

Agreement

An agreement made on date _____ at _____ a.m / p.m between _____, Address _____, Distt. _____ herein after known as the first Party and the Governing Body of Aklia Educational and Research Society, Aklia Kalan, District-Bathinda through its President /Chairman, hereinafter known as the second party. Where as the second party has engaged the first Party to serve Aklia Education & Research Society Group of Institution, Aklia Kalan, District-Bathinda as (Director/ Associate Prof. / Asst.Prof.,) to the terms and conditions hereinafter set out:

1. That this agreement shall take effect and commence from the _____ and shall be determinable as hereinafter provided.
2. That the First Party is employed as Director/ Associate Prof./ Asst.Prof., (Designation of the employee) on regular/fulltime (whichever is applicable) The First Party will deposit the amount equal to his/her one month salary before joining the institution as a refundable security returnable after three months from the date of leaving the college and after completion all the formalities.
3. The salary will be increased (increment is fixed as per the designation) as an annual increment, every year on the date of completing every one year. Continuity of annual increment depends upon your conduct, work and financial position of the institution which shall be calculated by your appointing authority and may be stopped at any time without showing any reason.
4. The second party shall have the right to transfer the first party to its other institute in the same assignment; provided it does not adversely affect his emoluments and further prospects..
5. That the first party shall subscribe to and be entitled to the benefits as per the norms of the Society. Except in case where the first party is employed in a temporary vacancy up to the beginning of the long vacation, the First party shall be entitled to the full summer vacation salary; provided he/she has continuously worked for nine months. Immediately before and up to the commencement of the summer vacation.
6. The first party shall be entitled for leaves in accordance with rules laid down by Management of the college.
7. That the first party shall not be required to teach for more periods than laid down in the College Calendar. Apart from such co-curricular activities as may be assigned by the second party through the principal of the college. The First party will not be compensated in any way of the days of co-curricular, which may occur in holidays. In special cases, and in the interest of the College, any holiday may be cancelled or any working day may be treated as holiday and the routine times may be increased or decreased. However, If the first party has given some extra teaching work for a fortnight or some period he/she shall not be paid proportionately for that.
8. That the first party shall be paid his/her salary regularly but in no case later than the tenth day of calendar month, following the month for which his salary is due.
9. That the first party shall not take part in any activity, which in a judgment of the principal is calculated.
 - a) That the First Party shall devote his/her whole time to the duties of his appointment, and shall not engage, directly or indirectly in any trade, occupation or business, whatsoever, or without the sanction, in writing of the Second Party, engage himself or take any part in any private tuition work or take up any occupation, whatsoever, directly or indirectly, which in the opinion of the Second Party, is likely to interfere with the duties of his/her appointment.
10. The First Party shall at all times maintain absolute integrity and devotion to duty. The First Party shall not take any part in subscribe to or assist, in any way, any movement which tends to promote feelings of hatred or enmity between different classes or subjects of the Indian Union, or disturb public peace.
11. That the First Party shall not stand for election or Parliament/ State Legislature/ Local Bodies, without the prior permission of the Managing Committee.
12. That the First Party shall not, except with the previous permission of the managing committee, own wholly or in part or conduct or participate in editing or managing of any newspaper or any periodical.

13. That the First Party shall not publish in any document anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or express an opinion involving adverse criticism of the actions and policy of the Managing Committee of his/her college.
14. The First Party shall not, except in accordance with any general or special order of the Managing Committee or in the performance, in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any employee or to any other person, to whom, he is not authorized to communicate such document or information. In general, the first party must not furnish any type of information regarding the College directly or indirectly to any person.
15. That the First Party shall not write a guide or a help-book or cheap notes, and shall follow the procedure laid down by the University in case he/she intends to publish any book.
16. That the First Party shall so manage his/her private affairs as to avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings for insolvency shall forth with report the full facts to the principal of the college.
17. That the First Party shall not bring or attempt to bring outside influence to bear upon the authorities of his/her college to further his interest in respect of matters pertaining to his service in the college.
18. That the First Party shall not be a member representative or office – bearer of any association representing or purporting to represent teachers or any class of teaching profession, unless such association satisfies the following conditions:
 - (a) Membership is confined to teacher or a distinct class of teacher and it is open to all such employees or class of employees as the case may be;
 - (b) It is not in any way connected with any political party or organization or does not engage in any political activity.
19. That the first Party shall not apply for any other job, post, or scholarship without the previous sanction of the Principal of his college or in case of the principal without the previous sanction of the Managing Committee.
20. That the first party shall not absent from duties without having obtained the permission of the principal or in the case of principal, of the Managing Committee. Leave in all cases must be applied for and got sanctioned before it is taken, otherwise apart from other proceedings, half day salary per one absent day may be deducted from the salary.
21. That the second party if not satisfied with the work and conduct of the first Party, is entitled summarily to terminate the engagement of the first Party, after giving three months' notice in writing or on payment; of three month's salary in lieu of the said notice .The Second Party need not to give any type of written show cause notice.
- 22 That the first Party may, if he/she so wishes, terminate his/her engagement with the second party by giving the three months notice in writing or pay the second party a sum equivalent to three month's salary in lieu thereof. Though the period (from the date of joining to the date of notice issued) is less than three months, the date of joining is immaterial.
- 23 The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by Akliia Edu. & Research Society.
- 24 On the termination of this agreement from whatever the cause may be , the first party shall deliver to the second party, all books apparatus, records, and other articles belonging to the said college or to the second party or to the university, as may be in his possession or charge.
- 25 If the First Party is disobeying the orders of his/her seniors or deliberately delaying the work without any reasonable cause or don't dispose of the documents as per norms or his/her act becomes inconvenient to students, their parents, their colleagues or their seniors, he/she is liable to bear the penalty up to Rs. 15000-00.
- 26 That any type of litigation arises between the parties, Arbitrator with the consent of both parties will be appointed and its decision will be final and both the parties are bound to accept it. The First Party will make an application to appoint an arbitrator.

27 If any type of loss by way of theft, embezzlement, Misappropriation etc. occurs due to the negligence or deliberately as calculated by the First party or by the Court, the First party is liable to pay the said amount with ten percent penal amount. The First Party will deposit the said amount with the College or may be deducted from the security already deposited by the first party. If the First party does not deposit the required amount with the College within specified time then the First Party has to bear all the cost of legal proceedings. The jurisdiction of legal proceedings for any litigation will be district Bathinda.

28 The agreement executed on dated nil is null and void as into and all the terms and conditions of this agreement will be applicable instead of the contents of any agreement, appointment letter or any other document executed before this agreement.

PARTY NO-1

PARTY NO-2

Witness 1

Witness 2