




No.SMU/HR/GC/2015- 193

01 July 2015

**PROFESSIONAL DEVELOPMENT POLICY**  
**(CLINICAL FACULTY/ CONSULTANTS)**

Policy on Professional Development (Clinical faculty/Consultants) is enclosed herewith for your perusal and information please.

  
Registrar, SMU

Copy to :-

1. Vice Chancellor, SMU
2. Dean, SMIMS
3. Director, SMIT
4. MS,CRH
5. Principal, SMCON
6. Principal I/C, SMCPT
7. Sr Finance Officer, SMU
8. Head HR,SMIMS/CRH
9. Finance Executive- SMU/SMIMS/CRH
10. HR Executive - SMIT/CRH
11. Office Copy
12. Registrar office.



**SMU**

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<b>Prepared by: Human Resource Department</b>	<b>Approving Authority</b>	<b>Version:</b>	<b>Effective Date:</b>
Debasis Sinha	Vice Chancellor SMU	1.0	

**1.0 Purpose:** The Purpose of the policy is to encourage and support the Skill Development of employees in Clinical departments of SMU (herein after referred to as Clinical Faculty), by providing them Advance Training (herein after referred to as "Short Term Advance Training") for maximum period of six month in their respective fields of Clinical Expertise and to acquiring higher Competency level which will address individual growth and Clinical Excellence in any institution in the Manipal Education System or Manipal Hospitals (herein after referred to as MESMH).

1.1 This initiative will enhance the professional growth of clinical faculties, thereby enhancing job satisfaction, employee productivity and reduce attrition.

**2.0 Scope of Professional Development Policy:**

2.1 This Policy is applicable to the Clinical Faculties of SMU who have completed six months of continuous service after the date of joining SMU (herein after referred to as the University).

2.2 The Clinical Faculty will be allowed to avail of Advance Training twice in their professional career with the University. This norms may be changed based on organizational requirements subject to approval of the Competent Authority of SMU. Second training will permitted after improvement in performance due to first training & a gap of 2yrs.

2.3 With the above conditions being satisfied, the Clinical Faculty can apply to avail of this benefit.

**3.0 Sanctioning Authority:** Forwarding Authority, as per the policy, comprises of the HOD of the Department, Medical Superintendent and Approval will be provided jointly by the Dean SMIMS and the Vice Chancellor of the University (herein after referred to as the Approving Authority).

**4.0 Process of Application:**

4.1 Upon compliance of Clause 2 of this policy, the Clinical Faculty who wish to avail of this benefit shall apply in the prescribed format (refer Annexure 1) to the HR Department through HOD along with the enclosures of photocopies of documents (MBBS, PG, MCI Registration) from the institute/university before one month of the start of the Course by the respective institution.



4.2 On receipt of the application, HR department will scrutinize the documents subject to Clause 2.1, do an authenticity check, and forward the application to the Approving Authority Dean, SMIMS within 15 days of the receipt of application.

4.3 On receipt of approval, the employee shall execute a bond to serve the organization for minimum period of one year on completion of training.

4.4 During the Course of Training, the Clinical Faculty shall be eligible to draw full salary as per his/her PMS grading during period of training. To and fro travelling expenditure flight tickets to be processed through travel desk Manipal. All other expenses will be borne by Trainee.

4.5 University will pay training allowances of Rs. 3000/- per month.

#### 5.0: Restrictive Covenants:

5.1 During the said Training period, the Clinical Faculty should not take up another job/or any employment or training and should only concentrate on the Training for acquiring professional skills.

5.2 During the said Training period, if the Clinical Faculty discontinues the Training due to any reasons, he/she should report to the HR department within seven days of discontinuance and produce the relieving certificate from the Institution of MES & MH. The cost incurred for Training. (i.e salary paid during that period plus other training cost if any) Travel shall be recovered from the respective Clinical Faculty.

5.3 The Period of the said Training will be treated as Continuity in service and will be counted for his length of service for the superannuation benefits and up gradation fitment of the concerned employee.

5.4 Upon completion of the Short Term Advanced Training, the concerned Clinical Faculty should produce the certificate of completion from the institution of MESMH which has conducted the Short Term Advance Training. The Clinical Faculty shall not claim for any additional benefits beyond that he/she is entitled to under this policy.

5.5 Any exception of this policy needs the specific approval of Vice Chancellor of the University.

Processes in case of Clinical department will be after recommendation of HOD, MS and the Vice Chancellor through Dean.

If this training leads to shortage of faculty, such individuals will be sent at the discretion of Dean, SMIMS.

Selection of candidate will be done through selection committee detailed by Dean, SMIMS.



## TRAINING AGREEMENT

This agreement (herein after referred to as the "Agreement") is made at SMU on .....between SMIMS constituent unit of SMU, a company incorporated under the SMU Act,1995 and having its principal office situated at SMU,5<sup>th</sup> Mile Tadong, Gangtok (hereinafter referred to as the SMIMS which expression shall include its successors and assigns),represented by Dean ,SMIMS the party of the First part.

