4. Very enthusiastic about subject; actively engages students.	—
9	Dynamics: Does the instructor exercise appropriate control of classroom dynamics?				
	1. Authoritarian control that denies student participation in learning experience; accepts mobile calls without excusing; does not give breaks.	2. Lack of control, disruptions & interruptions common; chaotic; accepts mobile calls with excusing; often does not give breaks.	3. Fair management of group and classroom dynamics that supports an acceptable learning environment; usually gives break time in mid-session.	4. Good management of group and classroom dynamics that supports a positive learning environment; sensitive to student needs; provides breaks according to the classroom dynamic.	—

TECHNOLOGY & MEDIA					
10	Use of classroom hardware: Does the instructor use classroom technology effectively?				
	1. Does not use LCD/OH projectors, whiteboard, etc.	2. Is not competent in using LCD/OH projectors, whiteboard, often delaying classroom activities.	3. Average competency in using classroom technologies; infrequently interferes with activities.	4. Very competent using classroom technologies; can teach how to use them.	—

11	Use of teaching-learning software: Does the instructor effectively use software?				
	1. Little use of common MS Office® software (PPT, WORD, EXCEL); VDOs, websites	2. Media used are confusing; breaks several rules of good presentations	3. Media used are effective; breaks few rules of good presentations	4. Media enhanced the teaching-learning experience; added to understanding of content; attractive use of media	—
MISCELLANEOUS					
12	Availability: Is the instructor available for consultation outside of classroom sessions?				
	1. Is rarely available for face-to-face or indirect (email or phone) communication; does not keep appointments.	2. Is seldom available for face-to-face or indirect consultation; often does not keep appointments.	3. Is usually available for face-to-face or indirect consultation; usually keeps appointments; sometimes takes initiative to contact students.	4. Is always available for face-to-face or indirect consultation; always keeps appointments; frequently takes initiative to contact students and follows up.	—
13	Punctual/Committed:				
	1. Is rarely on time and often closes the session early or usually takes more than the allotted session time.	2. Is often late and frequently closes the session early or extends well beyond the allotted session time.	3. Is usually on time and uses the full session time.	4. Almost always on time or early; completes almost all sessions on time.	—
14	Additional comments and clarification of above ratings: If there is anything that you may want to say to provide useful feedback for the improvement of our programme, please write your comments/clarifications below:				

WE APPRECIATE YOUR VALUABLE FEEDBACK

PROMOTION FORM**EMPLOYEE ID No.:**

Name: _____		Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>	
Date of Birth: <input type="text"/> Year	Day <input type="text"/>	Month <input type="text"/>	Nationality: _____
Citizenship Card No.: _____		Date of issue: __/__/____ Place of issue: _____	
Full Postal Address:	House No.: _____	Thram No.: _____	Village: _____
	Gewog : _____	Thromde: _____	Dzongkhag: _____
(i) Father: _____			
(ii) Mother: _____			
(iii) Spouse: _____			

PRESENT JOB IDENTIFICATION:

1. Position Title: _____ 2. Position Level: _____
3. Pay Scale: _____ 4. Date of Last Promotion: _____

Attach a copy of specific duties and responsibilities of the position.

Agency/Dept & Division/Unit	Position Title	Position Level	Period		Place of Posting	Office Order No. & Date
			From (Date)	To (Date)		

If required, please attach a separate sheet.

Extraordinary Leave availed: Duration: From: To:	Long term training/Higher studies Availed: Duration: From: To:
No. of continuous & active years of service completed from the date of initial appointment:	No. of continuous & active years of service completed since the last promotion:

EDUCATION: Academic and Training (please start from the University last attended)

Name of School/ College/ Training University	Location and Country	Field of Study	Subjects	Duration		Degree/Diplo ma Certificate obtained
				Start Date	End Date	
a.						
b.						
c.						
d.						

Research/Publication:

Title	Date	Purpose
a.		
b.		
c.		

PERFORMANCE- Ratings for the past three years: (each out of the total factors) copies of performance evaluation reports should be attached.

Year	Outstanding	Very Good	Good	Improvement Needed

(i) PROMOTION RECOMMENDED
 1. Position Title: 2. Position Level:
 3. Pay Scale:

(ii) Is the proposed promotion against the approved post?

(iii) State whether the candidate fully matches the job requirement of the post:

Information verified by Chief/HR Officer of the OOP/Faculty

Date:

Signature

and Position Title

(Official Seal)

Name

Recommendation of the OOP/Faculty

I certify that the information furnished in this form has been verified and is found correct and that there is no adverse report against him during the past three years.

Date:

**Signature
Name and Position Title
of the recommending authority**

Recommendation/Decision of the OOP/Faculty HR Committee

Date:

**Signature
Chairperson, HR Committee**

Information verified by KGUMSB

**Name of the Chief/ HR Officer
(Official Seal)**

**Recommendation of UHRC, KGUMSB (Reference of the Committee Meeting No.....
dated**

Approved: w.e.f Date.....Month.....Year.....

Not Approved

Date:

UHRC

**Signature of the Chairperson/President,
(Official Seal)**

PROMOTION SUMMARY FORM FOR.....
FACULTY/UNIVERSITY:

Sl. No.	Name	EID No.	Date of Appt.	Qualifications	Date of Last Promotion	Before Promotion		On Promotion		Active No. of yrs completed	PE Ratings for the last 3 yrs		Remarks
						PT	PL	PT	PL				
1													
2													
3													
4													
5													

Note:

1. Service calculated as on:
2. Probation period, training period beyond 18 months on any single training and leave period exceeding 3 months are excluded from years of active service in the present position as per promotion rules and regulations.
3. Performance reports for 3 years are taken into consideration.
4. Abbreviations:- IN-Improvement Needed, S-Satisfactory, G-Good, VG-Very Good, OT-Outstanding, PT-Position Title, PL-Position Level.

HR Committee Meeting No:..... Date:.....

Prepared and verified by:

Approved by:

(Chairperson of HR Committee)

SUPPLEMENTARY MERITORIOUS PROMOTION PROPOSAL FORM

To be completed by the Immediate Supervisor:

Please complete the following format most accurately as your statements, information and assessments shall be liable for further verification.

1. Name of immediate supervisor recommending the proposal:
2. Name of official proposed for meritorious promotion:
3. Office of the President/Faculty:
4. Present Position Title:

Grade:

Describe present responsibility of the official (if required attach a separate sheet)

5. Proposed Position Title:

Grade:

Describe the proposed job very clearly (if required attach a separate sheet)

6. Describe the potentials of the official to assume the responsibility of the proposed post:
7. Besides normal duties, what are the 3 specific outstanding achievements of the official? Please complete the attached form.

8. **Achievements/Impacts**

(Impacts may be described in terms of efficiency, economy or other improvements in government operations). If required, please attach an extra sheet.

Sl. No.	Achievement Category	List Achievements	Describe Achievement	List Impact of the Achievements	Describe the Impact
1	Special act or Service in the public interests	1			
		2			
		3			
2	Suggestions	1			
		2			
		3			
3	Inventions	1			
		2			
		3			
4	Other accomplishment	1			
		1			
		2			

CHAPTER 6
LEAVE

CHAPTER 6

LEAVE

6.1. Policy

Leave shall be granted to an employee to:

- 6.1.1. Enable him to be away from duty for genuine reasons without having to leave the job permanently; and
- 6.1.2. Facilitate periodic rejuvenation.

6.2. Category of Leave

6.2.1. Casual Leave

An employee of the University shall be:

- 6.2.1.1. granted casual leave for a short period on account of illness or urgent personal affairs and employee on Casual Leave shall be considered on duty for all purposes;
- 6.2.1.2. admissible for a maximum of ten working days of casual leave during a financial year;
- 6.2.1.3. allowed to avail casual leave by prefixing, sandwiching and suffixing Government holidays including weekly off-days viz. Saturdays and Sundays shall also be prefixed and suffixed days;
- 6.2.1.4. granted casual leave even for half-a-day;
- 6.2.1.5. granted casual leave by the immediate supervisor of the applicant as per the form provided in **Annexure 6/1**;
- 6.2.1.6. allowed to avail casual leave while on tour with the approval of the competent authority, but Daily Allowance shall not be admissible for the days of Casual Leave;
- 6.2.1.7. allowed to avail casual leave proportionately calculated on a monthly basis on initial appointment;
- 6.2.1.8. having casual leave account maintained in the respective faculties or in the Office of the President; and

- 6.2.1.9. allowed to carry forward the unused Casual Leave to Earned Leave account and accumulate only to a maximum of 90 days and is eligible for encashment.

6.2.2. Earned Leave

- 6.2.2.1. An employee of the university shall be eligible for earned leave with gross pay at the rate of 2.5 (two and half) days for every completed month of service except during the probation period;
- 6.2.2.2. Faculty members of the University shall take their earned leave during the lean period;
- 6.2.2.3. Prefixing or suffixing of the government holidays (Saturdays and Sundays) within the period of the earned leave sanctioned to an employee shall not be counted as earned leave;
- 6.2.2.4. The Earned Leave of an employee shall be granted by the Dean/Registrar/Directors of the respective Faculties/ Departments. The Earned Leave for the Registrar, Director and Dean shall be approved by the President. The powers to grant leave may be delegated to authorities under them as found necessary;
- 6.2.2.5. Approve a maximum of 90 days Earned Leave; and
- 6.2.2.6. An employee shall accumulate earned leave to a maximum period of 90 days.
- 6.2.2.7. An employee shall not accrue earned leave during the period of training exceeding one month.

6.2.3. Bereavement Leave

The University shall grant Bereavement Leave of 21 days on each occasion of death of an immediate family member (parents, spouse, spouse's parents, siblings and children).

6.2.4. Maternity Leave

- 6.2.4.1. Maternity leave shall be granted to an employee with full remuneration for a total period of six months from the date of delivery, for all births including twins, caesarean and premature births and during miscarriage for a maximum period of one month on production of a medical certificate;
- 6.2.4.2. In case of demise of child during birth or within three months from birth, the mother shall be eligible for three

months of maternity leave including 21 days of bereavement leave, whichever is more. However, in case of demise of child after three months from birth, the mother shall be eligible only for twenty-one days of bereavement leave.

- 6.2.4.3. Maternity leave can be combined with any other forms of leave.
- 6.2.4.4. All government holidays including weekends during the maternity leave shall be a part of the maternity leave.
- 6.2.4.5. Maternity leave shall be granted by the respective controlling officer on production of medical certificate.
- 6.2.4.6. To facilitate baby feeding. Mothers with babies up to 24 months may be allowed to extend lunch time from 12 noon to 2 pm. In case of the faculty staff and clinical employees, the management shall ensure that services are not affected;
- 6.2.4.7. University shall facilitate and make appropriate arrangements for a feeding mother, where normal working time is not followed.
- 6.2.4.8. Maternity leave as per **Clause 6.2.4.1** shall be granted for a legally adopted new born baby until the baby is 6 months old.
- 6.2.4.9. Maternity leave shall be counted as part of active service for all HR actions including for the purpose of calculating earned leave, LTC, promotion, training and retirement benefits.
- 6.2.4.10. University employee availing the maternity leave shall be eligible for full pay and allowances except for professional allowance as per **Clause 8.10.14** from the date the maternity leave commences.
- 6.2.4.11. An employee who become parents during the period of study leave or EOL shall not be eligible for maternity leave. However, on re-joining service after study or EOL, they will be eligible for balance maternity leave if their child has not attend six months.

6.2.5. Paternity Leave

- 6.2.5.1. An employee shall be granted paternity leave of 10 working days irrespective of the nature of birth and for a legally adopted new born baby until the baby is six months old.
- 6.2.5.2. In case of demise of mother during delivery or within six months from the birth of child, the father shall be eligible for six months or the remaining months of the maternity leave as extraordinary paternity leave until the child is six months old.
- 6.2.5.3. Paternity leave shall be prefixed or suffixed to public holidays and shall be combined with other forms of leave.

6.2.6. Medical Leave

- 6.2.6.1. The university shall grant Medical Leave, which may be further delegated, to an employee certified as incapable of performing duties due to illness or injury on production of a medical certificate issued by a medical authority in Bhutan:

Duration	Granting Authority
Up to one (1) month	A Medical Doctor.
Exceeding six (6) months	Medical Board of Doctors appointed by the Ministry of Health.

- 6.2.6.2. An employee who has been granted Medical Leave shall be entitled to gross pay. In the event the Medical Leave exceeds 1 month, allowances attached to professional practice if any, shall cease to be paid for the subsequent period as per **Clause 8.10.14**.
- 6.2.6.3. An employee who has been granted Medical Leave for more than 3 months, on re-joining the duties, an employee shall produce a medical certificate of fitness to perform the duties.
- 6.2.6.4. An employee shall be granted Medical Leave for a maximum period of 1 month to escort a direct dependent of the employee concerned. UHRC may grant extension based on the medical report.
- 6.2.6.5. An employee shall be entitled to a maximum of 3 years of medical leave after which he shall retire under ERS with post-service benefit.

