



Policy on Lien

(for faculty members)

Lien is a privilege of a regular faculty to retain their post in TERI SAS while they are on a salaried employment at another organisation/institution/university of repute, or on the roles of another organisation/institution/university of eminence through a contract. During a given period of Lien, the faculty can be engaged with only one such organisation/institution/university etc.

The following terms shall be applicable:

All regular faculty who has successfully completed their probation and have completed two years of continuous service not including 'sabbatical leave' or 'Leave Without Pay/extraordinary leave' are eligible to apply for Lien. The period under probation shall be included in the continuous service.

The period of Lien cannot end on a date beyond the duration of the appointment under the existing 'Contract of Employment' between the faculty member and TERI SAS. In case it exceeds, a fresh 'Contract of Employment' may be signed at the discretion of TERI SAS such that the period of lien is within the period of contract.

Prior written sanction of the authorities concerned is to be obtained before proceeding on Lien and also for any subsequent extension. All applications to proceed on Lien shall be made to the respective Head of the Department/Centre on whose approval it shall be forwarded to the Dean (Academics). On approval by the Dean (Academics), it shall be submitted to the Vice-Chancellor for the final approval. It shall thereafter be reported to the Board of Management. All applications for extension shall also follow the same procedure. Applications from the Heads of Department/Centre and Dean (Academics) shall be submitted to next authority in the above said hierarchy.

Not more than ten percentage of the total number of regular faculty of TERI SAS may be permitted to proceed on Lien simultaneously. However, exceptions can be made

in appropriate cases by the Vice-Chancellor in consultation with the Dean (Academics) and the concerned Head of the Department/Centre.

Generally, Lien may be granted for a maximum duration of one year in the first instance which may be extended for a further maximum period of another year.

A regular faculty who rejoins TERI SAS after a Lien shall be eligible for another Lien only after a duration of five years of continuous service at TERI SAS without taking ‘sabbatical leave’ or ‘Leave without pay/extraordinary leave’. However, this will not be applicable to tenure posts.

During the period of Lien, the employee shall be ‘deemed to be in employment’ and the period shall be counted for seniority and there will be no-break in service. The employee shall be entitled to all the Increments for the period of Lien upon his/her rejoining. However, no casual/earned leave/provident fund/LTC entitlement /Gratuity will accrue during the period of Lien.

During the period of Lien, the employee should continue to be the supervisors of PhD/Master’s thesis and investigators of research projects that are sanctioned against their name before proceeding for lien.

On the termination of Lien, the employee shall re-join in the same academic rank that he/she was holding before proceeding for Lien. However, he/she shall have no claim on positions such as Head of Department/Centre, Dean, Programme Coordinator, and other such positions or membership in any Committees/Board that he/she was holding before proceeding on Lien, upon his/her re-joining.

Employees proceeding on Lien shall comply with the requirement of payment of salary in lieu of notice period as stipulated in the terms of appointment, and any bond he/she may have executed. The amount so deposited shall be refunded to the employee upon re-joining TERI SAS and submission of re-joining report through proper channel. In case the employee has sufficient Earned Leave (EL) balance to his/her credit to cover up the notice period requirement as per the terms of appointment, then such deposit is not required. However, if the EL balance covers only a portion of the notice period requirement, then the payment in lieu of notice period shall be calculated proportionately after taking into account the balance of EL available to the employee's credit.

During the period of Lien the employee can retain his/her official e-mail ID. During this period, as per requirement, office space will be provided.

Before proceeding on Lien the employee shall:

- deposit an amount equivalent to 15 days basic salary per year or part thereof for period of Lien with TERI SAS. The amount shall be refunded only if he/she re-joins TERI SAS.
- effectively complete all the pending semester activities and other commitments of urgent nature.
- get a Clearance Certificate.

During the period of Lien, when the employee is in roles of other institution, shall acknowledge TERI SAS in his/her affiliation for all academic and professional activities such as publications, presentations, etc.

An employee against whom a disciplinary proceeding is pending in TERI SAS shall not be permitted to proceed on Lien.

The Lien may be terminated any time by the employee and may re-join TERI SAS after serving a written notice to the Vice Chancellor at least 30 days prior to the intended date of re-joining. The employee shall also submit a relieving certificate issued by the competent authority of his/her employer during the period of lien at the time of re-joining.

Any overstay beyond the approved period of Lien shall be treated as unauthorized absence.