AND

.....S/o .....R/O .....and having his permanent address at .....(Hereinafter referred to as the "employee, which expression shall include his/her heirs, successors, assigns, and representatives) the party of the Second Part.

WHEREAS the employee has joined SMIMS on .....In accordance with his/her letter of appointment.

AND WHEREAS the Employee is required to undergo specialized technical training in Neonatology for meeting the business requirements of SMIMS/CRH intends to impart the specialized technical training.

AND WHEREAS the employee understands the necessity of the specialized technical training for meeting business requirements to the satisfaction of SMIMS and also agrees that the training would enrich his/her experience and enhance his /her skills and knowledge. The Employee also agrees and acknowledges that the proposed training will add value to his/her career prospects.

AND WHEREAS CRH/SMIMS would incur significant expenditure in training the employee including but not limited to instructor time, computers, software costs, setting up and maintenance of special and general facilities for the training and for subsequent on the job skill enhancements.

AND WHEREAS CRH/SMIMS is agreeable to equipping the employee with the said training and is able to make all the arrangements and incur all the expenditure that would be entailed, as stated above,(hereinafter referred to as the "Training Cost".

AND WHEREAS the Employee willingly agrees to undergo the specialized technical training subject to the terms and conditions of this Agreement.

### **THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

1. That CRH/SMIMS shall arrange the aforementioned specialized training for a period of ..... or such other and further period, or such shorter period than the aforesaid period, as CRH/SMIMS may deem fit and necessary(hereinafter referred to as the "Training period").
2. This agreement shall come into effect from the date of commencement of the aforesaid training.
3. That during the Training period and two year thereafter the Employee undertakes:-
  - (a) To serve 2 yrs diligently and efficiently
  - (b) To refrain from absenting him/herself from work without reasonable cause.



(c) To keep confidential and not to disclose any information obtained during the course of the specialized training to any other person who is not specifically authorized by CRH/SMIMS at the time of disclosure to receive such information.

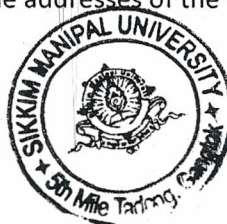
4. That as regard any other matter not covered herein, the appointment letter read with the relevant SMU policies, if any, shall prevail.
5. If the Employee leaves SMIMS/CRH voluntarily, either during the training period or within 2yr, thereafter, the Employee will repay total expenditure the expenses incurred by SMIMS/CRH towards imparting training to the Employee("Training Expenses"),computed in the following manner.
- 6.

TIME OF RESIGNATION	TRAINING EXPENSES TO BE REIMBURSED+ CTC
During the Training	Amount spent until date of resignation
Within < 6 months of the end of training	100%
After > 6 M- < 1yr but within two years of end of training	50% More than 1 yr less than 1.5 yr 25%. Rest 25% till 2 <sup>nd</sup> yr to be paid

7. That, this Agreement shall not be modified orally and may be modified only in writing signed by both parties.
8. If any clause of this Agreement or any part thereof is held or unenforceable for any reason by any court of competent jurisdiction, the continuation in full force and effect of the remainder of them shall not be prejudices.
9. That this Agreement shall be terminated and shall have no effect in the circumstances as below:
  - (i) Death of the Employee before expiry of one year after the completion of training  
OR
  - (ii) Notice of waiver by competent authority- Medical Superintendent, Dean, SMIMS/VC, SMU:
    - a) Training for Paramedical: 

{	Cost to be paid by CRH
	Approving authority MS, CRH
	Waiver training cost by MS CRH & perusal to VC
    - (iii) B) Training for Doctors(Academic): 

{	Cost to be paid by SMIMS
	Approval authority by Dean
	Waiver of from cost by Dean/VC.
10. That all communications between the employee and CRH/SMIMS shall be deemed to have been effectively served if addressed at the concerned parties address as mentioned in this Agreement. Any change in either party's address shall be intimated to the other party by way of notice by the party whose address has changed within a period of seven days from such change. If no such change has been intimated or received, the addresses mentioned above shall be deemed to be he addresses of the concerned parties and addressing of letters



to the above addresses will constitute sufficient notice to the parties for all proceedings to be initiated.

11. The parties shall be entitled to specific performance of their rights under this agreement.
12. In the event the Institute is constrained to proceed against the Employee for recovery of its dues under this Agreement, the Institute shall be entitled to reimbursement by the Employee of all costs including attorney's fees incurred by the Institute in such proceedings.
13. The Second party will not claim for any higher post by virtue of the Advance training, he will join back to the current position after completion of course.
14. This Agreement shall be subject to the jurisdiction of the courts in Sikkim only and shall be construed in accordance with the laws of India/Sikkim.

In presence of witnesses, this Agreement is signed at the place and date and the year first mentioned hereinabove.

Prof Marshal (Dr) GS Joneja, VM (Retd)  
Dean, SMIMS

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Dr Sisir Sharma  
Assistant Professor  
Department of Paediatrics, SMIMS

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WITNESS 1: .....

WITNESS 2: .....

