

Agreement

This agreement is made and entered into at Chandigarh, This _____ day of _____ 2009 between Director General School Education cum CEO, Punjab ICT Education Society (PICTES) registered under the Registration of Societies Act 1860 having been registered by the Registrar of Firms and Societies Punjab vide Registration no 237 of 2004-05 at Chandigarh in the State of Punjab (Here in after called the First Party which expression shall, unless excluded by or repugnant to the subject or context, include executers, administrators, successors in office and assigns) of the First part; and _____ having been registered by the officer of _____ (Name and full address of the registering Authority), vide registration no _____ dated _____ at _____ in the State of _____ having office at _____ (Here in after called the Second Party which expression shall, unless excluded by or repugnant to the subject or context, include executers, administrators, successors in office and assigns)

WHEREAS the Second party has offered appointment as computer teacher for an initial period of **One Year**.

Now, THIS AGREEMENT WITNESSED AND AGREED TO BY THE PARTIES AS
HERE IN BELOW:-

That the Second party will be governed by the terms and conditions of the appointment of computer teacher as applicable in Punjab ICT Education Society (PICTES) which are as under:-

- (i) The contract appointment can be terminated at any time (on either side) by giving three months notice or by giving three month's remuneration/ emoluments without assigning any reason or on account of failure to complete the period of contract appointment to the satisfaction of the competent authority of the Society. However, contract appointment can be terminated without any notice in case of unsatisfactory work or in the event of character and antecedents, being reported to be unsatisfactory.
- (ii) Notwithstanding the above, the Society reserves the right at all times to terminate Second Party contract forthwith without notice or payment in lieu of notice by way of punishment for misconduct under the Society's Regulations/instructions etc. issued from time to time hereinafter. In such an event, without prejudice to the Society right at law and/or under other provisions of this letter, the Society shall pay only salary earned by Second Party up to the date of termination. By accepting the above contractual offer with the Society. Second Party expressly authorized the Society to deduct any payment due to

Second Party at any time, including from a termination or severance payment, any amount owed by Second Party to the Society unless otherwise prohibited by law.

- (iii) The offer of appointment does not give Second Party any right for regularization of services. Further, the appointment is non-governmental and as such does not carry the Government scales.
- (iv) The services of the Second Party shall come to an end on the expiry of aforesaid contract period unless extended further by the competent Authority. However, the contract shall be renewed keeping in view the conduct and performance of the second party. No right to hold the post shall be conferred upon Second Party on account of its continuance on the post without any extension by the competent Authority and Second Party can be relieved of its duties at any time thereafter, without giving any prior notice.
- (v) Posting in the school once allotted will not be changed on request of Second Party. However the Society shall have the absolute discretion to make changes in the schools and nature of duties and responsibilities based on its need. The Second Party shall perform any duty assigned to him/her by the Govt./Deptt./PCTES in the public interest failing which disciplinary action will be initiated against him/her for termination of the contract.
- (vi) While working with the First Party, the Second Party will not work and hold any office of profit in any Government, Semi-Government and Private Establishment.
- (vii) The Second Party shall not bring or attempt to bring any political or other influence to bear upon any superior authority to further its interest in respect of matter pertaining to its service under the First Party.
- (viii) The Second Party will have to conform to the rules and regulations, instructions and discipline and conduct prevalent in the Punjab ICT Education Society as well as issued by the First Party from time to time. In case of any mis-conduct or dereliction of duty on the part of Second Party the First Party or any competent authority by way of delegation of powers is competent to impose fine or any other punishment which the First Party would deem fit depending upon the gravity of the mis-conduct or dereliction of duty. Further, in case the work and conduct of Second Party is found not satisfactory /not befitting to the post then the services of the Second Party can be terminated without notice and holding an enquiry.
- (ix) That Second Party will be entitled to avail up to 10 days of all types of leave, including on medical grounds during a year and not more than 3 leaves consecutively, which should be accompanied by the medical certificate from a Medical Officer from the Government recognized Hospital. No other kind of leave will be admissible. However in special circumstances, leave without pay will be granted solely at the discretion of the competent Authority, maximum to the extent of 30 days without remuneration / emoluments. In case of absence without approved leave, it would be deemed that Second Party have voluntarily terminated its contract with a right to the Authority to recover the loss.
- (x) That if any declaration or information furnished by Second Party at the time of applying or joining is found to be false or if Second Party is found to have willfully suppressed

any material information, the Second Party will be liable for removal from service without any notice and also such other action, as the First Party may deem necessary.

