



CONDITION OF SERVICES 2025

KHE SAR GYAL PO UNIVERSITY OF MEDICAL SCIENCES OF BHUTAN

“A premier centre of excellence in medical education, research and quality healthcare.”

1 st Edition:	Condition of Services 1 st January 2013
2 nd Edition :	Condition of Services 1 st July 2014
3 rd Edition :	Condition of Services 1 st July 2018
4 th Edition :	Condition of Services 1 st January 2025

Contents

CHAPTER 1.....	3
PRELIMINARY	3
CHAPTER 2.....	6
ORGANISATIONAL STRUCTURE	6
CHAPTER 3.....	13
CODES OF ETIQUETTE, ETHICS, CONDUCTS, AND THE RIGHTS.....	13
CHAPTER 4.....	21
RECRUITMENT, SELECTION AND APPOINTMENT	21
CHAPTER 5.....	33
HUMAN RESOURCE DEVELOPMENT	33
CHAPTER 6.....	52
PERFORMANCE MANAGEMENT SYSTEM AND CAREER PROGRESSION	52
CHAPTER 7.....	64
TRANSFER AND SECONDMENT	64
CHAPTER 8.....	67
LEAVE	67
CHAPTER 9.....	75
TRAVEL.....	75
Chapter 10	80
REMUNERATION, ALLOWANCE AND BENEFITS.....	80
CHAPTER 11.....	86
SEPARATION	86
CHAPTER 12.....	95
HUMAN RESOURCE INFORMATION SYSTEM.....	95
CHAPTER 13.....	97
EMPLOYEE WELL-BEING SERVICES	97
CHAPTER 14.....	105
CONDUCT RULES, DISCIPLINARY PROCEEDING AND APPEAL.....	105
GLOSSARY.....	121



གེ་སར་རྒྱལ་པོ་པོ་གསོ་རིག་གཞུག་ལག་སློབ་ལྟེ་

Khesar Gyalpo University of Medical Sciences of Bhutan
Royal Government of Bhutan
Thimphu: Bhutan

A premier centre of excellence in medical education, research and quality healthcare.



Ref No. KGUMSB/17-GC/2024/4220

Date: 31st December 2024

Executive Order

The Condition of Services 2025 of Khesar Gyalpo University of Medical Sciences of Bhutan has been discussed in the 16th session of the Governing Council held on 16th August 2024. Subsequent online endorsement was sought on 13th October 2024 from the Governing Council members with further face-to-face discussion on 12th December 2024.

The Condition of Services 2025 was approved on 20th December 2024 during the 17th session of the Governing Council of the University and shall be implemented with effect from 1st January 2025.

The 17th Session of the Governing authorized and empowered the Khesar Gyalpo University of Medical Sciences of Bhutan's University Human Resource Committee (UHRC) to develop and endorse the Human Resource Manual, Guidelines, Service Contract Agreement, and Terms of Reference and review the Position Directory and other related Human Resource documents in consistence with Condition of Services 2025.

The Condition of Services 2025 is a living document, and the University shall conduct regular Organization Development Exercises with the expertise from relevant Governmental and Non-Government agencies in terms of Human Resource Development and Management to ensure the smooth functioning of the University, as reflected in Chapter Six of the Condition of Services 2025.

All existing rules, regulations, notifications, and circulars in force concerning the subjects, that are covered by the Condition of Services 2025, shall be deemed to be superseded from the effective date.

This executive order is being issued for strict implementation and compliance by the Office of the President and all constituent faculties.

(Lyonpo Pandin Wangchuk)
Chair of the Governing Council

Cc:

1. The Members of the Governing Council of KGUMSB for information
2. The President, KGUMSB, for information and necessary action
3. Office Copy

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 an 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. Title

This document shall be called the Condition of Services (CoS) 2025.

1.2. Commencement

The CoS 2025 shall come into force with effect from 1st January 2025 through an executive order by the Chairperson of the Governing Council.

1.3. Scope

This CoS shall apply to all the employees of the university inclusive of the employees on contract, fixed-term, secondment, volunteers, on the job exchange, general service employees, elementary service employees, core and adjunct faculty.

1.4. Purpose

The purpose of CoS 2025 is to ensure parity, consistency, uniformity for the effective administration of the employees under university in line with University of Medical Sciences Act of Bhutan (UMSB) 2012.

1.5. Rule of Construction

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.

1.6. Supersession

All existing rules, regulations, notifications, and circulars in force concerning the subjects, which are covered by the CoS 2025, shall deem to have been superseded from the effective date.

1.7. Supplementary Order/Manual/Guidelines/Position Directory

In accordance with Condition of Services 2025, the university shall develop Human Resource Manual, Guidelines, Terms of Reference, Service Contract Agreement, review Position Directory and issue Notification. Such documents shall be endorsed by the University Human Resource Committee.

1.8. Authority for Amendment and Interpretation

The authority for amendment of any provision under the Condition of Services 2025 shall vest with the Governing Council and its interpretation by the University HRC.

1.9. Chronology of Consultations on Draft Condition of Services 2025

Date	Activities
15 th August 2023	Formed CoS Review Team with representatives from constituent faculties and Office of the President to ensure its alignment with the university's evolving needs, best practices in academia, and alignment to government policies.
21 st August 2023	Collected feedback on the CoS 2018 from Office of the President and constituent faculties
25 th to 29 th August 2023	Conducted preliminary discussion on the comments received from employees and developed draft zero revision of the CoS 2025.
11 th January 2024	Conducted consultative meetings with following faculties. a) Faculty of Nursing and Public Health b) Faculty of Traditional Medicine Collected comments from employees who were not in station through an online platform.
15 th January 2024	Conducted consultative meetings with following faculties. Office of the President a) Faculty of Postgraduate Medicine b) Faculty of Undergraduate Medicine Collected comments from employees who were not in station through an online platform.
22 nd to 31 st January 2024	Conducted workshop on revision and carried out the following activities: a) Sensitized the team members on the best practices and models of the HRM used by various medical universities. b) Received 165 comments and suggestions from employees. c) Brainstormed issues and prioritised recommendations using the Prioritization Matrix. d) Incorporated recommendations in Draft CoS 2025.

7 th and 8 th February 2024	Carried out final refinement of the Draft CoS 2025 and prepared slides for presentation to University HRC.
17 th April 2024	Presented Draft 1 of CoS 2025 to the 174 th UHRC members. The UHRC discussed the appointment of executives. and membership of UHRC, clarity on annual leave, number of publications required for academic promotion, alignment of entitlement with financial rules.
11 th to 21 st June 2024	Incorporated the recommendations of 174 th UHRC and developed Draft 2 of CoS 2025.
26 th June 2024	Presented Draft 2 of CoS 2025 to the 177 th UHRC meeting. The UHRC recommended presenting the changes to the 16 th Governing Council (GC).
16 th August 2024	Presented revised CoS 2025 to the 16 th GC for approval. The GC after the deliberation directed the following: a) Provide a clear rationale for the revisions. b) Revisit chapters relating to leave, pay structure, allowances, benefits, & honorarium and seek directives of the Ministry of Finance. c) Form an independent technical review committee of officials from relevant agencies to review revision and seek online GC approval.
11 th September 2024	Formed Technical Review Committee composed of officials from the Ministry of Health, National Medical Services, Ministry of Finance, Royal University of Bhutan and members from KGUMSB.
25 th September to 4 th October 2024	Reviewed CoS 2025 by Technical Review Committee and aligned all financial components with Pay Revision Act of Bhutan 2023, Travel Rules 2024, Pay Revision Notification. Some provisions from BCSR 2023 were also adapted. Recommended to propose other financial entitlement which are not included in Pay Revision Act of Bhutan 2023 to be submitted to the next Pay Commission.
9 th October 2024	Presented outcomes of the Technical Review Committee to the 181 st UHRC.
25 th October 2024	Submitted final draft CoS 2025 to the Governing Council for online approval. The annotation includes rationale of revision and key policy changes. The comments received from a Governing Council member are incorporated and sought online approval of Governing Council.
31 st December 2024	Issued Executive Order by Chairperson of the GC for implementation of CoS 2025.
January 2025 onwards	Sensitized CoS 2025 to employees ensuring uniform understanding and implementation.

CHAPTER 2 ORGANISATIONAL STRUCTURE

2.1 Policy

2.1.1 Provide proper classification of position structure, position levels, occupational groups.

2.1.2 Delineate a clear career path and hierarchy.

2.2 Position Category

The position category are as follows:

2.2.1 Executive (EX)

These positions entail the authority to make decisions and to develop, influence, or otherwise affect policy. Responsibility and accountability are primarily focused at the strategic level, with an appropriate tactical overview and action.

2.2.2 Specialist (ES)

Specialists are recognised experts in their fields. These positions are responsible for teaching, conducting research, analysis, and tasks that demand top-level expertise. Their work can have a significant impact on policies and processes. All Specialists shall report to respective executives. Additionally, Specialists may serve as technical advisors, strategic partners, and, as appropriate, may head technical centres, programmes, or projects.

2.2.3 Academics

Employees in this position category may undertake predominantly teaching-learning with some inputs on the research and professional services. They are anticipated to provide pedagogical/any health-related research, basic advisory services, coordinate programme development and assist in overall management of the University.

2.2.4 Managerial and Professional Category (MPC)

The work-scope of the MPC extends beyond day-to-day issues and activities, towards influencing larger-range outcomes. It plays a crucial role in providing input on major policy issues and decisions, with a primary focus on determining tactical-level issues and/or decisions. Its decision-making scope operated within broad guidelines established within existing policies. The category relies on precedent but may require undertaking original thinking and planning tasks. It implements decisions as determined by the EX/ES, and it also takes part in developing and recommending changes in policies and procedures. Furthermore, the MPC is responsible for

supervising work, conducting performance appraisals, and initiating disciplinary actions for the Supervisory and Support, and Operational Categories.

2.2.5 Supervisory and Support Category (SSC)

Responsibilities for this category comprise supervising and supporting employees, which involves scheduling and assigning work, providing training, and making decisions that impact daily job functions. It implements day-to-day decisions determined by the executives/specialist/MPC. Its decision-making scope is within defined guidelines established by existing policies. It can conduct performance appraisals of direct reporting employees and has input into disciplinary actions.

2.2.6 Operational and General Service Category (OGSC)

The responsibilities of this category may include initial public contact, responding to and routing phone calls to appropriate respondents, chauffeuring, sorting of mails, typing, and using computers and other office equipment to input information/data and prepare reports. Overall, the staff in this category are required to comply with set objectives, methodology, and specific task assignments.

2.3 Position Category and Level

2.3.1 The detailed position category and level shall be specified in the position directory.

2.3.2 The university shall have 19 position levels.

2.3.3 A Position Level is a rank within the position category based on the approved job evaluation of each position, and each position level will have a corresponding salary range. The position levels are grouped into the following six position categories:

SI No.	Position Category	Position Level
1	Executive & Specialist	PL3-PL1
2	Academics	PL6-PL1
3	Managerial and Professional	PL8-PL4
4	Supervisory & Support	PL13-PL5
5	Operational	PL17-11
6	General Service	PL19-16

2.3.4 All positions shall be aligned with one of these position categories based on the overall functional responsibilities and associated position level and shall fall within one of the occupational groups.

2.3.5 The managerial and professional category shall progress up to the PL4 and, thereafter, follow the Y concept to advance as executive or specialist based on

the position directory. The progression to specialist positions shall be based on the fulfilment of relevant specialist promotion criteria specified in position directory.

PL 1 (Executive)	PL 1 (Specialist)
PL 2 (Executive)	PL 2 (Specialist)
PL 3 (Executive)	PL 3 (Specialist)
PL 4	
PL 5	
PL 6	
PL 7	
PL 8	

2.4 Occupational Group

2.4.1 The occupational group is a division of the occupational structure which embraces a group of associated occupations where each group represents a broad occupational category based on the similarities in the nature of jobs performed by the positions within each occupational group.

2.4.2 The university shall have the following occupational groups:

2.4.2.1 Academics; and

2.4.2.2 Administrative and Technical

2.5 Job Description and Position Directory

2.5.1 The university in consultation with respective faculties shall develop a specific job description and position directory.

2.5.2 A job description is a statement of duties and responsibilities, with an outline of their relative importance of a position which will help clarify accountabilities, determine the qualification and skill requirements, and define relationships of the position with other positions.

2.5.3 A position directory shows all the position titles and levels, position hierarchy including broad-banded and non-broad-banded positions, minimum qualification, and entry level in the service.

2.5.4 New positions may be incorporated in the Position Directory upon completion of processes such as job description, job analysis and evaluation. Any change in the Position Directory shall require approval of the University Human Resource Committee and shall be the main reference for recruitment, transfer, training and promotion.

2.6 Organizational Structure

2.6.1 University shall have an organogram endorsed by the Governing Council.

2.6.2 University shall conduct Organisational Development Exercise to review mandates and capacities.

2.6.3 University shall propose to the Governing Council on the organizational structure changes including names.

2.7 Staffing Pattern and Strength

2.7.1 The university in consultation with concerned faculties shall determine staffing patterns and strengths annually as per the Human Resource Master Plan approved by the Governing Council.

2.8 Human Resource Committee (HRC)

2.8.1 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.

2.8.2 The UHRC shall be the highest decision-making body for human resource actions in university.

2.8.3 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.

2.8.4 The composition of UHRC members shall be as follows:

2.8.4.1 Registrar as Chairperson

2.8.4.2 Directors, Office of the President as Member

2.8.4.3 Chairperson of the respective HRCs as the Member

2.8.4.4 Member Secretary of the respective HRCs as Member

2.8.4.5 Other relevant official as determined by the committee

2.8.4.6 HR Officer - Office of the President, Member Secretary

2.9 Responsibilities of UHRC

2.9.1 Provide oversight to all matters related to the development and management of Human Resources of the University and its constituent's institutions.

2.9.2 Formulate and review of policies, standard operating procedures and any other documents pertaining to the management and development of Human Resources.

2.9.3 Ensure equitable and fair access to opportunities for professional development of the faculty and other staff of the university.

2.9.4 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.

- 2.9.5 Review and approve all the long-term trainings and short-term ex-country travels
- 2.9.6 Review and approve leave which are not delegated to respective HRC.
- 2.9.7 Review appeals on human resource actions and performance appraisals of employees.
- 2.9.8 Review and adjudicate disciplinary cases of the employees.
- 2.9.9 Endorse Terms of Reference for committees related to Human Resources.
- 2.9.10 Discharge other functions delegated to it by the President and/or the Governing Council.
- 2.9.11 Perform any other matters related to Human Resources.

2.10 Responsibilities of UHRC Chairperson

- 2.10.1 Preside over all UHRC meetings.
- 2.10.2 Ensure that all UHRC meetings are conducted smoothly with utmost objectivity, impartiality, and integrity.
- 2.10.3 Ensure and manage declaration of conflict of interest by all the members.
- 2.10.4 Call an emergency meeting as and when required.
- 2.10.5 Guide the Member Secretary in the overall conduct and documentation of the proceedings of the UHRC meetings.
- 2.10.6 Appraise the President on the decisions of the UHRC meetings.

2.11 Responsibilities of the Member Secretary

- 2.11.1 Plan, schedule and organise UHRC meetings in consultation with the Chairperson.
- 2.11.2 Collect the agenda for the UHRC meeting from various faculties at least 3 working days prior to the meeting.
- 2.11.3 Finalise the agenda in consultation with the Chairperson.
- 2.11.4 Distribute the agenda for UHRC meeting to all the members at least 2 working days prior to the meeting.
- 2.11.5 Ensure that the members sign on the confidentiality form upon assignment of the UHRC membership.
- 2.11.6 Ensure that the members who declare conflict of interest prior to each UHRC meeting sign on the conflict-of-interest form.
- 2.11.7 Document the proceedings of all the UHRC meetings and maintain all records related therewith.
- 2.11.8 Prepare the minutes of each UHRC meeting and circulate to the members not later than at least 5 working days after the meeting.
- 2.11.9 Coordinate and follow-up on all HR committee decisions /recommendations.

2.12 Responsibilities of the UHRC Members

- 2.12.1 Attend all UHRC 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 fulfilment before scheduling the meeting.
- 2.12.2 Liable for administrative action for unauthorized absence from meeting.
- 2.12.3 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.
- 2.12.4 Sign the Confidentiality Form upon assuming the membership of the UHRC.
- 2.12.5 Maintain confidentiality of any information related to an individual, faculty, university and decision of UHRC in order not to unduly undermine the integrity, honour and sovereignty of the individual, faculty and university.
- 2.12.6 Declare Conflict of Interest, if any, prior to UHRC meeting and sign on the Conflict-of-Interest Form.
- 2.12.7 The Chairperson may direct the members to perform additional tasks that are not specified above but which are related to the furtherance of human resource development and management of the university.

2.13 Schedule of UHRC Meetings

- 2.13.1 The UHRC meeting shall be convened twice a month corresponding to every 2nd and the 4th Wednesdays of the month.
- 2.13.2 Notwithstanding the provision in above clause, emergency UHRC meetings (in-person or virtual) may be convened by the Chairperson or upon the recommendation by not less than 3 members whenever urgent matters or issues need to be discussed. The decision of urgent agenda may be sought online when meetings cannot be convened in person.

2.14 Quorum

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

2.15 Proceedings of UHRC Meetings

- 2.15.1 The decisions of the HRC meetings on all issues shall be made by:
- 2.15.2 General consensus of the members, or
- 2.15.3 A simple majority vote, where general consensus is not reached
- 2.15.4 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.
- 2.15.5 The proceedings of the UHRC meetings shall be properly documented by the Member Secretary.

2.16 Appeal

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

CHAPTER 3

CODES OF ETIQUETTE, ETHICS, CONDUCTS, AND THE RIGHTS

3.1 Policy

- 3.1.1 Promote an impartial, apolitical, efficient, effective, transparent, fair and accountable system
- 3.1.2 Be guided by the values of the university.
- 3.1.3 Establish the desired standard of Sincerity, Mindfulness, Astuteness, Resilience, and Timelessness qualities.
- 3.1.4 Promote and maintain trust and respect for service.
- 3.1.5 Ensures that employees conduct appropriately in body, speech, and mind while discharging their duties.
- 3.1.6 Spell out the standards of integrity and conduct to be complied with by employees.

3.2 Code of Etiquette

The employee on duty shall:

- 3.2.1 Follow *Driglam Namzha*.
- 3.2.2 Be in complete professional attire or decently dressed.
- 3.2.3 Be a role model for health and hygiene.
- 3.2.4 Refrain from smoking and other tobacco use except in authorised places.
- 3.2.5 Abstain from use of psychotropic or habit-forming drugs.
- 3.2.6 Abstain from using alcohol during office hours or in quantities that may hamper profession and responsibilities.

3.3 Code of Ethics

The employee on duty shall:

- 3.3.1 Practice within the scope of professional competence.
- 3.3.2 Hold responsibility to his decisions and actions and accountable to the office as prescribed by the CoS 2025.
- 3.3.3 Promote and uphold the principle of ideology and the esprit de corps of the university in every way within his capacity.
- 3.3.4 Avoid plagiarism by maintaining honesty in all professional dealings and practise his profession with the highest standards of ethics and courtesy.
- 3.3.5 Declare any conflict of interests relating to official duties.
- 3.3.6 Refrain from receiving financial or any other benefit or gratifications from an individual or organisation that may adversely influence performance.
- 3.3.7 Disclose any information as may be required by the law for public interest, without undermining the confidentiality and the right of an individual.

- 3.3.8 Avoid engaging in activities leading to financial gain or other material benefits using the university's resources.
- 3.3.9 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 still an employee of the university.
- 3.3.10 Avoid instigating and engaging in any activity such as strike, demonstration and marches, which may disturb functioning of the university.
- 3.3.11 Abstain from offering gratuity, gift, or favour to obtain special advantages.
- 3.3.12 Refute any action that may cause harassment or discrimination against a 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.
- 3.3.13 Refrain from creating a hostile, intimidating, abusive, offensive, or oppressive environment.
- 3.3.14 Not make malicious or false statements about a colleague, a trainee or the university.
- 3.3.15 Prevent coercive or deceptive means to influence professional judgments of colleagues.
- 3.3.16 Avert intentional distortion or misrepresentation of facts concerning an educational matter in direct or indirect public expression.
- 3.3.17 Avoid falsifying or misrepresenting one's own professional qualifications or such other documents for the furtherance of personal or professional career.
- 3.3.18 Abstain from using institutional privileges for personal gain or advantage except in accordance with CoS 2025.
- 3.3.19 Make reasonable effort to protect students from conditions harmful to the learning process or the overall health and safety.
- 3.3.20 Avoid abusing official positions at all times.

3.4 Mass Media

- 3.4.1 The employee of the university shall not engage with media for publications, interviews, panel discussions, or similar activities, where such dealings has the potential to:
 - 3.4.1.1 Undermine the integrity and sanctity of the university, or
 - 3.4.1.2 Unduly influence the independence of the individual's capacity to discharge duties and responsibilities with full integrity and professionalism, or
 - 3.4.1.3 Influence, alter or enhance the image or public perception of the individual employee for professional or personal gains, or

3.4.1.4 Promote pharmaceutical products or companies or other commercial agencies in lieu of money, property or other gratifications.

