

CONTRACT OF EMPLOYMENT

This Employment Contract is entered into this the ____ day of _____(Month) 2013 (Year).

BY AND BETWEEN

Project Officer/ M.E.O/ HM, School Complex _____
represented by _____ **district** (hereinafter referred to as the **“Employer”** which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors and assigns) of the **ONE PART**.

AND

Sri/Smt./Kum. _____, an Indian resident, residing at _____
_____ (hereinafter referred to as the **“Employee”** which expression shall unless excluded by or repugnant to the context or meaning thereof include his administrators, executors, legal heirs and representatives) of the **OTHER PART**.

(The Employer and the Employee are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**)

WHEREAS

A. Government of India, Ministry of Human Resource Development, New Delhi have introduced a Scheme called “Sarva Shiksha Abhiyan” to achieve Universalisation of Elementary Education. For Implementation of the objectives of SSA, “Andhra Pradesh School Education Society” has been constituted as an autonomous body with Registration No.75 of 2005 under the Andhra Pradesh (Telangana area) Public Societies Registration Act 1350 and later on renamed as “Rajiv Vidya Mission”. The following are the main objectives of Rajiv Vidya Mission:

- a) To provide access to all children up to the age of 14 years.
- b) To enroll and retain all children in regular schools up to the age of 14 years.
- c) To impart Quality Education to the children.

- d) To provide building and infrastructure facility to all the Government and Local Body, Primary, Upper Primary and High Schools.
- e) To implement schemes of SSA, NPEGEL, KGBV and other schemes as entrusted by Government of India / Government of Andhra Pradesh as per the norms, guidelines, instructions issued by the respective Governments from time to time.
- f) To implement “Right of children to free and compulsory Education Act, 2009”.

B. The Employer in order to achieve the above objectives requires the services of the Employee who has requisite knowledge and expertise.

C. Based on the representations and statements of the Employee, the Employer has agreed to appoint the Employee for the rendition of the duties entrusted to him in the order of engagement of his services on the terms and conditions hereinafter appearing in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Employer and the Employee hereby agree as follows:

1. Duration of Agreement

This agreement will be deemed to have come into effect on the ____ day of _____ (month), 2013 (Year), the contract shall initially be for a period of _____ months on temporary basis from the date of commencement of this agreement and Co-terminus with Rajiv Vidya Mission (SSA).

2. Appointment

The Employer, subject to the terms and conditions of this Agreement and based on the representations and warranties of the Employee as contained herein, hereby engages the services of the Employee and the Employee hereby accepts to offer his services as an Employee for rendition of the services to the Employer. The Employee’s job title is _____ and the primary place of

work will be in _____. In addition, the Employee will work at, and travel to, such locations as may be necessary for the proper discharge and fulfillment of the Services.

3. Remuneration, leave and working hours

A consolidated remuneration is fixed as Rs._____ per month without any allowances

- a) The Signatory shall be accorded 15 days Casual Leave in a calendar year. The Signatory is not eligible for any other kind of leave.
- b) Working hours shall be those applying to the project/activity to which the Signatory is assigned.
- c) The employee is not entitled for any remuneration for the period not attended to duty.

4. Status of Signatory

The Signatory shall have the status of a temporary contractual employee and shall not be considered in any respect as a regular staff of Rajiv Vidya Mission (SSA). The Signatory is subject to Income Tax laws as applicable with the duration of the contract.

5. Rights and Obligations of the Signatory

The rights and obligations of the Signatory are strictly limited to the terms and conditions of this contract. Accordingly, the Signatory shall not be entitled to any benefit, payment, subsidy, compensation or any other benefits, except as expressly provided in this contract.

- i) The individual should attend the work as per the job chart prescribed by State Project Director, Rajiv Vidya Mission.

