

## **AGREEMENT**

THIS AGREEMENT is made at Raipur, State of Chhattisgarh, India on this [.] day of [.]

### **BETWEEN**

**M/s State Project Livelihood College Society**, which is a Registered Society under the Chhattisgarh Society Registrarian Adhinyam, 1973 [no. 44 of 1973] and the nodal agency for facilitating and guiding the setting up and establishment of Livelihood Colleges in the State of Chhattisgarh and to carry out the implementation of State Project Livelihood College of the Government of Chhattisgarh, having its registered office at Mahila Polytechnic Premises, Byron Bazar, Raipur, hereinafter referred to as "**THE FIRST PARTY**", which expression shall, unless contrary to the context or meaning thereof, include its successor[s]-in-interest, representative[s] and assign[s] and administrators **OF THE ONE PART.**,

### **AND**

**Ms./Mr.** [.] , s/o [.] , aged about [ ] years and residing at [.] hereinafter referred to as "**THE SECOND PARTY**", which expression shall, unless contrary to the context or meaning thereof, include his heirs, successor[s]-in-interest, legal representative[s], assign[s] and administrators **OF THE OTHER PART.**,

WHEREAS THE FIRST PARTY is a Registered Society under the Chhattisgarh Society Registrarian Adhinyam, 1973 and the nodal agency for facilitating and guiding the setting up and establishment of Livelihood Colleges in the State of Chhattisgarh and to carry out the implementation of State Project Livelihood College of the Government of Chhattisgarh, and in

order to carry out its functions, THE FIRST PARTY has to appoint and engage many professionals:

AND WHEREAS, THE FIRST PARTY hereby appoints and engages THE SECOND PARTY as an employee responsible for [ ] and for this purpose THE FIRST PARTY and THE SECOND PARTY enter into this agreement, subject to the conditions and covenant set forth hereinafter:

1. **SCOPE OF EMPLOYMENT:** THE SECOND PARTY is appointed and assigned as an employee of THE FIRST PARTY responsible for [ ], and this responsibility shall include related or incidental activities connected with the appointment and engagement. Further, THE SECOND PARTY shall perform such other functions and discharge such other responsibilities as THE FIRST PARTY may assign from time to time.
2. **TITLE OF THE SECOND PARTY:** THE SECOND PARTY shall carry the title of [ ]. The title may be varied at the instance and discretion of THE FIRST PARTY.
3. **TERM OF SUBSISTENCE OF AGREEMENT:** This agreement shall have a term of subsistence from [ ] to [ ]. The said term of subsistence shall, however, be subject to termination by either party as prescribed in Article 4 hereof. Articles 5, 9, 10, 12, 13, 14, 15 and 17 hereof shall continue to have effect beyond the period of subsistence of this agreement. The term of employment and that of subsistence of this agreement may be extended by a period of up to one year, at the option, discretion and instance of THE FIRST PARTY and subject to acceptance by THE SECOND PARTY of an offer of such extension made by THE FIRST PARTY.
4. **TERMINATION:** THE FIRST PARTY may terminate the agreement without assigning any reasons either through one month's advance written notice to the other party, or by payment of an amount equal to one month's emoluments herein, in lieu of the advance notice. Further, in the event of any default in performance of THE SECOND PARTY, THE FIRST PARTY may terminate the agreement without prior notice or compensation through written communication to THE SECOND PARTY stating the manner in which THE SECOND PARTY has defaulted in performance of obligations hereunder. However, in case of termination arising from default in performance of obligations hereunder, THE SECOND PARTY would be required to complete the charge transfer in the manner provided in Article 5 hereof, failing which THE SECOND PARTY shall be liable as indicated in the said Article. On the other hand, THE SECOND PARTY may terminate the agreement through two month's advance written notice to THE FIRST PARTY and, further, effecting due and proper charge transfer as provided for in Article 5 hereof to the satisfaction of THE FIRST PARTY.
5. **CHARGE TRANSFER:** In the event of termination of the agreement, before the agreement ceases to subsist, THE SECOND PARTY shall transfer the charge in such manner as may be prescribed by THE FIRST PARTY specifically or generally, and including, *inter alia*,
  - (i) surrender, submit and transfer to THE FIRST PARTY all the papers or electronic documents, databases, software, diagrams, currency or other amounts, equipment etc. which is/was or are/were kept in the custody of THE SECOND PARTY in relation to or as an incidence of the employment of THE SECOND PARTY under this agreement, along with a written and signed statement listing the same and obtain a receipt verified by THE FIRST PARTY;