3.4.1.5 All media communications shall be channelled through an authorized body or person of the university.

3.4.2 Photography

3.4.2.1 The employee of the university, without prior consent of the patient, shall not record video, film, or take still photography of patients and other procedures.

3.5 Values and Code of Conduct

3.5.1 An employee shall maintain and uphold the highest standard of, amongst others, integrity, honesty, fortitude, selflessness, loyalty, the right attitude, right aptitude, patriotism, professionalism and be apolitical in service of the *Tsa-WaSum*.

3.5.2 The values and code of conduct shall form part of the terms of employment for all employees of the university who shall read, understand and sign the commitment to abide by all provisions of the Constitution, UMSB Act, CoS, and Human Resource Manual/Guidelines.

3.5.3 An employee of the university shall undertake courses on University Service Values and Conduct and Integrity Test as and when available.

3.5.4 An employee shall not speak and act in a way that is not in conformity to the University Service Values of integrity, professionalism, honesty, impartiality, accountability, loyalty, and leadership.

3.5.5 An employee shall respect court summons, respond to their University's Disciplinary Committee or other Appellate Authority and provide information when required. The employees should not avoid these obligations, except in emergencies, and must not tamper with case-related records or information.

3.5.6 An employee of the university shall subscribe and promote the values of *Tha Damtsi* and *Ley Jumdrey* while serving the *Tsa-Wa-Sum*.

3.5.7 In addition to the values and code of conduct specified above, the employee shall adhere to the standards of Model Public Service Code of Conduct developed by the Anti-Corruption Commission. The standards includes serving the public interest, loyalty, professionalism, fairness, transparency, discipline, conduct of private affairs, conflict of interest, outside interests, declaration of assets and liabilities, acceptance of gifts and hospitality, susceptibility to influence by others, abuse of official position, public and official resources, disclosure of information, integrity vetting, political engagement, post-public service restrictions, risk assessment of posts or activities vulnerable to

corruption, protection of the public servant's privacy, procedures for raising and handling complaints, disciplinary sanctions, and accountability.

3.6 Duties

3.6.1 Health Care Services

The employee shall:

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

3.6.2 Profession

The employee of the university shall:

- 3.6.2.1 Strive to maintain the highest standard of professionalism.
- 3.6.2.2 Perform duties in which he is qualified and authorised.
- 3.6.2.3 Ensure competence when accepting and delegating responsibility.
- 3.6.2.4 Maintain a standard of personal conduct, which reflects value on the profession and enhances public confidence.
- 3.6.2.5 Ensure use of appropriate technology to scientifically advance that are safe, efficient and cost-effective.
- 3.6.2.6 Maintain records and other official documents under safe custodians.
- 3.6.2.7 Not abuse professional knowledge, skills or privileges.
- 3.6.2.8 Not issue certificates and/or reports in his professional capacity, which contains false statements.
- 3.6.2.9 Not be a party to false pretences, forgery, fraud, theft, counterfeiting, indecent behaviour or assault.
- 3.6.2.10 Not indulge in any commercial dealing of human and animal organs or tissues.

3.6.3 University

The employee of the university shall:

- 3.6.3.1 Exhibit the highest standards of professional behaviour, exercise professional judgement and act in a courteous and sensitive manner when interacting with students, employees, patients and the community.

- 3.6.3.2 Perform all tasks as prescribed by the university professionally, responsibly, impartially, politically and with honesty, integrity and fairness at all times.
- 3.6.3.3 Collaborate in the development of the university plans, policies and programs.
- 3.6.3.4 Develop and produce scholarly teaching-learning materials and implement it accordingly.
- 3.6.3.5 Use information gained in the course of employment only for proper and appropriate purposes.
- 3.6.3.6 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.
- 3.6.3.7 Make judicious use of the university resources.

3.6.4 Teaching

A teaching faculty member shall:

- 3.6.4.1 Be conscious of their special duty of care to students in all educational activities both within and outside the university.
- 3.6.4.2 Develop, implement, evaluate and document teaching and learning programs including audit and peer review of teaching.
- 3.6.4.3 Supervise work, facilitate to enhance academic skills, support students with individual learning needs, and help in maximizing learning outcomes.
- 3.6.4.4 Assess students' work with honesty, integrity, and objectivity based on appropriate assessment tools, monitor progress and provide timely constructive feedback.
- 3.6.4.5 Contribute to the education, research and training of professional colleagues, students/trainees and other healthcare professionals.
- 3.6.4.6 Conduct research individually or collaboratively to support teaching subjects, profession and pedagogy.
- 3.6.4.7 Undertake appropriate continuing professional development to promote competence in curriculum development, delivery and evaluation, classroom management and teaching skills.
- 3.6.4.8 Not indulge in any form of sexual misconduct or indecent behaviour with students.
- 3.6.4.9 Refrain from providing alcohol, tobacco products or other drugs to the students, or will encourage or condone the use of alcohol or other drugs.
- 3.6.4.10 Not use any form of discipline which involves corporal punishment.

3.6.4.11 Abide by the requirements and norms prescribed by the respective health center.

3.6.5 Patients

The employee involved in clinical practices shall:

- 3.6.5.1 Attend to patients without stigma and discrimination on the basis of gender, age, social, political, ethnic, economic, and religious or caste status.
- 3.6.5.2 Make conscientious assessment of the history, signs and symptoms of a patient's condition, order appropriate investigations and provide necessary treatment along with regular review and ensure follow up.
- 3.6.5.3 Consult with other professional colleagues whenever necessary before making assessments and clinical judgement on complicated cases.
- 3.6.5.4 Obtain informed consent for examination and treatment in order to provide best possible care.
- 3.6.5.5 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.
- 3.6.5.6 Explain to the patients the effects and the side effects of the prescribed drugs and procedures.
- 3.6.5.7 Caution while prescribing and administering drugs with potential damaging side effects.
- 3.6.5.8 Exercise due sensitivity and subtleness while disclosing critical/grave condition or death of the patient or the relatives.
- 3.6.5.9 Educate the patient/party on the rights to refusal and to avail services from a different health professional, if not satisfied with treating physician or recommended interventions.
- 3.6.5.10 Make timely and appropriate consultations and/or referrals as a last resort.
- 3.6.5.11 Maintain professional confidentiality of patient's information discovered in the course of duty, both while in service and after separation.
- 3.6.5.12 Obtain ethical clearance for any research projects involving human subjects from the competent authority.
- 3.6.5.13 Refrain from performing termination of pregnancy contrary to the laws of the land.
- 3.6.5.14 Abstain from practicing medical aid in dying (MAiD) (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).

3.6.5.15 Document proper clinical notes and communications pertaining to diagnosis, investigations, treatment, prognosis, and follow up.

3.6.5.16 Abide by the principles of autonomy, respect, justice and non-maleficence at all times while dealing with patients/research subjects.

3.6.6 Professional Colleagues and Brethren

The teaching faculty member and employee shall:

3.6.6.1 Make conscious and concerted effort to promote and create a culture of harmony, team work and belongingness in furtherance of academic excellence in medical education.

3.6.6.2 Be provided astute leadership by Deans, Professors and Heads of Departments to create a culture, guide and support their junior faculty members and employees to enable positive and good values to teach, train and nurture their students to achieve high academic standards in respective disciplines.

3.6.6.3 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.

3.6.6.4 Continue to provide their expertise and wisdom as Professor Emeritus even after retirement to hold high esteem as the teaching faculty.

3.6.6.5 Treat every health professional with dignity, honour and respect.

3.6.6.6 Facilitate exchange of professional knowledge and skills.

3.6.6.7 Not indulge in unfounded criticism of professional colleagues, institutions and the profession.

3.6.6.8 Not interfere in the on-going management plans especially for the indoor patients without the consent of the treating (attending) health professional.

3.6.6.9 Participate in creating and maintaining favourable working conditions.

3.6 Accountability

3.7.1 An employee of the university shall be accountable and liable for administrative actions for breach of University Service Values and Code of Conduct as prescribed in this CoS.

3.7.2 An employee of the university in managerial and supervisory roles shall be accountable to provide necessary leadership and control over his subordinates,

amongst others, to ensure that there is no corruption or serious official misconduct amongst his subordinates.

- 3.7.3 An employee of the university, particularly in a managerial and supervisory role, shall be liable for supervisory accountability in the event of serious corruption or official misconduct charges brought against his subordinates, for the lack of his supervision and reporting to authority.

CHAPTER 4

RECRUITMENT, SELECTION AND APPOINTMENT

4.1 Policy

- 4.1.1 Institutionalise Robust Human Resources Management System through an effective and efficient mechanism of human resource flow and development, reward system and talent management.
- 4.1.2 Recruit employees with the right qualifications, skills, knowledge and provide an enabling environment to develop the right attitude to achieve organisational objectives.
- 4.1.3 Delineate a clear line of job responsibilities as prescribed in the position directory.
- 4.1.4 Provide equal opportunity for employment and career advancement through recruitment, selection and appointment in the university on the basis of merit, qualification, competency through a fair and open competitive selection process.

4.2 Strategy

- 4.2.1 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.
- 4.2.2 Provide orientation to the selected candidates.
- 4.2.3 The university shall make appointments through open competition for all positions.
- 4.2.4 The university shall have the following categories of employees:
 - 4.2.4.1 Regular;
 - 4.2.4.2 Contract;
 - 4.2.4.3 Secondment;
 - 4.2.4.4 Core, Adjunct, Visiting, Guest Faculty

4.3 Recruitment Planning Process

The university shall:

- 4.3.1 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 selection process.
- 4.3.2 Recruit employees as per the approved Human Resource Masterplan.
- 4.3.3 Recruit replacement through open competition or intra-transfer for a vacant position created due to attrition including adjunct and core faculty members.
- 4.3.4 Follow the following financial year recruitment schedule for new appointments in January and July respectively.

For appointments, 1st January and 1st July	
Schedule	Activity
15 th September/15 th March	Receive requisition from the Faculty or Department
16 th - 30 th September/ 16 th -30 th March	Review proposals and preparation for announcement
1 st October/1 st April	Vacancy announcement
2 nd - 18 th October/ 2 nd - 18 th April	Receive employment application
20 th - 30 th October/ 20 th - 30 th April	Shortlisting for written exam
1 st November/1 st May	Announce date and venue for written exam
8 th November/8 th May	Written exam to be conducted
9 th - 20 th November/ 9 th - 20 th May	Correction of answer sheets
21 st November/21 st May	Announce result of shortlisted candidates for viva voce
28 th November - 10 th December/ 28 th May - 10 th June	Conduct viva voce
15 th - 17 th December / 15 th -17 th June	Declaration of result
18 th - 30 th December/ 18 th - 30 th June	Preparation for induction program
1 st January/1 st July	Appointment
1 st week of January/ 1 st week of July	Conduct induction program

4.4 Authority

4.4.1 The authority for recruitment, selection and appointment are as follows:

SI No.	Position Category	Approving Authority
1	President	Royal Government of Bhutan upon recommendation from Governing Council as per the University of Medical Sciences Act of Bhutan 2012
2	Registrar	Appointed by Governing Council through open competition as per the University of Medical Sciences Act of Bhutan 2012

3	Executives/Specialists	UHRC
4	Academics/Administrative and Technical Groups	UHRC
5	Contract/Secondment	UHRC
6	Core and Adjunct Faculty/Visiting Faculty/Guest Faculty	FHRC
7	General Support/Temporary	FHRC/OPHRC

4.5 Eligibility and Disqualification

4.5.1 Eligibility

- 4.5.1.1 Be a Bhutanese (for regular employees);
- 4.5.1.2 Meet all qualification requirements specified in Position Directory;
- 4.5.1.3 Have attained at least 18 years of age;
- 4.5.1.4 Superannuated teaching professionals may be recruited on contract based on need.
- 4.5.1.5 Employee resigned from the university upon fulfilment of 1 year of cooling period and recruited through open competition;
- 4.5.1.6 Produce de-registered certificate from a political party in case he has participated in a political post upon fulfilling a minimum cooling period of one year.

4.5.2 Disqualification

- 4.5.2.1 Been convicted of a criminal offence or is under investigation or prosecution for a criminal offence; or
- 4.5.2.2 Been terminated or compulsorily retired from any employment agencies; or
- 4.5.2.3 Been adjudged medically unfit for employment by a competent medical doctor; or
- 4.5.2.4 Intentionally provided false information in employment application or used fraudulent practices in the recruitment examination; or
- 4.5.2.5 Furnished fake/forged testimonials/documents; or
- 4.5.2.6 Failed to furnish testimonials as required;

4.5.3 Recruitment and Selection

- 4.5.3.1 As per the delegation of authority, the Office of the President/Faculty shall announce the approved vacant positions through media.

- 4.5.3.2 The procedures for vacancy announcement, document requirement, shortlisting process and selection shall be as prescribed in the HR Manual.
- 4.5.3.3 The UHRC shall institute a Recruitment and Selection Committee based on the level of position announced.
 - 4.5.3.4 The university shall develop Terms of Reference for the recruitment and selection process.
 - 4.5.3.5 The selection of candidates shall be based on the fair and competitive selection process by a selection panel as per the Terms of References.
 - 4.5.3.6 The recruitment shall be carried out as per the Position Directory.
 - 4.5.3.7 A candidate shall be given an opportunity to appeal to the Appellate Authority for review of the selection result within 10 **working** days from the date of declaration of the result.
 - 4.5.3.8 The committee members shall declare conflict of interest, if any, and shall leave the room from the selection interview of that candidate only.

4.6 Appointment

- 4.6.1 The Office of the President/Faculty shall appoint successful candidates against approved vacant positions upon fulfilment of the requirements.
- 4.6.2 The selected candidate shall be appointed as per the recruitment schedule unless otherwise specified for the ad-hoc recruitment.
- 4.6.3 A selected candidate shall submit a drug test report prior to appointment. If the selected candidate fails the drug test, the position shall be offered to the next standby candidate.
- 4.6.4 The selected candidate from civil and public service may be provided a maximum of 3 months to join the university to complete the post-retirement formalities. If the selected candidate fails to join the university within the stipulated time, the post will be awarded to the next standby candidate.
- 4.6.5 The pay shall be fixed at the minimum of the scale prescribed for the position.
- 4.6.6 If in-service candidates from within the university are selected through open competition, the continuity of service at the university will be maintained.
- 4.6.7 The Office of the President/Faculty shall make sure that every selected candidate signs the Undertaking and Oath of Allegiance.
- 4.6.8 In-service candidates from the civil service or government owned agencies will begin at the appointed position level, with no seniority protection.

4.7 Probation

- 4.7.1 A selected candidate for the position shall serve probation period for one year and service shall be regularised based on performance.
- 4.7.2 The probation period shall be exempted as follows:
 - 4.7.2.1 Candidate recruited within the university.
 - 4.7.2.2 In-service candidate recruited from civil service or government owned agencies.
 - 4.7.2.3 Candidates recruited within 6 months of resigning from the civil service, provided they have already completed their probationary period in the civil service or government owned agencies.
- 4.7.3 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.
- 4.7.4 The probation period shall be extended if the probationer fails to meet the required standards and falls below performance expectations as per the decision of the UHRC.
- 4.7.5 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.
- 4.7.6 An employee shall be eligible for in-country short-term training/workshop/seminars while on probation.
- 4.7.7 The probation period shall not be considered as part of active service for the purpose of promotion.
- 4.7.8 An employee, during probation is eligible for casual leave, medical leave, medical escort leave, medical attendant leave, bereavement leave, paternity leave, and maternity leave.

4.8 Orientation

- 4.8.1 Orientation of a new employee shall be compulsory, and it shall be the responsibility of the university to conduct a systematic and standard orientation program.
- 4.8.2 The program 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 university. Depending on the need, an orientation program shall include the following;
 - 4.8.2.1 Introduction to the university: physical, work culture and university values;
 - 4.8.2.2 Familiarisation of work-related information such as university policies, plans & programs, teaching and learning, research and innovation, policies and procedures and financial rules and regulations;
 - 4.8.2.3 Understanding of job description and the expectations of the university;

- 4.8.2.4 Course on the Professionalism, Integrity and Ethics; and
- 4.8.2.5 Awareness on occupational health and safety measures.

4.9 Obligation

- 4.9.1 An employee shall serve a minimum of three years of active service including probation period for fresh appointees.
- 4.9.2 An employee directly appointed from civil service or government owned agencies, shall serve a minimum of 2 years of active service at a place of posting.
- 4.9.3 An employee whose service obligation is transferred from his past employment, shall serve the remaining duration in addition to two years of active service.
- 4.9.4 An employee resigning before fulfilling the above service obligation shall forfeit the post service benefits except his own Provident Fund and Group Insurance Scheme contribution.
- 4.9.5 The training obligation is as per the conditions specified under chapter 5.

4.10 Appointment of President

- 4.10.1 The President shall be appointed by the government on the recommendation of the Governing Council and subject to fulfilment of minimum requirement as prescribed in the University of Medical Sciences Act of Bhutan 2012.
- 4.10.2 The Member Secretary of the Governing Council shall appraise the Council, prior to completion of the President's term.
- 4.10.3 The university shall submit the list of potential candidates for the nomination of President to the Governing Council.

4.11 Appointment of Registrar

- 4.11.1 Be selected through an open competition and appointed by the Governing Council in accordance with the eligibility criteria specified in the University of Medical Sciences Act of Bhutan.
- 4.11.2 Serve for the duration specified in the University of Medical Sciences Act of Bhutan 2012.
- 4.11.3 Applicant must be in PL3 and above to be eligible to apply.
- 4.11.4 Hold position above Position Level 1 with remuneration equivalent to that of a Commission Secretary level in the civil service.

4.12 Appointment of Dean

- 4.12.1 Be selected through an open competition and appointed by the university in accordance with the eligibility criteria specified in the Position Directory.

- 4.12.2 Eligible Bhutanese candidates from both national and international organization, may apply for the Dean's position.
- 4.12.3 Applicants must possess a minimum of 15 years of work experience, including at least 3 years in a management position (Position level 3 and above).
- 4.12.4 Be appointed at Position Level 1 on a contractual tenure of 5 years, with the possibility of extension for an additional term based on performance.
- 4.12.5 An employee must take a break of one term if intending to compete for the Dean's position for a third term within the same faculty. However, the candidate may compete for the Dean's position in other faculties.

4.13 Appointment of Deputy Dean

- 4.13.1 Be selected through an open competition.
- 4.13.2 Only full-time faculty of the university at position level 5 and above is eligible.
- 4.13.3 Shall be placed at the same position level of his current position.
- 4.13.4 The tenure shall be for a fixed term of 4 years, with a possibility to extend by another term. He shall be eligible to apply for Deputy Dean's position for third term only after taking 4 years of break after serving second term.

4.14 Appointment of Director

- 4.14.1 Be selected through an open competition and appointed by the University in accordance with the eligibility criteria specified in the Position Directory.
- 4.14.2 Is a citizen of Bhutan;
- 4.14.3 The person has a minimum work experience of 15 years including experience in the management position (Position level 4 and above)

4.15 Appointment of Core, Adjunct, Visiting and Guest Faculty

The university shall designate Core, Adjunct, Visiting and Guest Faculty Members based on the following conditions:

- 4.15.1 The core, adjunct, visiting and guest 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.
- 4.15.2 Advertise the core, adjunct, and visiting faculty positions as and when required.
- 4.15.3 The core, adjunct and visiting faculty shall be recruited by the respective faculty after the approval from the UHRC as per the Terms of Reference for the designation of core and adjunct faculty at the Teaching Hospital for Khesar Gyalpo University Medical Sciences of Bhutan.
- 4.15.4 The academic position granted to the core, adjunct and visiting faculty members shall be as per the position directory. However, the position level at the parent organization shall remain the same.

- 4.15.5 The visiting faculty position 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 workload does not justify the appointment of a full-time faculty member throughout the academic year.
- 4.15.6 Assign the Guest Lecturer to teach both optional as well as compulsory tools, or core courses after taking into consideration the overall academic requirements of the faculty concerned.
- 4.15.7 Ensure that the qualification for the faculty is same as those prescribed for the regular teaching faculty of the university.
- 4.15.8 The professional fees for core, adjunct, visiting, and guest lecturer or resource persons shall be paid as per the pay, allowance and benefit.

4.16 Category of Contract Service

Contract service shall be categorized as:

4.16.1 Regular Contract

The recruitment of employees under this category shall be against the approved staff strength to address the shortage of adequately skilled/trained human resources based on the following conditions:

- 4.16.1.1 There is a critical need for the specific qualification, skills, and experience in that position category;
- 4.16.1.2 The appointment shall be as per the Position Directory;
- 4.16.1.3 The employee shall be eligible for contract allowance as per the notification from the Ministry of Finance.

4.16.2 Time-Bound Project-Based Contract

The recruitment, selection, appointment, and extension of an employee under this category shall be based on the following conditions:

- 4.16.2.1 There is a need for the specific qualification, skills, and experience as per the project proposal.
- 4.16.2.2 The position level, remuneration, and other benefits shall be as decided by a steering committee of the project; and endorsed by the UHRC.
- 4.16.2.3 Shall be recruited at the approved position level to commensurate with job requirements.
- 4.16.2.4 For donor funded or other time bound projects, they shall follow their service terms and conditions, if any.
- 4.16.2.5 In the absence of service terms and conditions in the project documents, contract employees shall be governed by the provision laid down under regular contract.

