

UNDERTAKING

(To be typed on Rs.100/- stamp paper by every project faculty engaged on temporary basis)

SERVICE AGREEMENT FOR SHORT-TERM ENGAGEMENT AS ASSISTANT PROFESSOR

Memorandum of Agreement made this the _____ day
of

_____ Two Thousand _____ and between

_____ (hereinafter called the
Contract Faculty) of the First Part, and the (name of institute-----
-----), being a body corporate of the second part.

AND WHEREAS the College is desirous of availing the contractual services of
Mr/Ms/Dr _____ of the Second Part for
implementation of World Bank assisted project, TEQIP-III, for the period from _____ to
_____ on purely contractual basis for the temporary period and Contract faculty agrees to
provide the services for compensation and otherwise in accordance with the terms and conditions
mentioned of this Agreement, NOW THEREFORE, in consideration of the foregoing, and for other
good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
accepted and agreed to, the College and the Contract faculty, intending to be legally bound, agree
to the terms set forth below:

1. That the College hereby engages Mr/Ms/Dr _____
member of the faculty of the College with effect from the
_____ and the said
_____ hereby
accepts the engagement, and undertakes to take such part in the activities of the College and
perform such duties in the College as may be required by college related to organisation of
instruction, or teaching, or research or the examination of students or their welfare, and
generally to act under the direction of the College.

2. That Contract faculty temporarily shall serve the College for TEQIP-III, World Bank assisted
project, implemented by the party of the first part to this agreement for the period from
..... to and this agreement shall stand terminated by efflux of time
on stipulated date and / or shall be conterminous to the project whichever occurs first. Parties
hereto may, entirely at their discretion and upon mutually agreed terms, enter into new
agreement of service. However, Contract faculty must handover the charge including all
material, equipment, documents and all other assets held by or entrusted to the Contract
faculty during the terms of this/her services by the College with whom such Contract faculty is
deployed under the terms of this agreement and if such handing over / release exceeds the
time specified by the term of this agreement due to unavoidable circumstances on part of the
college, Contract faculty hereby consents to render his/her service till the time of his/her
release and shall be entitled to payment at agreed rate governing this agreement and such date
of release shall be deemed as the governing term of agreement.

3. The Contract faculty undertakes and warrants to perform his/her duties as assigned to him /
her according to the Terms of Reference forming integral part of this agreement during the
terms of this agreement (according to schedule of deliverables as provided by College, if any)
with due diligence and sincerity in utmost truthful manner and to the best of his/her
intelligence, skills and ability and shall at all-time abide by the decision/direction of Competent
Authority of the College so authorized for the purpose and shall be obligated to maintain
cordial relations with the officials / stakeholders of such office / client to which he/she is
deployed / assigned with.

4. The Contract faculty further undertakes and Warrants that he/she shall make all declarations /
furnish documents / give undertakings on his background as required in the most truthful and
authentic manner and abide by such undertakings.

If any information / document furnished or declaration / undertaking given is found false /
incorrect including breach of undertaking so given as terms agreed hereto, the same shall
render him/her liable towards criminal / civil liability for such incorrect / false / perverse
statement / document including termination of his/her services with immediate effect.

5. As approved by the client, the contract faculty shall only be entitled to the consolidated amount
of Rs. 70,000/- (Rupees Seventy Thousand only) per month towards remuneration for the
period. The said remuneration is a consolidated remuneration per month and does not attract
any dearness allowance or any other allowances or perks over and above such specified
remuneration.

Any claim by Contract faculty towards these on any ground will not be entertained and be null
and void, baseless and unenforceable in law. Contract faculty shall be entitled towards

reimbursement of all pre-approved expenses incurred in the performance of his/her duties, upon submission and approval of written statements and receipts from college.