- (ii) make a written and signed Charge Transfer Report indicating the status of various ongoing projects with which THE SECOND PARTY is then associated with and the activities or decisions that may be reasonably expected to be undertaken by THE FIRST PARTY over the next three months; and
- (iii) listing, accounting for and surrendering to THE FIRST PARTY in proper manner all instruments, devices etc., including password[s], mailboxes, identity cards, biometric access right[s], access rights on various computer system[s], credit card[s], debit card[s], smart card[s], digital signature certificate[s] and the like, and any other item or instrument or document that provide THE SECOND PARTY physical or electronic access to the office[s], property, intellectual property, computer systems, databases etc. of THE FIRST PARTY, or being in the care or custody of THE FIRST PARTY or its client[s], and which have been acquired by THE SECOND PARTY in relation to or as an incidence of the employment of THE SECOND PARTY under this agreement,.

In the event of any consequent cost[s], damage[s] or liability arising either from failure to transfer charge as indicated in this article, or from any act of omission or commission for which various liability devolves from THE SECOND PARTY on THE FIRST PARTY under law or under Article 17 hereof, THE SECOND PARTY indemnifies THE FIRST PARTY against the same to compensate any loss suffered by THE FIRST PARTY.

THE SECOND PARTY shall effect the aforesaid Charge Transfer by the date on which the agreement would cease to subsist, either on expiration of its term of subsistence or on expiration of the notice period failing which THE SECOND PARTY shall be liable to pay THE FIRST PARTY a sum equal to two months' emoluments without prejudice to the provisions of the immediately preceding paragraph.

6. **EMOLUMENTS:** During the period of subsistence of this agreement, THE FIRST PARTY shall pay THE SECOND PARTY, by way of entire consideration for the due performance by THE SECOND PARTY of functions, responsibilities and obligations hereunder, total emoluments of **Rs. [ ]** only *per mensem*. The aforesaid emoluments would comprise of salary at the rate of **Rupees [ ]** only *per mensem*, conveyance allowance at the rate of **Rupees [ ]** only *per mensem* and communications allowance at the rate of **Rupees [ ]** only *per mensem*. Conveyance allowance is intended to cover any costs of travel within an area of up to eight kilometres from the Raipur Municipal limits and the Naya Raipur Development Authority area, including travel between the two. Communications allowance is intended to cover any costs of communications, including telephone call charges, email costs, Internet access charges and fax charges from off-office locations, whether within Raipur or elsewhere, as well as charges on establishing and maintaining a mobile phone connection by THE SECOND PARTY. THE SECOND PARTY shall be entitled to receive the aforesaid allowances even during periods of paid leave of absence. Payments shall be subject to deductions as per law for the time being in force. Any financial liability to THE FIRST PARTY arising because of THE SECOND PARTY shall be adjustable from the aforesaid emoluments. Payment of emoluments referred herein shall be subject to the satisfaction of THE FIRST PARTY as to due performance by THE SECOND PARTY of functions, responsibilities and obligations hereunder. THE SECOND PARTY has to deposit minimum 10% of this amount towards social security of her or his family by contributing to the pension scheme of the National Pension System (NPS) or the Life Insurance Pension Scheme or Private Provident Fund (PPF) or details of which have to be submitted to THE FIRST PARTY'.