4.16.3 Special Contract

The recruitment of employee under this category shall be against the approved staff strength for highly specialized knowledge and skills with special pay package based on the following conditions:

- 4.16.3.1 There is a critical need and urgency of the specific qualification, skills, and experience;
- 4.16.3.2 There is an acute shortage of such highly skilled human resource in the market;
- 4.16.3.3 The university shall develop a special contract agreement with specific terms and conditions, which shall be submitted along with the employee requisition for the UHRC's endorsement.
- 4.16.3.4 The maximum duration for a special contract shall be for a period of 3 years and extendable based on their performance and need of the service.

4.16.4 Part-time Contract

The recruitment, selection, appointment, and extension of an employee under this category shall be based on the following conditions:

- 4.16.4.1 There is a critical need and urgency of such employees with specialised qualification, skills, and experience for the specific duration of hours per week.
- 4.16.4.2 There is a critical need of employees to fill the gap for those who are on EoL, studies without pay and secondment.
- 4.16.4.3 The remuneration for employees recruited in place of EoL, studies without pay and secondment shall be as per the position level and relevant experience laid under the Position Directory.
- 4.16.4.4 The university shall develop a service contract agreement with specific terms and conditions, which shall be submitted along with the employee requisition, remuneration for the UHRC's endorsement.

4.17 Authority

4.17.1 The UHRC shall be the competent authority to approve the recruitment, selection, appointment and renewal of contract employees.

4.18 General Terms for Recruitment of Contract Employee

A contract employee shall:

- 4.18.1 Abide by the University Code of Conduct and Ethics;
- 4.18.2 Abide by the terms and conditions specified in Service Agreement;

- 4.18.3 Initially, be appointed for a minimum of two years and maximum of five years with exceptions for project tied contracts.
- 4.18.4 Be liable to be posted or transferred to any faculty or functional unit of the university.
- 4.18.5 Be subject to Performance Appraisal by the faculty concerned as per Performance Management System and Career Progression of this rule.
- 4.18.6 Be appointed for a contract term aligned with the academic session for academic positions;
- 4.18.7 Intra-faculty transfer may be considered for contract employees without any cost to the university.
- 4.18.8 Not be placed on probation.

4.19 Recruitment, Selection and Appointment Procedure

- 4.19.1 The faculty shall submit to the university the employee requirement to be recruited on contract against a post approved by the university.
- 4.19.2 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.
- 4.19.3 The employee appointed under this rule shall execute an agreement with the university;
- 4.19.4 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 appointment;

4.20 Extension and Renewal

- 4.20.1 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/executive and one month for other general employees to the approving authority.
- 4.20.2 In the case of academicians, extension shall be granted to coincide with the academic session.
- 4.20.3 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.
- 4.20.4 Performance and requirement of the service shall be the main criterion for extension and renewal of the duration of service.
- 4.20.5 Approval for all extensions and renewal of duration of service shall be sought from the UHRC.

4.21 Termination of Contract

- 4.21.1 A contract employee shall be liable to be removed from service at any time when the university finds his services are no longer required.
- 4.21.2 A minimum of three months' notice by the academician/executives and one month notice by the non-academician shall be issued by the party intending to terminate the contract before the expiry of the term.
- 4.21.3 In the event of failure to serve the notice in advance of the required period, the defaulting party shall pay to the other the gross pay for the prescribed notice period, prorated on a monthly basis.
- 4.21.4 Notwithstanding the above, UHRC may withhold premature contract termination up to a maximum period of six months from the notified date based on university interest.

4.22 Remuneration and Benefits

- 4.22.1 The remuneration and benefits shall be as per the prevailing financial rules and service contract agreement.

4.23 Leave and Travel

- 4.23.1 An employee appointed on contract shall be eligible for leave as per chapter 8.
- 4.23.2 An employee shall be eligible for professional related in- country and ex-country short term training. However, ex-country travel shall not exceed more than five days and it should lead to greater specialization. The candidate after availing the short-term training shall serve at least 6 months before terminating their contract or shall have at least 6 months minimum service after the end of the course.

4.24 International Volunteers (and externally funded employee)

- 4.24.1 The university shall determine the requirement, approve and coordinate recruitment of International Volunteers in the university.
- 4.24.2 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.
- 4.24.3 The international volunteers are required to sign a service contract agreement.

4.25 Multitasking

- 4.25.1 An employee with required qualification and skill may be assigned additional responsibility other than his primary responsibility as approved by respective HRCs/UHRC.

4.25.2 An employee taking additional responsibility in teaching and/or clinical needs to be certified by competent authority and may be provided with allowances as per the prevailing rules.

4.26 Accountability

4.26.1 An appointment, which does not conform to the recruitment, selection and appointment rules, shall be treated as unauthorised and hence, it shall be revoked by the university;

4.26.2 The authority responsible for violation shall be accountable and liable for administrative actions.

4.26.3 The HR Division/Unit shall maintain up-to-date records of HR actions.

4.26.4 The HR Division/Unit shall be accountable for the implementation of all HR actions taken by the HRC.

CHAPTER 5

HUMAN RESOURCE DEVELOPMENT

5.1 Policy

- 5.1.1 Promote excellence, professionalism, innovation for quality medical education and research.
- 5.1.2 Develop a highly skilled workforce with competencies aligned to their professional roles and the strategic goals of the organization.
- 5.1.3 Institute a learning culture equipped with the relevant knowledge, values, attitude and skills.
- 5.1.4 Minimize reliance on expatriate technical assistance by building internal expertise for specialized functions and services.

5.2 Strategy

- 5.2.1 Ensure Human Resource Development (HRD) programs are implemented through demand-driven, a merit based and transparent system.
- 5.2.2 A diversity of HRD strategies and programs shall be implemented to enhance the employee's competency and skills. These shall include mentoring and coaching, on-the job training, in-house training, blended learning, specialisation, job shadowing, stretch assignments and e-learning.
- 5.2.3 Foster capacity building for academic, research and professionals by promoting a collaborative (national and international) and integrated approach to employee development.
- 5.2.4 Develop research policy and guidelines.
- 5.2.5 Support employee development to adapt to changes.
- 5.2.6 Enhance the ability among employees to adapt to the anticipated rate of change affecting institutions of tertiary education both internally and externally.
- 5.2.7 Align with the principles of efficiency (return on investment), diversity, accessibility and recognition.
- 5.2.8 Facilitate employees to proactively explore learning opportunities both internationally and nationally.
- 5.2.9 Promote academic enhancement of its faculty and employees by providing opportunities and preferences within the courses offered by the university.
- 5.2.10 The employee (position level 8 and above) should undergo minimum mandatory CPD such as:
 - 5.2.10.1 Faculty Members: basic pedagogy, basic biomedical research, integrity, academic leadership and quality management, gender-related and basic ICT course (online or on site from an authentic and validated source).

- 5.2.10.2 Executives, Managerial and Professional: Integrity, ethical leadership, quality assurance and quality control, gender related and basic ICT course (online or on site from an authentic and validated source).
- 5.2.11 Institute mentorship program where seniors will mentor junior colleagues to build appropriate competency to fulfil the current and future role.

5.3 General Rules

- 5.3.1 The category of training shall be as follows:
 - 5.3.1.1 Short-term Training (STT) - 6 months and below;
 - 5.3.1.2 Long-term Training (LTT) - above six months;
 - 5.3.1.3 Job Exchange
 - 5.3.1.4 Online and Blended training
- 5.3.2 The relevance of the training shall be determined strictly by the respective HRCs and final approval by the UHRC.
- 5.3.3 The university shall facilitate exploring relevant fellowship/scholarship for academic/professional enhancement.
- 5.3.4 University HRC shall have the right to revoke the training 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.
- 5.3.5 Upon approval by the UHRC, an employee shall be issued a Letter of Award in the prescribed format.
- 5.3.6 The candidate shall be required to fill in-service training form.
- 5.3.7 The requirement of documents for ex-country training exceeding 5 days will be specified in the Human Resource Manual.
- 5.3.8 The candidate shall submit a training report and relevant documents upon completion of the training. The candidate shall make a presentation to the relevant HRC.

5.4 Short-term trainings

- 5.4.1 Short-term trainings may apply but not limited to:
 - 5.4.1.1 Ex-country study tour/institutional visit;
 - 5.4.1.2 Attachment and internship;
 - 5.4.1.3 Conference, symposium, seminar and workshop exceeding five working days; and
 - 5.4.1.4 Certificate and Diploma.
- 5.4.2 All ex-country short term trainings have to be routed through OPHRC/Faculty HRC and final approval shall be sought from the UHRC
- 5.4.3 Eligibility and Disqualification Criteria for the Short-Term Training

- 5.4.3.1 Be a regular employee. However, employees on probation shall be eligible for ex-country short-term training provided it is skill-based or leads to greater specialisation.
- 5.4.3.2 Eligibility of short-term training for contract employees shall be as per Chapter 4.
- 5.4.3.3 Training is relevant to work and position level.
- 5.4.3.4 Has completed the training gap requirement.
- 5.4.3.5 Has at least six months to serve before superannuation at the time of commencement of the course.
- 5.4.3.6 Undergoing short-term training while pursuing long-term training through mixed-mode arrangement based on relevance and need.
- 5.4.3.7 Staff under the General Service category shall be allowed for in-country short-term training opportunities.
- 5.4.3.8 Has not been selected for another training program that is pending for implementation.
- 5.4.3.9 Is not on secondment or EOL.
- 5.4.3.10 Employees who have been notified for resignation shall not be eligible for training.

5.4.4 Entitlements

Upon approval from UHRC, an employee may be considered for entitlements as per the chapter 9 and the financial notification from Ministry of Finance:

5.4.5 Training gap requirements for short-term training.

- 5.4.5.1 The HRC shall rationalise the frequency of travel to ensure that service delivery remains uninterrupted.
- 5.4.5.2 The UHRC shall review and explore to carry forward the short-term training obligations provided the conditions laid down in the Human Resource Manual are completed.
- 5.4.5.3 The travel time between home country and destination shall be excluded for the purpose of calculating the total number of days for STT/LTT. However, for programs with more than one venue/destination, the travel time between two or more venues/destinations shall be included in the STT/LTT duration.
- 5.4.5.4 An employee shall maintain the training gaps as mentioned below.

Program Attended	Proposed Program	Training Gap	Service Obligation
STT (In-country)	STT (In-country/Ex-Country)	Not Required	No Obligation
STT (Ex-country)	STT (In-country)	Not Required	No Obligation
STT (Ex-country) <ul style="list-style-type: none"> ● Certificate Course ● Attachment/ Internship ● Counterpart Training 	STT (Ex-country) <ul style="list-style-type: none"> ● Certificate Course ● Attachment/ Internship ● Counterpart Training 	6 Months	Three times the duration of the training
STT (Ex-country) <ul style="list-style-type: none"> ● Certificate Course ● 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 	Not Required	No Obligation
STT (Ex-country) <ul style="list-style-type: none"> ● Certificate Course ● Attachment/ Internship ● Counterpart Training 	STT(Ex-country) 6 days-30 days <ul style="list-style-type: none"> ● Seminar/ Workshop ● Conference/ Symposium/ forum/ meeting ● Study Tour/ Institutional Visits 	3 Months	Three times the duration of the training
STT (Ex-country) <ul style="list-style-type: none"> ● Certificate Course ● Attachment/ Internship ● Counterpart Training 	STT(Ex-country) 31 days-6 months <ul style="list-style-type: none"> ● Seminar/ Workshop ● Conference/ Symposium/ forum/ meeting ● Study Tour/ Institutional Visits 	6 Months	Three times the duration of the training
STT (Ex-Country) 5 days or less duration <ul style="list-style-type: none"> ● Seminar/Workshop ● Conference/Symposium/ forum/meetings 	STT (Ex-Country) <ul style="list-style-type: none"> ● Certificate Course ● Attachment/Internship 	Not Required	No Obligation

<ul style="list-style-type: none"> • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	<ul style="list-style-type: none"> • Counterpart Training 		
STT (Ex-Country) 6 days - 30 days <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travels 	STT (Ex-Country) <ul style="list-style-type: none"> • Certificate Course • Attachment/Internship • Counterpart Training 	3 Months	Three times the duration of the training
STT (Ex-Country) 31 days - 6 months <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	STT (Ex-Country) <ul style="list-style-type: none"> • Certificate Course • Attachment/Internship • Counterpart Training 	6 months	Three times the duration of the training
STT (Ex-Country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meetings • 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/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	Not Required	No Obligation
STT (Ex-country) 5 days or less duration <ul style="list-style-type: none"> • Seminar/Workshop • Conference/Symposium/forum/meetings 	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/Workshop 	Not Required	No Obligation

<ul style="list-style-type: none"> • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	<ul style="list-style-type: none"> • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 		
STT (Ex-country) 6 days - 30 days <ul style="list-style-type: none"> • Seminar/ Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Certificate Course • Attachment/Internship • Counterpart Training 	3 months	Three times the duration of the training
STT (Ex-country) 31 days - 6 months <ul style="list-style-type: none"> • Seminar/ Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Certificate Course • Attachment/Internship • Counterpart Training 	6 months	Three times the duration of the training
STT (Ex-country) exceeding 5 days <ul style="list-style-type: none"> • Seminar/ Workshop • Conference/Symposium/forum/meetings • 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/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	Not Required	No Obligation
STT (Ex-country) 6 days- 30 days <ul style="list-style-type: none"> • Seminar/ Workshop 	STT (Ex-country) exceeding 5 days Seminar/ Workshop	3 months	Three times the duration of the training

<ul style="list-style-type: none"> • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	<p>Conference/Symposium/forum/meetings</p> <p>Study Tour/Institutional Visits</p> <p>Other Ex-Country Official Travels</p>		
<p>STT (Ex-country) 31 days-6 months</p> <ul style="list-style-type: none"> • Seminar/ Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	<ul style="list-style-type: none"> • STT (Ex-country) exceeding 5 days • Seminar/ Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	6 Months	Three times the duration of the training
LTT (In-country/ Ex-country)	<p>STT (Ex-country)</p> <ul style="list-style-type: none"> • Certificate Course • Attachment/Internship • Counterpart Training 	6 months	No Obligation
LTT (In-country/ Ex-country)	<p>STT (Ex-country) 5 days or less duration</p> <ul style="list-style-type: none"> • Seminar/ Workshop • Conference/Symposium/forum/meetings • Study Tour/Institutional Visits • Other Ex-Country Official Travel 	Not Required	No Obligation
LTT (In-country/ Ex-country)	<p>STT (Ex-country) 6 days - 30 days</p> <ul style="list-style-type: none"> • Seminar/ Workshop • Conference/Symposium/forum/meetings 	3 months	Three times the duration of the training

	<ul style="list-style-type: none"> ● Study Tour/Institutional Visits ● Other Ex-Country Official Travels 		
LTT (In-country/ Ex-country)	STT (Ex-country) 31 days - 6 months <ul style="list-style-type: none"> ● Seminar/ Workshop ● Conference/Symposium/forum/meetings ● Study Tour/Institutional Visits ● Other Ex-Country Official Travels 	6 months	Three times the duration of the training

5.4.6 Penalty

5.4.6.1 The employee failing to comply with the training gap will be liable to pay gross salary of equal the number of obligations on a pro rata basis.

5.5 Long-term Training

5.5.1 Long-term training shall apply to:

5.5.1.1 Fellowship (12 months or more) - Sub-specialisation, Super specialisation, Post Doctorate);

5.5.1.2 Doctorate;

5.5.1.3 Postgraduate courses;

5.5.1.4 Undergraduate courses;

5.5.1.5 Diploma/Certificate courses; and

5.5.1.6 Attachment/Internship;

5.5.1.7 Other forms of capacity development as determined by the university

5.5.2 All scholarships shall be made available based on merit;

5.5.3 The university shall ensure effective succession planning while implementing long-term training programs;

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

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

5.5.6 An employee of the university pursuing continuing education through part time mode (after office hours) without financial implication shall require the approval of the OPHRC/Faculty HRC.

5.5.7 Training gaps between long term professional developments:

No. of Professional Development	Gap for Academics	Gap for Administrative & Technical Staff
For the 1st long-term training	No gap required	At least completion of probation period
For the 2nd long-term training	A: Twice the duration of first long-term training B: No gap required for Ph.D	Twice the duration of long-term trainings
For the 3rd long-term training	Equal the duration of second long-term trainings	Twice the duration of second long-term trainings

5.5.8 Modes of long-term training

- 5.5.8.1 Full-time on campus, which is an arrangement for availing training by attending the course full-time on campus.
- 5.5.8.2 Mixed-mode, which is an arrangement for availing training by attending the course on and off campus.
- 5.5.8.3 Mixed-mode PhD/Professional doctorate and Master's degree with at least one national supervisor on site.
- 5.5.8.4 Part-time Class, which is an arrangement for availing training by attending the course after office hours and is limited to in-country programmes.

5.5.9 Approving Authority

- 5.5.9.1 All long-term trainings shall need approval of the UHRC.

5.5.10 Eligibility

Employee shall be eligible for long-term training:

- 5.5.10.1 Is a Bhutanese citizen;
- 5.5.10.2 Is a regular employee of the university;
- 5.5.10.3 Has at least completed the probation period at the time of commencement of course for administrative and technical employee;
- 5.5.10.4 Is less than or equal to 50 years of age at the time of application;
- 5.5.10.5 Relevant to the current position of work;
- 5.5.10.6 Has served equal to the duration of EOL;
- 5.5.10.7 For any external scholarship or project tied scholarship, following additional criteria will be considered:

- a) Scholarship announcement for the candidates within and outside the university;
- b) Criteria specified in the project agreement document or determined by sponsor or steering committee which need to be approved by UHRC;
- c) In absence of any criteria determined by project or sponsor, the university shall develop criteria for selection.

5.5.11 Disqualification

5.5.11.1 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 program, 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) An employee is on contract, EOL and Secondment;
- f) To pursue more than one LTT of the same level/degree;
- g) He fails the drug test;
- h) He has not completed the training gap requirement after availing STT/LTT;
- i) Adverse record or convicted by court of law for criminal offences.

5.5.12 Selection Procedures for Long-term Trainings

5.5.12.1 All university/donor project-tied scholarships shall be approved by UHRC and advertised in the university website;

5.5.12.2 The time between advertisement and application deadline shall be at least 2 weeks unless otherwise approved by the HRC:

5.5.12.3 The relevant committee shall conduct the selection interview upon directives of the UHRC;

5.5.12.4 Even a single application shall be shortlisted against the slot advertised. However, if no application is received, the slot(s) shall be re-advertised;

5.5.12.5 The standard criteria for short-listing shall be as per the human resource manual;

5.5.12.6 The university shall inform the shortlisted candidates one week before the selection interview;

5.5.12.7 The selection committee will interview and decide on the suitability of the candidate in case of a single applicant.

5.5.13 Criteria for Scholarship

5.5.13.1 The university shall develop criteria for shortlisting and selection of scholarship and be included in the human resource manual.

5.5.14 Entitlement

5.5.14.1 An employee on long-term training shall be entitled to study leave.

5.5.14.2 Remuneration and Benefit during long term training.

- a) An employee who has been granted Study Leave with remuneration and benefits for any single long-term training shall be entitled to the gross pay for a period of twelve months. When the duration exceeds twelve months, he shall be entitled to 50% of the gross pay for the remaining period except in SAARC countries the employee shall be entitled to the full gross pay for the whole duration.
- b) 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.
- c) Stipend shall be released bi-annually and stipend for the last month shall be paid only upon return and completion of all formalities.
- d) Funding agency/university shall bear all transaction costs including difference in exchange rates.
- e) 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 government as per the prevailing rules.

5.5.14.3 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

5.5.14.4 Benefits during ex-country training shall be as per the Travel Chapter.

5.5.15 Pre-departure Procedure

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

- 5.5.15.1 Attend pre-departure briefing by university for long-term training and by faculty for short-term training;
- 5.5.15.2 For long-term training, a candidate shall sign an undertaking with the university in the prescribed format;
- 5.5.15.3 A candidate shall have a national guarantor, preferably immediate family member (except spouse) who shall be briefed on the consequence of the undertaking in case the candidate fails to return upon completion of his training.
- 5.5.15.4 In case of the death of the guarantor before the completion of employee's study period, the candidate shall notify the university on the replacement of the guarantor;
- 5.5.15.5 A candidate and guarantor shall sign the undertaking in the presence of an official designated by the university;
- 5.5.15.6 A candidate must submit the duly filled pre-departure intimation form and briefing points;
- 5.5.15.7 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.