- 6.2.6.6. Medical leave exceeding one month shall be approved by the respective HRC and for less than one month it shall be approved by President/Registrar/Directors/Deans.
- 6.2.6.7. Medical Leave to escort shall be sanctioned only by the UHRC upon submission of medical report.
- 6.2.7. Study Leave
- 6.2.7.1. The University shall:
- i.* Grant leave to an employee to pursue long-term training courses with pay and benefits, if a course is directly relevant to the candidate's current job and meets the eligibility and selection criteria.
 - ii.* Grant leave to an employee to pursue study/training conducted by a recognized University and shall require the recommendation of the faculties/departments concerned.
 - iii.* Grant study leave to an employee after serving the probation period of 1 year.
 - iv.* Grant leave to an employee a maximum of 48 months or pre-determined course period of study leave with pay in his entire service period as per **Clause 4.5.16.2**. An employee may avail study leave without pay if long term training requires more than the entitled 48 months.
 - v.* Consider the period of 24 months study leave as part of active service for the purpose of promotion and retirement benefits except for In-country study leave which will be considered as active service for the whole duration of study leave.
 - vi.* Ensure for submission of documentary evidence on his/her return from Study Leave to show the completion of the study/training.
- 6.2.7.2. Study Leave exceeding 48 months may be approved based on the relevance and needs as justified by the department/faculty concerned.
- 6.2.7.3. When the long-term training is not directly relevant to the candidate's current job, study leave without pay and benefit may be granted but his position in the Service shall not be protected.

- 6.2.7.4. Study Leave shall be granted to an employee for the actual duration of the approved training and journey period.
 - 6.2.7.5. An employee applying for study leave shall produce evidence to the effect that he has secured admission to the training.
 - 6.2.7.6. The time spent in-country/office while doing a mixed-mode long-term training shall be considered as part of active service for all purpose provided the time spent at the Institute is not more than as specified under **Clause 6.2.7.1(iv)**.
 - 6.2.7.7. The UHRC shall be the competent authority for granting long-term Study leave based on the recommendation of the OP/Faculty HRC.
- 6.2.8. Extraordinary Leave (EOL)
- 6.2.8.1. The University:
 - a. Shall grant EOL up to a maximum period of twenty-four months in total during entire service period of the employee.
 - b. Shall grant EOL to fresh employees for three months or more, only after rendering a minimum active service of five years including probation period.
 - c. Shall grant EOL to an employee while serving the obligations laid down under the training rules. However, he shall serve the remaining obligation after re-joining from the EOL.
 - d. May grant EOL for purposes of pursuing studies, when the study leave is not permissible.
 - e. May grant EOL for the family problems, when the attention of the official concerned is genuinely required.
 - f. May grant EOL for career break/sabbatical.
 - g. Shall not grant remuneration or other benefits of the post held during EOL.
 - h. Shall not protect the position of an employee while availing EOL beyond six months.

- i. An employee recruited from civil service and other government agencies shall have completed the continuous service at the university for 3 years to avail the EOL.
- 6.2.8.2. Government holidays may be prefixed or suffixed to EOL, but holidays intervening the leave shall be counted as leave.
- 6.2.8.3. An employee shall not be eligible for EOL during the probation period or if he is serving an administrative penalty.
- 6.2.8.4. Promotion processed prior to availing EOL, if granted, shall be effected only on re-joining the service.
- 6.2.8.5. An employee shall be allowed to retain the university accommodation on full payment of the house rent in advance, when the EOL period is one year or less; and
- 6.2.8.6. The University shall exclude a total period of EOL availed by an employee during the entire period of his/her service while calculating the number of completed years of service rendered as on the last day of his/her service for the purpose of gratuity claims.
- 6.2.8.7. The Approving Authority for Extra Ordinary Leave is as given below:

Period of Leave	Sanctioning Authority
Extraordinary Leave up to six months (less than 180 days).	HRC
Extraordinary Leave more than six months (181 days and above).	UHRC

- 6.2.8.8. The employee shall sign the Undertaking form as per **Annexure 6/2.**

6.3. General Rule

- 6.3.1. An employee shall not claim any type of leave as a matter of right;
- 6.3.2. The Supervisor shall plan the leave for his subordinate in consultation with concerned In-charge, at the beginning of the fiscal year;
- 6.3.3. An employee shall avail leave only after a written order is passed to that effect;
- 6.3.4. An employee shall not remain absent from duty or leave station without taking prior permission from the immediate supervisor;
- 6.3.5. An employee shall be on duty at any time in a day even if he is on leave and can be called on duty by the appropriate authority at any time of a day according to exigencies of service;
- 6.3.6. An employee shall not be approved leave beyond the date of retirement;
- 6.3.7. The University shall recover or adjust dues from the salary or claims of the employee, if he/she is to be terminated from the service due to failure to resume duty on expiry of leave sanctioned;
- 6.3.8. The University shall maintain leave account records, except that of casual leave of employee in the formats given in the service record;
- 6.3.9. An employee shall furnish specific reasons in the application along with a completed letter of undertaking, stating the reasons mentioned in the applications are true;
- 6.3.10. An employee shall vacate the University accommodation if any leave exceeds one year at a time;

6.4. Leave Travel Concession (LTC)

An employee shall:

- 6.4.1. Be paid an amount equal to 1-month basic pay as LTC once in a financial year but not exceeding the maximum ceiling as approved by GC/RGOB.
- 6.4.2. Be eligible for the LTC during the LTT, if he is on study leave with pay and benefit; and
- 6.4.3. Not be eligible for the LTC during probation period and EOL. In the event an employee completes the probation period or EOL in the course of a financial year, he shall be entitled to the LTC only for the following financial year.

6.5. Encashment of Leave

- 6.5.1. An employee shall be permitted to encash his earned leave after filling the Leave Encashment form prescribed in **Annexure 6/3**, provided he has at least 30 days of earned leave at credit;
- 6.5.2. The amount payable on encashment of 30 days earned leave shall be equal to the employee's one month's basic pay as on the date of encashment;
- 6.5.3. Thirty days earned leave encashed shall be debited to the earned leave account on the date of such encashment;
- 6.5.4. Only one encashment of earned leave is allowed during a financial year;
- 6.5.5. Notwithstanding **Clause 6.5.4**, an employee leaving the service for any reason shall be permitted to encash the entire earned leave at credit;
- 6.5.6. An employee shall be entitled to leave encashment during the study leave provided he has adequate leave balance prior to his departure.
- 6.5.7. GS employees are entitled to leave encashment on completion of the first year of service.

6.6. Revocation of the Leave Granted

The grant of leave shall be determined by the exigencies of the service and the authority competent to grant leave shall have the discretionary power to refuse the leave or revoke the leave already granted (except medical leave).

6.7. Unauthorized Absence

- 6.7.1. The unauthorized absence of an employee shall not be regularized through grant of leave, even if leave is available at credit.
- 6.7.2. If the competent authority is convinced that the employee has remained absent under unavoidable circumstances and deserves regularization, leave may be granted as per the entitlement of the individual employee.

6.8. Accountability

- 6.8.1. Leave availed in contravention to this rule shall be considered illegal and the employee concerned shall be liable for administrative action.
- 6.8.2. HRC and concerned authority should exercise their powers reasonably while granting leaves so as not to hamper the University works.
- 6.8.3. ADM/HRO should maintain leave records up to date and properly.

LEAVE REQUEST AND APPLICATION

To :

Date:

I would be grateful if the following leave may be granted.

Particulars	Select to Avail	Duration		No of days	Purpose
		Start Date	End Date		
Casual Leave					
Earned Leave					
Maternity Leave					Attach Evidence
Medical Leave					Attach Evidence
Paternity Leave					Attach Evidence
Bereavement Leave					
Extraordinary Leave					
Study Leave					Attach Evidence

During my leave of absencewill be responsible to carry out my Duties My contact number during the leave is.....

Name, Signature and Designation of applicant

Personal records have been checked and the applicant hasdays Casual Leave /Earned Leave /Maternity Leave /Paternity Leave balance as of

Date: Checked by HRO/ADMO

Date: Approved by Manager/Supervisor

Approved by: OOP/Faculty/ University HR Committee meeting No..... dated.....for EOL.

Signature of the HRO/ADMO

UNDERTAKING FOR EXTRAORDINARY LEAVE

I,, a regular staff bearing EID No....., serving as in, hereby accept to avail EOL for a period of months with effect from

I hereby do confirm that I have been briefed on all rules governing my EOL and I have understood the following:

1. I will not be paid for the EoL period
2. My position will not be protected while availing EoL beyond six months
3. I shall be eligible for long-term training after serving a minimum period equal to the actual duration of EOL, and short-term training after serving minimum period of six months, both counted from the date of joining duty.
4. The financial penalty of Last Basic Pay times the number of months of EOL availed shall be levied if I fail to abide by this undertaking.

In particular, I understand that if I fail to abide by any one of the above stated conditions, I shall be liable for legal action by the University/Government.

Place: (Affix Legal Stamp)
Name& Office address:

Date:
Witness
Name:

Present Address:

CID No.:

Permanent Address:

Caution: This is an important legal document and therefore, should be executed after clearly understanding all the responsibilities, liabilities and implications.

EARNED LEAVE ENCASHMENT FORM

- 1. Name of the Employee:**
- 2. Designation:**
- 3. Office to which attached:**
- 4. Date of initial appointment:**
- 5. Date of last leave and nature and period of leave:**
- 6. Particulars of pay and allowances draw at the time of application of leave:**
- 7. Amount of LTC advance applied for:**

Applicant's signature:

Verified that he/she has..... EL at credit as on..... and has not encashed for the financial year.....

Sign

ADM/HRO

Approved/Not approved

Sign

Sanctioning Authority

CHAPTER 7

TRAVEL

CHAPTER 7

TRAVEL

7.1. Policy

7.1.1. To facilitate an employee to travel if required by the job; and

7.1.2. To compensate an employee for travel expenses.

7.2. Procedure

7.2.1. An employee shall;

7.2.1.1. Undertake travel only after obtaining approval from a competent authority;

7.2.1.2. Plan and submit the tour programs specifying the duration and purpose while seeking approval;

7.2.1.3. Obtain ex-post facto sanction for making changes in the programme immediately on her/his return to the duty station should an employee be unable to follow the approved tour programme due to unavoidable reasons or be required to change it in the interest of the University, s/he. However, s/he shall communicate to the authority and seek approval in principle;

7.2.1.4. Carry with her/him proper identification documents or a letter of authorization from the competent authority while on travel;

7.2.2. Travel shall be arranged by the administration concerned in conformity to guidelines issued by the University; and

7.2.3. All ex-country travel shall require the approval of the UHRC.

7.3. Authority

The University shall, depending on the purpose of the travel, have the authority to approve travel of an employee as per **Annexure 7/1**. The authority concerned shall exercise reasonable prudence in approving the travel programme.

7.4. Entitlement

- 7.4.1. An employee travelling to a location farther than ten (10) kilometres from the duty station shall be eligible for Daily Allowance provided her/his absence from the duty station exceeds eight (8) hours. The official distance shall be as per stipulation of the Government.
- 7.4.2. The travel allowance and mode of travel will be based on the most economical route.
- 7.4.3. The day of duty shall be calculated from the time of commencement of the journey from the place of posting and the days shall be calculated on the basis of twenty-four (24) hours of absence from the duty station;
- 7.4.4. Half Daily Allowance shall be paid if the absence from the duty station is more than eight (8) hours but less than twelve (12) hours and full Daily Allowance shall be paid if the absence is twelve (12) hours or more;
- 7.4.5. Full Daily Allowance shall be paid only for the first thirty (30) days of continuous halt on duty at one particular place. After thirty (30) days, only 50% of the Daily Allowance shall be paid for a maximum period of five subsequent months. For continuous stay beyond 6 months, no Daily Allowance shall be admissible;
- 7.4.6. In the event an employee is required to leave the location of temporary duty prior to completion of the assigned work and return to the same station to continue the same work within a period of six months from the date of commencement of the tour, the duty shall be considered as continuous and the 50% Daily Allowance shall be admissible for the remaining period;
- 7.4.7. In the event an employee is required to leave the location of temporary duty prior to completion of the assigned work, he shall be entitled to claim full travel benefits for the journey undertaken outside the jurisdiction of the temporary posting;
- 7.4.8. An employee required to halt in transit for 8 hours or more for the next flight while on travel outside the country shall be paid Daily Subsistence Allowance;
- 7.4.9. Daily Subsistence Allowance shall be paid for the actual period of halts required for processing visa and it shall be paid at the Government rates;
- 7.4.10. The payment of Daily Subsistence Allowance for enforced halts shall be limited to two days for a round trip while on official travel besides halts in transit, irrespective of the source of funding;

- 7.4.11. Daily Subsistence Allowance or related expense shall not be paid by the University during a training period when the DSA and other expenses are paid by the donors;
- 7.4.12. Notwithstanding the section above, an employee shall be reimbursed the visa fee and airport tax on production of original receipts/documents; and
- 7.4.13. An employee on official travel shall claim her/his Travel Allowance as per the Form given at **Annexure 7/2**.

7.5. Rate of Daily Allowance

- 7.5.1. An employee while on official tour within or outside Bhutan shall be admissible for Daily Allowance at the rates prescribed by the Government; and
- 7.5.2. An employee proceeding on medical treatment or as an escort shall be paid Daily Allowance only at the rates prescribed in the medical treatment rules of the Ministry of Health. However, medical personnel, or any other employee deputed by the University as an escort, shall be entitled to the normal Daily Allowance.