7. **SECURITY DEPOSIT:** Out of the aforesaid emolument(s), an amount of **Rs. [ ]** only *per mensem*, i.e, 10% of the total emoluments, shall be deducted by THE FIRST PARTY towards Security Deposit for an initial period of [ ] months. For this, a recurring account shall be opened in the bank to be operated under the joint signatures of THE FIRST PARTY and THE SECOND PARTY, before the release of the first month's emoluments of THE SECOND PARTY. After [ ] months, this amount along with interest earned thereon shall be converted into Fixed Deposit and the duration would be same as that of the contract period. In the event of THE SECOND PARTY, opting for employment with any entity other than THE FIRST PARTY during the contract period, THE SECOND PARTY shall be eligible to with receive this amount after clearing all her or his dues with THE FIRST PARTY. Payments shall be subject to deductions as per law for the time being in force. Any financial liability to THE FIRST PARTY arising because of THE SECOND PARTY shall be adjustable from the aforesaid payment(s).
8. **TRAVEL RELATED EXPENSES:** THE SECOND PARTY may be required by THE FIRST PARTY to undertake travel anywhere, for which THE SECOND PARTY shall be reimbursed or issued advance as per the travelling allowance, daily allowance and other rules, norms, policy or procedure adopted by THE FIRST PARTY from time to time.
9. **INTELLECTUAL PROPERTY RIGHTS AND RELATED ISSUES:** Any and all inventions, discoveries, developments, documents, reports, innovations or any other intellectual property conceived by THE SECOND PARTY during the period of the subsistence of this agreement shall be the exclusive property of THE FIRST PARTY, and THE SECOND PARTY shall have no claim in respect of the same. Any and all inventions, discoveries, developments, documents, reports, innovations or any other intellectual property conceived by THE SECOND PARTY prior to the term of this agreement and utilised by him in rendering duties to THE FIRST PARTY are hereby licensed to THE FIRST PARTY for use in its operations without limitation of duration. Such license will be non-exclusive and will be deemed to have been assigned to THE FIRST PARTY by THE SECOND PARTY automatically and without written or explicit communication.
10. **CONFIDENTIALITY:** THE SECOND PARTY acknowledges that during the period of subsistence of this agreement THE SECOND PARTY shall have access to and shall become acquainted with various trade secrets, inventions, innovations, processes, information, records, specifications and other intellectual property owned by or licensed to THE FIRST PARTY and/or used by THE FIRST PARTY in connection with the operation of its business including THE FIRST PARTY's business and product processes, methods, customer lists, accounts and procedures. THE SECOND PARTY agrees not to disclose or discuss any of the aforesaid, whether directly or indirectly, or to use any of these in any manner, either during the period of subsistence of this agreement or at any time thereafter, except as required for due and proper performance of the functions and obligations hereunder and subject to the overall control and direction of THE FIRST PARTY.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original or creative artwork, notebooks, and similar items relating to the business of THE FIRST PARTY that may come into the possession of THE SECOND PARTY, whether prepared by THE SECOND PARTY or not, shall be so possessed only on behalf of THE FIRST PARTY and THE SECOND PARTY shall have no claim to the same. THE SECOND PARTY shall not retain any copies of the aforesaid beyond the period of subsistence of the term of or upon earlier termination of this agreement, or whenever required by THE FIRST

PARTY, THE SECOND PARTY shall forthwith deliver to THE FIRST PARTY all such files, records, documents, specifications, information, and other items etc. in his possession or under his control.

Further, THE SECOND PARTY shall not divulge the contents hereof through any means, whether oral or documentary to anyone at any circumstances without the prior approval of THE FIRST PARTY.

