

AGREEMENT

Agreement is made on ____ day of _____ Two Thousand_____ ARTICLES OF AGREEMENT BETWEEN

Son/Wife/Daughter/ _____ of
Shri/Smt. Atpresent _____ residing at
(hereinafter referred to as party of the first part) and the "The Education Department Chandigarh Administration "(hereinafter referred to as "The Education Department Chandigarh Administration') of the second part.

WHEREAS it has been agreed between the parties that the party of the first part shall be engaged as _____ in the Education Department Chandigarh Administration with effect from for a period of _____ year (s)/month (s) or until further orders on contract basis on the terms and conditions herein contained.

NOW THESE PRESENTS WITNESSES AND THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:-

1. The Education Department Chandigarh Administration has agreed to engage the party of the first part and the party of the first part has agreed to serve the Education Department Chandigarh Administration, as _____ (Designation) in _____ (name of school) of _____ with effect from _____
2. The party of the first part shall submit himself/herself to the orders of the Education Department Chandigarh Administration and of the officers and authorities under whom he/she may from time to time be placed by the Education Department Chandigarh Administration and shall remain in the service subject to the provisions herein contained.
3. The party of the first part shall observe office hours as per the norms of the department/organization in which he/she shall be engaged. Further he/she shall devote his whole time to his duties during the period of contract and shall not accept any other appointment/engagement, paid or otherwise and shall not engage himself/herself in private practice of any kind during the period of contract.
4. The party of the first part shall be paid remuneration as per Instructions issued by Government of India from time to time and adopted by DoP Chandigarh Administration. At present as per Govt. of India memo dated 09.12.2020 adopted by DoP vide memo dated 30.06.2022 is as under:-
6.1 A fixed monthly amount shall be admissible, arrived at by deducting the basic pension from the pay drawn at the time of retirement. The amount of remuneration so fixed shall remain unchanged for the term of the contract. There will be no annual increment/percentage increase during the contract period.
6.3 No increment and Dearness allowance shall be allowed during the term of the contract. Retired teachers will not get remuneration for summer and winter vacations/holidays.
5. The party of the first part shall be entitled for 1.5 days paid leave for each completed month of service. Accumulation of leave beyond a calendar year may not be allowed.
6. The party of the first part shall observe school-working hours as per the norms of this department. Further you will devote your whole time to your duties during the period of contract and shall not accept any other appointment/engagement, paid or otherwise and shall not engage yourself in private practice of any kind during the period of contract.
7. The party of the first part engagement is purely contractual arrangement and party of the first part shall have no right against the post whatsoever and shall not be entitled to any other benefit except salary as mentioned above.
8. The party of the first part shall take classes/period as per workload/norms applicable for regular teacher.
9. The party of the first part shall not be part of the cadre of teachers of the School Education Department, Chandigarh.
10. The services of the party of the first part can be discontinued by Director School Education, Chandigarh Administration at any time, for any reason without giving any notice in this regard;
11. The party of the first part may resign, giving at least one month notice to the Department and failure to do so may result in the salary of the party of the first part being withheld.
12. The engagement of party of the first part shall be initially up to **31.03.2024** or till the post is filled up on regular basis either by direct recruitment or by promotion as the case may be, whichever is earlier. However, the Department reserves the right to extend the period of engagement beyond **31.03.2024** but in no case it shall be **beyond the age of 65 years** of the party of the first part

13. On the joining of teacher on regular basis (through direct recruitment, promotion, deputation etc.), the engagement of the party of the first part in the subject/cadre who is oldest (in age) will be relieved first.
14. If the party of the first part remains absent or on leave for a continuous period of 30 days, his/her contract be terminated.
15. The aforesaid salary shall be paid to the party of the first part for such time as he/she shall serve under this Agreement and actually perform his/her duties commencing from the aforesaid date and ceased on the date of his quitting service or on the date of discharge therefrom or on the expiration of his term of service under this Agreement or on the day of his death, if he shall die whilst in service. He shall not be entitled to any allowances, financial benefits or concessions as admissible to regular Government employees.
16. Notwithstanding anything hereinbefore, if the party of the first part is required to travel in the interest of the public service, he shall be entitled to travelling allowance on the scale provided in the Centre Civil Services Rules (Travelling Allowance Rules), as amended from time to time (which are also applicable to the employees of the Union Territory of Chandigarh) and applicable in the case of corresponding permanent employees of the lowest grade.
17. The engagement of the party of the first part is purely contractual in nature and does not confer upon him/her any right for regularization or permanent absorption in Government service. He/she shall not be entitled to any benefit like leave encashment, Provident Fund, Pension, Gratuity, Medical Allowance, Seniority, Promotion etc. or any other benefits available to the Government employees appointed on regular basis.
18. In respect of any matter relating to the conduct, discipline and other conditions of service except financial benefits and in respect of which no provision has been made in this Agreement, the provisions of the Centre Civil Services Rules, 1965 (Classification Central & Appeal) Rules, 1965 or any other rules made or deemed to be made under article 309 of the Constitution of India, as applicable to the employees of UT Chandigarh shall apply to the party of the first part of the extent to which they are applicable to the service hereby provided for and the decision of the Education Department Chandigarh Administration as to their applicability shall be final.
19. If any declaration given or information furnished by the party of the first part proves to be false or if he/she is found to have willfully suppressed any material information, his/her engagement contract shall be discontinued without any notice and will also be liable for any such other action as the Education Department Chandigarh Administration may deem necessary.
20. The stamp duty payable on this Agreement shall be borne by the Education Department Chandigarh Administration.
21. In case of any ambiguity/dispute/need for clarity, the decision of the Director School Education shall be final and binding on the party of the first part. There shall be no right of appeal for the decision taken.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribe their respective hands and seal, the day and year herein above written.

Executed by Shri/Smt. _____
 At _____
 Name _____
 Designation _____
 Address _____

WITNESSES

1. _____
2. _____

**Executed for and on behalf of the
 Secretary Education, Chandigarh Administration.**
 at _____
 Name _____
 Designation _____
 Address _____

WITNESSES

1. _____
2. _____