7.6. Mode and Class of Transport

- 7.6.1. Only the President shall be entitled to travel by business class while travelling to third countries;
- 7.6.2. An employee required to undertake official travel shall be entitled to travel by the most direct and economic route, including domestic air services.
- 7.6.3. An employee shall be entitled to claim mileage at the rates prescribed by the government.
- 7.6.4. An employee in Executive/Specialist and Professional/ Management categories shall be permitted to claim mileage for 4 wheelers/bus fare.
- 7.6.5. An employee in Supervisory/Support category shall be eligible to claim mileage for two wheelers/bus fare;
- 7.6.6. An employee in operational category and general service category shall be eligible to claim only bus fare.
- 7.6.7. Mileage shall be claimed based on the actual distance covered by an employee.
- 7.6.8. An employee travelling outside the country shall be entitled to claim the mileage for to-and-fro journey as follows:

- 7.6.8.1. From the place of work to the airport to drop the employee and return to the work place; and
- 7.6.8.2. From the work place to the airport to pick up the employee and return to the work place.
- 7.6.9. An employee shall be eligible to claim mileage as per their position level without having to produce vehicle registration book.
- 7.6.10. When the travel expenses are borne by an external Agency, the mode and class of travel shall be determined by the Agency concerned. The University shall have no objection to availing a mode/class higher than that is entitled to in such cases and no special approval shall be necessary;
- 7.6.11. While on tour in areas where there is no road communication or where vehicles do not ply, an employee shall be entitled to hire charges of ponies/mules or porter charges as per the following scales:

Position Level	Riding Pony with Syce	Porter
1 – 3	1	3
4 – 8	1	2
9 – 19	1	1

- 7.6.12. Once the tour/training/treatment is approved, no separate approval shall be required for travel by the entitled mode/class;
- 7.6.13. The President shall approve travel by a class/mode, other than the one entitled, under special circumstances.

7.7. Submission of Tour Report

It is mandatory for every employee to submit report within a week after her/his return.

7.8. Control and Monitoring of Follow-up Actions

The controlling authority shall ensure that the purpose of the travel is genuine, and that the employee has been able to achieve the intended purpose. The Authority shall also ensure that appropriate remedial and follow-up actions are taken on time.

7.9. Accountability

- 7.9.1. Travel undertaken not in conformity to the provisions of this rule shall be regarded as illegal and hence the expenses incurred shall be recovered from the employee concerned.
- 7.9.2. An employee who undertakes such travel and the approving authority shall be accountable and liable for disciplinary actions;
- 7.9.3. The supervisor of the employee shall ensure that the travel and claims are of genuine and in consonant with these rules; and
- 7.9.4. The finance officer verifying the claims ensure that the claims are in accordance with the rules and the required documents are submitted in complete.

Travel Authorization Form

Name of employee:

Designation:

Position Level:

Date:

Number

From		To		Model of Travel	Halt At	Purpose
Station	Date	Station	Date			

Estimated Traveling Expenses : Nu.
Advanced required : Nu.

Tr. Advance outstanding Nu.
Since (date)

Not approved.
Advance of Nu.
Sanctioned/Recommended.

(Signature of Employee)

Date

(Signature & seal, Head of Finance)

Date

(Signature & seal of Controlling Officer)

Date

Travel Allowance Bill

Name of employee:

Position Level:

No. & Date:

Designation:

Number:

No. of fares:

Departure			Arrival			Daily Allowance	Mileage		Potter/Pony	Actual Expenses	Total	Purpose of Journey
Date	Time	Station	Date	Time	Station							

Advance Taken

Amount claimed for payment/refunded

Certified that the travel was performed by me for official purposes and the claims are genuine.

Date & Signature of employee

Certified that the travel was authorized by me for official purposes and the claims are appear genuine and reasonable.

Signature, Date & Seal of the Controlling Officer

CHAPTER 8

**PAY STRUCTURE,
ALLOWANCES & BENEFITS,
AND HONORARIUMS**

CHAPTER 8

PAY STRUCTURE, ALLOWANCES & BENEFITS, AND HONORARIUMS

8.1. Policy

- 8.1.1. To pay adequate remuneration and benefits to the University Employees;
- 8.1.2. To ensure judicious administration of compensation within the University founded on the principle of equal pay for equal value of work;
- 8.1.3. To maintain a competitive remuneration structure;
- 8.1.4. To attract, motivate and retain the best and the brightest employees;

8.2. Strategies

- 8.2.1. Recommend to the Governing Council appropriate pay and incentive scheme which can motivate people to join the University.
- 8.2.2. Create conditions that will promote meritocracy, excellence and hard work.
- 8.2.3. Give appropriate allowances and benefits that are equated to work output.
- 8.2.4. Rationalize salaries and benefits such that while increases are proportional to the increase in responsibilities as people move up the hierarchy.
- 8.2.5. Maintain the compression ratio between the highest and lowest salary below 10 times as per existing norms of the Government for the civil service and corporate bodies.
- 8.2.6. Take into account the economy of the KGUMSB's fiscal situation. The guiding principle is that KGUMSB shall generate a good source of income (student fees, service charges and consultancy fees) in addition to the grant from the government to meet the expenses.
- 8.2.7. Recognize the prioritized groups whose skills/services are most important.
- 8.2.8. Ensure adequate post service benefits by continuing with the NPPF.

8.2.9. Be mindful of the legal and procedural conditions laid down in the Constitution with regard to revision of allowances and benefits for public servants.

8.3. Pay and Allowances

8.3.1. The pay, allowances, benefits and other emoluments of the employees shall be decided by Royal Government of Bhutan as per the Constitution.

8.3.2. The President, who shall be appointed by the Royal Government, shall receive salary, allowances, benefits and other privileges at the level of Cabinet Secretary and the Registrar equivalent to Commission Secretary (at par with EX1 position level in the civil service).

8.4. Pay Scale

The University shall specify the pay scale as per **Annexure 8/1(A)** referring to an appropriate post, and subject to revision from time to time in accordance with the Royal Government pay policies.

8.5. Pay Revision

8.5.1. The Pay Scale and other benefits shall be revised by the Governing Council of the University in close consultation with Royal Government of Bhutan from time to time.

8.6. Pay Fixation

8.6.1. The basic pay of an employee on initial appointment shall be fixed at the minimum of the pay scale of the position level of appointment.

8.6.2. On Promotion

8.6.2.1. On promotion to a higher level, the pay of an employee in the higher pay scale shall be fixed at the minimum of the pay scale prescribed for the higher position.

8.6.2.2. Where the minimum of the pay scale of the higher level is less than the pay actually drawn by the employee in the lower scale or when the difference between them is less than the amount of one annual increment in the higher scale, an amount equal to one annual increment in the higher scale shall be added to the pay drawn by the employee and the pay shall be fixed at the amount so obtained provided in the pay

scale. If there is no stage, it shall be fixed at the next higher stage in the pay scale.

8.6.2.3. When an employee is promoted with effect from a date on which the annual performance increment is to be granted, the annual performance increment in the lower Level shall be released first and the pay shall then be re-fixed in the pay scale of the higher level.

8.6.3. On Demotion

The pay of the employee on demotion shall be fixed at the minimum of the pay scale for the position he is demoted to.

8.6.4. On return from Secondment

8.6.4.1. An employee, on return from secondment, shall be placed in the same Position Level and pay scale held by the official immediately before the secondment. The pay in the respective Position Level/pay scale shall be fixed after taking into account the increment that would have been sanctioned to him during the period of secondment.

8.6.4.2. However, when the employee is promoted during the period of secondment, the pay of the official shall be re-fixed in the pay scale first in accordance with **Clause 8.6.4.1.** above as on the date of promotion. The pay and benefits drawn by the official in the organization to which he is seconded shall have no bearing in re-fixing the pay on return.

8.6.4.3. The above two clauses will remain valid unless otherwise, defined in the terms of condition prior to his secondment.

8.6.5. On return from EOL

8.6.5.1. An employee shall not be entitled to increment during EOL. The pay fixation on return shall be based on the pay scale held by the official immediately before the EOL.

8.6.6. If any employee is already drawing higher pay than the minimum of the pay scale, then his pay shall be protected and aligned in the pay scale of the new position.

8.7. Annual Increment

- 8.7.1. Annual Increment, in the respective pay scale, shall be given to all employees based on their performance.
- 8.7.2. The Registrar/Dean of faculties shall sanction the annual increments for their respective employees.
- 8.7.3. A non-performing employee with Improvement Needed rating shall receive no increment.
- 8.7.4. Date of annual Increment
 - 8.7.4.1. An employee shall receive increment on 1st January or 1st July upon serving a minimum of 12 months.
 - 8.7.4.2. An employee who is demoted shall receive increment on 1st January or 1st July upon serving a minimum of 12 months in that position.
 - 8.7.4.3. Annual increment beyond the maximum ceiling of the pay scale of that position level may be granted to the deserving employee by the UHRC if the employee does not have any adverse record during the last 3 years.
 - 8.7.4.4. In the event of separation increment shall be released and considered for the purpose of gratuity and other benefits if he/she has completed more than 6 months after the previous increments.

8.8. Personal Pay

Personal pay is an additional pay granted to an employee over and above the maximum ceiling of the pay scale for his current position level which may arise due to any of the following reasons;

- 8.8.1. Pay revision;
- 8.8.2. Stagnation in one position level;
- 8.8.3. Reduction of basic pay for reasons other than disciplinary measures; and
- 8.8.4. Granting of annual increment beyond the maximum ceiling of the pay scale.

8.9. Benefits

8.9.1. The University shall formulate policies to:

8.9.1.1. Provide benefit plans and facilitate employee and their eligible family members in the event of illness, injury or death;

8.9.1.2. Help employee to achieve financial security for their retirement.

8.9.2. Duty Free and Vehicle Quota

An employee in Position Level 6 shall be entitled to duty free shop facilities and import of foreign vehicle as may be decided by the Royal Government.

8.9.3. Conveyance

The President/Registrar/Head of the Faculty and Directors shall be provided a vehicle for official conveyance as may be decided by the Royal Government.

8.9.4. Passport

The Ministry of Foreign Affairs shall issue official and diplomatic passport as per the entitlement of the individuals.

8.9.5. Government Accommodation

The University shall provide free accommodation to the President, Registrar, Dean and the Hostel Provost. In the event the accommodation is not available house rent allowance as per **Annexure 8/1(B)** shall be paid in lieu thereof. The university shall also provide accommodation to essential employee mandated to stay within the campus as per the availability based on the criteria set by the Governing Council of the University. This category of employee shall be paid house rents as per **Annexure 8/1(B)**.

8.10. Allowances and Consultancy

8.10.1. Professional Allowances

8.10.1.1. Teaching Allowance (TA)

All academic staff shall be entitled to teaching allowances as given in **Annexure 8/1(D)**.

8.10.2. University Allowance (UA)

University Allowance shall be given as a special incentive to all the employees to attract highly academic oriented and skilled Professionals. The rate of UA as per **Annexure 8/1(B)** calculated on the basic pay shall be determined by the Governing Council in close consultation with the Royal Government.

8.10.3. Other Administrative Allowances

The Deputy Registrar and Deputy Deans shall be paid a monthly administrative allowance calculated at the rate prescribed under **Annexure 8/1(E)**.

8.10.4. Phone Voucher Allowance (PV)

The University shall provide phone voucher allowance as admissible to the officials at the rate prescribed under **Annexure 8/1(E)**.

8.10.5. Uniform Allowance

The University shall pay Uniform Allowance as per **Annexure 8/1(B)** to an employee required to wear a uniform by reason of his profession as determined by KGUMSB, if it is not provided in kind.

8.10.6. PhD/Doctorate Allowance

8.10.6.1. One-time double increment shall be provided to employees upon successful completion of their PhDs as incentives;

8.10.6.2. It shall be given to any employee after the completion of PhD/Doctorate with effect from the date he/she joins the work station and upon production of documentary evidences unless his/her PhD awards happen at a later date than the date of joining;

8.10.6.3. If employees join his/her work station on or before the fifteenth day of the month, the incentive will be given from the 1st day of the month; and

8.10.6.4. If employees join his/her work station after the 15th day of the month, the incentive will be given with effect from the 1st day of the following month.

8.10.7. Publication Allowance

8.10.7.1. The employee of the University shall be paid publication allowance as per **Annexure 8/1(G)**. The publication shall be endorsed by relevant/competent authority.

8.10.7.2. Eligibility

- i.* For Books and Chapters: Only teaching staff.
- ii.* For Article: Only Primary/Principal Author. Only applicable for original and review articles in Peer Reviewed Journal (Exclude case reports and series)

8.10.8. Contract Allowance

8.10.8.1. The University shall engage foreign teaching faculty and pay allowances as mentioned in **Clause 3.16.5**.

8.10.8.2. The employees recruited under contract or fixed-term contract allowance basis (including President, Registrar and Deans) shall be paid a monthly contract allowance at the rate of 30% calculated on the basic pay **Annexure 8/1(B)**.

8.10.9. Overtime Payment Allowance

An Overtime Payment shall be provided employees in position level 12 and below, where they are required by the supervisor to work beyond the normal working hours, weekends and government holidays, as per the prevailing RGoB rate.

8.10.10. House Rent Allowance (HRA)

8.10.10.1. House rent allowance shall be paid to an employee at the rates approved by the Royal Government.

8.10.10.2. An employee on LTT shall be paid full HRA for the first 12 months and 50% thereafter.

8.10.11. Daily Allowance (DA) and Daily Subsistence Allowance (DSA)

The daily allowance for in-country and DSA for in-country training and travel outside, shall be paid to an employee at the rates approved by the Royal Government.

8.10.12. Non-Admissibility of Allowance(s)

8.10.12.1. An employee shall not be admissible to draw the professional allowances while availing;

- a. Study leave/training exceeding 1 month;
- b. Earned leave exceeding 1 month;
- c. Maternity leave;
- d. Medical/Medical Leave to Escort exceeding 1 month; and
- e. Extra ordinary leave.