11. **EXCLUSIVE EMPLOYMENT**: During the period of subsistence of this agreement, THE SECOND PARTY shall be the employee of THE FIRST PARTY alone exclusively, and shall not, save with the previous sanction of THE FIRST PARTY, enter into any other employment with any third party, or by herself or himself render professional or consultancy services under contract to any third party, accept any fees for services from any third party, or engage directly or indirectly in any trade or business.
12. **NON-HIRE PROVISION**: For a period of six months from the date when this agreement ceases to subsist, THE SECOND PARTY shall not, directly or indirectly, hire, solicit, or encourage any employee, consultant, or any former employee or former consultant who has left THE FIRST PARTY's employment or contractual engagement.
13. **CONFLICT OF INTEREST AND NON-COMPETE**: During a period of six months from the date on which this agreement ceases to subsist, THE SECOND PARTY shall not enter into employment under or render professional or consultancy services to any natural or legal person, directly or indirectly, with whom, either on the date on which this agreement ceased to subsist or during a period of six months immediately preceding such date, THE FIRST PARTY had a subsisting Memorandum of Understanding or an agreement or contract. Default in observing this Article shall render THE SECOND PARTY liable to THE FIRST PARTY for payment of a penalty equal to the emoluments under Article 6 hereof for a period of six months.
14. **DISPUTES**: In the event of any unresolved dispute, the parties shall submit to arbitration by authority mutually agreed to before instituting any judicial proceedings. Any judicial proceedings may only be instituted before Courts having ordinary jurisdiction to hear matters relating to Raipur city.
15. **NON-ADMISSIBILITY OF CLAIM OR RIGHT TO EMPLOYMENT OR COMPENSATION**: This agreement shall not in any way entitle THE SECOND PARTY to any claim or right for employment beyond the period mutually agreed to, or to any claim or right to employment or any compensation whatsoever from the Government of Chhattisgarh under any circumstances.
16. **CONDUCT**: THE SECOND PARTY agrees to observe the following in respect of her or his conduct:
  - (i) THE SECOND PARTY shall, at all times, maintain absolute integrity and devotion to duty and shall not do anything which is unbecoming of a responsible employee of THE FIRST PARTY.

- (ii) THE SECOND PARTY shall take all possible steps to ensure integrity of, and devotion to duty by, all personnel for the time being under THE SECOND PARTY's control and authority.
- (iii) THE SECOND PARTY shall act in her or his best judgment while performing her or his duties as an employee.
- (iv) THE SECOND PARTY shall not deal with any business matter relating to a private enterprise or any other person if any member of the family or her or his dependent, THE SECOND PARTY is employed with such enterprise. THE SECOND PARTY, immediately upon knowledge that a family member or dependent has undertaken employment with any private enterprise with which THE FIRST PARTY has official dealings, shall intimate the fact with relevant particulars in writing to THE FIRST PARTY, and shall expeditiously provide any information asked by THE FIRST PARTY in this regard. Family, for these purposes, includes the spouse of THE SECOND PARTY, unless legally separated and THE SECOND PARTY's progeny.
- (v) THE SECOND PARTY shall not associate herself or himself with any political party, or any organisation which takes part in politics. THE SECOND PARTY shall not hold an elective office or canvass for a candidate[s] for an elective office in any body, whether incorporated or not.
- (vi) THE SECOND PARTY shall not associate with the management or operations of any media agency or publication.
- (vii) THE SECOND PARTY shall not publish any book or contribute any article to any book or a compilation of articles, including through electronic means, without prior permission in writing from THE FIRST PARTY. THE SECOND PARTY shall not participate in any media broadcast or contribute any article or write any letter to any newspaper or periodical without prior permission in writing from THE FIRST PARTY. However, the forgoing prohibitions regarding publication, contribution etc. shall not apply to purely literary or artistic publication, contribution etc.
- (viii) THE SECOND PARTY shall not, by any means, criticise any act of or to do anything that is capable of embarrassing THE FIRST PARTY or Chhattisgarh Government in media or in public forums.
- (ix) THE SECOND PARTY shall not, except with previous sanction of THE FIRST PARTY, give evidence in connection with any inquiry, other than an inquiry instituted under law; and where such sanction is given, THE SECOND PARTY shall not criticise any act of THE FIRST PARTY while giving evidence. THE SECOND PARTY shall not give publicity to evidence given.
- (x) THE SECOND PARTY shall not accept contributions itself or otherwise associate itself with raising any funds or other collection in cash or in kind in pursuance of any object whatsoever.
- (xi) THE SECOND PARTY shall not, except with previous sanction of THE FIRST PARTY, receive any complimentary or valedictory address or accept any testimonial or attend any meeting or entertainment held in THE SECOND PARTY's honour.