5.5.16 Obligations of a candidate during training

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

- 5.5.16.1 Undertake training as approved by the university;
- 5.5.16.2 Conduct himself at all times in a manner befitting his status and, in a manner, acceptable to the authority of the training Institute;
- 5.5.16.3 An employee on training shall be bound by the Code of Conduct and Ethics as listed in the CoS 2025;
- 5.5.16.4 Refrain from engaging in political, criminal or commercial activities that shall be prejudicial to the interest and image of the country;
- 5.5.16.5 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;
- 5.5.16.6 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;

- 5.5.16.7 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;
- 5.5.16.8 Candidates are expected to give top priority to acquire knowledge and skills and also carry out the role of “Goodwill Ambassadors of Bhutan”;
- 5.5.16.9 Submit a course joining report within two weeks upon commencement of the course for long-term training to the university.
- 5.5.16.10 Submit semester-wise Academic Progress Report for long-term training to the university;
- 5.5.16.11 Candidates failing to adhere to above clauses shall have their salaries, stipends, and tuition fees withheld until the documents are submitted;
- 5.5.16.12 Employees on training abroad may become the members of the nearest Bhutanese Students Association;
- 5.5.16.13 The academic performance of an employee undergoing a long-term training program shall form part of the performance appraisal for any personnel actions;
- 5.5.16.14 A candidate must complete the training within the approved duration;
- 5.5.16.15 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 program for such field trips shall be signed and certified by the Institute; and
- 5.5.16.16 Not change from the training/degree/mode of study specified in the letter of award or change the institute/university without prior approval of the university.

5.5.17 Repetition and Extension of Scholarship

- 5.5.17.1 A candidate shall complete the training within the duration prescribed in the Letter of Award.
- 5.5.17.2 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.

5.5.17.3 Prior approval of the university within 3 months before the expected completion date as reflected in the official document shall be required for extension of scholarship.

5.5.18 Termination of Scholarship

A scholarship shall be terminated if:

- 5.5.18.1 The conduct of a candidate is not in conformity to this rule;
- 5.5.18.2 The performance of the candidate is observed to be below average or unacceptable to the authority of the institute and university;
- 5.5.18.3 The candidate does not fulfil the attendance and other requirements stipulated by the Institute; and
- 5.5.18.4 The candidate fails to complete the course in the prescribed period and approval for extension is not accorded.

5.5.19 Post Training Requirements and End of Fellowship

A candidate on completion of training shall:

- 5.5.19.1 Procure return air ticket in economy class (the most direct and economical route) or request the university.
- 5.5.19.2 Report to the faculty along with the joining report, 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;
- 5.5.19.3 The faculty shall immediately forward a copy of joining report, training report and course completion certificate to the university;
- 5.5.19.4 The training report 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;
- 5.5.19.5 Candidate shall be required to complete the Course Feedback Form.

5.5.20 Training Obligation and Penalty

5.5.20.1 Training obligation for long-term training shall be applied as detailed hereunder:

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

- 5.5.20.2 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 shall accrue the remaining obligation period of the first long-term training on the obligation period of the second long-term training.
- 5.5.20.3 Obligation for mixed-mode courses shall be based on actual absence from the office and any expenditure incurred by the university.
- 5.5.20.4 A candidate shall be liable for the financial penalties on the particular training when:
- a) He fails to return to Bhutan on completion of the training.
 - b) He voluntarily resigns from the services prior to rendering the specified duration of service to the university.
- 5.5.20.5 The candidate/guarantor shall pay the expenditure within 90 days from the day the office order is issued, failing which, shall levy 24 percent penalty per annum on the initial amount. The calculation of financial obligations will be determined based on the prevailing exchange rate when required.
- 5.5.20.6 If a candidate is terminated/compulsorily retired with training obligation, the obligation shall be treated as per the legal undertaking.
- 5.5.20.7 In the event the undertaking is lost/damaged, training obligation and penalty shall be applied based on circumstantial evidence as per the Evidence Act of Bhutan 2005.
- 5.5.20.8 An employee who has availed long-term training without any financial cost to the university and resigning before fulfilling the service obligation shall forfeit his post-service benefits, except his own contributions.
- 5.5.20.9 In case of the demise of an employee during the study period or before completing the service obligation, the financial obligation shall be treated null and void.

5.5.21 Administrative Penalty

A candidate shall be liable for penalties as follows

Issue	Penalty and HR Actions
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

	<p>the course” and be liable for penalty for failing the course.</p> <ul style="list-style-type: none"> Once Letter of Award (LoA) is issued, it will be counted as LTT irrespective of the final outcome of the studies.
<ul style="list-style-type: none"> Fails the course; Withdraws with reasons within control, or withdraws due 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. Once LoA is issued, it will be counted as LTT irrespective of the final outcome of the studies.
Withdrawal with reason beyond control	No penalty subject to review and assessment by UHRC.
Change in course/mode/institute without approval from the university.	<ul style="list-style-type: none"> Cancel the study leave for dishonouring the LoA and the candidate to report to university 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
Late Reporting (after 21 days from the course end dated as for LoA)	<ul style="list-style-type: none"> Monthly salary on pro rata basis up to three months shall be forfeited; and name to be reflected in the negative list. Beyond three months, he shall compulsorily retire from the service, but liable to pay expenses incurred on his training to the university.
Resignation before completing the LTT obligation	<ul style="list-style-type: none"> Impose financial penalty as specified under training obligation for LTT as per the table No. 5.5.20.6
Resigning during study leave	
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. Candidate/ guarantor must fulfil the financial obligation within 90 days from the issuance of office order for repayment. Failure to do so shall result in legal action.

5.6 Job Exchange

5.6.1 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).
- 5.6.2 The job exchange shall lead to:
 - 5.6.2.1 Development of the concerned employee with the best opportunity for enhancement of skills and knowledge in the relevant area of expertise;
 - 5.6.2.2 Exchange of knowledge and skills between the university and the partner institution/organization.
 - 5.6.3 The job exchange programme shall be arranged by the employee with the involvement of the head of department in all negotiations.
 - 5.6.4 The exchange program shall be approved by the UHRC if:
 - 5.6.4.1 The employing organization supports the exchange;
 - 5.6.4.2 The incoming individual possesses qualifications, experience and skills for the particular position and level of responsibility at least equivalent to the outgoing employee; and
 - 5.6.4.3 The incoming person is fully aware of and prepared to accept the conditions of employment relevant to the exchange position.
 - 5.6.5 All regular employees shall be eligible to participate in a job exchange program upon completion of a minimum of four years of service at the university.
 - 5.6.6 The period of absence from the university shall be subject to negotiation between the university and their institutions with a maximum of 12 months.
 - 5.6.7 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.
 - 5.6.8 There shall be Memorandum of Agreement signed between the concerned employee and the head of concerned faculty/university. The Memorandum of Agreement shall outline the participating employees' assignments, obligations and other understandings for the period of the exchange.
 - 5.6.9 The exchange program shall be responsible to arrange and pay for appropriate passports and visa fees required for overseas job exchanges.
 - 5.6.10 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.
 - 5.6.11 All salary and employment entitlements for the incoming participants shall be paid by their home institution.
 - 5.6.12 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 via the host supervisor.

- 5.6.13 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.
- 5.6.14 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.
- 5.6.15 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.
- 5.6.16 All accommodation and relocation arrangements shall be the responsibility of the exchange.
- 5.6.17 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 of notice should extenuating circumstances arise.

5.7 Online and Blended training

- 5.7.1 Online and blended training shall be implemented by developing guidelines.

5.8 Planning and Monitoring Human Resource Development

- 5.8.1 The university shall have HRO/designated HRO to carry out the responsibilities of all human resource actions.
- 5.8.2 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.
- 5.8.3 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.
- 5.8.4 Enriching employee experiences shall be carried out by promoting information sharing, involving employees in decision making, encouraging the application of new skills and providing job growth opportunities.
- 5.8.5 Human Resource Development program shall be identified in the HR Master Plan based on the organizational development exercise to determine the strategic human resource needs of the university.
- 5.8.6 Mid-term Review of the HR Master Plan shall be conducted to ensure the relevance of the Human Resource Development Program to the organizational needs as well as to respond to the changing priorities of the university.
- 5.8.7 The performance of an employee undergoing long-term training shall be monitored and assessed by the supervisor for the purpose of HR actions.

- 5.8.8 University shall maintain up-to-date HRD programs/training records.
- 5.8.9 The semester progress report for employees on long-term training shall be monitored by HR Division/Unit.

5.9 Accountability

- 5.9.1 An in-service training which does not conform to CoS shall be treated as unauthorized, and hence it shall be revoked by the faculty/university.
- 5.9.2 UHRC shall be accountable for the implementation of this CoS.
- 5.9.3 HRO shall be accountable for timely appraisal to the HRC on matters concerning this CoS.
- 5.9.4 An employee responsible for the violations of any training rules shall be accountable and liable for administrative actions.
- 5.9.5 University shall maintain up-to-date training records and update the same in the HR database.

CHAPTER 6

PERFORMANCE MANAGEMENT SYSTEM AND CAREER PROGRESSION

6.1 Policy

- 6.1.1 Promote competence, talent retention, meritocracy, productivity and morale;
- 6.1.2 Enhance professionalism, accountability and career advancement opportunities.

6.2 Strategy

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

6.3 Organizational Development Review

- 6.3.1 The university shall within an interval of three to five years review vision, mission, performance standards, values and strategies, structure, staffing strategies, and strength. The review shall be supported by the performance management system.
- 6.3.2 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.
- 6.3.3 The university shall promote and maintain a conducive organizational culture through appropriate models of talent management and motivational measures such as coaching, mentoring, training, guidance and other methods of cooperation and support between management and employee.
- 6.3.4 Executives in university shall take full responsibility for organizational development and performance culture.
- 6.3.5 All Executives and Managers shall themselves avail appropriate training in organizational development, leadership and performance management.

6.4 Promote a Performance-based Culture

6.4.1 Training

Appropriate training programs shall be made available by the university to develop competencies and talents required for effective performance management. These shall include:

- 6.4.1.1 Understanding performance management policies;
- 6.4.1.2 Performance Appraisal System;
- 6.4.1.3 Managing and coaching employee performance;
- 6.4.1.4 Giving and receiving feedback; and
- 6.4.1.5 Motivation and rewards.

6.4.2 Performance Culture Survey

- 6.4.2.1 The performance of faculties/departments may be reviewed every three to five years through a performance culture survey covering employee including students' satisfaction. This may form a part of the organizational development review.

6.5 Performance Appraisal System

- 6.5.1 The performance assessment shall be as per the performance management tool in the Khesar Gyalpo University Information System (KGUIS).
- 6.5.2 The Performance Appraisal System aims to:
 - 6.5.2.1 Ensure effective performance management system through promotion of KGUIS.
 - 6.5.2.2 Enhance performance of employees through continuous monitoring, reviewing and recognition;
 - 6.5.2.3 Enhance productivity by aligning employee job responsibility to the organizational goals;
 - 6.5.2.4 Provide an objective basis for HR actions including incentives, rewards and managing poor performance.
- 6.5.3 The UHRC may revise the performance appraisal process after a minimum of three years, unless exceptional circumstances necessitate an earlier modification.
- 6.5.4 Scope: The Performance Appraisal System shall cover all employees, including those on probation, contract and on secondment.
- 6.5.5 General Provision
 - 6.5.5.1 Every employee of the university shall be familiarized with the Performance Appraisal System.
 - 6.5.5.2 For employees on long-term training, their academic performance at that institute shall be considered as their performance for appraisal for that period.
 - 6.5.5.3 An employee on secondment shall be required to submit his annual performance appraisal to the designated HRO.
 - 6.5.5.4 The HR Officer/Designated HRO shall take custody of the performance appraisal system in KGUIS and shall make it available as and when required.

- 6.5.5.5 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.
- 6.5.5.6 There will be two appraisal cycles based on the initial appointment date or date of last promotion as follows:
 - a) January – December
 - b) July – June
- 6.5.5.7 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 prevalence and incidences.
- 6.5.5.8 The constituent faculty will conduct performance appraisals for employees. Appraisals for Position Level 4 and above will be submitted to the Office of the President, while those for Position Level 5 and below will be retained with the faculty.
- 6.5.5.9 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 judgement of other supervisors while recording the performance plans and ratings.
- 6.5.5.10 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.
- 6.5.5.11 HROs and Supervisors should ensure the timely implementation and assessment of performance appraisal ratings.
- 6.5.5.12 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.

6.5.6 Appraisal Techniques/Methods

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

Positions	Evaluator		Feedback		
	Self	Supervisor	Peer	Subordinate	Student
Executives	✓	✓		✓	
Academic Staff (position level 6-1)	✓	✓	✓		✓
Administrative and Technical Category (position level 4 & above)	✓	✓	✓	✓	
Administrative and Technical Category (Position level 13-5)	✓	✓	✓		
Operational & General Service Category (position level 19-14)	Rated Based on Core Competencies				

6.5.6.1 Executive Performance Appraisal

- a) The performance of the Executives shall be reviewed and appraised using the Executive Performance Appraisal Forms including core competencies on annual basis
- b) The performance of the President shall be evaluated by the Chairperson of the Governing Council.
- c) The performance of the Registrar shall be evaluated by the President.
- d) The performance of the Deans/Directors/Specialists shall be evaluated by the Registrar.
- e) Executives/Specialists involved in teaching shall be evaluated using the Executive Performance Appraisal Forms and Performance Evaluation for academicians as per the percentage specified in the Position Directory.

6.5.6.2 Performance Appraisal for Academicians

- a) The performance of the Academicians shall be reviewed and evaluated using the Academician Performance Appraisal Forms which consists of teaching components and core competencies on annual basis.

- b) The performance rating and feedback of the academicians shall be completed as stated in the feedback table.

6.5.6.3 Appraisal for Other Employees

There are two phases in the appraisal process.

- a) Phase 1: Work Planning and Review

The Work Planning and Review Form shall be used by all employees except executives and academicians together with their Supervisor to determine their half yearly work plan and performance targets with at least four work output and three core competencies.

- b) Phase 2: Summative Performance Review

The Summative Review Form shall be used by all employees except Executives, academicians and employees under Operational and General Service 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, feedback, publications and recording of specific comments. The Summative Review is to be undertaken annually.

6.5.6.4 Appraisal for Operational and General Service Category

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

6.5.6.5 Feedback

- a) It is mandatory for all employees at position level 13 and above to have feedback by their peers. In addition, managerial positions (position level 5 and above) need to have feedback from their subordinates and academic positions from the students.
- 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 through Standard Operating Procedure.

c) The feedback shall be provided as follows:

Sl. No.	Feedback Recipient	Feedback Provider	Submit to
1.	President	Registrar/DGs/Directors	GC
2.	Executives	Academician/ Non-academicians	UHRC
3.	Academician	Academician and Students	FHRC/ UHRC
4.	Administrative and Technical Category (position level 4 & above)	Respective department employees	UHRC
5	Administrative and Technical Category (position level 19-5)	N/A	FHRC/ OPHRC

6.5.6.6 Performance Rating and Evaluation

a) The table below depicts supervisors for performance rating.

Position	Supervisor
President	Chairperson of the Governing Council
Registrar	President
Deans/Directors	Registrar
Deputy Deans	Dean
Program Leaders/Academicians/ Course Coordinators/Head of the Department	Deputy Dean
Core and Adjunct faculties	Course coordinator/Program Leader
Non-academicians	Respective Department/Division/Unit Heads

- b) The performance ratings of the immediate supervisor shall be the basis for evaluation by the evaluation committee.
- c) The supervisor shall furnish justifications for performance rating of an employee which shall be evaluated by the Evaluation Committee as per the Human Resource Manual.
- d) The performance ratings and evaluation shall be as per the Human Resource Manual on following four categories.
 - i. Outstanding
 - ii. Very Good
 - iii. Good

iv. Partially Meeting Expectation

6.6 Use of the Performance Appraisal Results

The Performance Appraisal results shall be used to:

- 6.6.1 Recognize good performers and provide appropriate incentives and rewards;
- 6.6.2 Promote an employee to a higher position available in the university;
- 6.6.3 Identify and address development needs of employees;
- 6.6.4 Take other HR actions inter alia, transfer, confirmation of services for the probationers and assigning special tasks; and

6.7 Managing partially meeting expectation

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

- 6.7.1 Training of the supervisor in performance management;
- 6.7.2 Employee development in the form of training, monitoring, counselling and coaching;
- 6.7.3 Review of current work responsibilities against the job descriptions and annual work plan;
- 6.7.4 Improve job environment and workload;
- 6.7.5 Transfer and/or reassignment; and
- 6.7.6 Disciplinary actions, including termination.

6.8 Role of Human Resource Officer.

HR Officer shall:

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

6.9 Categories of Promotion

- 6.9.1 Broad-banded Promotion
- 6.9.2 Meritorious Promotion

6.10 Authority to Grant Promotion

- 6.10.1 Meritorious promotion of all position levels shall be granted by UHRC upon recommendation of the respective HRC.
- 6.10.2 Broad-banded promotion of position level from 4-1 for Chiefs, academic positions, specialist and executives shall be granted by UHRC.

6.10.3 Broad-banded promotion of position level from 6-4 for academic positions shall be granted by respective HRC.

6.10.4 Broad-banded promotion of position level from 13-5 for professional, supervisory and support category shall be granted by respective HRC.

6.11 Promotion Schedule

6.11.1 Promotion shall be approved with effect from 1st January or 1st July.

6.11.2 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 broad-banded 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
Issue promotion office orders by the university for broad-banded promotions	25 th December	25 th June

6.11.3 No promotion application shall be considered after the dateline.

6.12 General Promotion Criteria

The university shall follow criteria for the promotion based on:

6.12.1 Academic qualification and publication(s) as per Position Directory, training, skills and competence;

6.12.2 Past and present performance in his job as reflected in the performance appraisal;

6.12.3 Clear service record;

6.12.4 Audit Clearance Certificate

6.12.5 Vetting from Anti-Corruption Commission

6.12.6 Additional qualifications relevant to the nature of duties and responsibilities shall be given due recognition;

6.12.7 Study leaves up to 24 months of single training shall be counted as active service for the purpose of promotion unless otherwise specified and approved by the UHRC prior to the study leave approval.

6.12.8 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;

- 6.12.9 Promotion shall be approved/recommended by respective HRCs as per the delegation of authority.
- 6.12.10 Required documents will be specified in the HR Manual.
- 6.12.11 The faculty shall compile proposals as per the Promotion Summary Form and submit to the FHRC which shall review all the promotion proposals of the employees for appropriate decisions.
- 6.12.12 For promotions under the authority of respective HRCs shall submit their recommendations to the UHRC for its approval.
- 6.12.13 The service of academicians within the university, applying for executive positions shall be protected and shall be eligible for the promotion during tenure provided they fulfil the required criteria as prescribed in the Position Directory.
- 6.12.14 Upon completion of the tenure, the executive with academic background may be recruited as Professor if he/she is willing to continue as the faculty member based on the capping of Professor and performance.
- 6.12.15 The university/faculty shall promote employees based on the completion of the minimum number of years with proper assessment of performance, potential, allegiance, and requirement of positions.
- 6.12.16 Fulfilment of the minimum duration requirement as per the category of promotion as follows:
- 6.12.16.1 First promotion- five years, including probation period.
- 6.12.16.2 Second and subsequent promotion every four years;
- 6.12.16.3 Meritorious promotion – two years (one time only)
- 6.12.16.4 Executive promotion- four years; and
- 6.12.16.5 Specialist promotion- four years.
- 6.12.16.6 Sub-specialization promotion - three years (one time only)
- 6.12.16.7 PhD promotion

6.12.17 The employee shall need to fulfil the following requirements:

Sl. No.	Rating	Action
1	Outstanding for two consecutive years	Recommend meritorious promotion for PL2 and below
2	Good and above for 3 years for PL5 and below or at least 2 Outstanding for PL4 and above	Recommend broad-banded promotion
3	Partially meeting expectation (PME)	<ul style="list-style-type: none"> ● Feedback and build competencies ● Develop Performance Improvement Plan ● Compulsory retirement if PME for three consecutive years.

4	Good and above during probation period	Recommend service regularization
5	Very Good and above for last 2 years	Recommend contract extension

6.12.18 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.

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

6.12.20 Performance evaluation during the study period shall not be included for meritorious promotion.

6.12.21 On approval, Promotion Order shall be issued as specified in the HR Manual.

6.13 Broad-banded Promotion

6.13.1 The university shall promote the employee to higher positions subject to fulfilment of the eligibility criteria;

6.13.2 The employee shall meet the requirements of the next higher grade, as prescribed in the Position Profile Matrix and general promotion criteria.

6.13.3 Promotions for employee/faculties having multiple positions would be based mostly on the performance of the primary position and documental proof of additional and extra responsibilities taken.

6.13.4 Promotions for the core and adjunct faculty is as per the Terms of Reference of the core and adjunct faculty and position directory.

6.14 Meritorious Promotion

6.14.1 Meritorious promotions shall be granted to reward and recognize outstanding performance and leadership qualities of an employee who shall be a role model;

6.14.2 The candidates who are in PL5 and below will be promoted to PL4 upon completion of PhD/Professional Doctorate.

6.14.3 The eligibility criteria for meritorious promotion includes the following in addition to the fulfilment of general promotion criteria

6.14.3.1 Consistently "Outstanding" annual performance ratings for the last two years;

6.14.3.2 Completion of the minimum of two years of active service in the current position to be upgraded to a next higher level;

6.14.3.3 Clean service record;

6.14.3.4 One time in the entire service duration at university;

6.14.3.5 Duly filled meritorious form

6.14.3.6 University shall invite proposals for meritorious promotion application fulfilling above clauses.

6.15 Career Progression

6.15.1 Administrative & Technical Employees shall be allowed to progress up to Position Level 1 as subject matter specialist based on the requirement specified in position directory.

6.15.2 The university shall develop criteria of career progressions from PL5 to PL4, PL13 to PL5, PL13 to PL6, PL17 to PL11, PL19 to PL16 as there is a change in position category.

6.15.3 The criteria on career progression for non-academic positions shall be reflected in the position directory and HR manual

Category	Position Level	Progression							
Executive and Specialist Category (Ex & ES)	PL 1	Academics	EX & ES						
	PL 2								
	PL 3								
Managerial and Professional Category (MPC)	PL 4		MPC	MPC					
	PL 5			MPC					
	PL 6			MPC	MPC				
	PL 7				MPC				
	PL 8								
Supervisory and Support Category (SSC)	PL 9								
	PL 10								
	PL 11								
	PL 12								
	PL 13				SSC	SSC			SSC
Operational Category (OC)	PL 14								
	PL 15								
	PL 16								
	PL 17							OC	OC
General Service Category (GSC)	PL 18								
	PL 19								GCS

6.16 Appeals Related to Promotion

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

6.17 Accountability

- 6.17.1 The HRC shall be held accountable for ensuring effective implementation of the Performance Appraisal System by providing necessary guidance and support.
- 6.17.2 The Supervisor shall be responsible for:
 - 6.17.2.1 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;
 - 6.17.2.2 Regularly monitoring the employee's performance during the appraisal cycle.
- 6.17.3 The HRO shall be accountable for the timely execution of performance appraisal practices by all employees and appraisal to HRC.
- 6.17.4 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 UHRC.
- 6.17.5 An employee shall ensure that his performance is planned, monitored and rated as per the requirements of the Performance Appraisal System.
- 6.17.6 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.
- 6.17.7 The respective HRC shall be accountable for close monitoring and implementation of the Performance Management System.
- 6.17.8 The HRC shall ensure that the promotion is not granted without fulfilling the prescribed criteria and/or completing the prescribed processes.
- 6.17.9 The UHRC shall reserve the right to revoke such a promotion by the OPHRC/FHRC.
- 6.17.10 The authority responsible for granting such promotions shall be accountable.

CHAPTER 7

TRANSFER AND SECONDMENT

7.1 Policy

- 7.1.1 Facilitate employee mobility to optimise their contributions for the benefit of the university.
- 7.1.2 Encourage secondment in order to provide necessary exposure to an employee to different systems to acquire expertise and experiences.
- 7.1.3 Facilitate movement of employees that require specialized knowledge and skills.
- 7.1.4 Diversify the experience and knowledge through the change of post and place of posting.

7.2 Transfer

- 7.2.1 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;
- 7.2.2 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;

7.3 Secondment

- 7.3.1 Employee engagement in secondment shall consist of, but not limited to:
 - 7.3.1.1 Undertaking research in libraries, universities and research institutions;
 - 7.3.1.2 Undertaking professional experience in the workplace;
 - 7.3.1.3 Teaching in an educational institution, or developing teaching or curriculum materials;
 - 7.3.1.4 Exchanges and secondment to other universities, industry, professional or governmental agencies and establishments.
- 7.3.2 Secondment shall apply to the temporary transfer of an employee to a workplace outside the university on a full-time basis for a maximum period of 3 years initially. Extension may be granted for a period of up to 2 years at a time, subject to a total duration of 5 years.
- 7.3.3 Arrangements shall be made through mutual consent between the university, the concerned employee and the host organization.
- 7.3.4 The service of an employee on secondment shall be protected, however, the position shall not be protected.

- 7.3.5 The period of secondment shall be considered active for the purpose of promotion, which will come to effect only after rejoining the university on reversion from secondment. The employee on secondment shall submit a performance appraisal report annually in prescribed form to the concerned supervisor during the period of secondment.
- 7.3.6 The period of secondment shall be accounted for and considered active for the purpose of gratuity at the time of retirement of the incumbent from the service.
- 7.3.7 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.
- 7.3.8 An employee on secondment shall not be entitled to compensations (salary, allowances, travel expenses, DA etc.), university quarters and training from the university.
- 7.3.9 An employee, on return from secondment, shall be placed in the same position level and pay scale that the official held prior to 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 the official during the period of secondment.
- 7.3.10 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.
- 7.3.11 Eligibility
- 7.3.11.1 A regular employee;
 - 7.3.11.2 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;
 - 7.3.11.3 Subsequent secondment shall be allowed after fulfilling the obligations of the previous secondment;
 - 7.3.11.4 Has a clean service record in the university;
- 7.3.12 Procedure
- 7.3.12.1 The university shall announce any positions for secondment upon receiving a request from any external agency.
 - 7.3.12.2 The applicant shall be selected through open competition by the university in consultation with the agency.

7.3.13 Obligation

The employee on secondment shall:

- 7.3.13.1 Be made to sign an Undertaking to ensure return to the previously held position or to another agreed position in the university.
- 7.3.13.2 On completion of secondment, the official is required to:
 - a) submit a report to the supervisor; and
 - b) serve the university double the duration of the secondment period or until the superannuation age, whichever is earlier.
- 7.3.13.3 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 employee shall be terminated with effect from the date of completion of the approved secondment period.
- 7.3.13.4 An employee failing to complete obligations fully, shall only be eligible to receive gratuity on a 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.
- 7.3.13.5 An employee on completion of secondment term shall be eligible for long-term training, transfer and open competition subject to fulfilling other eligibility criteria specified under relevant chapters.
- 7.3.13.6 The UHRC may approve to amend or not apply the regulations laid under if the secondment has substantial benefit or of wider university interest.

CHAPTER 8 LEAVE

8.1 Policy

- 8.1.1 Enable employee to be away from official duties for genuine reasons without having to leave the job permanently;
- 8.1.2 Facilitate periodic rejuvenation and work-life balance.

8.2 General Rule

- 8.2.1 An employee shall not claim any type of leave as a matter of right;
- 8.2.2 The Supervisor may plan the leave for his subordinate in consultation with concerned In-charge, at the beginning of the fiscal year;
- 8.2.3 A competent authority shall determine internal leave arrangements of employee(s) to limit the disruption to service delivery;
- 8.2.4 Any form of leave should be submitted through KGUIS;
- 8.2.5 An employee shall not remain absent from duty or leave station without taking prior permission from the immediate supervisor;
- 8.2.6 An employee on leave, shall be called on duty by the appropriate authority at any time of a day according to exigencies of service; service);
- 8.2.7 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;
- 8.2.8 An employee shall vacate the university accommodation if any leave exceeds one year at a time;
- 8.2.9 If an employee fails to return to duty upon expiry of the leave, the university shall discontinue payment of salary and other allowances until appropriate disciplinary action is taken.
- 8.2.10 All leaves shall be appropriately recorded and accounted in the formats given in the service book and electronically maintained in KGUIS.
- 8.2.11 The employee, along with the service book, shall submit the declaration of direct dependent list as mentioned in the HR Manual which will be updated in the KGUIS and reviewed and updated from time to time

8.3 Category of Leave

- 8.3.1 Annual Leave
- 8.3.2 Casual Leave
- 8.3.3 Bereavement Leave
- 8.3.4 Extraordinary Leave
- 8.3.5 Maternity Leave
- 8.3.6 Medical Escort Leave/Medical Attendant Leave

- 8.3.7 Medical Leave
- 8.3.8 Paternity Leave
- 8.3.9 Preparatory Leave
- 8.3.10 Study Leave

8.4 Annual Leave

- 8.4.1 All employees shall be granted annual leave to take scheduled time off to support the well-being and work-life balance of individuals.
- 8.4.2 Employees on probation period shall not be entitled to Annual Leave.
- 8.4.3 All employees shall be admissible for 21 working days of Annual Leave in a fiscal year.
- 8.4.4 Employees shall be allowed to avail Annual Leave while on tour with the approval of the competent authority, but DA shall not be admissible for the days of Annual Leave.
- 8.4.5 Annual leave may be taken at any point during the fiscal year.
- 8.4.6 Unused annual leave shall not be eligible for monetary compensation.
- 8.4.7 An employee shall seek the approval of his immediate supervisor to avail Annual Leave.
- 8.4.8 Allowed to avail annual leave proportionately calculated on a monthly basis on initial appointment.
- 8.4.9 An employee can carry over unused annual leave into the following year, maximum up to 30 days as leave reserve only and not for leave encashment.

8.5 Casual Leave

- 8.5.1 Casual leave of ten working days shall be granted during a financial year to employees on probation or who are not eligible for annual leave;
- 8.5.2 Granted casual leave for a short period on account of illness or urgent personal affairs.
- 8.5.3 Granted casual leave by the immediate supervisor of the applicant;
- 8.5.4 Allowed to avail casual leave by prefixing, sandwiching and suffixing government holidays including weekly off-days;
- 8.5.5 Permitted to take casual leave for either a full day or half a day, depending on the needs;
- 8.5.6 Allowed to avail casual leave proportionately calculated on a monthly basis on initial appointment;
- 8.5.7 Maintained casual leave account in the respective faculties or in the Office of the President; and
- 8.5.8 Not allowed to carryover the unused Casual Leave to Annual Leave account.

8.6 Bereavement Leave

8.6.1 The university shall grant Bereavement Leave of 21 days including weekends and holidays, on each occasion of death of a direct dependant (parents, spouse, spouse's parents, siblings and own children including legally adopted children).

8.7 Maternity Leave

8.7.1 Expected mothers shall be granted 14 days of dedicated pre-birth maternity leave.

8.7.2 Maternity Leave of six months shall be admissible to employees and be uniform for all births including twins, cesarean and premature births.

8.7.3 Maternity Leave shall be admissible during miscarriage for a maximum period of one month on the production of a medical certificate.

8.7.4 In case of the demise of the 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 the demise of the child after three months from birth, the mother shall be eligible only for 21 days of Bereavement Leave and shall resume her office after completion of the Bereavement Leave.

8.7.5 The Maternity Leave shall commence from the date of delivery of the child(ren).

8.7.6 Government holidays and weekly off days (Saturdays and Sundays) within the period of the Maternity Leave sanctioned to employees shall be counted in the calculation of Maternity Leave.

8.7.7 To facilitate baby feeding, a mother with a baby(ies) up to 24 months may be allowed to extend lunch time from 12 noon to 2 PM. In case of those providing direct services such as teaching and medical professions, the management shall ensure that services are not affected as a result of such arrangement.

8.7.8 University shall facilitate and make appropriate arrangements for a feeding mother, where normal working time is not followed.

8.7.9 Maternity Leave shall be granted for a legally adopted newborn baby until the baby is six months old.

8.7.10 Maternity Leave shall be counted as part of active service for all HR actions including for the purpose of calculating promotion, training and retirement benefits.

8.7.11 Employees availing the Maternity Leave shall be eligible for gross pay. However, allowances attached to professional practice, if any shall cease to be paid from the date the Maternity Leave commences.

8.7.12 Employees who become parents during the period of Study Leave or EOL, shall not be eligible for Maternity Leave. However, on rejoining service, they

will be eligible for the balance Maternity Leave if their child has not attained six months.

8.7.13 Maternity leave shall be granted by the respective controlling officer on production of medical certificate.

8.8 Paternity Leave

8.8.1 Ten days shall be granted to employees irrespective of the nature of birth and for a legally adopted newborn if the baby is below six months old.

8.8.2 In case of the demise of the mother during delivery or within six months from the birth of the 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.

8.8.3 An employee who becomes parents during the period of their Study Leave or EOL shall not be eligible for Paternity Leave.

8.8.4 Paternity leave shall be granted by immediate supervisor upon the production of the birth certificate.

8.9 Medical Leave

8.9.1 An employee who has been certified as incapable of performing duties due to illness or injury shall be granted Medical Leave on production of a medical certificate issued by a medical authority in Bhutan as detailed below for the commensurate duration:

8.9.1.1 Up to one month: by a Medical Doctor; and

8.9.1.2 If the medical leave extends beyond one month or if an individual repeatedly takes one-month leaves: by the Medical Board of Doctors.

8.9.2 Medical Leave of up to three months shall be counted as active service for promotion.

8.9.3 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.

8.9.4 An employee who has been granted Medical Leave for more than 3 months, should be allowed to resume duty only on production of fitness certificate.

8.9.5 An employee shall be entitled to a maximum of 3 years of medical leave after which he shall retire under voluntary resignation with post-service benefit.

8.9.6 Medical leave up to 14 days shall be approved by the Supervisor and medical leave exceeding 14 days by respective HRC upon the production of medical leave certificate.

8.10 Medical Escort Leave/Medical Attendant Leave

- 8.10.1 An employee shall be granted the Medical Escort Leave/Medical Attendant Leave per incident for a maximum period of one month to escort his direct dependent. The UHRC may grant an extension based on the medical report but such extension shall not exceed 30 days at a time inclusive of weekends and public holidays.
- 8.10.2 An employee on Medical Escort Leave/Medical Attendant Leave shall be entitled to Gross Pay. However, if the Medical Escort Leave/Medical Attendant Leave exceeds one month, the employee shall only be eligible for basic pay and house rent allowances.
- 8.10.3 An employee shall be entitled to a maximum of six months of medical escort leave/medical attendant leave annually.
- 8.10.4 Medical Escort Leave/Medical Attendant Leave shall be sanctioned only by the UHRC.

8.11 Study Leave

- 8.11.1 The university shall:
 - 8.11.1.1 Grant leave to an employee to pursue long-term training courses with pay and benefits, if a course is critical and directly relevant to the candidate's current job and meets the eligibility and selection criteria.
 - 8.11.1.2 An employee may avail up to a maximum of three in-service LTT (if required) in the entire service period or until he attains 50 years of age, whichever is earlier.
 - 8.11.1.3 Grant leave to an employee to pursue study/training conducted by a recognized university and shall require the recommendation of the faculties/departments concerned.
 - 8.11.1.4 Grant leave to an employee a maximum of 48 months or pre-determined course period of study leave with pay in the entire service period. An employee may avail study leave without pay if long term training requires more than the entitled 48 months.
 - 8.11.1.5 It is the individual's responsibility to ensure timely submission of all the documents including the academic progress report as reflected in the undertaking during the pre-departure briefing.
 - 8.11.1.6 Ensure for submission of documentary evidence on the return from Study Leave to show the completion of the study/training.
- 8.11.2 An employee may be granted study leave after completion of probation period except for academics and upon decision of the UHRC.
- 8.11.3 Study Leave exceeding 48 months may be approved based on the relevance and needs as justified by the department/faculty concerned.

- 8.11.4 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 position in the service shall not be protected.
- 8.11.5 Study Leave shall be granted to an employee for the actual duration of the approved training and journey period.
- 8.11.6 An employee applying for study leave shall produce evidence to the effect that has secured admission to the training.
- 8.11.7 The time spent in-country/office while doing a mixed-mode long-term training shall be considered as part of active service for all purposes provided the time spent at the Institute is not more than 48 months.
- 8.11.8 The UHRC shall be the competent authority for granting long-term study leave based on the recommendation of the OPHRC/Faculty HRC.

8.12 Extraordinary Leave (EOL)

- 8.12.1 The university:
 - 8.12.1.1 Shall grant EOL up to a maximum period of twenty-four months in total during the entire service period of the employee.
 - 8.12.1.2 Shall grant EOL to employees for three months or more, only after rendering a minimum active service of five years including probation period.
 - 8.12.1.3 Shall grant EOL to an employee while serving the obligations laid down under the training rules. However, shall serve the remaining obligation after re-joining from the EOL.
 - 8.12.1.4 May grant EOL for purposes of pursuing studies, when the study leave is not permissible.
 - 8.12.1.5 May grant EOL for family problems, when the attention of the official concerned is genuinely required.
 - 8.12.1.6 May grant EOL for career break/sabbatical.
 - 8.12.1.7 Shall not grant remuneration or other benefits of the post held during EOL.
 - 8.12.1.8 Shall not protect the position of an employee while availing EOL beyond six months.
- 8.12.2 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.
- 8.12.3 Government holidays may be prefixed or suffixed to EOL, but holidays intervening the leave shall be counted as leave.
- 8.12.4 Prefixing and suffixing other forms of leave to EOL shall not be allowed.
- 8.12.5 An employee shall not be eligible for EOL during the probation period or if he is serving an administrative penalty.

- 8.12.6 Promotion processed prior to availing EOL, if granted, shall be effected only on re-joining the service.
- 8.12.7 An employee who has been provided with a government quarter shall vacate it when he leaves for EOL exceeding 12 months.
- 8.12.8 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;
- 8.12.9 EOL shall not be counted as active service for the purpose of all HR actions.
- 8.12.10 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.
- 8.12.11 An employee may seek EOL after giving due notice of at least three months in advance for President/Executives/academic employees and at least one month in advance for other Administrative and Technical employees. However, in the interest of the public, UHRC may withhold EOL up to a maximum period of six months in case of academic employees and three months in case of non-academic employees from the notified date.
- 8.12.12 The employee who fails to give the prescribed period of notice for EoL shall be liable to pay an amount equal to the gross salary for the prescribed period of notice on a monthly prorated basis.
- 8.12.13 An employee applying for EOL shall furnish specific reasons in the application along with a completed and signed Undertaking stating the reasons mentioned in the applications are true.
- 8.12.14 An employee availing EOL shall be liable for major administrative action if he is found to breach the Undertaking.
- 8.12.15 An employee failing to join the service after completion of the EOL shall be compulsorily retired.
- 8.12.16 The approving authority for Extraordinary Leave is as given below:

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

- 8.12.17 The employee shall sign the Undertaking form along with complete handing taking note

8.13 Preparatory Leave

- 8.13.1 An employee can avail Preparatory Leave in order to prepare for studies, transfer and prior to superannuation.
- 8.13.2 An employee who has been approved the study leave shall be granted five working days as Preparatory Leave before the commencement of the course as reflected in the Confirmation of Enrolment.
- 8.13.3 An employee transferred from one duty station to another shall be eligible for five working days of Preparatory Leave provided the new duty station is at least 10 kilometres away from the previous station involving the change of residence. The actual time required for travel shall be allowed in addition to Preparatory Leave;
- 8.13.4 An employee due for superannuation will be freed up of his duties one month prior to his superannuation date to ensure smooth transition to retirement. The period will be used by the individual to:
 - 8.13.4.1 Complete handing-taking over responsibility
 - 8.13.4.2 Complete necessary formalities to process retirement benefits; and
 - 8.13.4.3 Prepare for retirement.
- 8.13.5 Government holidays and weekends within the period of the Preparatory Leave shall be counted for the calculation of Preparatory Leave;
- 8.13.6 The immediate supervisor shall grant Preparatory Leave.

8.14 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).

8.15 Unauthorized Absence

- 8.15.1 The unauthorized absence of an employee shall not be regularized through grant of leave, even if leave is available at credit.
- 8.15.2 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.

8.16 Accountability

- 8.16.1 Leave availed in contravention to this rule shall be considered illegal and the employee concerned shall be liable for administrative action.
- 8.16.2 UHRC and concerned authority should exercise their powers reasonably while granting leaves so as not to hamper the university works.
- 8.16.3 ADM/HRO should maintain up to date leave records.

CHAPTER 9 TRAVEL

9.1 Policy

- 9.1.1 Facilitate an employee to travel if required by the job.
- 9.1.2 Manage and rationalise travel based on available resources and encourage pooling of resources and
- 9.1.3 Compensate an employee for travel expenses.

9.2 Procedures

- 9.2.1 An employee shall:
 - 9.2.1.1 Undertake travel only after obtaining approval from a competent authority;
 - 9.2.1.2 Plan and submit the tour programs specifying the duration and purpose while seeking approval;
 - 9.2.1.3 Obtain ex-post facto sanction for making changes in the program immediately on her/his return to the duty station should an employee be unable to follow the approved tour program due to unavoidable reasons or be required to change it in the interest of the University. However, s/he shall communicate to the authority and seek approval in principle;
 - 9.2.1.4 Carry with her/him proper identification documents or a letter of authorization from the competent authority while on travel;
- 9.2.2 Travel shall be arranged by the administration concerned in conformity to guidelines issued by the university; and
- 9.2.3 All ex-country travel shall require the approval of the UHRC.

9.3 Authority

- 9.3.1 The university shall, depending on the purpose of the travel, have the authority to approve travel of an employee. The authority concerned shall exercise reasonable prudence in approving the travel program.

9.4 Entitlement

- 9.4.1 An employee travelling to a location farther than 10 kms from the duty station shall be eligible for daily Allowance provided the tour program is beyond one day.
- 9.4.2 An employee on tour within or outside Bhutan shall be admissible for Daily Allowance (DA)/Daily Subsistence Allowance (DSA) at the prevailing rates prescribed by the Government. However, tours undertaken along the international borders shall apply in-country DA rates.