6. The contract faculty agrees that all services will be rendered by him/her on Principal to Principal basis and that this Agreement does not create an employer – employee relationship between the Contract faculty and College. The Contract faculty shall have no right to receive any employee benefits including but not limited to, health and accident insurance, life insurance, sick leave and / or vacation etc. Contract faculty agrees to pay all taxes due in respect of the remuneration and to indemnify the College in the event the College is required to pay any such taxes on behalf of the Contract faculty.
7. The contract faculty warrants ensuring that there will be no infringement of any patent or design rights while being engaged for College project and he shall be fully responsible for consequence / any actions due to any such infringement. Contract faculty shall keep College indemnified at all times and shall bear the losses suffered by College due to default or infidelity or malafide action attributable to him. her during provision of services under this agreement.
8. The payment of taxes including the income tax will be the sole responsibility of Mr/Ms/Dr _____ himself / herself. However, Tax deduction at source will be effected against the payable remuneration at applicable rates as per the prevailing laws, rules and regulations.
9. Contract faculty shall be present / attend the College on all working days as notified by College to which he/she is engaged to accomplish the task assigned as per Terms of Reference. He/she shall strictly confirm to and abide by such hours of work as are notified / reasonably required from time to time. In case of exigencies of work of College, the Contract faculty will have to attend office on weekly off/holidays also which may be compensated by availing leave of absence by Contract faculty subject to the condition that the Contract faculty has rendered his services for minimum six hours on each such weekly off / holidays with approval of Principal/Director of the College in which such extra working day has been served for on weekly off / holiday.
10. Contract faculty may avail leave of absence of and limited upto 5 (five) days for attending development programme / seminars / workshops / self-study in a quarter (Apr-June, July-Sep; Oct-Dec, Jan-Mar) of the financial year and will be free to select any mode of professional development. However, the Contract faculty is obligated to take prior approval of College to whom the Contract faculty is rendering his services for availing leave of absence for the said professional development as referred to herein above. It is clarified that there shall be no financial obligation / implication on the part of College, for the said professional development except for the grant of leave of absence which shall be treated as on duty and shall entitle the Contract faculty for payment of full remuneration for the said permitted and approved leave of absence for the above said purpose.

It is further clarified that any unutilized number of days so permitted to be availed as leave of absence for professional development may be carried forward for use limited to the close of immediately succeeding quarter to the quarter of entitlement beyond which such leave of absence for professional development shall expire.

11. (a) Either party may terminate this agreement by serving one months' notice period or payment of remuneration for one month in lieu thereof to the other party. In case of shorter notice period, the liability will be restricted to the payment for the proportionate period which falls short of notice period.
 - (b) If the Contract faculty voluntarily ceases performing his / her duties, becomes physically or mentally unable to perform his / her duties, or is terminated for cause, then, in each instance, the remuneration shall cease and terminate as of such date. Any termination "for Cause" shall be made in good faith by the Competent Authority of the College.
 - (c) Based on the feedback, the college may terminate this agreement at any time, if it finds that the services rendered by Mr/Ms/Dr _____ are unsatisfactory or if there is any breach of the terms of the agreement. The decision of the Competent Authority of the College as to whether the services rendered by Mr/Ms/Dr _____ in terms of this agreement are un-satisfactory or whether there has been any breach of the terms of the Agreement shall be final and binding on the Contract faculty and the same shall not be subject to challenge.
 - (d) Upon termination under clause 10 (a); 10 (b) or 10 (c) neither party shall have any further obligations under this Agreement, except for the obligations which by their term survive this termination as noted in Clause 05 hereof. Upon termination and, in any case, upon the College's request, the Contract faculty shall return immediately to the College, all confidential information including copies thereof entrusted to him/her and/or held under his/her charge possession.
12. It is expected that the Contract faculty, shall at all times during the performance of his/her service for the College under the term of this agreement, conduct and represent himself/herself in the most truthful manner and shall not indulge in any act of misrepresentation which may be illegal/immoral. Any such action/indulgence on part of Contract faculty will be construed as misconduct resulting in material breach of this agreement and suitable action as deemed fit including termination, may be taken against the Contract faculty.
 13. That the Contract faculty has read the terms and conditions mentioned in the appointment letter are acceptable to him.
 14. That services of Contract faculty are not transferable to any other institute.
 15. That engagement shall depend on his/ her satisfactory performance in academic and administrative assignments given during the service. In case the performance is found unsatisfactory, the contractual services shall be removed immediately without giving any notice.
 16. In case of any complaint from the students, the contractual services shall be removed immediately.
 17. That his engagement is on purely temporary and on contract basis, the Contract faculty shall not be entitled for any other benefits of regular/ permanent employee. The contract₄

faculty hereby undertakes not to make any such claim of permanency or regularization and/or a claim to treat him/her for being a regular employee.

18. That in addition to his/her academic assignments, the Contract faculty has to perform other duties and activities assigned by Head of the Department and Principal/Director from time to time.
19. Notwithstanding anything contained herein above, the contractual services of the Contract faculty may be removed at any time by the institute if the candidate is found to be guilty of any insubordination, intemperance or other misconduct or any breach or nonperformance.
20. That the Contract faculty shall devote his whole-time to the service of the College and shall not, without the written permission of the College, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or other work to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examination of Universities or learned bodies or public service commissions, or to any literary work or publication or radio talk or extension lectures, or, with the permission of the Principal, to any other academic work.

In witness where of the parties here to affix their hands and stamp.

Signature:

Designation:

In the presence of:

1. Name and Signature

2. Name and Signature

Signed and sealed on behalf of the College under the authority of the Principal by:

Signature:

Designation:

Seen

Director/Principal