8.10.12.2. Administrative Allowances shall not be paid while on any kind of leave exceeding one month.

8.10.13. Consultancy

8.10.13.1. The University shall encourage the employee to take up consultancy services, direct projects, research and development projects, technology transfers and expert clinical services, and register patents.

8.10.13.2. The University shall develop business plans that would govern the consultancy modalities and remunerations.

8.11. Compulsory Deductions

The University shall deduct:

8.11.1. Income tax (employee's yearly income calculated with reference to subsistence allowance is taxable) as per the Ministry of Finance.

8.11.2. Other utility charges, i.e. water, sewerage, electricity, gas, cable TV and other as prescribed by the University.

8.11.3. Repayment of loans, advances and any other outstanding as applicable.

8.11.4. Subscription to GIS, Life Insurance as and where appropriate.

8.12. Professional Fees for Visiting Faculty, University Faculty, Experts and Guest lecturer

The University shall invite relevant faculty from renowned/recognized institutions/organizations as and when required for teaching or consultation. Such faculties shall be invited both from within and outside the country. The payment for such faculties shall be made as follows:

- 8.12.1. A core faculty designated by the University shall be paid 20% of their basic salary of the parent organization as a teaching allowance. This allowance shall be subject to change as per the financial rules and regulation.
- 8.12.2. An adjunct faculty designated by the University shall be paid 10% of their basic salary of the parent organization as a teaching allowance. This allowance shall be subject to change as per the financial rules and regulation.
- 8.12.3. Visiting National Faculty and Guest Lecturer: The visiting Faculty shall be paid actual travelling allowance or mileage and DSA as per the prevailing rate of Royal Government during the period of travel from his duty station to the University. The University shall pay honorarium as per **Annexure 8/1(F)**. However, any training extending more than 15 days the fees and Honorariums shall be decided by the UHRC.
- 8.12.4. Visiting International Faculty: The University shall provide air fare round trip, free furnished accommodation, special visa (non-tourist visa). They shall be paid honorarium as per **Annexure 8/1(F)**, applicable for only RGoB and non-project budget. This applicable only for onsite lecturers and visiting the Country.
- 8.12.5. Honorariums for Resource Persons for workshops and training organized by University: The University Faculty staff or experts or guest lecturers from agencies outside the University attending training or workshop (outside regular classroom and hospital teaching) of less than 15 days as resource person shall be paid actual travelling allowance or mileage and DSA as per the prevailing rate of Royal Government during the period of travel from his duty station to the training venue, if outside Thimphu. They shall be paid an honorarium as per **Annexure 8/1(F)**. However, any training extending more than 15 days the fees and Honorariums shall be decided by the UHRC.

8.13. Revocation and Accountability

The remuneration and benefits of an employee fixed contrary to the provisions in this rule shall be regarded as irregular and hence liable to be revoked by the Governing Council of the University. The authority responsible for such lapses shall be held accountable and liable for administrative actions.

8.14. Financial Power

- 8.14.1. The President shall delegate financial power to Registrar, Director, Deans and other senior employee, through written orders, which shall clearly specify the following aspects in order to enhance efficiency and expedite decision making:
 - a. Nature of power delegated;
 - b. Position of the sub-ordinate to whom delegated; and
 - c. Ceiling in Ngultrum.
- 8.14.2. The President shall be the Approving Authority in respect of all requests for supplementary budget appropriations or budget re-appropriations within the University for amounts not exceeding Nu. 3.0 million per occasion.
- 8.14.3. The Registrar shall be the Approving Authority in respect of all requests for supplementary budget appropriations or budget re-appropriations within the same program for any amount up to Nu. 1.5 million. The whole or any part of it may be delegated to the Deans.
- 8.14.4. The Deans of Faculties shall be a disbursing unit for personal emoluments and execution of works as per the approved work plan.
- 8.14.5. The financial powers shall be classified as per ***Annexure 8/2***.

A. Pay Scale

Position Category	Position Level	Minimum	Increment	Maximum
President	At par with Cabinet Secretary	75,160	1505	82,685
Executives	1	54,575	1090	70,925
	2	45,785	915	59,510
	3	38,700	775	50,325
Managerial and Professional Category	4	30,990	620	40,290
	5	27,370	545	35,545
	6	23,995	480	31,195
	7	21,370	425	27,745
Supervisory and Support Category	8	17,495	350	22,745
	9	16,365	325	21,240
	10	14,830	295	19,255
	11	13,550	270	17,600
	12	12,025	240	15,625
Operational Category	13	11,125	225	14,500
	14	10,725	215	13,950
	15	10,075	200	13,075
	16	9,155	185	11,930
General Service Category	17	8,505	170	11,055
	18	8,080	160	10,480
	19	7,695	155	10,020

(Pay Scale shall be subject to revision by the Royal Government)

B. Allowances for Executive and Management Cadre

Position Category	Position Level	University Allowance	House Rent Allowance	Contract/ Fixed term allowance	Uniform Allowance (per month)
President	At par with Cabinet Secretary	15 %	15,030 or Rent-free accommodation	30%	Nu. 3,000/- if required to wear by profession and is not provided in kind.
Registrar	1	15%	10,915	30%	
Dean	1	15%	10,915	30%	
Other Executives	1	15 %	10,915	NA	
	2	15 %	9,155	NA	
	3	15 %	7,740	NA	
Managerial and Professional Category	4	15 %	6,200	NA	
	5	15 %	5,475	NA	
	6	15 %	4,800	NA	
	7	15 %	4,275	NA	
	8	15 %	3,500	NA	
Supervisory and Support Category	9	15 %	3,275	NA	
	10	15 %	2,965	NA	
	11	15 %	2,710	NA	
	12	15 %	2,405	NA	
	13	15 %	2,225	NA	
Operational Category	14	15 %	2,145	NA	
	15	15 %	2,015	NA	
	16	15 %	1,830	NA	
	17	15 %	1,700	NA	
General Service Category	18	15 %	1,615	NA	
	19	15 %	1,540	NA	

C. Allowances for Academic Cadre

Position Title	Position Level	University Allowance	House Rent Allowance
Professor	1	15 %	10,915
Associate Professor	2	15 %	9,155
Assistant Professor	3	15 %	7,740
Senior Lecturer	4	15 %	6,200
Lecturer	5	15 %	5,475
Associate Lecturer	6	15 %	4,800
Assistant Lecturer	7	15 %	4,275

D. Professional Allowances

i. Teaching Allowance

Position Level	No. of Years in Service		
	(0-5) Years	(6-10) Years	(Above 10) Years
1	5,460	8,185	10,915
2	4,580	6,870	9,155
3	3,870	5,805	7,740
4	3,100	4,650	6,200
5	2,735	4,105	5,475
6	2,400	3,600	4,800
7	2,135	3,205	4,275
8	1,750	2,625	3,500
9	1,635	2,455	3,275
10	1,485	2,225	2,965
11	1,355	2,035	2,710
12	1,205	1,805	2,405
13	1,115	1,670	2,225

E. Other Administrative Allowances

Position Title	Administrative Allowance (per month)	Phone Voucher (per month)	Remarks
President	NA	Nu. 1000	As prescribed and subject to revision by RGOB
Registrar	NA	Nu. 500	
Dean	NA	Nu. 500	
Director	NA	Nu. 500	
Deputy Registrar	Nu. 5,000		Additional responsibility for oversight and administration of respective Department/section/unit
Deputy Dean	Nu. 5,000		

F. Honorariums

i. For Boards and Committees

Board/ Committee	Minimum Annual Frequency	Honorarium		Remarks
		Non-KGUMSB Employee (per sitting)	KGUMSB Employee (per sitting)	
Governing Council	2	Nu. 5,000	Nu. 2,500	To inculcate a sense of accountability and ownership for the tasks/assignment
Advisory Board	1	Nu. 6,000	Nu. 3,000	
Academic Board	2	Nu. 2,500	Nu. 1,500	

Governing Council and **Advisory Board** of KGUMSB have representations from both within and outside Bhutan and from outside the KGUMSB set up. Therefore, the proposed honorariums constitute an important mechanism for incentivization for ensuring accountability and ownership of the members for their decisions and actions related thereof.

ii. Other Honorariums

Description	Allowances	Remarks
National Visiting and Guest Lecturers	Nu. 1,000 per hour	Up to 15 days only
International Visiting Faculty	Nu. 2,000 per hour	Onsite Lecturers only
Resource Person	Nu. 1,000 per hour	Up to 15 days only

G. Publication Allowance

- i. Academic Text Books : Nu. 10,000
- ii. Academic Text Chapters : Nu. 5,000
- iii. Articles in the Journals : Nu. 2,000

(The allowances and honorariums shall be subject to revision by the Royal Government)

ANNEXURE 8/2

O = Ordinary powers, E.O. = Extra-Ordinary powers, and F.P. = Full powers

Sl. No.	Power delegated	Nature of Power	President	Registrar	Dean/ Director	Remarks
1	Personnel & other personnel emoluments					
	a. Payment of emoluments	O	F.P	F.P	F.P	
	b. Payments of emoluments before the last working day of the month	O	F.P	F.P	F.P	
	c. Sanction of cash handling allowance	O	F.P	F.P	F.P	Nu. 1000 per month
	d. Encashment of leave	O	F.P	F.P	F.P	
	e. Sanction of arrears emoluments	O	F.P	F.P	F.P	
	f. Payment of salary advance	O	F.P	F.P	F.P	
2	Sanction of honorarium	E.O				
3	Medical benefits					
	Travel & medical expense					
	i. Within Bhutan	O	F.P	F.P	F.P	
	ii. Within India	E.O	As per the clearance of Medical Referral Committee.			
4	Travel					
	a. Official tours		F.P	F.P	F.P	
	i. Within Bhutan & India	O	F.P	F.P	F.P	
	ii. Other countries	E.O	F.P	Nil	Nil	
	b. Seminars/conferences					
	i. Within Bhutan & India	O	F.P	F.P	F.P	
	ii. Others countries	E.O	F.P	F.P	F.P	
	c. Leave travel claims	O	F.P	F.P	F.P	
d. Transfer benefits (TG/Transport)	O	F.P	F.P	F.P		
e. Travel by ineligible modes	E.O	F.P	F.P	F.P		
5	Utilities	O	F.P	F.P	F.P	
6	Rental of properties					
	a. Hiring of building for Official purposes	E.O	F.P	F.P	F.P	
	b. Hiring machinery/equipment	O	F.P	F.P	F.P	
7	Supplies & materials	O	F.P	F.P	F.P	
8	Maintenance of property					
	a. Insurance	O	F.P	F.P	F.P	
Sl. No.	Power delegated	Nature of Power	President	Registrar	Dean/ Director	Remarks

	b. Repairs	O	F.P	F.P	F.P	
9	Maintenance of vehicles					
	a. POL for official vehicles	O	F.P	F.P	F.P	
	b. Repairs of vehicles/equipment	O	F.P	F.P	F.P	
	i. Within Bhutan	O	F.P	F.P	F.P	
	ii. Outside Bhutan	O	F.P	F.P	F.P	
	c. Purchase of spare parts	O	F.P	F.P	F.P	
10	Operating expenses	O	F.P	F.P	F.P	
11	Hospitality/entertainment					
	a. Entertainment of official guests including gifts	E.O	Up to Nu. 0.16 m per annum	Up to Nu. 0.08 m per annum	Up to Nu. 0.08 m per annum	
12	Write-off					
	a. Write off of losses					
	i. Due to natural calamity	E.O	Up to 1.0 Million	Up to 0.5 Million	Up to 0.5 Million	Per incidence
	ii. Due to theft/		Up to 0.2 Million	Up to 0.1 Million	Up to 0.1 Million	Per incidence
	iii. In transit, handling and storage	E.O	Up to 0.2 Million	Up to 0.1 Million	Up to 0.1 Million	Per incidence
	b. Unserviceable and obsolete stores	E.O	F. P	Nil	Nil	
	b. Irrecoverable advances	E.O	Up to 0.1 million	Nil	Nil	Per incidence
13	Retirement benefits					
	a. Sanction of post service benefits	O	F.P	F.P	F.P	
	b. Recovery of dues from retirement benefits	O	F.P	F.P	F.P	
14	Purchases					
	a. Land & building (within Bhutan)	E.O	Nil	Nil	Nil	
	b. Tools/plants/equipment	O	F.P	F.P	F.P	
	c. Vehicles	O	F.P	F.P	F.P	
	d. Furniture/ Office equipment	O	F.P	F.P	F.P	
15	Leases					
	a. Private land	E.O	Nil	Nil	Nil	
	b. Govt. Land and property	E.O	Nil	Nil	Nil	
16	Advances/loan					
	a. Advances for approval purposes	O	F.P	F.P	F.P	

Sl. No.	Power delegated	Nature of Power	President	Registrar	Dean/ Director	Remarks
17	Constructions					
	a. Administrative approval and financial sanction	O	F.P	F.P	F.P	
	b. Award of work	O	F.P	F.P	F.P	
18	Hiring of vehicle	O	F.P	F.P	F.P	
19	Time barred claims/adjustment	O	2 years	1 year	1 year	
20	Re-appropriation					
	a. From one object code to another object code in same activity	E.O	F.P	F.P	F.P	Permitted from current to Capital expenditure and not vice versa
	b. From one activity to another activity in the same program/sub-program	E.O	F.P	F.P	F.P	
	c. From one sub-program to another sub-program in the same program	E.O	F.P	F.P	F.P	
	d. From one program to another program	E.O	Up to 3 million	N.A	N.A	

CHAPTER 9
SEPARATION FROM EMPLOYMENT

CHAPTER 9

SEPARATION FROM EMPLOYMENT

9.1. Policy

- 9.1.1 To ensure retirement of employees of the University with full grace, respect and mutual appreciation upon reaching superannuation age;
- 9.1.2 To promote dignity and financial security to employee during his post separations period so that he/she is content while in service enabling him to contribute his best; and
- 9.1.3 To ensure appropriate separation schemes.