- 9.4.3 The travel allowance and mode of travel will be based on the most economical route.
- 9.4.4 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;
- 9.4.5 Full Daily Allowance shall be paid only for the first 30 days of continuous halt on duty at one particular place. After 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;
- 9.4.6 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;
- 9.4.7 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;
- 9.4.8 An employee required to make a transit halt for the next flight for travel outside the country shall be admissible for 50% DSA at the rate payable for the country in which he/she is in transit. However, 50% DSA shall not be applicable for transit halts to Bhutan if the official arrives in Bhutan on the same day.
- 9.4.9 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;
- 9.4.10 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;
- 9.4.11 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;
- 9.4.12 Notwithstanding the section above, an employee shall be reimbursed the visa fee and airport tax on production of original receipts/documents; and
- 9.4.13 An employee on official travel shall claim his Travel Allowance through the appropriate system developed by MoF eDATS (electronics daily allowance & travel system)
- 9.4.14 The Head of Budgetary Body may delegate his/her power for approving travel authorization and travel claims in eDATS in line with the eDATS user manual issued by the Ministry of Finance.
- 9.4.15 The entitlements for non-university attending meetings, seminars, workshops, tours, trainings shall be as per the financial rule of the Ministry of Finance.

9.5 Rate of Daily Allowance

9.5.1 An employee while on official tour within or outside Bhutan shall be admissible for Daily Allowance at the rates prescribed as per the financial rule;

9.6 Mode and Class of Transport

9.6.1 Only the President shall be entitled to travel by business class while travelling to third countries;

9.6.2 An employee required to undertake official travel shall be entitled to travel by the most direct and economic route, including domestic air services.

9.6.3 An employee shall be entitled to claim mileage at the rates prescribed by the government.

9.6.4 Irrespective of the position level, an employee shall claim the same rate of mileage as per the financial norms.

9.6.5 Mileage shall be claimed based on the actual distance covered by an employee. However, the claim should be as per the financial rule.

9.6.6 An employee travelling outside the country shall be entitled to claim the mileage for a single to and fro journey to the airport and the working station.

9.6.7 An employee shall be eligible to claim mileage at the rate prescribed by the government despite of position level without having to produce a vehicle registration book.

9.6.8 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;

9.6.9 Travelling allowance shall be a lump sum of Nu. 1,200 per dolam with no motorable and road connectivity as per the financial rule.

9.6.10 Once the tour/training is approved, no separate approval shall be required for travel by the entitled mode/class;

9.6.11 The UHRC shall approve travel by a class/mode, other than the one entitled, under special circumstances.

9.7 Submission of Tour Report

9.7.1 The employee must attach a tour report.

9.8 Control and Monitoring of Follow-up Actions

9.8.1 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.

9.9 Daily Allowance rates within Bhutan

The DA rates within Bhutan are as per the Notification of the Ministry of Finance.

- 9.9.1 The eligibility of Daily Allowance (DA) shall be subject to the following terms and conditions:
- 9.9.2 Employee shall be entitled to 20% for DA when both food & lodge is provided for meetings, seminars, training and workshop when the incidental cost is not covered by the organizer.
- 9.9.3 Employee shall be entitled to 50% DA if either food or lodge is provided.

9.10 Daily Subsistence Allowance (DSA) for Ex-country travels:

The DSA rates for ex-country travel shall be maintained at existing level until revised and notified by the government.

- 9.10.1 The DSA shall be subject to the following terms and conditions:
 - 9.10.1.1 Employee shall be entitled to 20% DSA for ex-country travel when food (three meals) and lodge is provided.
 - 9.10.1.2 Employee shall be entitled for 50% DSA if either food or lodge is provided.
 - 9.10.1.3 An employee undergoing ex-country short-term training for a duration of 30 days or less shall be entitled to full DSA for the first 15 days and 50% DSA thereafter. If the duration of training exceeds 30 days, the employee shall be paid stipend for the entire duration.
 - 9.10.1.4 No DSA shall be entitled when food, lodge and incidental expenses are provided.

9.11 Mileage

- 9.11.1 The travel mileage shall be provided when employees use their private vehicle to undertake official travels. The mileage rate shall be Nu.16 per km for a minimum travel distance of 10 km radius. However, the application of mileage shall be as per the notification issued by the Ministry of Finance.

9.12 DSA in India and other countries

- 9.12.1 The DSA rates shall be as per the Notification from the Ministry of Finance.

9.13 Accountability

- 9.13.1 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.
- 9.13.2 An employee who undertakes such travel and the approving authority shall be accountable and liable for disciplinary actions;

- 9.13.3 The supervisor of the employee shall ensure that the travel and claims are of genuine and in consonant with these rules; and
- 9.13.4 The Finance Officer verifying the claims ensures that the claims are in accordance with the rules and the required documents are submitted in complete.

CHAPTER 10

REMUNERATION, ALLOWANCE AND BENEFITS

10.1 Policy

- 10.1.1 Pay adequate remuneration and benefits to the employees;
- 10.1.2 Ensure judicious administration of compensation within the university founded on the principle of equal pay for equal value of work;
- 10.1.3 Maintain a competitive remuneration structure;
- 10.1.4 Attract, motivate and retain the best and the brightest employees;

10.2 Strategies

- 10.2.1 Recommend to the Governing Council appropriate pay and incentive schemes which can motivate employees to join the university.
- 10.2.2 Create conditions that will promote meritocracy, excellence and hard work.
- 10.2.3 Give appropriate allowances and benefits that are equated to work output.
- 10.2.4 Rationalise salaries and benefits such that while increases are proportional to the increase in responsibilities as people move up the hierarchy.
- 10.2.5 Take into account the economy of the university's fiscal situation. The guiding principle is that the university shall generate a good source of income in line with the business strategy of the university in addition to the grant from the government to meet the expenses.
- 10.2.6 Recognize the prioritized groups whose skills/services are most important.

10.3 Pay and Allowances

- 10.3.1 The pay, allowances, benefits and other emoluments of the employees shall be decided by the government as per the Constitution.
- 10.3.2 The President, who shall be appointed by the government, shall receive salary, allowances, benefits and other privileges at the level of Cabinet Secretary and the Registrar equivalent to commission secretary position level in the civil service.
- 10.3.3 The basic pay of new appointments and reappointments to certain specific positions shall draw their salary from the minimum of the pay scale.
- 10.3.4 The monthly pay to employees joining the office in between the month on appointment or promotion and during separation from the university shall be paid on a prorata basis.

10.4 Pay Scale

- 10.4.1 The university shall specify the pay scale referring to an appropriate post, and subject to revision from time to time.

10.5 Pay Revision

The pay scale and other benefits shall be revised upon receipt of pay revision notification from the government.

10.6 Pay Fixation

10.6.1 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.

10.6.2 On Promotion

10.6.2.1 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.

10.6.2.2 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.

10.6.2.3 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.

10.6.3 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.

10.6.4 On return from Secondment

10.6.4.1 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.

10.6.4.2 If the employee is promoted during the period of secondment, the pay of the official shall be re-fixed in the pay scale first 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.

10.6.5 On return from EOL

10.6.5.1 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.

10.6.5.2 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.

10.7 Annual Increment

10.7.1 The Registrar/Dean shall sanction the annual increments for their respective employees.

10.7.2 An employee shall receive increment in 1st January or 1st July upon serving a minimum of 12 months.

10.7.3 An employee who is demoted shall receive increment in 1st January or 1st July upon serving a minimum of 12 months in that position.

10.8 Conveyance

10.8.1 The President shall be provided a vehicle for official conveyance as may be decided by the government.

10.8.2 The university shall explore a mechanism to compensate a designated duty vehicle for executives for official conveyance.

10.9 Passport

The eligibility of official and diplomatic passports for employees shall be governed by the passport policy of the Ministry of Foreign Affairs and External Trade.

10.10 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 shall be paid in lieu thereof. The university shall also provide accommodation to essential employees 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 prevailing rates.

10.11 Allowances

10.11.1 Professional Allowances

10.11.2 Non-Teaching Allowance

10.11.3 Contract Allowance

10.11.4 Deputy Dean Allowance

10.11.5 Core and Adjunct Faculty Allowances

- 10.11.6 Non-Pensionable Monthly Pay (House Rent Allowance)
- 10.11.7 Overtime Payment Allowance
- 10.11.8 Publication Allowance
- 10.11.9 Professional fees for Visiting Faculty and Guest Lecturer

10.12 Professional Allowance

- 10.12.1 All academic employees shall be entitled to teaching allowances as per the financial rule.
- 10.12.2 The full-time employee rendering clinical services shall be paid clinical allowance proportionate to their clinical workload and as per financial rules.
- 10.12.3 Professional allowance, shall not be paid during the training period, when the duration exceeds one month.

10.13 Non-Teaching Allowance (NTA)

NTA shall be given as a special incentive to all the employees to attract highly academic oriented and skilled professionals as per the rates approved and notified by the government.

10.14 Contract Allowance

- 10.14.1 The university shall engage foreign teaching faculty and pay allowances as per the financial rule.
- 10.14.2 The employees recruited under contract shall be paid a monthly contract allowance at the rate of 30% calculated on the basic pay.
- 10.14.3 The employee recruited on the Special and Project Tied Contract shall be entitled for pay and allowances and other remuneration based on the project terms and conditions and ToR for special contract.

10.15 Deputy Dean Allowance

Deputy Deans shall be paid a monthly administrative allowance of Nu. 5000.

10.16 Core and Adjunct Faculty Allowances

- 10.16.1 A core faculty designated by the university shall be paid 25%-35% of the minimum basic salary of the academic position level as a teaching allowance. This allowance shall be subject to change as per the financial rules and regulation.
- 10.16.2 An adjunct faculty designated by the University shall be paid 15% of the minimum basic salary of the academic position level as a teaching allowance. This allowance shall be subject to change as per the financial rules and regulation.

10.17 House Rent Allowance

- 10.17.1 House rent allowance shall be paid to an employee at the rates approved by the government.
- 10.17.2 An employee on LTT shall be paid full HRA for the first 12 months and 50% thereafter except for SAARC countries.

10.18 Overtime Payment Allowance

- 10.18.1 An Overtime Payment shall be provided to employees in position level 12 (S5 level in civil service) and below, where they are required by the supervisor to work beyond the normal working hours, weekends and government holidays, as per the prevailing rate.

10.19 Publication Allowance

The employee may be paid publication allowance as follows. The publication shall be reviewed by the Publication Review Committee and approved by UHRC.

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

SI #	Publication	Amount
1	Academic text books	Nu. 10,000
2	Academic text chapters	Nu. 5,000
3	Articles in journals	Nu. 2,000 + (1000*Impact factor of the journal)

10.20 Consultancy

- 10.20.1 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.
- 10.20.2 The university shall develop a Business Strategy that would govern the consultancy modalities and remunerations.
- 10.20.3 Academic and non-academic staff securing research grants and conducting research shall be paid professional/expert fees as per the business strategy.

10.21 Professional Fees for Visiting Faculty and Guest Lecturer

The university shall invite relevant faculty from renowned/recognized institutions/organisations 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:

10.21.1 Visiting National Faculty and Guest Lecturer

10.21.1.1 The visiting faculty shall be paid actual travelling allowance or mileage and DA as per the prevailing rate of government during the period of travel from his duty station to the university. The university shall pay a professional fee of Nu. 1,000 per hour for up to 15 days. However, any session extending more than 15 days, the professional fees shall be decided by the UHRC.

10.21.1.2 Non-academic employees within the university with required skills and qualification shall be paid the professional fee of Nu. 1000 per hour for up to 15 days. However, any session extending more than 15 days, the professional fees shall be decided by the UHRC.

10.21.1.3 For any course offered outside the normal program and off-hour, the university will charge overhead cost, and the faculties engaged as resource person shall be paid remuneration as per the business strategy.

10.21.2 Visiting International Faculty

The university shall provide airfare round trip, free furnished accommodation, special visa (non-tourist visa). They shall be paid a professional fee of Nu. 2,000 per day for onsite lecturers.

10.22 Revocation and Accountability

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

CHAPTER 11 SEPARATION

11.1 Policy

- 11.1.1 Ensure retirement of employees with full grace, respect and mutual appreciation upon reaching superannuation age;
- 11.1.2 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 best; and
- 11.1.3 Ensure appropriate separation schemes.

11.2 Types of Separation

- 11.2.1 Superannuation
- 11.2.2 Voluntary Resignation
- 11.2.3 Completion of Contract
- 11.2.4 Compulsory Retirement
- 11.2.5 Termination

11.3 Superannuation

- 11.3.1 The employee shall superannuate from service on attaining the following age:

Position	Age of Superannuation	Remarks
President	65 years	The President shall hold office for a term of five years and may be eligible for reappointment subject to maximum of two terms or until attaining the age of sixty-five years, whichever is earlier.
Faculty Members	65 years	May extend 5 more years on contract after superannuation
Registrar	63 years	The Registrar shall hold office for a term of five years and may be eligible for reappointment subject to maximum of two terms or until attaining the age of sixty-five years, whichever is earlier.
Executives/Specialist	63 years	
Managerial and Professional Category	60 years	

Supervisory and Support Category	59 years	
Operational and General Service	57 years	

11.3.2 The faculty shall be responsible for issuing superannuation orders for employees of position level 4 and below upon attaining superannuation age.

11.3.3 The date of birth recorded in the service record at the time of the initial appointment of the employee shall be the basis for deciding the date of retirement.

11.3.4 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.

11.3.5 The employee shall be entitled for one-month preparatory leave before the superannuation age.

11.3.6 An employee (Academicians) may be retained on contract service beyond the age of superannuation based on the need and as approved by UHRC.

11.3.7 Agency shall notify the employee six months prior to superannuation.

11.4 Voluntary Resignation

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

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

11.4.2 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 President/Executives/Specialists/academic employees and at least one month in advance for Administrative and Technical employee.

- 11.4.3 The employee who fails to give the prescribed period of notice of resignation shall be liable to pay an amount equal to the gross pay for the prescribed period of notice.
- 11.4.4 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.
- 11.4.5 The authority that recommends and accepts the resignation shall ensure that the resigning employee has complied with the conditions laid down in the training, secondment and other rules.
- 11.4.6 The employee shall submit resignation to the HRC Chairperson through the respective supervisor
- 11.4.7 In the interest of the university, the HRC may withhold a voluntary resignation up to a maximum period of six months in case of academic employees and three months in case of non-academic employees from the notified date.
- 11.4.8 The employee who dies while on duty shall receive full retirement benefits.
- 11.4.9 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.

11.5 Completion of Contract

An employee on contract shall be separated from the service if the service is no longer required in the university upon completion of the contract term.

11.6 Compulsory Retirement

- 11.6.1 An employee shall be compulsorily retired from service with post service benefit if convicted by the court of law for a criminal offence of misdemeanour and above for offences not related to discharge of official functions; and
- 11.6.2 11.6.2. University/GC may compulsorily retire an employee on disciplinary grounds in accordance with Chapter 14.

11.7 Termination

- 11.7.1 An employee shall be terminated from service if convicted by the court of law for a criminal offence of misdemeanour and above for offences related to discharge of official functions; without any post service benefits but with entitlement of own personal contribution such as Provident Fund (PF) & Group Insurance Scheme (GIS) with interest and cost of travel to home.
- 11.7.2 University/GC may terminate an employee on disciplinary grounds in accordance with Chapter 14

11.8 Retirement Benefit

11.8.1 Gratuity

11.8.1.1 Eligibility

- a) An employee who is separated from service shall be entitled to receive gratuity after completion of 10 years of service including the probation period, except, those on contract, fixed term and death cases while in service need not have to complete 10 years of service.
- b) An employee terminated from service shall not be eligible for gratuity.

11.8.2 Amount

11.8.2.1 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.

11.8.2.2 For fraction of the year, the amount of gratuity payable is calculated as: Last basic pay (/) 365 days* numbers of days served (for e.g. 280 days served= basic pay Nu. 12,000/365 days = Nu. 32.87 per day*280 days= Nu. 9,501.00)

11.8.2.3 Conditions

- a) Gratuity shall be paid to employees by the university/faculty only upon production of an Audit and Tax Clearance Certificates and upon confirming that the retiree has no outstanding advances or loans from a financial institution to which the university/faculty was the guarantor.

11.8.2.4 Recovery

- a) 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.
- b) In case of demise of an employee, the recovery or penalty against the service obligation shall be treated null and void.
- c) Any outstanding in terms of training obligation shall be recovered from the candidate's gratuity and other retirement benefits payable to him.

11.8.2.5 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.

11.8.3 Pension

11.8.3.1 An employee shall be enrolled with the National Pension and Provident Fund.

11.8.3.2 The pension and provident fund scheme shall be maintained at the existing level until revised and notified by the government in line with the National Pension and Provident Fund (NPPF) reform.

11.8.3.3 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.

11.8.4 Provident Fund

11.8.4.1 An employee who has served for a minimum of three years 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.

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

11.8.4.3 Monthly Pension and Provident Fund

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

11.8.4.4 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.

11.8.4.5 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.

11.8.4.6 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.

11.8.5 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.

11.8.6 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.

11.8.7 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.

11.8.8 Transport Charge of Personal Effects

- a) The ceiling for the carriage for personal effects during transfer and retirement of a public servant shall be Nu 40,000 (Ngultrums forty thousand). Formula for determining the amount (No of trucks/DCM*tonne*rate*distance) and the eligibility of types and number of trucks shall be as follows:

Position Level	No. and types of truck	Rate
Executives and Specialist at PL 3 and above	Two	As per the rate prescribed by Bhutan Construction and Transport Authority
PMC (PL 8-4)	One	
SSC and below (PL 9 and below)	One DCM or equivalent	

- b) The carriage charges for personal effects, transfer grant and travelling allowance during transfer and retirement shall be subject to the following terms and conditions:

- The distance to be travelled beyond the road point shall be calculated at the rate of 20 kms for every *dolam*;
- A public servant who is immediately reappointed within the same place of posting is not eligible to claim the carriage of personal effects for retirement at that point of time and shall be eligible after completing the tenure;
- The carriage charge for the journey to hometown upon retirement shall be admissible only once during the entire public service irrespective of changing the status or terms of appointment; and
- Transfer and retirement within a 10 kms radius is not eligible for the carriage charges of personal effects, transfer grant and transfer travelling allowance.

11.8.9 Group Insurance Scheme

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

11.8.10 Benefits Payable to the Family

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

11.8.10.2 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.

11.8.10.3 For the purpose of payment of salary in the event of death of an employee, the remuneration shall be paid for the entire month.

11.9 Incidence of Payment

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

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

11.9.3 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.

11.9.4 Gratuity and other benefits shall also be payable to the nominee (s) of the employee who expires while in service.

11.9.5 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.

11.9.6 Travel allowance, transfer grant and transport charges of personal effects shall be payable to an employee only upon fulfilment of service obligation.

11.9.7 A retired employee or his survivor or nominee shall not be paid gratuity and other benefits if he:

- 11.9.7.1 Is under indictment or has charges outstanding against him referred under the rules of the government for offences related to official functions; or
- 11.9.7.2 Wilfully remains outside the country with the knowledge of the indictment or charges, as the case may be; or
- 11.9.7.3 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/agency 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 country.

11.10 Nomination

- 11.10.1 An employee shall submit to the university 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.
- 11.10.2 An employee, who desires to nominate more than one person shall specify the amount payable to each of the nominees.
- 11.10.3 An employee may, at any time, cancel a nomination and submit a fresh one in its place.
- 11.10.4 An employee may state in a nomination that in the event of the predecease of the nominee, the right conferred upon the nominee shall automatically change to another person or persons, as may be specified in the nomination.
- 11.10.5 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.
- 11.10.6 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.

11.11 Formality

- 11.11.1 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.
- 11.11.2 Those employees who are separated from the service shall produce the "Housing Clearance Certificate" from National Housing Development

Corporation Limited before processing and disbursing the retirement benefits.

11.11.3 Faculty concerned shall take the responsibility to immediately process his post-retirement benefits upon superannuation or retirement and settle all payments within one month.

11.11.4 An employee with a clean service record shall be relieved with appreciation and dignity.

11.12 Accountability

11.12.1 A separation not carried out in conformity to the provisions of this rule shall be regarded as illegal. The HRC shall be held accountable for such separation.

11.12.2 An employee who dishonours the Office Order issued by the competent authority shall be accountable and liable for disciplinary actions.

11.13 Commendation

An employee separating after rendering a minimum of 10 years of active service and clean service record shall be awarded a "Certificate of Appreciation" by the President, in appreciation of service and contribution to the University. The certificate shall be honoured in a formal traditional manner.

CHAPTER 12

HUMAN RESOURCE INFORMATION SYSTEM

12.1 Policy

- 12.1.1 Maintain accurate and up-to-date human resource information and records.
- 12.1.2 Serve as a repository of information and records.
- 12.1.3 Secure and uphold the confidentiality of information.
- 12.1.4 Promote efficiency, transparency and evidence-based decision-making in human resource management.

12.2 Strategy

- 12.2.1 Ensure that the Khesar Gyalpo University Information System (KGUIS) provides comprehensive delivery of online human resource services and information/data.
- 12.2.2 Develop standard operating procedures/guidelines/manual/terms of reference based on CoS 2025.
- 12.2.3 Provide role-based access to KGUIS for human resource management.
- 12.2.4 Archive and digitise records at the University.
- 12.2.5 Ensure adequate information security.