- (xi) In case at any time during the service correctness, genuineness and validity of the certificates, degrees and other certificates is found to be incorrect or forged, the services of Second Party shall be considered void abinitio and will be dispensed with without giving any notice and criminal case would be registered against Second Party, besides recovering the entire salary and others emoluments paid to Second Party.
- (xii) The appointment of the Second Party is further subject to being declared medically fit by the Chief Medical Officer/Civil Surgeon of the District concerned, before the Second Party report for duty.
- (xiii) Second Party has to furnish a declaration to the effect that:-
 - (a) Second Party has not more than one living spouse, in case Second Party is married.
 - (b) Second Party will be required to take the prescribed oath of allegiance to the Constitution of India.
 - (c) Second Party will have to abide by the Regulations/ instructions etc. of the Authority as amended from time to time.
 - (d) Second Party has to declare that it has never been convicted for any criminal offence, involving moral turpitude and the Second Party was never dismissed or removed from service of any State Government or of Government of India or of any Public Sector undertaking.
- (xiv) In the event of leaving the services without any notice and on non deposit of amount of remuneration of three months as per the contract, then the amount would be recovered from the dues of the Second party if any. In case, the First Party owes No Dues to the Second party, by filling a civil suit in the court of competent jurisdiction or the remedies available in accordance with law. The cost of litigation shall also be recovered from Second Party being a defaulter.
- (xv) That the jurisdiction of the court in such cases shall be Chandigarh.
- (xvi) That Second Party will not be entitled to any vacations as in the case of State Government schools. During the vacations the services of the Second Party can be utilized in any manner by the department for imparting training in the DIETs, other training institutions and for collecting/analyzing the data required for research etc.
- (xvii) During the course of this contract all inventions, discoveries, novel designs, all writings, programs, designs, art work and other copyright work created by Second Party shall belong to the First Party.
- (xviii) The Second Party will be required to take prior written permission from First Party for further studies. The Second Party shall not become involved or engaged in other activity that conflict with its obligation with First Party. Any contravention of this agreement will lead to termination of services of the Second Party by the First Party without any notice, with no liability on part of First Party for payment of any compensation in lieu of any requirement of notice. Further, such contravention will be deemed as voluntary termination/resignation by Second Party of its services without required notice having been given and the First Party will recover the loss, if any.

- (xix) The Second Party will not be paid any T.A./D.A. for joining the place of posting.
- (xx) Upon termination of contract, Second Party will return to First Party all documents/magnetic/digital media and any other articles and/or copies thereof belonging to First Party, which may be in its possession or within its control.

IN WITNESSES WHEREOF the parties hereto have signed this Agreement in two originals constituting one instrument on the day month and year first above written.

SIGNED AND DELIVERED by the
Within named First PARTY

**Director General School Education –cum-CEO,
Punjab ICT Education Society,
Punjab, Chandigarh**

Witnesses :-

1. _____
(DEO (SE) Concerned)
2. _____
(District Coordinator ICT)

SIGNED AND DELIVERED by the
Within names SECOND PARTY

(Computer Teacher)

Full Name and Address:

Instructions for the Candidates

You are to report for duty for joining to the concerned DEO (SE) along with the following documents:

- 1) An agreement duly executed by you, specimen of agreement attached with offer of appointment letter and the soft copy can be downloaded from the website www.ssapunjab.org .
- 2) Original Certificates along with attested copies
- 3) Proof of having Punjabi passed of matriculation standard.
- 4) Proof of Date of Birth.
- 5) Category to which you belongs (Certificate recently issued by the competent authority to be produced before the committee)
- 6) Latest residence proof (Voter Identity Card, Ration Card, Driving License, Telephone / Electricity Bill, Passport) etc.
- 7) Medical Certificate for fitness, issued by the Chief Medical Officer or Civil Surgeon of the district concerned.