9.2. Strategy

The University shall adopt the following strategies:

9.2.1. Superannuation

The employee shall retire from service on attaining the following superannuation age:

Position	Age of Superannuation	Remarks
President	65 years	60 years or below at the time of appointment
Faculty Members	65 years	May extend 5 more years
Registrar/Executives	60 years	
Professionals and Management Category	60 years	
Supervisory and Operational Category	58 years	
General Service	56 years	

- 9.2.2. The Faculty shall be responsible for issuing superannuation orders for employee of position level 4 and below upon attaining superannuation age, without seeking the approval of the University.

- 9.2.3. The date of birth recorded in the service record at the time of the initial appointment of employee shall be the basis for deciding the date of retirement.
- 9.2.4. Except otherwise specifically provided by the rule, the actual retirement on superannuation shall be effective on the first day of the month following the actual date of retirement. The gratuity and other post-retirement benefits shall be computed on the effective day of retirement.
- 9.2.5. No employee under Administrative & Technical category shall be retained on regular or contract service beyond the age of superannuation.
- 9.2.6. Academics shall be retained on contract service after the superannuation based on the need of the University.
- 9.2.7. The Faculty concerned shall issue the Office Order of superannuation for personnel as per the delegation of authority to accept resignation.

9.3. Resignation

- 9.3.1. The power to accept voluntary resignation submitted by employee shall vest with the following authorities respectively, based on the Position Category of the University;

Grade/ Position	Authority
President	Governing Council/ RGoB
Executives, Registrar, Faculty members, professionals and management category	UHRC
Supervisory, Operational Category and General Service	FHRC

- 9.3.2. The employee, subject to other rules, on his own may seek voluntary resignation from service after giving notice of at least three months in advance for academic employee/Executives/President and at least one month in advance for Administrative and Technical employee.
- 9.3.3. The employee who fails to give the prescribed period of notice of resignation shall be liable to pay an amount equal to the basic pay for the prescribed period of notice.
- 9.3.4. The employee shall resign from service prior to standing as a candidate for election to the Parliament and local Governments or to any elective bodies.

- 9.3.5. The authority that recommends and accepts the resignation shall ensure that the resigning employee has complied with the conditions of service laid down in the training, secondment and other rules.
- 9.3.6. The employee shall submit resignation to the HRC Chairperson.
- 9.3.7. In the interest of the university, HR Committee may withhold a voluntary resignation up to a maximum period of six months in case of academic employee and three months in case of non-academic employee from the notified date.
- 9.3.8. The employee who dies while on duty shall receive full retirement benefits.
- 9.3.9. The employee who suffers from illness while on duty and is unable to perform regular duties for 3 years & more shall retire from the service with full retirement benefits.

9.4. Retirement Benefit

9.4.1. Gratuity

9.4.1.1. Eligibility

- i.* An employee who is separated from service shall be entitled to receive gratuity after completion of 5 years of service including the probation period, except, those on contract, fixed term and death cases while in service.
- ii.* An employee terminated from service shall not be eligible for gratuity.

9.4.1.2. Amount

The amount of Gratuity payable under this Rule shall be computed based on the last basic pay drawn times the number of completed years of service.

However, service of six months and above shall be considered as a complete year for the purpose of calculating gratuity.

9.4.1.3. Ceiling

The ceiling on quantum of Gratuity shall be revised by the University from time to time as per the regulations of the Government.

9.4.1.4. Conditions

Gratuity shall be paid to employee by the Faculty only upon production of an Audit and Tax Clearance Certificates and upon confirming that the retiree has no outstanding advances or loans from financial institution to which the Faculty was the guarantor.

9.4.1.5. Recovery

- i.* The amount due from an employee, if any, at the time of retirement or demise and not recoverable otherwise, shall be recovered from the Gratuity payable to the incumbent, his nominees or other legal heir to whom such payments may be released.
- ii.* In case of demise of an employee, the recovery or penalty against the service obligation shall be treated null and void.
- iii.* Any outstanding in terms of training obligation as defined in **Clause 4.5.22** of CoS shall be recovered from the candidate's gratuity and other retirement benefits payable to him.

9.4.1.6. Authority

Gratuity shall be sanctioned to an employee by a competent authority to which such powers are delegated in the financial manual after completing the required formalities and the sanction shall be accorded in the prescribed form.

9.4.2. Pension

An employee of the university shall be enrolled with National Pension and Provident Fund (NPPF).

- 9.4.2.1. An employee who has served a minimum of 10 years in the service and made 120 monthly contributions to the pension account or retires from service on attaining employee retirement age, shall be entitled to monthly pension benefits.
- 9.4.2.2. If an employee is terminated, he shall not be eligible for the pension benefits but entitled to refund of his contributions made to the pension account.

9.4.3. Provident Fund

9.4.3.1. An employee who has served for a minimum of one year and retired from service, shall be entitled to the provident fund benefits, both the employee and employer contributions together with returns thereon credited to pension account as per the National Pension and Provident Fund Rules and Regulations.

9.4.3.2. An employee whose services are terminated shall be entitled only to his contribution together with returns credited thereon to provident fund account.

9.4.4. Monthly Pension and Provident Fund

9.4.4.1. The amount of monthly pension benefits and the Provident Fund payable to retired employees under the National Pension and the Provident Fund benefits shall be subject to the provisions in the National Pension and Provident Fund Rules and Regulations.

9.4.4.2. Conditions

A copy of the order relieving an employee on separation from the University shall be endorsed to the National Pension and Provident Fund, which shall form the basis for the National Pension and Provident Fund to sanction the pension and provident fund benefits.

9.4.4.3. Recovery

The amount accumulated to a member under the National Pension and Provident Fund shall not be liable to attachments, garnishments, levy or seizure, except to pay any dues of the member payable to the National Pension and Provident Fund or to the employer.

9.4.4.4. Authority

Pension and Provident Fund Benefits shall be sanctioned to a retired employee by the National Pension and Provident Fund in accordance with the National Pension and Provident Fund Rules and Regulations.

9.4.5. Verification of Service

The services of an employee claiming the gratuity, the pension and provident fund benefits under this Rule shall be verified with respect to the service book of the employee and certified in the prescribed respective form by the Registrar.

9.4.6. Travel Allowance

An employee who leaves the service for any reason, other than termination, shall be entitled to Travel Allowance of an amount equal to one month's last basic pay of the employee.

9.4.7. Transfer Grant

An employee who leaves service for a reason other than termination shall be entitled to the transfer grant of one-month basic pay.

9.4.8. Transport Charge of Personal Effects

An employee, who leaves service for a reason other than termination, shall be entitled to receive transport of personal effects as per the rules in force subject to **Section 7.6**.

9.4.9. Group Insurance Scheme

An employee who leaves service shall be entitled to the benefit of Employees Group Insurance Scheme.

9.4.10. Benefits Payable to the Family

9.4.10.1. If an employee expires while in service including probation period, his family/legal nominee shall be entitled to all retirement benefits.

9.4.10.2. If an employee is required to resign due to illness or disability incurred while in service, he/his family/legal nominee shall be entitled to all retirement benefits.

9.4.11. Personal Pay

The personal pay, if any as per **Section 8.8** shall be clubbed with the basic pay for calculation of retirement benefits.

9.5. Incidence of Payment

Gratuity and other retirement benefits shall be paid to the retired employee.

9.5.1. Gratuity and other terminal benefits shall be claimed by an employee from the Faculty from which he received his last pay.

9.5.2. In the event the annual increment is due for an employee on the day following the date of retirement, the annual increment shall be released and it shall be considered for the purpose of calculating all retirement benefits.

- 9.5.3. Gratuity and other benefits shall also be payable to the nominee(s) of employee who expires while in Service.
- 9.5.4. Gratuity and other benefits payable to an employee who expires without filing the nomination shall be disbursed in accordance with the law of the country.
- 9.5.5. Travel allowance, transfer grant and transport charges of personal effects shall be payable to an employee only upon fulfilment of service obligation under **Section 3.11** unless specified otherwise.
- 9.5.6. A retired employee or his survivor or nominee shall not be paid gratuity and other benefits if he:
 - 9.5.6.1. Is under indictment or has charges outstanding against him referred under the rules of the Government for offences related to official functions;
 - 9.5.6.2. Willfully remains outside the Kingdom of Bhutan with the knowledge of the indictment or charges, as the case may be; or
 - 9.5.6.3. Fails to appear, testify, or produce a book, paper, record, or other document, relating to the service as an employee, before a Government-appointed authority or a Court of Law concerning the past or present relationship with a foreign Government/Agencies or a matter involving or relating to an interference with or endangerment of, or involving or relating to a plan or attempt to interfere with or endanger the national security or sovereignty of the Kingdom of Bhutan.

9.6. Nomination

- 9.6.1. An employee shall submit to the Faculty concerned a nomination in the prescribed Form conferring on one or more persons the right to receive the retirement benefits that may be due to him in the event of his demise.
- 9.6.2. An employee, who desires to nominate more than one person under **Clause 9.7.1** above, shall specify the amount payable to each of the nominees.
- 9.6.3. An employee may, at any time, cancel a nomination and submit a fresh one in its place.
- 9.6.4. An employee may state in a nomination that in the event of the pre-decease of the nominee, the right conferred upon the nominee shall

automatically change to another person or persons, as may be specified in the nomination.

- 9.6.5. An employee not having a family at the time of nomination shall file a fresh nomination on acquiring a family and if one fails to comply with this requirement, the benefits shall be paid to the nominees nominated earlier or disbursed in accordance with the law of inheritance, as the case may be.
- 9.6.6. Every nomination made and every notice of cancellation by an employee shall, to the extent it is valid, take effect on the date on which it is received by the Faculty concerned/ University.

9.7. Formality

- 9.7.1. There shall be a proper handing/taking over of the charge before an employee is relieved on retirement, including the University property, files and records.
- 9.7.2. Faculty concerned shall take the responsibility to immediately process his post-retirement benefits upon superannuation or retirement and settle all payments within one month.
- 9.7.3. An employee with clean service record shall be relieved with appreciation and dignity.

9.8. Accountability

- 9.8.1. A separation not carried out in conformity to the provisions of this Rule shall be regarded as illegal. HR Committee shall be held accountable for such separation.
- 9.8.2. An employee who dishonours the Office Order issued by the competent authority shall be accountable and liable for disciplinary actions.

9.9. Commendation

An employee retiring after minimum of 10 years of clean service record shall be awarded an “Certificate of Appreciation” in appreciation of his/her service by the President of the University (**Annexure 9/1 and Annexure 9/2**). The certificate shall be honoured in a formal traditional manner.

Certificate of Appreciation

*On behalf of the Royal Government of Bhutan, the
Khesar Gyalpo University of Medical Sciences of Bhutan
awards this
certificate of appreciation to
....., designation
in recognition and gratitude of his/her significant
contribution made
during..... years of dedicated service
to the Tsa-Wa-Sum.*

President

Khesar Gyalpo University of Medical Sciences of Bhutan

Certificate of Appreciation

*On behalf of the Royal Government of Bhutan, the
(Faculty Name)*

Awards this certificate of appreciation to

....., designation

*in recognition and gratitude of his significant contribution
made*

*during..... years of dedicated service
to the Tsa-Wa- Sum.*

Head of the Agency
(Agency Name)

Date:

CHAPTER 10

**CONDUCT RULES, DISCIPLINARY
PROCEEDING AND APPEAL**

CHAPTER 10

CONDUCT RULES, DISCIPLINARY PROCEEDING AND APPEAL

10.1. Policy

A good discipline is essential for the good conduct of the University's affairs and for the safety and well-being of its employee, students and patients. The establishment of disciplinary proceeding is intended to facilitate fairness and consistency in the treatment of individuals in case of misconduct. When disciplinary action is imposed, the employee shall have the right to a hearing. It shall be the responsibility of the hearing body to review and consider carefully all evidence properly presented to it and to render its findings and recommendations to the concerned authority for appropriate action. Both the hearing body and the competent authority shall perform their obligations as herein described in such a manner as to protect both the rights of the employee and the interests of the University.

- 10.1.1. The University shall act upon all administrative and disciplinary issues and grievances concerning an employee or when being approached by individual employee as per the provisions of this Rule, except criminal proceedings, which shall be under the jurisdiction of Courts.
- 10.1.2. Completion of a criminal trial or civil suit against an employee in a Court of Law shall not preclude the Disciplinary Committee from exercising jurisdiction under this Rule.
- 10.1.3. The types of conduct:
 - a. Devotion to Duty
 - b. Misconduct
 - i. Moral Turpitude
 - ii. Sexual Harassment
 - iii. Employment of Near Relatives in the University
 - iv. Demonstration and Strikes
 - v. Criticism of the Government
 - vi. Gifts
 - c. Private Trade or Employment
 - d. Lease
 - e. Restriction regarding Marriage

10.2. Conduct Rules

10.2.1. The University have the right to impose certain basic restrictions on the conduct of its employee. The relation of 'Master' and 'Servant' between the University and the University employee are based on different footings. Conduct Rules can be defined as a set of administrative instructions issued from time to time by the University to regulate the actions and conduct of its employees.