12.3 General Rule

- 12.3.1 The university shall maintain records of employees in ICT enabled systems and individual personal files that may be digitally archived or in hard copies.
- 12.3.2 The KGUIS shall be the primary source of information related to employees.
- 12.3.3 Access to KGUIS shall be given based on roles and responsibilities.
- 12.3.4 Information maintained in the KGUIS and other human resource systems shall be the basis for human resource actions.
- 12.3.5 Information contained in the Employment Application Form and the Service Book which have been duly signed by the employee and verified at the time of entry into the service shall be legally binding.
- 12.3.6 The procedure for employee information change in KGUIS shall be as per the human resource information system manual.
- 12.3.7 The university shall maintain hard copies of personal files and service books of all employees.

12.3.8 Personal records of separated employees shall be maintained as per the period prescribed below:

SI No.	Position Category	No of years
1	Executive & Specialist	15 Years
2	Academics	10 years
3	Managerial and Professional	10 Years
3	Supervisory & Support	10 Years
4	Operational and General Service	5 years

12.3.9 The university shall form a committee to dispose of the personal files and service books of the employees after completion of the above period.

CHAPTER 13

EMPLOYEE WELL-BEING SERVICES

13.1 Policy

- 13.1.1 Promote a work environment that is safe, enhances well-being, health and productivity of employees.
- 13.1.2 Maximize employee potential by implementing a system that includes mentoring, rewards and recognition, as well as grievance redressal.
- 13.1.3 Promote dignity and financial security of employees in retirement.
- 13.1.4 Facilitate a smooth transition into retirement and promote meaningful postretirement engagement.
- 13.1.5 Ensure safe and healthful working environment for the employee to perform duties.
- 13.1.6 Promote and maintain the highest degree of physical, mental and social well-being of employee in the university; and
- 13.1.7 Provide basic security to employees in order to give a sense of care.

13.2 Strategy

- 13.2.1 Provide financial support through the University Welfare Scheme.
- 13.2.2 Provide relevant and strategic intervention through counselling and mentoring programs.
- 13.2.3 Facilitate redressal of problems/grievances of employees.
- 13.2.4 Provide relevant platforms to discuss and plan for retirement.
- 13.2.5 Facilitate to sustain and enhance well-being of employees including promotion of physical and mental health.

13.3 Well-being Programs

- 13.3.1 Employee Support Desk
- 13.3.2 Retirement Services
- 13.3.3 University Welfare Scheme
- 13.3.4 Service Awards
 - 13.3.4.1 Public Service Award
 - 13.3.4.2 President's Award
 - 13.3.4.3 Employee of the Year Award
- 13.3.5 Occupational Health, Safety and Compensation
- 13.3.6 Emeritus Faculty

13.4 Employee Support Desk

- 13.4.1 The Employee Support Desk shall provide support through counselling/mentoring/treatment, reskilling and redeployment, grievance redressal and annual health checkup, etc.
- 13.4.2 The university shall develop protocol for referral to a counselling service.
- 13.4.3 The period of absence from work will be considered as a Medical Leave subject to the fulfilment of conditions specified in the medical leave clause.
- 13.4.4 An employee shall be given an opportunity to undergo rehabilitation program, failing which, administrative/disciplinary action can be initiated.

13.5 Retirement Services

- 13.5.1 The employee nearing superannuation shall be provided with one-month preparatory leave prior to separation from service. The university may provide retirement planning programs to employees nearing superannuation.
- 13.5.2 Superannuated employees may be invited to serve as members of boards and committees, interview panels, counselling/mentoring programs.

13.6 University Welfare Scheme

- 13.6.1 Welfare scheme shall be a self-help scheme sustained through individual monthly contributions to assist employees in times of need.
- 13.6.2 The university shall institute a Fund Management Committee (FMC) for sustainable management of the welfare funds.
- 13.6.3 The FMC shall develop scope and coverage of the scheme and endorsed by the UHRC.

13.7 Service Awards

- 13.7.1 Public Service Award
 - 13.7.1.1 The public service award is to recognise and reward outstanding achievement and service to the Tsa-Wa-Sum.
 - 13.7.1.2 The award shall be given to employees including contract employees and GSP/ESP.
 - 13.7.1.3 An employee who has served as a civil servant and continued his/her service at the university shall be eligible for the public service award. The number of years in civil service will be counted as per the evidence submitted.

13.7.1.4 Following categories of dedicated service award shall be given:

Years of Active Service	Particulars of Award
10 years	Certificate with a Medal (Bronze)
20 years	Certificate with a Medal (Silver)
30 years	Certificate with a Medal (Gold)

13.7.1.5 Public Service Lifetime Award shall be given to those superannuating employees with clean service records, upon completion of the retirement age prescribed in the Conditions of Services and fulfilment of the award criteria.

13.7.2 President's Award

13.7.2.1 The President's Award shall be awarded to only ONE outstanding employee of the University to appreciate and recognize the employees for their outstanding contribution and service to the university and the Tsa Wa Sum.

13.7.2.2 The criteria for the nomination shall be specified in the President's Award Guidelines.

13.7.2.3 The award shall be granted on the Foundation Day of the University (28th February) annually.

13.7.3 Employee of the Year Award

13.7.3.1 The Employee of the Year Award shall be awarded to an employee of the Office of the President and the constituent faculties to honour and recognize employees for their outstanding service.

13.7.3.2 The award shall be granted on the Foundation Day of the University (28th February) annually.

13.7.3.3 The category of positions and procedures of the nomination shall be based on the guidelines of the Employee of the Year Award developed by the Office of the President/constituent faculty.

13.8 Emeritus Faculty

13.8.1 The university shall confer Emeritus Faculty for the purpose of recognizing the meritorious service of a faculty member upon or after retirement.

13.8.2 The granting of Emeritus status is an honorary designation which entails no assigned duties, responsibilities, use of administrative or support employees.

13.9 Selection

13.9.1 Emeritus status shall be selected, if individual:

13.9.1.1 Was a regular employee of the University;

13.9.1.2 Has completed at least ten years of service at the University; and

13.9.1.3 Has contributed to the strengthening and/or advancement of the educational programs of the university and its precedent institutions.

13.9.2 The UHRC shall endorse the nominees recommended by OP/FHRC and appraise to the President.

13.10 Privileges

13.10.1 Faculty granted Emeritus status shall:

13.10.1.1 Have their names listed in the university and personnel directory;

13.10.1.2 Have access to the library and other appropriate facilities of the academic employee;

13.10.1.3 Be given an identification card which indicates the individual's status as "Emeritus";

13.10.1.4 Be entitled to attend appropriate social, athletic and honorary functions; and

13.10.1.5 Receive appropriate university's mailings.

13.10.1.6 Receive professional fees for specific work upon approval by the university, if required.

13.10.2 Occupational Health, Safety and Compensation

13.10.2.1 The occupational health and safety rule shall apply to all employees of the university.

13.10.2.2 The university and constituent faculties shall have contingency plans for natural disasters.

13.10.2.3 The university shall provide and maintain a working environment for employees that is safe and without risks to health and well-being.

13.10.2.4 The university shall provide accident compensation to the employees as per the Civil Liability Act of Bhutan 2023.

13.10.3 The university shall:

13.10.3.1 Identify existing and new hazards at work and assess each identified hazard to determine whether or not it is a hazard to any employee at work;

- 13.10.3.2 Eliminate or reduce the health and safety risks of each significant hazard at the workplace;
- 13.10.3.3 Provide such information, instruction, training orientation and supervision as is necessary to enable employee, and health and safety representatives to perform their work in a manner that is safe and without risks to health;
- 13.10.3.4 Institute and maintain effective communication and cooperation with a health and safety representative, and employee about health and safety matters at the workplace;
- 13.10.3.5 Monitor the health and safety conditions at the workplace in collaboration with the faculties;
- 13.10.3.6 Maintain information and records relating to the health and safety of employee at the workplace;
- 13.10.3.7 Prepare a detailed Occupational Health and Safety Standards for specific types of work. It shall include the following:
 - a) Address the hazards and risks at the workplace;
 - b) Outline the procedures and responsibilities for preventing, eliminating and minimizing the effects of those hazards and risks;
 - c) Identifying the emergency management plans for the workplace; and
 - d) Specify how consultation, training and information are to be provided to staff at the workplace.

13.11 Employee Rights

- 13.11.1 The employee of the university shall have the right to:
 - 13.11.1.1 Equal pay for work of equal value.
 - 13.11.1.2 Receive remuneration and allowances as may be determined by the government from time to time.
 - 13.11.1.3 Safe and enabling work environment.
 - 13.11.1.4 Rest and leisure, including reasonable restriction of working hours and leave.
 - 13.11.1.5 Access to free health care services in Bhutan as per the provision of the government.
 - 13.11.1.6 Opportunities to enhance professional qualification and skills as prescribed in this CoS.
 - 13.11.1.7 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.
 - 13.11.1.8 Refuse a task which is contrary to the provisions of the Act and other laws and regulations of the land.

- 13.11.1.9 Not be removed, demoted, terminated or administratively penalized without due administrative process.
 - 13.11.1.10 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, the employee may appeal to the Court of Law.
 - 13.11.1.11 Protection from personal liabilities for discharging official duties and responsibilities.
- 13.11.2 If an employee has reasonable justification to believe that a work situation presents an imminent and serious danger to life or health, the employee may remove themselves from that situation. An employee shall immediately report to the constituent faculty/Office of the President of that situation.
- 13.11.3 The university shall not:
- 13.11.3.1 require an employee to return to a work situation where there is a continuing or imminent threat of serious harm to an employee;
or
 - 13.11.3.2 withhold pay from the employee by reason of the employee's action provided that the employee stays at the workplace and continues to demonstrate willingness to work.
- 13.11.4 The university shall appoint an employee as health and safety representative at the workplace to:
- 13.11.4.1 act on behalf of the employee in relation to health and safety matters;
 - 13.11.4.2 raise issues which are of concern to the employee about occupational health and safety;
 - 13.11.4.3 consult with the constituent faculty/Office of the President on health and safety matters; and
 - 13.11.4.4 facilitate inspection in relation to occupational health and safety.
- 13.11.5 The university shall provide compensation of accident based on the severity and degree of injury and damage due to employee's employment. However, the university is not liable in respect of an injury caused by an accident which is directly attributable to:
- 13.11.5.1 The absence of an employee from workplace due to any form of leave;
 - 13.11.5.2 The wilful disobedience of a employee to an order expressly framed for the purpose of securing the safety of the employee; or

13.11.5.3 The wilful removal or disregard by the employee to any safety guard or other device when the employee knew to have been provided for the purpose of securing the safety.

13.11.6 Compensate employees in the event of the employee contracting an occupational disease, which arises out of the employee's occupation, and is peculiar to that job.

13.12 Responsibility of the University

13.12.1 The university shall ensure that employees and students are not exposed to risks to their health or safety arising from the conduct of the undertaking of the university.

13.12.2 The university shall bear expenses for machinery, 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.

13.12.3 The university shall provide necessary safety equipment as required by the nature of the job.

13.12.4 Any employee shall immediately notify the constituent faculty/Office of the President of an accident or an incident that:

13.12.4.1 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

13.12.4.2 Caused a loss of production or working time at the workplace.

13.12.4.3 In the event of the death of the employee due to an accident at work, the concerned faculty/Office of the President shall immediately notify the nearest police station giving details of the accident.

13.12.4.4 The constituent faculty/Office of the President shall prepare a written record of the accident or incident within 5 working days of becoming aware of it.

13.13 Responsibility of Employee

13.13.1 While at work, employee shall:

13.13.1.1 Take reasonable care for their own health and safety and for the health and safety of any other employee or person who may be affected by the employee's acts or omissions at the workplace; and

13.13.1.2 Shall not be under the influence of alcohol, drugs or any psychotropic substance.

13.13.2 An employee shall not:

13.13.2.1 wilfully or recklessly interfere with or misuse anything provided in the interests of health and safety or welfare at the workplace; or

13.13.2.2 wilfully place at risk the health or safety of any person at the workplace.

13.13.3 An employee who contravenes above clauses shall be liable to pay a fine at the rate of the Daily Minimum National wage rate to a maximum of one year.

13.14 Compensation for Injury and Damage

13.14.1 Compensation for accidents shall be provided to all employees of the university in the event of injury and damage caused by workplace accidents.

13.14.2 The compensation for the accident shall be fixed as per the Civil Liability Act of Bhutan 2023 and Comprehensive Guide to Workers Compensation, Department of Labour 2024.

CHAPTER 14

CONDUCT RULES, DISCIPLINARY PROCEEDING AND APPEAL

14.1 Policy

- 14.1.1 Enhance good governance and eradicate corruption through promoting transparency, accountability, and efficiency in the university.
- 14.1.2 Ensure consistency, predictability, and equity in administrative procedures and action, which are integral to upholding the rule of law.
- 14.1.3 Guide university in their course of action in adjudicating administrative cases involving employees of the university and empower the university to enforce discipline to lawfully exercise such power against an erring employee of the university.
- 14.1.4 Provide speedy, just and cost-effective processes in the dispensation of administrative justice.
- 14.1.5 Ensure that an employee of the university observes a standard of behaviour in accordance with the University Service Values and Conduct, Rules and Regulations and Laws of the Country.
- 14.1.6 Ensure justice, fairness, and equity in matters pertaining to administrative discipline.
- 14.1.7 Protect an employee of the university against intimidation and/or legal action or personal liabilities resulting from the discharge of official duties in accordance with the rules and procedures

14.2 Rights of Employee

- 14.2.1 Every employee of the university subject to disciplinary action shall have the right to:
 - 14.2.1.1 Written reasons for any disciplinary action that is taken against him;
 - 14.2.1.2 Prior and adequate notice of the nature and reasons for the intended disciplinary action;
 - 14.2.1.3 Opportunity to be heard and be placed on record; and
 - 14.2.1.4 An appeal or review of a disciplinary decision.

14.3 Jurisdiction and Authority

- 14.3.1 The University shall hear and decide all administrative disciplinary issues and grievances concerning an employee of the university on being appealed by an individual employee as per the provisions of the Rule, except criminal proceedings, which shall be under the jurisdiction of Courts.
- 14.3.2 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.

- 14.3.3 The University shall:
- 14.3.3.1 Enforce all the provisions of the University of Medical Sciences Act of Bhutan 2012, CoS 2025 and other laws governing the discipline of an employee of the university;
 - 14.3.3.2 Exercise appellate authority where applicable;
 - 14.3.3.3 Summon Witnesses and/or the parties concerned with administrative complaints, issue subpoena, and subpoena ducestecum, and take testimony in an investigation or delegate such power to a proper committee or office of the government or an appropriate and competent employee of the university;
 - 14.3.3.4 Punish or recommend punishment of the witness in case of an employee of the university or the concerned employee of the university who fails to comply with a summons, subpoena ducestecum, duly issued according to the subpoena or procedures herein prescribed, and with the same penalties provided in the law; and
 - 14.3.3.5 Enforce decisions on disciplinary actions involving an employee of the university.
- 14.3.4 The UHRC shall function as the Disciplinary Committee, shall hear and decide administrative cases against an erring employee of the university.
- 14.3.5 A person related to or prejudicial against a respondent employee of the university shall not be a member of Disciplinary Committee, the Investigating Committee or as an Appellate Authority.
- 14.3.6 The authority to impose a penalty on an employee of the university shall be exercised by the respective authority.

14.4 Filing of Administrative Charge

- 14.4.1 An administrative charge against an employee may be filed by:
- 14.4.1.1 the disciplinary authority on its own initiative; or
 - 14.4.1.2 any person other than the disciplinary authority in the form of a written complaint, supported with sufficient documentary evidence.
 - 14.4.1.3 As per the judgement issued by the Court of Law; and By Agency
- 14.4.2 The complaint shall contain the following:
- 14.4.2.1 Full name and address of the complainant;
 - 14.4.2.2 Full name, address, position and office of the person against whom the complaint is being lodged; and
 - 14.4.2.3 A narration of the relevant and material facts which shows the acts of omission/commission alleged.

- 14.4.3 The absence of any of the aforementioned requirements may cause the dismissal of the complaint.
- 14.4.4 A complaint, including anonymous letters, not filed properly as prescribed hereinabove, shall not be entertained.

14.5 Conduct Rules

- 14.5.1 The university has the right to impose certain basic restrictions on the conduct of its employees. The relation of 'Master' and 'Servant' between the university and the 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.
- 14.5.2 The university employees shall, at all times:
 - 14.5.2.1 Maintain absolute integrity
 - 14.5.2.2 Devotion to duty, and
 - 14.5.2.3 Do nothing which is unbecoming of a university employee.

14.6 Administrative Discipline

- 14.6.1 The administrative discipline shall:
 - 14.6.1.1 Promote good practice and behaviour in accordance with code of conduct and ethics, rules & regulations of the university and laws of the country.
 - 14.6.1.2 Protect against intimidation and/or legal action resulting from discharge of official duties in accordance with the rules and procedures.
 - 14.6.1.3 Create a conducive work environment to enable employees to properly perform his duties and responsibilities.
 - 14.6.1.4 Ensure an authority vested with the power to enforce discipline and lawfully exercise such power against an erring employee.
 - 14.6.1.5 Provide speedy and just process in the conduct of disciplinary actions against an erring employee so that discipline within service is promoted.
 - 14.6.1.6 Promote high morale and create confidence among employees by ensuring justice, fairness and equity in protecting the innocent and punishing the guilty.
 - 14.6.1.7 Not be falsely accused, which would unjustly injure his/her reputation or cause unjustified and unreasonable worries.

14.7 Jurisdiction and Power

- 14.7.1 The University shall:

- 14.7.1.1 Enforce all rules, regulations and laws governing the discipline of employees.
- 14.7.1.2 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.
- 14.7.1.3 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.
- 14.7.1.4 Enforce decisions on disciplinary actions against employees involving felony.
- 14.7.2 The President or Registrar or an immediate superior shall initiate disciplinary action against an erring employee.

14.8 Disciplinary Authority (UHRC)

The Disciplinary Authority shall:

- 14.8.1 adhere to rules, regulations and laws of the country for all investigation and adjudication of administrative charges or complaints against employees.
- 14.8.2 form committees for investigation, review, appeal, etc.
- 14.8.3 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 jurisdiction and submit investigation reports.
- 14.8.4 act upon all administrative and disciplinary issues and grievances concerning employees or when being approached by individual employees as per the provisions of this rule and proceedings.
- 14.8.5 disqualify members from sitting on a case where circumstances exist to affect his impartiality.
- 14.8.6 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.

14.9 Liability

- 14.9.1 An employee shall be held responsible and liable:
 - 14.9.1.1 For expenditure of university funds, use of university properties, or any decision or action thereon in violation of rules & regulations and laws.
 - 14.9.1.2 For university vehicles, machineries or any other forms of property for the value thereof in case of improper or unauthorised use or

misapplication by him or any person for whose acts he may be responsible.

14.9.1.3 To make good of all loss, damage, or deterioration of properties caused by negligence or misuse.

14.9.1.4 For losses resulting from unlawful deposit, use, or application thereof and for losses attributable to negligence in keeping of the funds.

14.9.1.5 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.

14.9.1.6 Employees 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:

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

14.9.1.8 it was due to force majeure or fortuitous event; or

14.9.1.9 It was inevitable to prevent further losses and to ensure continuity of university operation.

14.10 Grounds for Disciplinary Action

14.10.1 Offences related to violation of Code of Conduct and Ethics include:

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

14.10.1.2 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

14.10.2 Harassment at Workplace

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

14.10.2.2 An employee shall:

a) refute any action that may cause harassment or discrimination(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.

- b) refrain from creating a hostile, intimidating, abusive, offensive, or oppressive environment.
- c) not make malicious or false statements about a colleague, or the university.
- d) prevent coercive or deceptive means to influence professional judgments of colleagues.
- e) not use his position to gain or force any kinds of harassment like sexual interests or bullying.

14.10.3 Offences related to Performance of Official Duties

- 14.10.3.1 Neglect of duty, *inter-alia*, non-compliance with or nonenforcement/non-implementation of lawful and proper orders, directives, appropriate recommendations, sanctions, etc. without justifiable reasons;
- 14.10.3.2 Abuse of official authority and position;
- 14.10.3.3 Refusal to perform official duty;
- 14.10.3.4 Insubordination; and/or
- 14.10.3.5 Disobedience to superior/ lawful authority.
- 14.10.3.6 Offences related to fiscal responsibility:
- 14.10.3.7 Misuse of University funds and properties.
- 14.10.3.8 Non-remittance/non-deposit of collections.
- 14.10.3.9 Incurring of illegal and unauthorized expenditures, including unjustified, irregular, excessive, unnecessary and extravagant expenditures.
- 14.10.3.10 Malversation, embezzlement, malfeasance and misappropriation of university funds and properties.
- 14.10.3.11 Failure of employee to produce or render accounts of university funds and properties entrusted to him/her upon demand by an appropriate authority;
- 14.10.3.12 Failure on the part of the employee concerned to submit records, documents and reports required by rules & regulations and laws within the prescribed period, without justifiable reason.
- 14.10.3.13 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 the country without securing a certificate from a competent authority concerning final settlement of accounts.

- 14.10.3.14 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.
- 14.10.3.15 Refunding of the misappropriated funds or deposit of the cost of misused materials, properties or equipment shall not relieve employees from the liability of having committed the offence. Employees involved in such irregularities shall be liable for administrative and legal actions even after such refunds are made.