- (xii) THE SECOND PARTY shall not, except in the discharge of official duties, indulge in registration, promotion or management of any bank or other company registered or required to be registered under Companies Act, 2013, or any other law for the time being in force, or of any cooperative society for commercial purposes.
- (xiii) THE SECOND PARTY shall not make any investment which is likely to embarrass or influence THE SECOND PARTY in discharge of her or his duties. THE SECOND PARTY shall not lend to or borrow from private enterprise with which first party had business dealings, or is reasonably likely to have business dealings. THE SECOND PARTY shall not accept any gift, nor allow any person acting on THE SECOND PARTY's behalf to accept any gift, from private enterprises with whom THE FIRST PARTY has, or is reasonably likely to have, business dealings. Further, if any such investment, lending, borrowing or gift is from any private enterprise who subsequently engages in business dealings with THE FIRST PARTY, THE SECOND PARTY shall forthwith report such fact with full particulars as to the transaction and its circumstances and shall expeditiously provide any information asked as well as abide by any instructions given by THE FIRST PARTY in this regard. In addition, THE SECOND PARTY, immediately on knowledge that a member of the family of THE SECOND PARTY or her or his dependent, has been party to any such investment, lending, borrowing or gift with any private enterprise with which THE FIRST PARTY has or is reasonably likely to have business dealings, shall forth with report such investment etc. with full particulars as to its description and circumstance to THE FIRST PARTY, and shall expeditiously provide any information asked by THE FIRST PARTY in this regard. Family, for these purposes, includes the spouse of THE SECOND PARTY, unless legally separated, and THE SECOND PARTY's progeny.
- (xiv) If any doubt arises as to the provisions of this Article, THE FIRST PARTY shall decide the same and the decision of THE FIRST PARTY shall be final.

17. **LIABILITY**: THE SECOND PARTY shall be liable to compensate THE FIRST PARTY for any loss, damage, delay or default in observance of requirements hereunder, howsoever occasioned, for a sum equal in value to either the actual extent of loss or damage sustained by THE FIRST PARTY, or for the expense incurred by THE FIRST PARTY for rectifying the damage, as the case may be; and which of the aforesaid two bases may be used to compute the liability shall be determined by THE FIRST PARTY at its sole instance, option and discretion. THE FIRST PARTY may recover any amount due to such liability through adjustment against the payment of monthly emoluments or by invoking the indemnity bond referred to in Article 2 hereof and which of the aforesaid bases may be used to compute the liability shall be determined by THE FIRST PARTY at its sole instance, option and discretion.
18. **MODIFICATION[S] OR AMENDMENT[S]**: No amendment, change, or modification to this agreement shall be valid unless in writing and signed by the parties hereto.
19. **ENTIRE UNDERSTANDING**: This document constitutes the entire understanding and agreement of the parties, and any and all prior agreement[s], understanding[s], and representation[s] are hereby terminated and cancelled in their entirety and are of no further force and effect.

20. **OTHER RULES:** THE SECOND PARTY hereby agrees to abide by rules regarding work and establishment matters, including leave, office procedure, office timings, dress code, appropriate conduct vis-à-vis members of the opposite sex, language etc. that may be framed by THE FIRST PARTY for its personnel from time to time.

**INDEMNITY BOND:** THE SECOND PARTY agrees to indemnify the first party against all or any loss suffered or that may be suffered (including all or any damages, costs, charges, expenses, actions, causes, suits, proceedings, claims, demands, vicarious liabilities devolving on the second party from the first party, and liabilities incurred by the first party on account of default in due performance of obligations or observance of the terms and conditions of the aforementioned agreement by the second party), that may arise in consequence of any act of commission or omission of the second party, and in consideration whereof the first party has engaged the second party as an employee of the first party. THE SECOND PARTY, accordingly, shall execute an indemnity bond in the form prescribed by THE FIRST PARTY, failing which payment of emoluments, if any, may be withheld.

IN WITNESS WHEREOF THE PARTIES HERE TO SET THEIR HANDS AND SIGN THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED IN THE PRESENCE OF

[ Signature]

[ Signature]

[ Name ]

[Name]

[ Address]

[ Address]

**Executed in the presence of:**

Witness 1:

Witness 2:

[ Signature]

[ Signature]

[ Name ]

[Name]

[ Address]

[ Address]