10.2.2. The University employees shall, at all times:

- a. Maintain absolute integrity
- b. Devotion to duty, and
- c. Do nothing which is unbecoming of a University employee.

10.3. Misconduct

The University shall imply the relation of master and servant, if the servant does not perform his/her duties faithfully, the master can straightway dismiss him. He/she has got every right to 'hire' and 'fire'. Services of University employee can only be dispensed with if he/she commits a criminal offence or commits any act which is prohibited by the conduct of codes of etiquette, ethics, conducts, and the rights as mentioned under Part I of condition of services. It is desired that no teaching faculty, clinicians, and employee who possess questionable integrity should be posted in a place which involves a lot of discretion.

10.4. Administrative Discipline

10.4.1. The administrative discipline shall:

- i. Promote good practice and behaviour in accordance with Code of Conduct and Ethics, Rules & Regulations of the University and Laws of the Country.
- ii. Protect against intimidation and/or legal action resulting from discharge of official duties in accordance with the rules and procedures.
- iii. Create a conducive work environment to enable employee to properly perform his duties and responsibilities.
- iv. Ensure an authority vested with the power to enforce discipline and lawfully exercise such power against an erring employee.
- v. Provide speedy and just process in the conduct of disciplinary actions against an erring employee so that discipline within service is promoted.

- vi. Promote high morale and create confidence among employee by ensuring justice, fairness and equity in protecting the innocent and punishing the guilty.
- vii. Not be falsely accused, which would unjustly injure his/her reputation or cause unjustified and unreasonable worries.

10.5. Jurisdiction and Power

10.5.1. The University shall:

- 10.5.1.1. enforce all rules, regulations and laws governing the discipline of employee.
- 10.5.1.2. summon witnesses and/or parties concerned with administrative complaints, issue **subpoena** and **subpoena duces tecum**, and take testimony in an investigation or delegate such power to a proper committee or the University.
- 10.5.1.3. take administrative action for contempt of a witness or the party concerned failing to comply with a summons, **subpoena duces tecum**, duly issued according to the subpoena or procedures herein prescribed, and with the same penalties provided in the law.
- 10.5.1.4. enforce decisions on disciplinary actions against employee involving felony.
- 10.5.1.5. establish disciplinary authority with authorities and responsibilities as mentioned under the *clause 10.6* in this chapter.

10.5.2. The President or Registrar or an immediate superior shall initiate disciplinary action against an erring employee.

10.5.3. The Governing Council in accordance with directions of the Royal Government shall impose both minor and major penalty on the President.

10.6. Disciplinary Authority

The Disciplinary Authority shall:

- 10.6.1. adhere to rules, regulations and laws of the country for all investigation and adjudication of administrative charges or complaints against employee.
- 10.6.2. form appropriate committees for investigation, review, appeal, etc.
- 10.6.3. designate, from within the University, a responsible and competent employee as an investigator or constitute an investigation committee to conduct formal investigation of an administrative case against an employee under his/her jurisdiction and submit investigation reports.
- 10.6.4. act upon all administrative and disciplinary issues and grievances concerning employee or when being approached by individual employee as per the provisions of this rule and proceedings.
- 10.6.5. disqualify members from sitting on a case where circumstances exist to affect his/her impartiality.
- 10.6.6. not allow any person related to or prejudicial against a respondent employee as a member of disciplinary authority or the investigating committee or as an appellate authority.

10.7. Liability

10.7.1 An Employee of the University shall be held responsible and liable:

- 10.7.1.1 for expenditure of University funds, use of University properties, or any decision or action thereon in violation of rules & regulations and laws.
 - 10.7.1.2 for University vehicles, machineries or any other forms of property for the value thereof in case of improper or unauthorized use or misapplication by him/her or any person for whose acts he/she may be responsible.
 - 10.7.1.3 to make good of all loss, damage, or deterioration of properties caused by negligence or misuse.
 - 10.7.1.4 for losses resulting from unlawful deposit, use, or application thereof and for losses attributable to negligence in keeping of the funds.
- 10.7.2 Shall not be relieved from liability by reason of his/her having acted under the direction of a superior if he fails to notify the superior in writing on the illegality of such an act. The superior directing any

illegal action shall be primarily responsible for any loss incurred thereby, while the accountable employee who fails to serve the required notice shall be secondarily responsible.

- 10.7.3 Employee shall not have any personal or pecuniary interest in any contract or transaction of the University. The individual shall be held primarily responsible for any violation of this rule, unless it is evident beyond reasonable doubt that:

10.7.3.1 it was for the best interest and exigencies of the service

10.7.3.2 it was due to ***force majeure*** or fortuitous event; or

10.7.3.3 it was inevitable to prevent further losses and to ensure continuity of University operation.

10.8. Grounds for Disciplinary Action

- 10.8.1. Offenses related to violation of Code of Conduct and Ethics include:

10.8.1.1. disgraceful and immoral conduct, in particular, misuse of his/her position for taking undue personal advantage on subordinates or colleagues;

10.8.1.2. misconduct, ***inter-alia***, repeated lack of ***Driglam Namzhag***, habitual absence from duties, violation of dress code, discourtesy in the course of official duties, habitual drunkenness; physical or mental incapacity due to immoral or vicious habits or conviction of a crime involving moral turpitude; and

10.8.1.3. engagement in private trade and business activities in violation of the private trade rules and regulations.

- 10.8.2. Harassment at Workplace

All employees and students, shall have right to be treated with equal regard, dignity, concern and decency.

An employee shall:

10.8.2.1. refute any action that may cause harassment or discrimination against student(s) or employee on the basis of race, colour, religion, sex, age, nationality or ethnic origin, political ideological beliefs, marital status, physically or mentally challenged condition, sexual orientation, or social and family background.

10.8.2.2. refrain from creating a hostile, intimidating, abusive, offensive, or oppressive environment.

- 10.8.2.3. not make malicious or false statements about a colleague, a trainee or the University.
- 10.8.2.4. prevent coercive or deceptive means to influence professional judgments of colleagues.
- 10.8.2.5. not use his/her position to gain or force any kinds of harassments like sexual interests or bullying.

10.8.3. Offenses related to Performance of Official Duties

- 10.8.3.1. Neglect of duty, *inter-alia*, non-compliance with or non-enforcement/non-implementation of lawful and proper orders, directives, appropriate recommendations, sanctions, etc. without justifiable reasons; non-compliance of standard procedure for surgeries, ICU or any other diagnosis and medical procedures;
- 10.8.3.2. Abuse of official authority and position;
- 10.8.3.3. Refusal to perform official duty;
- 10.8.3.4. Insubordination; and/or
- 10.8.3.5. Disobedience to superior/ lawful authority.

10.8.4. Offenses related to fiscal responsibility:

- 10.8.4.1. Misuse of University funds and properties.
- 10.8.4.2. Non-remittance/non-deposit of collections.
- 10.8.4.3. Incurring of illegal and unauthorized expenditures, including unjustified, irregular, excessive, unnecessary and extravagant expenditures.
- 10.8.4.4. Malversation, embezzlement, malfeasance and misappropriation of University funds and properties.
- 10.8.4.5. Failure of employee to produce or render accounts of University funds and properties entrusted to him/her upon demand by an appropriate authority;
- 10.8.4.6. Failure on the part of employee concerned to submit records, documents and reports required by rules & regulations and laws within the prescribed period, without justifiable reason.
- 10.8.4.7. Failure of a responsible employee to render or settle accounts and make good his/her fiscal

responsibility/accountability. This shall include unlawful departure or attempt to leave country without securing a certificate from a competent authority concerning final settlement of accounts.

- 10.8.4.8. Flagrant or wilful violation of rules & regulations and laws on financial management and control; or Failure to settle liability for losses, damages, etc. as prescribed in the financial manual.
- 10.8.4.9. Refunding of the misappropriated funds or deposit of the cost of misused materials, properties or equipment shall not relieve employee from the liability of having committed the offence. Employee involved in such irregularities shall be liable for administrative and legal actions even after such refunds are made.

10.9. Filing of Administrative Charge(s)

- 10.9.1. An administrative charge against an employee may be filed by:
 - 10.9.1.1. the disciplinary authority on its own initiative; or
 - 10.9.1.2. any person other than the disciplinary authority in the form of a written complaint, supported with sufficient documentary evidence.
- 10.9.2. A complaint, including anonymous letters, not filed properly as prescribed hereinabove, shall not be entertained.

10.10. Notification to the Respondent Employee

- 10.10.1. The disciplinary authority shall:
 - 10.10.1.1. notify the respondent employee in writing of the administrative charge(s) when convincing a **prima facie** case exists and require him/her to answer charges 3 to 21 days from the receipt of the said notification.
 - 10.10.1.2. dismiss the case when the respondent employee's answer proves beyond doubt that the administrative charge(s) is/are without basis.
- 10.10.2. The respondent employee shall answer the charge(s) and support it with relevant documents and evidence. He/she shall indicate in the answer whether or not he/she opts for a formal investigation of the charge(s).

10.11. Investigation and Adjudication

- 10.11.1. The disciplinary authority shall institute a disciplinary committee to:
 - 10.11.1.1. conduct a formal investigation for establishing the truth and the validity of the respondent's answer.
 - 10.11.1.2. determine the other parties involved in the case when the respondent employee pleads not guilty of the administrative charge(s) and the plea is not corroborated.
 - 10.11.1.3. submit its report and recommendation to the disciplinary authority within thirty days from the commencement of its function.
 - 10.11.1.4. form the investigator or investigating committee.
- 10.11.2. The investigator or investigating committee shall:
 - 10.11.2.1. commence and complete investigation within thirty days from receipt of the respondent employee's answer. The period for investigation may be extended for not more than thirty days by the disciplinary committee.
 - 10.11.2.2. conduct of an investigation even if the respondent employee does not request a formal investigation or when the authority is convinced that no decision can be judiciously taken without such an investigation.
 - 10.11.2.3. adhere to the Evidence Act of the Kingdom of Bhutan shall govern evidence of the case.
 - 10.11.2.4. order testimony to be taken by deposition at any stage of a proceeding or investigation. Depositions may be taken before an individual designated by the investigator/investigating committee under the direction and shall be subscribed by the deponent. Any person connected with the case may be compelled to appear, depose and produce documentary evidence before the committee.
 - 10.11.2.5. submit to the disciplinary committee a written report on the investigation within thirty days after the completion of the investigation.

10.12. Hearing

- 10.12.1. The President shall direct the Disciplinary Committee or Tribunal to hold a hearing no sooner than ten business days and no later than twenty business days from the date the written request for a hearing is received.
- 10.12.2. The hearing before the Disciplinary Committee or Tribunal shall be limited to determining whether the facts found by the hearing body under the University By-Laws are sufficient to sustain disciplinary action by the University against the employee.
- 10.12.3. Respective competent authority shall forward a copy of written request to the Registrar upon timely receipt of written request for a hearing.
- 10.12.4. Right to Hearing

An employee is entitled to a hearing, if he/she:

- 10.12.4.1. receives notice of disciplinary action is entitled to a hearing under the procedures herein set forth.
 - 10.12.4.2. desires to present relevant evidence and witnesses on his or her behalf and to question witnesses appearing in support of the charges made.
 - 10.12.4.3. has been summarily suspended. The summary suspension shall remain in effect until a final determination is made.
 - 10.12.4.4. wishes to request a hearing in writing to the responsible authority. The request must be sent by certified mail, postmarked no later than ten business days following the employee member's receipt of a notice of summary suspension or other disciplinary action.
- 10.12.5. Proceeding to Hearing

The proceeding to hearing by the Disciplinary Committee or Tribunal shall be as follows:

- 10.12.5.1. Disciplinary Committee or Tribunal shall conduct the hearing as a peer review process. Therefore, neither the employee nor the party presenting the charges shall be entitled to representation by an attorney at the hearing unless the Disciplinary Committee or Tribunal, in its discretion, permits both sides to be represented by counsel. If employee so chooses, one member of the

employee of the University may accompany him or her at the hearing.

10.12.5.2. Disciplinary Committee or Tribunal may:

- i. Grant an extension of time for cause upon request of the employee.
- ii. Examine charges and allegations, hear testimony, question witnesses, inspect records and reports, call witnesses, and request the production of records and reports. The rules of evidence shall not apply at the hearing.
- iii. Make such additional rules, as it deems necessary to assure prompt, fair and expeditious handling of the matter.
- iv. Conduct the hearing in closed session and all testimony at the hearing under oath.
- v. Record the hearing.

10.13. Decisions

10.13.1. The Governing Council, upon recommendation of the President of the University, may remove or dismiss a respondent employee from the service without formal investigation when the employee:

10.13.1.1. habitually exhibits bad behaviour and poor performance as may be indicated in the Performance Appraisal; and

10.13.1.2. is charged with a very grave or serious offence and the guilt is proven with evidence beyond reasonable doubt.

10.13.2. When deciding whether or not to impose the penalty of dismissal, the employer should in addition to the gravity of the misconduct consider factors such as the employee's circumstances, including:

10.13.2.1. length of service,

10.13.2.2. previous disciplinary record,

10.13.2.3. personal circumstances,

10.13.2.4. the nature of the job and

10.13.2.5. the circumstances of the infringement itself.

10.13.3. A decision shall:

10.13.3.1. be rendered by the disciplinary committee within thirty (30) days from the receipt of the investigation report, if no committee on administrative cases had been constituted for the particular case. However, where a committee on administrative cases has been duly constituted for a particular case, the decision shall be

rendered within thirty (30) days from the receipt of the committee's report and recommendations.