14.11 Notification to the Respondent Employee

14.11.1 The disciplinary authority shall:

- 14.11.1.1 notify the respondent employee in writing of the administrative charge(s) when convincing a prima facie case exists and require him to answer charges 3 to 21 days from the receipt of the said notification.
- 14.11.1.2 dismiss the case when the respondent employee's answer proves beyond doubt that the administrative charge(s) is/are without basis.
- 14.11.1.3 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 opts for a formal investigation of the charge(s).

14.12 Investigation and Adjudication

14.12.1 The disciplinary authority shall institute investigation committee to:

- 14.12.1.1 conduct a formal investigation for establishing the truth and the validity of the respondent's answer.
- 14.12.1.2 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.
- 14.12.1.3 submit its report and recommendation to the disciplinary authority within thirty days from the commencement of its function.
- 14.12.1.4 form the investigator or investigating committee.

14.12.2 The investigator or investigating committee shall:

- 14.12.2.1 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.

- 14.12.2.2 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.
- 14.12.2.3 adhere to the Evidence Act of the Kingdom of Bhutan shall govern evidence of the case.
- 14.12.2.4 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.
- 14.12.2.5 submit to the disciplinary committee a written report on the investigation within thirty days after the completion of the investigation.

14.13 Hearing

- 14.13.1 The President shall direct the Disciplinary Committee to hold a hearing no sooner than ten working days and no later than twenty working days from the date the written request for a hearing is received.
- 14.13.2 The hearing before the Disciplinary Committee 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.
- 14.13.3 Respective competent authority shall forward a copy of written request to the Registrar upon timely receipt of written request for a hearing.
- 14.13.4 Right to Hearing: An employee is entitled to a hearing, if he/she:
 - 14.13.4.1 receives notice of disciplinary action under the procedures herein set forth.
 - 14.13.4.2 desires to present relevant evidence and witnesses on his or her behalf and to question witnesses appearing in support of the charges made.
 - 14.13.4.3 has been suspended and shall remain in effect until a final decision is made.
 - 14.13.4.4 wishes to request a hearing in writing to the responsible authority. The request must be sent by certified mail, postmarked no later than ten working days following the employee member's

receipt of a notice of summary suspension or other disciplinary action.

14.13.5 Proceeding to Hearing

The proceeding to hearing by the Disciplinary Committee shall be as follows:

14.13.5.1 The Disciplinary Committee 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, in its discretion, permits both sides to be represented by counsel. If employee so chooses, one member of the employees of the University may accompany him or her at the hearing.

14.13.5.2 Disciplinary Committee may:

- a) Grant an extension of time for cause upon request of the employee.
- b) 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.
- c) Make such additional rules, as it deems necessary to assure prompt, fair and expeditious handling of the matter.
- d) Conduct the hearing in closed session and all testimony at the hearing under oath.
- e) Record the hearing.

14.14 Decisions

14.14.1 The President upon the recommendation of the disciplinary committee, may remove or dismiss a respondent employee from the service without formal investigation when the employee:

14.14.1.1 habitually exhibits bad behaviour and poor performance as may be indicated in the Performance Appraisal; and

14.14.1.2 is charged with a very grave or serious offence and the guilt is proven with evidence beyond reasonable doubt.

14.14.2 When deciding whether or not to impose the penalty of dismissal, the university should in addition to the gravity of the misconduct consider factors such as the employee's circumstances, including:

14.14.2.1 length of service,

14.14.2.2 previous disciplinary record,

14.14.2.3 personal circumstances,

14.14.2.4 the nature of the job and

14.14.2.5 The circumstances of the infringement itself.

14.14.3 A decision shall:

- 14.14.3.1 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 ten (10) days from the receipt of the committee's report and recommendations.
- 14.14.3.2 furnish a copy of the decision rendered by the disciplinary committee to the President of the University and the Governing Council for executives.
- 14.14.3.3 execute and enforced by the disciplinary committee after remedies are available to the respondent.
- 14.14.3.4 take into consideration by the disciplinary committee 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.
- 14.14.3.5 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.

14.15 Penalty

14.15.1 The disciplinary committee shall:

- 14.15.1.1 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
Registrar	President	Governing Council
Executive/Specialist	Registrar	President
Academician	Dy. Dean	Dean
Administrative/Support Staff	Division Head	Registrar/Dean/Director

- 14.15.1.2 Impose only one penalty in each case.
- 14.15.1.3 Not impose the same penalties for similar offences under similar circumstances.
- 14.15.1.4 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.
- 14.15.1.5 Issue a reprimand either verbal or written shall generally be issued for:
 - a) irregular attendance; ii. lack of *driglam namzhag*; iii. unbecoming etiquettes and manners; iv. poor performance reflected in performance evaluation appraisal; and
 - b) carelessness and/or negligence of duties.
 - c) complaints which are false or vexatious.
- 14.15.1.6 Impose a major penalty comprising of:
 - a) withholding of annual performance increment for a period of three to five years;
 - b) reduction of salary below the existing pay level but with entitlement to normal increments on due dates;
 - c) withholding of promotion or reversion or demotion to a lower Position Level;
 - d) compulsory retirement from service with postretirement benefits; and
 - e) dismissal or termination of service without post retirement and other benefits, except one's own contribution.
- 14.15.1.7 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.

14.16 Suspension

The suspension shall be discretionary and not mandatory in its application. It is a means to prevent one from hampering the ongoing investigation while the person is in the office or to prevent further misfeasance/malfeasance or destruction of evidence.

14.16.1 The President upon recommendation by disciplinary committee may suspend an employee when:

14.16.1.1 the employee is charged with dishonesty, grave misconduct, neglect of duty, or abuse of official authority and power;

14.16.1.2 there are justifiable reasons and the evidence of strong guilt; and

14.16.1.3 the employee faces criminal charges in a court of law.

14.16.2 An employee under suspension shall:

14.16.2.1 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;

14.16.2.2 An employee under suspension shall receive a subsistence allowance of an amount equal to half the gross pay he was receiving before the suspension except (after deducting) for allowance related to professional practice

14.16.2.3 The subsistence allowance shall be paid until the completion of Court/disciplinary proceedings. However, he shall be entitled to receive the remaining 50% of his gross salary except professional allowance and other benefits as applicable for the entire period of suspension on finalisation of the Court/disciplinary proceedings if the employee is found innocent and acquitted of all charges and accordingly reinstated in service.

14.16.2.4 However, on completion of the Court/disciplinary proceedings, if the employee is proven to be guilty, the employee shall refund all the subsistence allowance paid to him during the entire suspension period. This refund will, if necessary, be deducted from the incumbent's post-retirement benefits or through any other process as appropriate.

14.16.3 The university shall:

14.16.3.1 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.

- 14.16.3.2 decide administrative case(s) and pay benefits to his/her family or legal nominees in the event an employee expires during suspension.

14.17 Termination

14.17.1 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:

- 14.17.1.1 neglect of professional duties;
- 14.17.1.2 violation of professional or ethical obligations;
- 14.17.1.3 fraud or misconduct in research or professional activities;
- 14.17.1.4 other grave misconduct;
- 14.17.1.5 conviction of a criminal act; and
- 14.17.1.6 violation of campus rules and regulations.
- 14.17.1.7 breach of the civil liability act of Bhutan 2022.

14.17.2 The UHRC shall ensure proper handing/taking over of the charge before an employee is relieved, including the University property, files and records.

14.17.3 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.

14.17.4 Employee shall be terminated from service if he/she is convicted by the court of law for an offence of:

- 14.17.4.1 a misdemeanour relating to his power and function or corruption; and any felony.

14.18 Disciplinary Records

The universities 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.

14.19 Grievance

The university shall:

14.19.1 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.

14.19.2 standardize the measures for conveying individual and collective grievances through the correct channels.

14.19.3 maintain records by both the parties of the proceedings at each step for their own use and for official documentation.

14.20 Appeal

The university shall form the Appellate authority to review or modify the decision(s) taken by the disciplinary committee.

14.21 Appellant

The aggrieved employee may:

- 14.21.1 appeal against the decision of the disciplinary authority within ten (10) working days from the receipt of the decision.
- 14.21.2 submit appeal to the relevant appellate authority for reasons that:
 - 14.21.2.1 there is evident injustice due to grave abuse of discretion;
 - 14.21.2.2 the decision is not supported by the evidence on record;
 - 14.21.2.3 evidence was not considered when imposing the penalty;
 - 14.21.2.4 newly discovered or additional evidence which materially affects the decision is presented; or
 - 14.21.2.5 there is patent error in the interpretation of rules & regulations and laws, prejudicial to the interest of the respondent employee.
- 14.21.3 Appeal against such decision to the High Court/Supreme Court, if not satisfied with decisions of the appellate authority.

14.22 Appellate Authority

14.22.1 The Appellate Authority may:

- 14.22.1.1 review decisions taken by the disciplinary committee to confirm the prescribed procedures and action taken is reasonable and lawful.
 - 14.22.1.2 adopt or modify such a decision if warranted under the circumstances. The reasons thereof and the circumstances shall be fully stated in each case.
 - 14.22.1.3 render decision on the appeal within thirty (30) days from receipt of the appeal.
- 14.22.2 The disciplinary authority shall enforce decisions of the appellate authority.
- 14.22.3 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 judgement of the court.

14.23 Classification of Offence

The following are the classification of offences to enforce penalty by the competent authority.

Sl. No.	Nature of offences	Classification of offence
1	Convicted by the court of law for a criminal offence of a misdemeanor and above for offences related to discharge of official functions.	Major
2	Convicted by the court of law for a criminal offence of a misdemeanor and above for offences not related to discharge of official functions.	Major
3	Gross misuse of government properties.	Major
5	Gross misuse of office time for personal purposes.	Minor/Major
6	Influence clients and staff for personal gains.	Minor/Major
7	Disclose information to an inappropriate person or audience/platform/forum.	Minor/Major
8	Use official information for personal gains.	Major
9	Support or conceal information related to corrupt practices.	Major
10	Failure to declare conflict of interest which results in major implications for the agency.	Major
11	Failure to declare conflict of interest.	Minor
12	Make fictitious claims or incur expenses such as travel and subsistence payments, either by themselves or by staff unjustified reporting to them.	Major
13	Non-Compliance with Procurement Rules	Minor/Major
14	Execution of substandard works.	Minor/Major
15	Unauthorized absence during working hours or on any scheduled day of work, including a pattern of frequent lateness for duty.	Minor/Major
16	Steal or vandalize office properties. (This can include deliberate or wilful damage to property or gross negligence that can result in substantial loss or damage to Government property).	Major
17	Acts of violence including the physical assault against a fellow employee or client.	Major
18	Indulge in gambling or imbibing intoxicating substances like consuming drugs, alcoholic drinks during office hours.	Minor/Major

19	Habitual Drunkenness/Compulsive drinker/substance abuser.	Major
20	Gross uneconomical usage of properties.	Minor/Major
21	Intentionally mislead by giving false, fib or an omission/commission of part or whole of information.	Minor/Major
22	Unjustified hiring of properties from others/Irregular hiring of properties to others. (unauthorized issue of materials, Payment of hiring charges at higher rates and short/non-collection of hiring charges)	Major
23	Underutilization of equipment (a situation of not utilizing equipment or resources to the fullest capacity or kept idle after procurement causing financial implication to the Government)	Major
24	Gross Neglect of Duty.	Major

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. **“Ad hoc offer”** means any bilateral or multilateral training offer, either partially or fully funded by donors.
4. **“Adjunct faculty”** means the faculty members from Departments where there are no fulltime residents but are involved in various stages of residency programme as per the curriculum and also internship programme for FoPGM. The faculty members involved in mentoring and guiding the MBBS students during their clinical posting (FoUGM). The faculty members from clinical departments who are involved in guiding, mentoring, monitoring and supervising trainees during their clinical posting at respective departments and those who are involved in teaching as and when required as per the module for FNPH. The faculty members from clinical departments of NTMH, who are involved in teaching as and when required as per the module for FoTM.
5. **“Affiliated Institutes”** means Private Institutes affiliated to the University.
6. **“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.
7. **“Appointment”** means appointment of employees to established post under the University in accordance to this regulation and approved by Council.
8. **“Apolitical”** means not linked with political parties or engaged in any political activities.
9. **“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.
10. **“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.
11. **“Basic Pay”** means the remuneration fixed on a time scale.
12. **“Code of Conduct”** means the code of conduct and values set out in the Condition of Services of the University.
13. **“Condition of Services” (CoS)** means those rules and regulations prescribed by the Governing Council per the KGUMSB Act 2012.
14. **“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.
15. **“Contract employee”** means an employee recruited on a particular term and need basis for a specific period.

16. **“Contract Renewal”** means the process of revising the terms and conditions of a contract based on the merit of the contract personnel and the need for his service.
17. **“Conviction”** means when an employee is found guilty of a criminal offense.
18. **“Constituent Faculty”** means Government Institutes under the University.
19. **“Cooling off period”** means the length of time a politician must complete before he becomes eligible for any form of employment in the University.
20. **“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.
21. **“Corruption”** means as defined in the Anti-Corruption Act of Bhutan.
22. **“Core faculty”** mean the faculty members serving the Department with a full-time PG residency program for the Faculty of Postgraduate Medicine (FoPGM). The faculty members are involved in teaching the MBBS students during their clinical posting (FoUGM). The faculty members from the clinical department who are involved in full time teaching (classroom teaching & clinical supervision) for various Certificate, Diploma, Undergraduate and Postgraduate programs for Faculty of Nursing and Public Health (FNPH). The faculty members from the clinical department of National Traditional Medicine Hospital (NTMH), who are involved in full time teaching (classroom teaching & clinical supervision) for Certificate, Diploma, Undergraduate program and Postgraduate Program for Faculty of Traditional Medicine (FoTM).
23. **“Council”** means the Governing Council of the University.
24. **“Criminal Offence”** means an offence as defined by the penal court of Bhutan.
25. **“Daily Allowance (DA)”** means the allowance payable per day to an employee during in-country official tour/travel.
26. **“Daily Subsistence Allowance (DSA)”** means the allowance per day payable to an employee during short term training and ex country official tour or travel.
27. **“Direct Dependent”** means the member’s biological parents, legally wedded spouse, the spouse’s biological parents and children (including legally adopted).
28. **“Driglam Namzhag”** means values of the Tha Damtsi, Ley Jumdrey, etiquettes and conscious persuade of harmonious living.
29. **“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.
30. **“Employee”** means a person employed by the University as regular, contract, secondment or temporary.
31. **“Employee Member”** means a permanent full-time or part-time employee member appointed to the University in terms of this Condition of Services.
32. **“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.

33. “**Executive**” means Head of University, Faculty the purpose of the Performance Appraisal System.
34. “**Family**” means a member consisting of a legally wedded spouse and children.
35. “**Felony**” means a serious crime as defined in the Penal Code of Bhutan.
36. “**Force Majeure**” means an event or effect that can be neither anticipated nor controlled.
37. “**Full time faculty**” means those who devote their primary activities to academic pursuits, which include teaching, research, and/or the delivery of health services.
38. “**Full time on campus**” means full-time LTT is one which meets the requirement of minimum contact hours on campus; is recognized by a competent authority; and allows one to be relieved from office for the entire duration of study leave
39. “**Governing Council**” refers to the Governing Council of the KGUMSB.
40. “**Government**” means the Royal Government of Bhutan.
41. “**Government-owned agencies**” means an organization fully or partly owned by the government
42. “**Grievance**” means any dissatisfaction or sense of injustice, or unfairness felt by an employee member in connection with a work or employment situation that is brought to the attention of the person(s) in charge of an aggrieved employee member.
43. “**Gross pay**” means basic salary plus allowances.
44. “**Guest faculty**”: educators or experts who are invited to teach or present at the university for a short duration.
45. “**Guest Lecturer**” means an expert or professional invited to deliver a lecture or presentation on a specific topic at the university for an event.
46. “**Head**” means Dean of the Faculties, the President of the University.
47. “**HR Actions**” means any action taken on an employee about recruitment, appointment, staffing, training, transfers, promotion, secondment, separation, administrative discipline, etc.
48. “**HR Audit**” means the 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.
49. “**Immediate family**” means the parents, spouse, spouse parents, siblings and children of the employee of KGUMSB.
50. “**International Faculty**” means educators or academic staff from other countries who are employed by the University
51. “**Job Exchange**” means a temporary arrangement where employees from different organizations, departments, or locations swap roles for a set period.
52. “**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.

53. **“Ley Jumdey”** means the cause-and-effect relationships.
54. **“Major Penalty”** means the withholding of annual increments, reduction of salary, withholding of promotion/demotion, compulsory retirement or termination from the service.
55. **“Medical Education”** means formal or informal public health, nursing, medicine, and all other health related education.
56. **“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-branded positions.
57. **“Minimum Qualifications Requirement”** means the specific minimum level of qualification and training required to function effectively within a position.
58. **“Minor Penalty”** means the reprimand, fine of an amount not exceeding one month's salary or withholding of trainings/studies.
59. **“Misdemeanour”** means the same as defined in the Penal Code of Bhutan.
60. **“Mixed mode”** means a Mixed mode course is an arrangement for availing in-country award-bearing programs, by attending the course on and off campus.
61. **“NGO”** means Non-Government Organization.
62. **“Oath of Allegiance and Confidentiality”** means the execution of a pledge of service and adherence to the Code of Conduct & Ethics.
63. **“Office of the President”** means the offices under the President (Department of Academic Affairs, Department of Planning and Strategic Development; Medical Education, Research, Innovation and Training, Bhutan Health Journal, Center for Simulation Based Training)
64. **“Open Scholarship”** means a scholarship that does not imply the RGoB either in terms of number or funding.
65. **“Organizational Development”** means the 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.
66. **“Orientation Programme”** means the familiarization of an employee in terms of the organization’s policies, values, mandates, work culture, plans, programs, positions, duties & responsibilities, job descriptions, CoS, Financial Rules and other expectations of the organization
67. **“Part-time class”** means arrangements for availing in-country programs which are attended after the office hours.
68. **“PDP”** means Professional Development Programmes.
69. **“Peer”** means the employee under similar position level.

70. **“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.
71. **“Performance Evaluation”** means both appraisal of performance and assessment of individual capacity/potential.
72. **“PhD”** means the degree equal to Medical Doctor and Medical Specialist.
73. **“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.
74. **“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.
75. **“Postgraduate medical qualification”** means courses after undergraduate programs in all medical and health related fields.
76. **“Professional”** means an employee belonging to scientific & technical in nature or legal field.
77. **“Promotion”** means vertical movement in an employee’s career to fill in a higher-position vacancy with a new position title and corresponding pay.
78. **“RGoB Scholarship”** means a scholarship that is given to the RGoB in the form of slots/quota or funding/project.
79. **“Regular employee”**: Employees holding a job where employment is expected to continue on an ongoing basis.
80. **“Royal Government”** means the Legislature, the Executive and the Judiciary.
81. **“Rule”** means the Bhutan Civil Service Rules & Regulations 2010.
82. **“Scholarship”** means the funds provided by both the RGoB and donors.
83. **“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.
84. **“Secretariat”** means the Secretariat of the Khesar Gyalpo University of Medical Sciences of Bhutan”.
85. **“Short- term training”** means any training more than 5 working days but less than 6 months.
86. **“Skill”** means an employee’s ability to carry out the tasks, duties and responsibilities of a given position.
87. **“Society”** means has the same meaning as in the Civil Society Organization Act.
88. **“Special Contract”**: Highly specialized professionals/executives/professionals/experts recruited from outside the public service determined in consultation with the Ministry of Finance and upon approval of the Government

89. **“Subordinate”** means the employees who are in lower rank or position of the person concerned.
90. **“Subpoena Duces Tecum”** means a subpoena ordering the witness to appear and to bring specified documents, records or things.
91. **“Subpoena”** means a written order commanding a person to appear before a court or other tribunal, subject to a penalty for failing to comply.
92. **“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.
93. **“Temporary Employee”** means employee employed for period of time under specific terms and conditions.
94. **“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.
95. **“Tha Damtsi”** means the duties one owes to another derived from good faith, trust, confidence, candour and moral obligations.
96. **“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.
97. **“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”.
98. **“Transit Halt”** means a halt in a place/airport for less than eight hours while on official tour/training ex-country.
99. **“Travel Rate”** means the stipend rate for the first month of the scholarship spent in one location as approved by the Government.
100. **“Travelling Allowance (TA)”** means the allowance payable to an employee to compensate for the cost of travelling during an in-country official tour.
101. **“Tsa-Wa-Sum”** means the King, Country and People.
102. **“University”** means the Office of the President, Constituent Faculties, Medical Education Center for Research, Innovation and Training.
103. **“Vacancy”** means an approved position that is currently vacant.
104. **“Voluntary Resignation”** means the resignation as per one's own free will and desire with post-service benefits.
105. **“Visiting Faculty”** means those Faculty members who 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.

106. **“Visiting National Faculty”** means academic professionals from within the country who are invited to teach at the university temporarily.
107. **“Visiting International Faculty”** means academic professionals from a foreign country who are invited to teach at the university temporarily.



Khesar Gyalpo University of Medical Sciences of Bhutan
Thimphu