

UNDERTAKING

(To be printed on Rs.100/- stamp paper by project-related staff engaged on temporary basis for TEQIP III)

SERVICE AGREEMENT FOR TEMPORARY ENGAGEMENT AS PROGRAM MANAGER/ACCOUNT ASSISTANT/OFFICE ASSISTANT/MESSENGER CUM HELPER

Memorandum of Agreement made this the _____ day of _____ Two Thousand Eighteen, Between Mr./Mrs. _____ aged _____ years, resident of _____

_____ (herein after called the “**Temporary staff**”) of the First Part, and

(name of institute), having its address at _____

_____ (herein after referred to as “**The Institute**”) of the Second Part.

WHEREAS:

The Party of the Second Part has been chosen as one of the Institute from the State of _____, which has been identified and selected as one of the 19 Focused States for the purpose of grant of World Bank partly sponsored Project i.e. TEQIP-Phase III, in order to improve the quality of Technical education in the State of _____ in general and the Institute in particular, on various parameters, norms and conditions, including obtaining of Accreditation by the Institute, as laid down in the Project Implementation Plan-June, 2017 and other directives issued by the Ministry of Human Resource Development, Government of India and the National Project Implementation Unit, under whose aegis the entire TEQIP- Phase III project is being implemented.

The National Project Implementation Unit is a Public Body constituted by the Ministry of Human Resource Development, Government of India for overseeing the implementation of TEQIP Project across various focused States identified by the Government of India in consultation with the World Bank.

The Institute is required to engage services of requisite number of staff for the purpose of obtaining Accreditation in order to enable it to qualify for seeking aid under TEQIP Project – Phase III from the World Bank. Thus, the engagement of service by the Institute is purely project-related arrangement and does not constitute any kind of employment or creation of additional posts and/or engagement on any post, existing or otherwise, by the Institute.

The Institute has conducted selection process for appointing staff members and availing of their services for activities of TEQIP-III in the Institute for a temporary period and/or until completion of the TEQIP-III Project.

AND WHEREAS the Institute is desirous of availing the services of Mr/Ms _____ of the First Part for the purpose of achieving the requisite number of office staff members required by the Institute for obtaining Accreditation from National Body of Accreditation for a temporary period and for such compensation and on such terms and conditions, which are more particularly set out here under.

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 Institute and the Temporary staff, intending to be legally bound themselves, agree to the terms set forth below:

1. That the Institute hereby engages Mr/Ms _____ member of the project related-staff of the Institute with effect from _____ (*the date of joining*) to /03/2020 or till the project TEQIP-III and the said Mr/Ms _____

_____ hereby accepts the engagement, and undertakes to take such part in the activities of the Institute and perform such duties in the Institute as may be required by Institute related to organization of instruction, TEQIP-III related activities and generally to act under the direction of the Institute.

2. Subject to clause-3, the staff shall serve the Institute temporarily for TEQIP-III, World Bank assisted project, implemented by the party of the Second Part to this agreement for the period from ___ _____ (*the date of joining*) to **03 /2020 or till the project TEQIP-III whichever is earlier** and this agreement shall stand terminated by efflux of time on stipulated date and / or shall be co-terminus to the project whichever occurs first. Upon termination of services either by efflux of time or early determination of the project, the Temporary staff must handover the charge including all material, documents and all other assets held by or entrusted to the Temporary office staff during the terms of his/her services by the Institute with whom such Temporary staff 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 Institute. Temporary staff hereby consents to render his/her service till the time of his/her release and shall be entitled to remuneration at agreed rate governing this agreement and such date of release shall be deemed as the governing term of agreement.
3. The Temporary staff hereby accepts that his/her services are availed by the Institute for the purpose of achieving the requisite number of staff required for achieving Accreditation and which in turn enables the Institute to seek disbursement under TEQIP-III project from the World Bank. Thus, in the event, the Institute, for any reason whatsoever, fails to obtain Accreditation and/or grant under TEQIP-III Project, his services would be liable to be terminated irrespective of any other T&C of this engagement.
4. The Temporary staff 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 Institute, 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 Institute 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.
5. The Temporary staff 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.
6. The Temporary office staff shall only be entitled to the consolidated amount of Rs. _____(Rupees) _____ 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. The Temporary staff 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 to Institute. Any claim by Temporary staff towards these on any other ground will not be entertained and such claim by the staff member would render his services liable for termination.

7. The Temporary staff 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 Temporary staff and Institute. The Temporary staff 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. Temporary staff agrees to pay all taxes due in respect of the remuneration and to indemnify the Institute in the event the Institute is required to pay any such taxes on behalf of the Temporary staff.
8. The Temporary staff warrants ensuring that there will be no infringement of any patent or design rights while being engaged for Institute project and he shall be fully responsible for consequence / any actions due to any such infringement. Temporary staff shall keep Institute indemnified at all times and shall bear the losses suffered by Institute due to default or infidelity or mala fide action attributable to him/her during provision of services under this agreement.
9. The payment of taxes including the income tax will be the sole responsibility of Mr/Ms _____ himself / herself. However, Tax deduction at source will be affected against the payable remuneration at applicable rates as per the prevailing laws, rules and regulations.
10. Temporary staff shall be present / attend the Institute on all working days as notified by Institute 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 Institute, the Temporary office staff will have to attend office on weekly off/holidays also which may be compensated by availing leave of absence by Temporary staff subject to the condition that the Temporary staff has rendered his services for minimum six hours on each such weekly off / holidays with approval of Principal/Director of the Institute in which such extra working day has been served for on weekly off / holiday.
11. Temporary staff 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 Temporary staff is obligated to take prior approval of Institute to whom the Temporary staff 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 Institute, for the said professional development except for the grant of leave of absence which shall be treated as on duty and shall entitle the Temporary staff 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.

12. The Institute may determine the services of the Temporary staff, without giving any reason, prior to the period for which his/her services are availed. Upon termination and, in any case, upon the Institute's request, the Temporary staff shall return immediately to the Institute, all confidential information including copies thereof entrusted to him/her and/or held under his/her charge possession.

13. It is expected that the Temporary staff, shall at all times during the performance of his/her service for the Institute 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.
14. That the Temporary staff has read the terms and conditions mentioned in the appointment letter are acceptable to him and in acknowledgement/ acceptance thereof has put his signature at the bottom of this agreement.
15. That services of Temporary staff are not transferable to any other institute.
16. That the engagement is on purely temporary, the Temporary staff shall not be entitled for any other benefits of regular/ permanent employee. The Temporary staff 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 consequent to this engagement.
17. That in addition to his/her academic assignments, the Temporary staff has to perform other duties and activities assigned by Head of the Department and Principal/Director from time to time.
18. That the Temporary staff shall devote his whole-time to the service of the Institute and shall not, without the written permission of the Institute, 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.

Name & Signature (candidate) :

In the presence of:

1. Name and Signature

2. Name and Signature

(witness 1)

(witness 2)

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

Signature:

Designation:

Seen
Director/Principal