- 10.13.3.2. furnish a copy of the decision rendered by the disciplinary authority to the President of the University and the Governing Council.
- 10.13.3.3. execute and enforced by the disciplinary authority after remedies are available to the respondent.
- 10.13.3.4. take into consideration by the disciplinary authority on the nature of the offence, circumstances leading to the commission of the offence and the past service record of the respondent before imposing a major penalty of removal from the service with retirement benefits or termination of service without post-retirement benefits.
- 10.13.3.5. apply the penalty of dismissal consistently with the way in which it has been applied to the same as in the past, and consistently as between two or more employees who participate in the misconduct under consideration.

10.14. Penalty

10.14.1. The disciplinary committee shall:

- 10.14.1.1. Recommend penalty as follows after taking into consideration the nature and seriousness of the offence, as well as the circumstances, which either mitigate or aggravate the intention of the respondent employee and the offence.

Position Category	Minor Penalty	Major Penalty
President	Governing Council	Governing Council
Executives	President	Governing Council
Academicians	Dy. Dean	Dean
Administrative /Support Employee	Unit Head	Dean/Registrar/Director

- 10.14.1.2. Impose only one penalty in each case.
- 10.14.1.3. Not impose the same penalties for similar offences under similar circumstances.
- 10.14.1.4. Impose a minor penalty consisting of one or a combination of actions such as a reprimand, fine of an amount not exceeding one month's salary, withholding

of training, withholding of one/two annual performance increments.

10.14.1.5. Issue a reprimand either verbal or written shall generally be issued for:

- i. irregular attendance;
- ii. lack of *driglam namzhag*;
- iii. unbecoming etiquettes and manners;
- iv. poor performance reflected in performance evaluation appraisal; and
- v. carelessness and/or negligence of duties.
- vi. complaints which are false or vexatious.

10.14.1.6. Impose a major penalty comprising of:

- i. withholding of annual performance increment for a period of three to five years;
- ii. reduction of salary below the existing pay level but with entitlement to normal increments on due dates;
- iii. withholding of promotion;
- iv. reversion or demotion to a lower Position Level;
- v. compulsory retirement from service with post-retirement benefits; and
- vi. dismissal or termination of service without post retirement and other benefits, except one's own contribution.

10.14.1.7. Not impose imprisonment as a penalty in an administrative case. It shall be pronounced only by a court of law. If warranted under the circumstances, the University shall file appropriate criminal charges against a respondent employee in a court of law in Bhutan.

10.15. Suspension

10.15.1. The President may place employee under suspension pending an investigation when:

10.15.1.1. the employee is charged with dishonesty, grave misconduct, neglect of duty, or abuse of official authority and power;

10.15.1.2. there are justifiable reasons and the evidence of strong guilt; and

10.15.1.3. the employee faces criminal charges in a court of law.

- 10.15.2. An employee under suspension shall:
 - 10.15.2.1. be issued with the suspension order and furnish the detailed report of the case within a period of ten (10) days from the date of suspension;
 - 10.15.2.2. receive a subsistence allowance of an amount equal to half of the pay to which he/she is entitled to immediately before being placed under suspension and maximum period of twelve months of suspension.
- 10.15.3. The University shall:
 - 10.15.3.1. decide the disciplinary case within twelve (12) months, failing which the matter shall be reported to the Governing Council.
 - 10.15.3.2. re-instate an employee in service with full salary for the entire period of suspension if found innocent and acquitted of all charges and accordingly.
 - 10.15.3.3. consider suspension as part of active service for the purpose of gratuity, annual performance increment and promotion only if the respondent employee is found innocent and acquitted accordingly.
 - 10.15.3.4. decide administrative case(s) and pay benefits to his/her family or legal nominees in the event an employee expires during suspension.

10.16. Termination

- 10.16.1. The University shall terminate employee from the service, if convicted by the court of law for a criminal offence of misdemeanour and offences related to official functions, but not limited to:
 - 10.16.1.1. neglect of professional duties;
 - 10.16.1.2. violation of professional or ethical obligations;
 - 10.16.1.3. fraud or misconduct in research or professional activities;
 - 10.16.1.4. other grave misconduct;
 - 10.16.1.5. conviction of a criminal act; and
 - 10.16.1.6. violation of campus rules and regulations.
- 10.16.2. The Human Resource Committee of the University shall ensure proper handing/taking over of the charge before an employee is relieved, including the University property, files and records.

10.16.3. An employee convicted of any petty misdemeanour may be retired from service with or without post service benefits based on the nature and gravity of the offence.

10.16.4. Employee shall be terminated from service if he/she is convicted by the court of law for an offence of:

10.16.4.1. a misdemeanour relating to his power and function or corruption; and

10.16.4.2. any felony.

10.17. Disciplinary records

University should keep records for each employee specifying the nature of any disciplinary transgressions, the actions taken by the employer and the reasons for the actions.

10.18. Grievance

The University shall:

10.18.1. deal with grievances in a systematic manner, by endeavouring to establish all the facts. This will require a thorough investigation of the issues at stake.

10.18.2. standardize the measures for conveying individual and collective grievances through the correct channels.

10.18.3. maintain records by both the parties of the proceedings at each step for their own use and for official documentation.

10.19. Appeal

The University shall form the Appellate authority to review or modify the decision(s) taken by the disciplinary committee.

10.20. Appellant

The aggrieved employee may:

10.20.1. appeal against the decision of the disciplinary authority within ten (10) days from the receipt of the decision.

10.20.2. submit appeal to the relevant appellate authority for reasons that:

- 10.20.2.1. there is evident injustice due to grave abuse of discretion;
 - 10.20.2.2. the decision is not supported by the evidence on record;
 - 10.20.2.3. evidence was not considered when imposing the penalty;
 - 10.20.2.4. newly discovered or additional evidence which materially affects the decision is presented; or
 - 10.20.2.5. there is patent error in the interpretation of rules & regulations and laws, prejudicial to the interest of the respondent employee.
- 10.20.3. Appeal against such decision to the High Court/Supreme Court, if not satisfied with decisions of the appellate authority.

10.21. Appellate Authority

- 10.21.1. The Appellate Authority may:
- 10.21.1.1. review decisions taken by the disciplinary committee is to confirm to the prescribed procedures and action taken is reasonable and lawful.
 - 10.21.1.2. adopt or modify such a decision if warranted under the circumstances. The reasons thereof and the circumstances shall be fully stated in each case.
 - 10.21.1.3. render decision on the appeal within thirty (30) days from receipt of the appeal.
- 10.21.2. The disciplinary authority shall enforce decisions of the appellate authority.
- 10.21.3. In the event the High Court or Supreme Court acquits the employee on reviewing the appeal against the decision of the appellate authority, the penalty imposed by the disciplinary authority shall stand revoked. The employee concerned shall be reinstated in the service, if specifically ordered so in the judgment of the court.

CHAPTER 11
OCCUPATIONAL HEALTH AND SAFETY

CHAPTER 11

OCCUPATIONAL HEALTH AND SAFETY

11.1. Objective

- 11.1.1. To ensure safe and healthful working environment for the staff to perform their duties;
- 11.1.2. To promote and maintain the highest degree of physical, mental and social wellbeing of staff in the University; and
- 11.1.3. To provide a basic security to the staff in order to give them a sense of care.

11.2. General Rule

- 11.2.1. The occupational health and safety rule shall apply to all staff of the University viz. regular, fixed-term and general service staff.
- 11.2.2. The University shall provide and maintain a working environment for staff that is safe and without risks to health and well-being.
- 11.2.3. The University shall provide accident compensation for all the staff.
- 11.2.4. The University shall:
 - 11.2.4.1. Identify existing and new hazards at work and assess each identified hazard to determine whether or not it is a hazard to any staff at work;
 - 11.2.4.2. Eliminate or reduce the health and safety risks of each significant hazard at the workplace;
 - 11.2.4.3. Provide such information, instruction, training orientation and supervision as is necessary to enable staff, and health and safety representatives to perform their work in a manner that is safe and without risks to health;
 - 11.2.4.4. Institute and maintain effective communication and co-operation with a health and safety representative, and staff about health and safety matters at the workplace;
 - 11.2.4.5. monitor the health and safety conditions at the workplace in collaboration with the faculties;

- 11.2.4.6. maintain information and records relating to the health and safety of staff at the workplace;
- 11.2.4.7. prepare a detailed Occupational Health and Safety Standards for specific types of work. It shall include the following:
 - 11.2.4.8. addressing the hazards and risks at the workplace;
 - 11.2.4.9. outlining the procedures and responsibilities for preventing, eliminating and minimizing the effects of those hazards and risks;
 - 11.2.4.10. identifying the emergency management plans for the workplace; and
 - 11.2.4.11. specifying how consultation, training and information are to be provided to staff at the workplace.

11.3. Compensation

- 11.3.1. The university shall provide compensation of accident based on the severity and degree of injury and damage caused by the accident as per **Annexure 11/1**
- 11.3.2. To compensate a staff if personal injury is caused to the staff by accident arising out of and in the course of the staff's employment. However, the University is not liable in respect of an injury caused by an accident which is directly attributable to:
 - 11.3.2.1. The absence of a staff from workplace due to any form of leave;
 - 11.3.2.2. The willful disobedience of a staff to an order expressly framed for the purpose of securing the safety of the staff; or
 - 11.3.2.3. The willful removal or disregard by the staff to any safety guard or other device when the staff knew to have been provided for the purpose of securing the safety of the staff.
- 11.3.3. Compensate staff in the event of the staff contracting an occupational disease, which arises out of the staff's occupation, and is peculiar to that job.

11.4. **Responsibility of the University**

- 11.4.1. The University shall ensure that, staff and students are not exposed to risks to their health or safety arising from the conduct of the undertaking of the University.
- 11.4.2. The University shall bear expenses for machineries, systems, arrangements, facilities, equipment, protective clothing and equipment, information, instruction, training or supervision provided and maintained at a workplace in relation to occupational health and safety.
- 11.4.3. The university shall provide necessary safety equipment as required by the nature of job. The safety equipment relevant to the University, including, but not limited to, are as follows:
 - 11.4.3.1. Safety Goggles
 - 11.4.3.2. Lab Apron
 - 11.4.3.3. Safety Gloves
 - 11.4.3.4. Lab Coat
 - 11.4.3.5. Safety Cans
 - 11.4.3.6. First Aid Kits
 - 11.4.3.7. Chemical Fume Hoods
 - 11.4.3.8. Safety Water Supply
 - 11.4.3.9. Fire Extinguisher and Blankets
 - 11.4.3.10. Helmets and Hats
 - 11.4.3.11. Earmuffs and Earplugs
 - 11.4.3.12. Safety Belts, Saddle Belts and Rope Saddles
 - 11.4.3.13. Flash Light/Torch
- 11.4.4. Any staff shall immediately notify the concerned Faculty/OOP of an accident or an incident that:
 - 11.4.4.1. Resulted or could have resulted in death, loss or impairment of bodily function, loss of consciousness, electrical shock, acute or chronic symptoms of exposure to any substance at the workplace, any other serious bodily injury or any injury or disease requiring medical treatment; or
 - 11.4.4.2. Caused a loss of production or working time at the workplace.
- 11.4.5. In the event of death of the staff due to accident at work, the concerned Faculty/OOP shall immediately notify the nearest police station giving details of the accident.

- 11.4.6. The Faculty/OOP shall prepare a written record of the accident or incident within 5 working days from the day the Faculty/OOP becomes aware of it.

11.5. **Responsibility of staff**

- 11.5.1. While at work, a staff shall:

11.5.1.1. Take reasonable care for the staff's own health and safety and for the health and safety of any other staff or person who may be affected by the staff's acts or omissions at the workplace; and

11.5.1.2. Shall not be under the influence of alcohol, drug or any psychotropic substance.

- 11.5.2. A staff shall not:

11.5.2.1. Willfully or recklessly interfere with or misuse anything provided in the interests of health and safety or welfare at the workplace; or

11.5.2.2. Willfully place at risk the health or safety of any person at the workplace.

- 11.5.3. A staff who contravenes Clause 5.2.1 and 5.2.2 shall be liable to pay a fine at the rate of the Daily Minimum National Wage Rate to a maximum of one year of the Daily Minimum National Wage Rate

11.6. **Right of a staff**

- 11.6.1. If a staff has reasonable justification to believe that a work situation presents an imminent and serious danger to life or health, the staff may remove themselves from that situation.

- 11.6.2. A staff taking action under Clause 6.1 shall immediately report to the Faculty/OOP of that situation.

- 11.6.3. The university shall not:

11.6.3.1. require a staff to return to a work situation where there is a continuing or imminent threat of serious harm to a staff; or

11.6.3.2. withhold pay from the staff by reason of the staff's action under Clause 5.3 provided that the staff stays at the workplace and continues to demonstrate willingness to work.

- 11.6.4. The University shall appoint a staff as health and safety representative at the workplace to:
- 11.6.4.1. act on behalf of the staff in relation to health and safety matters;
 - 11.6.4.2. raise issues which are of concern to the staff about occupational health and safety;
 - 11.6.4.3. consult with the Faculty/OOP on health and safety matters; and
 - 11.6.4.4. facilitate inspection in relation to occupational health and safety.

Compensation for Injury and Damage

1. Compensation for accident shall be provided to all staff of the University in the event of injury and damage caused by workplace accidents.
2. The compensation amount shall be fixed with Nu. 300,000 (Three Hundred Thousand only) as ceiling amount.
3. The compensation for accident shall be paid based on the severity and degree of injury and damage as indicated in table below.