- ii) The individual should collect all statistical data pertaining to their sector and to update it from time to time and should be able to submit the same to higher authorities whenever required.
- iii) The individual shall under take field visits as and when required.
- iv) The individual should be available during all the working days of the Govt. during office hours. In addition he should be available whenever his services are required on holidays/ after office hours due to urgent works.
- v) The individual should get prepared with relevant information/ records for review meetings, seminars conferences, workshops and group discussions including report writings, preparation of project report, documentation work etc., whenever they are conducted by the Authority.
- vi) The individual shall attend to such other duties entrusted by the Collector & Chairman, Rajiv Vidya Mission (SSA), _____ and the Project Officer, Rajiv Vidya Mission (SSA), _____ from time to time.

6. Rescission

Either party may rescind this agreement at any time by giving the other party at least 30 calendar days notice in writing of its intention to do so. However, Rajiv Vidya Mission (SSA) will terminate the services of the Signatory involved in disciplinary cases and in criminal cases immediately if proved in departmental enquiries prima facie findings established the irregularities. The State Project Director, Rajiv Vidya Mission (SSA), Andhra Pradesh, Hyderabad is empowered to take necessary appropriate action without giving any notice.

7. Termination

In case of improper conduct and / or unsatisfactory performance by the Signatory, having regard in particular to the Terms and Reference mentioned above, Rajiv Vidya Mission (SSA) shall terminate this agreement without any notice and no compensation shall be payable in such case.

8. Unpublished Information

The Signatory shall exercise the utmost discretion in regard to all matters of official business. He/She shall not communicate to any person any information known to him/her by reason of official position which has not been made public, except on written authorization of the Project Officer, Rajiv Vidya Mission (SSA). At no time

shall he/she in any way use to private advantage information known to him/her by reason of his official person. These obligations do not ease with expiry of this Agreement.

9. Performance of Duties and Standards of Conduct

In the performance of his/her duties under this Agreement, the Signatory shall be exclusively responsible to Rajiv Vidya Mission (SSA) and also institutional Head where Rajiv Vidya Mission (SSA) offices are located.

The Signatory shall not engage in any activity that is contrary or conflict with the purposes / principles or the proper discharge of his/her duties for Rajiv Vidya Mission (SSA). He/She shall avoid any interaction with the Press and in particular any kind of public pronouncement, which may adversely reflect on his integrity, independence or impartiality, which are required in his/her relationship with Rajiv Vidya Mission (SSA). At every step, he/she will act according to the Human & Child Rights regulations and violation of the child rights will be viewed seriously.

Any favour, gift or remuneration from any sources other than Rajiv Vidya Mission (SSA) shall not be accepted by him/her.

10. Release of Remuneration

Remuneration will be released to the Signatory only by Rajiv Vidya Mission (SSA).

UNDERTAKINGS

- (i) The Signatory shall obey the orders and directives issued by Project Officer / Head of institution where he/she is posted and other higher officials of Rajiv Vidya Mission (SSA) from time to time and maintain all records meticulously as required to be maintained in his/her terms of duty and produce them as and when called for inspection and provide requisite data periodically as required by Rajiv Vidya Mission (SSA) or any such officials empowered to know such information.
- (ii) The Signatory shall inform beforehand the concerned officials of Rajiv Vidya Mission (SSA) placed immediately above him/her regarding his/her absence from duty due to any personal reasons and shall inform at least one day prior to availing Casual leave.

- (iii) The Signatory shall use such cordial and pleasant language while interacting with his/her superiors and in any case shall not use arrogant or insubordinate language with his/her compatriots and will maintain extra cautiousness towards punctuality in working place.
- (iv) The Signatory shall be bound by the undertakings mentioned above in this Agreement and understand that any deviation shall immediately render in cancellation of this Contract Service Agreement and result in termination of service without any prior notice and any compensation thereof.

Provided further that in the case of contractual employee defaults the conditions laid down in the service agreement, the Rajiv Vidya Mission (SSA) is entitled to recover damages from the contractual employee. The quantum of damages will be fixed by the Rajiv Vidya Mission (SSA) which will be final.

The place of enforcement of this Bond shall be _____ district.

The Contract/Bond shall in all respects be governed by the laws of Andhra Pradesh for the time, being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of Andhra Pradesh.

Project Officer/M.E.O/ HM,
School Complex _____ District

Signature of the Signatory
(Contractual Employee)