

APPENDIX  
Form of Agreement of Service for Teachers

An Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between Shri \_\_\_\_\_ (hereinafter called the teacher) of the first part and the Governing Body of the \_\_\_\_\_ College (hereinafter called the Governing Body), acting through its Chairman/Secretary of the second part.

Whereas the Governing Body has appointed Shri \_\_\_\_\_ as a member of the Teaching Staff of the \_\_\_\_\_ College upon the terms and conditions hereinafter set out and as provided in the College Code Statute. Now this agreement witnesses that party of the first part and the Governing Body hereby contract and agree as follows:-

1. That this agreement shall begin from the \_\_\_\_\_ day of \_\_\_\_\_ and shall be determinable as hereinafter provided.
2. That the party of the first part is employed on probation for a period of one year and shall be paid a monthly salary of Rs. \_\_\_\_\_ in the pay scale of Rs. \_\_\_\_\_. The period of probation may be extended by such further period as the party of second part may deem fit, but the total period of probation shall, in no case, exceed two years. The teacher shall be deemed to have been confirmed in his appointment unless not later than one month before the expiration thereof the Governing Body informs him in writing of its intention not to continue him.
3. That on confirmation the Governing Body shall pay to the teacher during the continuance of this engagement salary in the pay scale of Rs. \_\_\_\_\_ and no increment shall be withhold without the approval of the Governing Body.
4. That the teacher shall during the continuance of his engagement be entitled to the benefit of the Provident Fund maintained by the Governing Body in accordance with the provisions laid down in the College code.
5. That the date of birth of the party of the first part is \_\_\_\_\_ and the age of Superannuation will be sixty two years, the actual date of retiring shall be the last day of the academic year in which he attains the age of sixty two years.
6. That the Teacher shall be entitled to leave in accordance with the provisions of the College Code.

That the teacher shall devote his whole time to the service of the College and shall not, without the permission of the Governing Body, engage directly or indirectly in private tuition or any trade or business or other remunerative work which may interfere with the proper discharge of his duties, but this prohibition shall not apply to such benefits as accrue to him as an Examiner or Author of Books or due to his academic achievements.

8. That the party of the first part shall, in addition to the ordinary duties perform such other duties as assigned to him by the Principal of the college in connection with the social, intellectual or athletic activities of the college or examination or administration or the keeping of discipline in the college.
9. That after the confirmation, the services of the party of the first part can be terminated only on the following grounds:-
  - (a) Misconduct including willful neglect of duty;
  - (b) Breach of any of the terms of contract;
  - (c) Physical or mental unfitness;
  - (d) Incompetence
  - (e) Abolition of post.

**Provided that**

- (i) The plea of incompetence shall not be used against the party of the first part after he has served at the party of the second part for two years or more after his confirmation.
  - (ii) The services of the party of the first part shall not be terminated under sub-clause (c) without obtaining a certificate to that effect from a Medical Board to be appointed by the Governing Body.
  - (iii) the services of the party of the first part shall not be terminated on any account without the previous approval of the Executive Council.
10. Except when termination of service has taken place under sub clause (a) or (b) of Statute 9 above neither the party of the first part nor the party of the second part shall terminate this Agreement, except by giving to the other party three month's notice in writing or by paying to the other party a sum equal to three months salary, which the party of the first part is then earning. The period of notice referred to above does not include the summer vacation or any part thereof.
  11. Nothing in this agreement shall affect the right of the party of the first part to apply for referring any difference or dispute arising out of this agreement to the Tribunal constituted under Statute 42 of the College Code.

12. On the termination of this agreement from whatever cause, the teacher shall deliver up to the Governing Body all books, apparatus, records, and such other articles belonging to the College or to the University as may be in his possession.

The Governing Body shall clear the account of the teacher in respect of arrears of salaries, if any, and other dues that may be payable to him from the college within three months of the termination of this Agreement.

Signature ..... Day of ..... 20----

(1) ..... (Party of the first part)

(2) ..... (Party of the second part)

In the presence of

(1) ..... (Witness 1)

(2) ..... (Witness 2)