Compensation for injury and damage

Particulars	Percentage payable of Capital sum
Death due to workplace accidents	• 100%
Permanent total disablement preventing from attending to employment, occupation or business of any kind whatsoever	• 100%
Loss of two limbs	• 100%
Total loss of sight of both eyes	• 100%
Loss of one leg above the ankle	• 50%
Loss of toes: <ol style="list-style-type: none"> i. All ii. Great, both phalanges iii. Great, one phalanx iv. Other than great, if more than one toe is lost, each 	<ul style="list-style-type: none"> • 20% • 5% • 2% • 1%
Loss of one eye	• 50%
Loss of hearing – both ears	• 50%
Loss of hearing – one ear	• 15%
Loss of one arm at or above wrist	• 50%
Loss of four fingers and thumb of one hand	• 42.5%
Loss of four fingers	• 35%
Loss of thumb <ol style="list-style-type: none"> i. Both phalanges ii. One phalanx 	<ul style="list-style-type: none"> • 25% • 10%
Loss of index finger <ol style="list-style-type: none"> i. Three phalanges ii. Two phalanges iii. one phalanx 	<ul style="list-style-type: none"> • 10% • 8% • 4%
Loss of middle finger <ol style="list-style-type: none"> i. Three phalanges ii. Two phalanges iii. one phalanx 	<ul style="list-style-type: none"> • 6% • 4% • 2%

Particulars	Percentage payable of Capital sum
Loss of ring finger <ul style="list-style-type: none"> i. Three phalanges ii. Two phalanges iii. one phalanx 	<ul style="list-style-type: none"> • 5% • 4% • 2%
Loss of little finger <ul style="list-style-type: none"> i. Three phalanges ii. Two phalanges iii. one phalanx 	<ul style="list-style-type: none"> • 4% • 3% • 2%
Loss of metacarpals <ul style="list-style-type: none"> i. First or second (additional) ii. Third, fourth or fifth (additional) 	<ul style="list-style-type: none"> • 3% • 2%

CHAPTER 12
MISCELLANEOUS

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MISCELLANEOUS

12.1. Emeritus Faculty

12.1.1. The University shall confer Emeritus Faculty for the purpose of recognizing the meritorious service of a faculty member upon or after retirement.

12.1.2. The granting of Emeritus status is an honorary designation which entails no assigned duties, responsibilities, use of administrative or support employee.

12.1.3. Selection

Emeritus status shall be selected, if individual:

12.1.3.1 Was a regular member of the University;

12.1.3.2 Has completed at least ten years of service at the University; and

12.1.3.3 Has contributed to the strengthening and/or advancement of the educational programs of the University and its precedent institutions.

12.1.4. The Registrar shall review the Dean's recommendation on nominees and submit recommendation to the President.

12.1.5. Privileges

Faculty granted Emeritus status shall:

12.1.5.1 Have their names listed in the University and personnel directory;

12.1.5.1. Have the library and other appropriate facilities of the academic employee;

12.1.5.2. Be given an identification card which indicates the individual's status as "Emeritus";

12.1.5.3. Be entitled to attend appropriate social, athletic and honorary functions; and

12.1.5.4. Receive appropriate University's mailings.

12.1.5.5. Receive honorariums for specific work upon approval by the University.

GLOSSARY

1. **“Academic Employee”** means a member of the teaching or research employee of the University.
2. **“Academic Year”** means 1 July to 30 June.
3. **“Act”** means the University of Medical Sciences Act of Bhutan, 2012.
4. **“Ad hoc offer”** means any bilateral or multilateral training offer, either partially or fully funded by donors.
5. **“Appellate Authority”** means administrative tribunal for appeal cases from Governing Council, Governing Council for appeal cases from the University, the University for Appeal Cases from the Faculties and Faculties for appeal cases from their respective employee/s.
6. **“Appointment”** means appointment of employee to established post under the University in accordance to this regulation and approved by Council.
7. **“Apolitical”** means not linked with political parties or engaged in any political activities.
8. **“Appraisal Period”** means time frame of one year during which an employee’s performance is either directly observed or verified for the purpose of providing a formal appraisal rating.
9. **“Autonomous Institution”** means an institution under the executive, established and mandated to function with autonomy by the Royal Charters, Royal Kashos, Executive Orders or Acts of the Parliament.
10. **“Basic Pay”** means the remuneration fixed on a time scale.
11. **“Code of Conduct”** means the code of conduct and values set out in the Condition of Services of the University.
12. **“Condition of Services” (CoS)** - means those rules and regulations prescribed by the Governing Council in accordance with KGUMSB Act 2012.
13. **“Conflict of Interest”** means a conflict between the official duties and the private interests of an employee, including not only his vested interest but also those of his family.
14. **“Contract Renewal”** means the process of revising the terms and conditions of a contract based on the merit of the contract personnel and need of his service.

15. **“Conviction”** means when an employee is found guilty of a criminal offence.
16. **“Cooling off period”** means the length of the time a politician must complete before he becomes eligible for any form of employment in the University.
17. **“Core Competencies”** means the essential abilities that are required to perform the duties of a particular position to a satisfactory performance level which may be expressed through skills, knowledge, attitude and aptitude.
18. **“Corruption”** means as defined in the Anti-Corruption Act of Bhutan.
19. **“Council”** means the Governing Council of the University.
20. **“Criminal Offence”** means an offence as defined by the penal court of Bhutan.
21. **“Daily Allowance (DA)”** means the allowance payable per day to an employee during in-country official tour/travel.
22. **“Daily Subsistence Allowance (DSA)”** means the allowance per day payable to an employee during short term training and ex country official tour or travel.
23. **“Driglam Namzhag”** means values of the Tha Damtsi, Ley Jumdrej, etiquettes and conscious persuade of harmonious living.
24. **“EIA”** means Environmental Impact Assessment.
25. **“Elementary or General Service Personnel (ESP/GSP)”** means a person employed to perform basic and manual work in Faculties on consolidated salary without being a regular employee.
26. **“Enforced Halt”** means a halt, which an employee or his family, in the course of the journey, is obliged to make at an intermediate station for a reason beyond his control.
27. **“Employee”** means a person employed by the University as regular, contract, secondment or temporary.
28. **“Employee Member”** means a permanent full-time or part-time employee member appointed to the University in terms of this Condition of Services.
29. **“Equal Pay for Work of Equal Value”** means that employees with the required qualifications and experience and performing comparable jobs

as determined through the job evaluation process, should be compensated similarly; that is, within the same salary range.

30. **“Executive”** means Head of University, Faculty the purpose of the Performance Appraisal System.
31. **“Family”** means a member consisting of a spouse and children.
32. **“Felony”** means a serious crime as defined in the Penal Code of Bhutan.
33. **“Force Majeure”** means an event or effect that can be neither anticipated nor controlled.
34. **“Full time faculty”** means those who devote their primary activities to academic pursuits, which include teaching, research, and/or the delivery of health services.
35. **“Government”** means the Royal Government of Bhutan.
36. **“Governing Council”** refers to the Governing Council of the KGUMSB.
37. **“Grievance”** means any dissatisfaction or sense of injustice, or unfairness felt by an employee member in connection with work or employment situation that is brought to the attention of the person(s) in charge of aggrieved employee member.
38. **“Gross pay”** means basic salary plus allowances.
39. **“Head”** means dean of the Faculties, the President of the University.
40. **“HR Actions”** means any action taken on an employee pertaining to recruitment, appointment, staffing, training, transfers, promotion, secondment, separation, administrative discipline, etc.
41. **“HR Audit”** means assessment of the implementation of all HR actions by the Faculties as per the provisions of the Constitution, the University Act, the Condition of Services and the other relevant rules with the view to ensure fairness and objectivity in the University.
42. **“Immediate family”** means the parents, spouse, spouse parents, siblings and children of the employee of KGUMSB.
43. **“Job Description”** means the official description of the position including such information as its title, Position Level, location, purpose, duties and responsibilities, minimum qualifications and experience and various other factors describing the position fully.
44. **“Ley Jumdey”** means the cause and effect relationships.

45. **“Major Penalty”** means the withholding of annual increments, reduction of salary, withholding of promotion/demotion, compulsory retirement or termination from the service.
46. **“Medical Education”** means formal or informal public health, nursing, medicine, and all other health related education.
47. **“Minimum Experience Requirement”** means the specific number of years of experience required in one’s current position before becoming eligible to apply for notified vacancies or movement through broad-banded positions.
48. **“Minimum Qualifications Requirement”** means the specific minimum level of qualification and training required to function effectively within a position.
49. **“Minor Penalty”** means the reprimand, fine of an amount not exceeding one month's salary or withholding of trainings/studies.
50. **“Misdemeanour”** means the same as defined in the Penal Code of Bhutan.
51. **“NGO”** means Non-Government Organization.
52. **“Oath of Allegiance and Confidentiality”** means the execution of a pledge of service and adherence to the Code of Conduct & Ethics.
53. **“Office of the President”** means the Khesar Gyalpo University of Medical Sciences of Bhutan.
54. **“Open Scholarship”** means a scholarship that has no implication to the RGoB either in terms of number or funding.
55. **“Organizational Development”** means Faculty’s efforts to regularly review its mandates and capacities, for taking the right decisions and measures to improve performance and assure delivery of high quality services to the University.
56. **“Orientation Programme”** means the familiarization of an employee in terms of the organization policies, values, mandates, work culture, plans, programmes, positions, duties & responsibilities, job descriptions, CoS, Financial Rules and other expectations of organization.
57. **“PDP”** means Professional Development Programmes.
58. **“Peer”** means the employee under similar position level.
59. **“Performance Appraisal”** means the process of documenting performance accomplishments, determining whether and how well

performance outputs were accomplished, and assigning appropriate ratings based upon the assessment.

60. **“Performance Evaluation”** means both appraisal of performance and assessment of individual capacity/potential.
61. **“PhD”** means the degree equal to Medical Doctor and Medical Specialist.
62. **“Plagiarism”** means the presentation of the works or property of another person as if it were one’s own without proper or appropriate acknowledgment or referring that person.
63. **“Position Levels”** means University positions shall be placed in specific Position Levels based on the approved job evaluation of each position and each Position Level will have a corresponding salary range.
64. **“Post graduate medical qualification”** means courses after undergraduate programs in all medical and health related fields.
65. **“Professional”** means an employee belonging to scientific & technical in nature or legal field.
66. **“Promotion”** means vertical movement in an employee’s career to fill in a higher-position vacancy with a new position title and corresponding pay.
67. **“RGoB Scholarship”** means a scholarship that is given to the RGoB in the form of slots/quota or funding/project.
68. **“Royal Government (RGoB)”** means the Legislature, the Executive and the Judiciary.
69. **“Rule”** means the Bhutan Civil Service Rules & Regulations 2010.
70. **“Scholarship”** means the funds provided by both the RGoB and donors.
71. **“Secondment”** means a transfer of professional both within and outside the civil service on a temporary basis to develop human resources capacity, in a way that does not affect the employment status in the Royal Government.
72. **“Short- term training”** means any training more than 5 working days but less than 6 months.
73. **“Secretariat”** means the Secretariat of the Khesar Gyalpo University of Medical Sciences of Bhutan”.
74. **“Skill”** means an employee’s ability to carry out the tasks, duties and responsibilities of a given position.

75. **“Society”** means has the same meaning as in the Civil Society Organization Act.
76. **“Subordinate”** means the employees who are in lower rank or position of the person concerned.
77. **“Subpoena Duces Tecum”** means a subpoena ordering the witness to appear and to bring specified documents, records or things.
78. **“Subpoena”** means a written order commanding a person to appear before a court or other tribunal, subject to a penalty for failing to comply.
79. **“Supervisor”** means an employee who is above the employee in the chain of command in the Faculty from whom the employee receives the majority of instructions regarding his work and to whom the employee directly reports.
80. **“Temporary Employee”** means employee employed for period of time under specific terms and conditions.
81. **“Termination”** means separation from the University without any post service benefits but with entitlement of his own personal contribution such as Provident Fund (PF) & Group Insurance Scheme (GIS) with interest and cost of travel home.
82. **“Tha Damtsi”** means the duties one owes to another derived from good faith, trust, confidence, candour and moral obligations.
83. **“Training Obligation”** means legal responsibilities of a candidate to contribute or serve in the same Organization or Profession, after completion of his or her training for a minimum period prescribed in the CoS, failing which he/she shall be liable to pay penalty as compensation to the University an amount specified in the CoS for loss in investment made for his or her training.
84. **“Transfer”** means a lateral movement of an employee from one place to another or from one Agency to another or from one profession to another, in the same Position Level”.
85. **“Transit Halt”** means a halt in a place/airport for less than eight hours while on official tour/training ex-country.
86. **“Travel Rate”** means the stipend rate for the first month of the scholarship spent in one location as approved by the Government.
87. **“Travelling Allowance (TA)”** means the allowance payable to a civil servant to compensate for the cost of travelling during an in-country official tour.

88. **“Tsa-Wa-Sum”** means the King, Country and People.
89. **“KGUMSB”** means the Khesar Gyalpo University of Medical Sciences of Bhutan.
90. **“University”** means the Office of the President, Faculties (FNPH, FoTM, FoPGM), Medical Education Center for Research, Innovation and Training.
91. **“Vacancy”** means an approved position that is currently vacant.
92. **“Voluntary Resignation”** means the resignation as per one's own free will and desire with post service benefits.



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