

## AGREEMENT

### TERMS OF CONTRACT FOR APPOINTMENT AS –DISTRICT PROGRAMME MANAGER (name of the post) AT \_\_\_\_\_ (Name of the district ) UNDER DISTRICT HEALTH SOCIETY

Article of Agreement made this day, the \_\_\_\_\_ between \_\_\_\_\_  
(hereinafter called the Consultant) of the one part and DISTRICT HEALTH SOCIETY  
(hereinafter called the society) of the other part.

Whereas the society has engaged the Consultant as **District Programme Manager** on a contract basis and the Consultant has agreed to serve the Society in that capacity on the terms and conditions hereinafter contained.

NOW THESE PRESENT WITNESS AND THE CONSULTANT hereto respectively agree as follows:

1. The Consultant shall remain in the service of the Society as **District Programme Manager** (name of the post) from \_\_\_\_\_ to \_\_\_\_\_ (hereinafter called 'contractual period') subject to the provision herein contained.
2. The Consultant will be based at \_\_\_\_\_ (Name of the location), Rajasthan. Please note that this is a non-transferable assignment and no request for transfer from one district to other will be considered. However, the Consultant may be required to travel across the State/district as per the directions of the reporting authority.
3. The Consultant will be entitled to a consolidated remuneration (not salary) of Indian Rupees 22,000/- (Rs Twenty Two Thousand Only) per month. This will include all applicable taxes. The society will perform such duties in regard to the deduction of such tax as may be lawfully imposed.
4. The Consultant shall be reporting to **CM&HO**
5. In addition to the consolidated compensation referred to in article (3) herein above, the Consultant shall be entitled to receive such benefits / compensation such as TA/DA allowance while on tour, casual leave, sick leave etc in accordance with the rule of the society.
6. The appointment of the Consultant is purely on a contract basis and the Consultant would not be entitled to any claims, rights, interests or further benefits in terms of regularisation or consideration of further appointment to the said post or any other post under the Society.
7. The Consultant will be responsible for appropriate insurance coverage. He shall indemnify and hold harmless the society against any and all claims, demands and/or judgments of any nature brought against the Society arising out of the services under this agreement the obligation under this paragraph shall survive the termination of this agreement.
8. The Consultant has agreed to perform duties as per the present job description prescribed for the said post under the Society and further agrees to be governed by the Rules of the society in force and such other conditions of service as may be adopted by the society from time to time.

9. All materials produced or acquired under the terms of agreement written, graphic, film, magnetic tape or otherwise shall remain the property of the Society. The Society retains the exclusive right to publish or disseminates reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this execution of its other provisions.
10. The services of the Consultant shall stand automatically terminated at the expiry of the contract period.
11. The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of Project/Programme/Mission stops before the normal date or closes for any reasons whatsoever, agreement shall stand terminated automatically at the end of the month or from the date of such intimation by second party to the first party.
12. Annual Appraisal Report will be prepared by second party which shall also form basis of extensions of agreement period. Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise the consolidated package by an maximum amount not exceeding 10% of preceding year's package amount for the ensuing year only after the approval of the Mission Director.
13. The Consultant will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith.
14. The Consultant will not accept any full-time/part-time employment or engage in any other work, business occupation or pursue any study course without the prior approval of the Society.
15. All manufacturing or construction firms, with which the Consultant might be associated with, will not be eligible to participate in bidding for any good or works resulting from or associated with the project of which this consulting assignment forms a part.
16. All knowledge and information not within the public domain which may be acquired during the carrying out of this agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence and shall not be directly or indirectly disclosed to any person whatsoever except with the Society's written permission.
17. Notwithstanding anything contained herein above, the services of the Consultant may be terminated at any time by the competent authority of the Society if the Consultant is found to be guilty of any insubordination intemperance or other misconduct or of breach of non-performance.
18. This Contract is issued on the understanding that all the information given by the Consultant in his/her application form and during the interviews is correct true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed the society will have the right either to withdraw this letter before Consultant joins or terminate appointment at any time the Consultant has taken up services with the Society without any notice or compensation.

19. Consultants shall have to take prior permission of the Department for applying for alternative assignments/posts. If a Consultant/Manager did not obtain prior permission from the management and apply or serve his services elsewhere, he will not be relieved, till alternate arrangements are made or till two months, whichever is earlier.
20. The contract can be terminated with notice of one month on either side or by depositing/paying one month's package/contract amount in lieu of notice.
21. In case of termination of the services of Manager/Consultant by the Department one month's notice will be given by the Management. However, at its discretion, the Management can give one month's salary in lieu of the notice period.
22. Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred to adjudication in accordance with Indian Arbitration and Conciliation Act 1996.

In witness thereof the Consultant and the authorised signatory of the Society have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
Signed by the Consultant

Name:  
Address:  
Dated:  
Witness-I

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:  
Address:  
Dated

\_\_\_\_\_  
Signed by authorised signatory of the Society

Name:  
Designation in the society:-  
Dated:  
Witness II

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:  
Address:  
Dated

### Medical Certificate

I hereby certify that I have examined \_\_\_\_\_ and cannot discover that she has any disease, constitutional weakness or bodily infirmity. I do not consider this to be a reason for disqualification of the candidate for employment under the office of \_\_\_\_\_

Signature of the candidates Attested \_\_\_\_\_

Left thumb and finger impression of the candidate

Signature of the examining physician \_\_\_\_\_

Registration Number \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Certificate of Character

Certified that Shri/Smt/Kumari ..... has worked with ..... (name of the organization) during ..... to ..... (period) and on the basis of his/her conduct during his/her employment with the organization, I have no hesitation to state that to the best of my knowledge and belief he/she bears reputable character and has no antecedents which render him/her unsuitable for employment

Shri/Smt/Kumari ..... is not related to me.

Place:

Signature:

Date:

Designation: