

## AGREEMENT

This agreement is between **National Institute of Electronics and Information Technology (NIELIT), Shimla**, an autonomous scientific society of Department of Electronics & Information Technology, Ministry of Communications and Information Technology, Govt. of India, having its office at Cedarwood Building, Jakhoo, Shimla (herein after called the Centre) which expression shall include its successors and assigns all the persons for the time being in the management of the Centre on the one part and .....**(Name) S/o / D/o** .....  
**R/o**..... **(Address)**  
(Hereinafter called the contractor) on the other part, witnesses as follows:-

Whereas the Centre requires services of contractor for teaching Information Technology subject to the students of ..... **(School Name & Location)**, ..... **(District)**(Hereinafter referred to as services) as per details hereunder.

- To teach the students of the concerned school who have opted above mentioned subject as an optional subject.
- To maintain close coordination with concerned school Principal and Nodal Officer for the successful implementation of IT - Education in the state.
- To resolve the difficulties of the other teaching staff regarding usage of the multimedia educational contents, browsing of internet and also assist in the operation of Computer Hardware available in the school.
- To conduct refresher training to the teachers of concerned school as and when required by the Principal.
- To ensure smooth implementation of the project in concerned area.
- To collect the desired data and reports on time from schools.
- To intimate the Principal regarding non-functioning of hardware/software.

- To provide training to the ministerial staff and concerned school Principal regarding MS office, Internet, software operational in department and the feeding/operation of MIS software to ensure the timely and correct data feeding.

And whereas the contractor is hereby offered contractual employment as **Junior Faculty** w.e.f. 01-April-2016 to 30-June-2016 on the following terms and conditions:-

- 1 He/She will be paid consolidated/lump sum remuneration of ₹6961/- per month (inclusive of all allowances) from the date of assumption of duty. The breakup of lump sum remuneration payable to contractor will be as under:

Basic Pay	5569/-
HRA	835/-
Medical Allowance	557/-
Gross Salary	6961/-
EPF Deduction	668/-
Salary Payable	6293/-

The salary will be paid only on receipt of attendance and funds from the HP Government. There shall be no increase in consolidated emolument during the contract period and the faculty shall not be entitled to any increment or any other allowance etc.

- 2 That the service rendered by contractor on contract basis shall not be counted for any benefits of pension, gratuity etc.
- 3 Academic session, working hours and holidays etc. will be as per norms of the Directorate of Higher Education, Shimla. The deployed faculty will teach the IT subject to the students of government schools of HP as per prescribed syllabus. The Contractor will be entitled to one day's Casual Leave per month which is to be availed within and up to the period of contract. However, the leave shall be availed with prior sanction of the Principal. No other leave, whatsoever, will be admissible.
- 4 That this contractual appointment is co-terminus with the HP School Project and shall stand automatically terminated on completion of the contractual period i.e. 30<sup>th</sup> June, 2016. No formal orders will be issued separately for the same.
- 5 That this contractual employment shall not confer any right in favor of Contractor for claiming regularization of service or any consequential benefits thereof either in NIELIT or Directorate of Higher Education, Shimla.
- 6 That no TA/DA will be paid and the contractor will be required to join at the place of posting at his/her own expense.
- 7 The contractor will be required at all times:
  - To maintain discipline, punctuality and absolute integrity;
  - To maintain devotion to duty;
  - To do nothing which is unbecoming of a member of the staff of an organization or is not in the interest of the organization.
- 8 The contract can be terminated by either at any time without assigning any reason subject to giving 15 days prior notice or payment of an amount equal to 15 days emoluments in lieu of 15 days' notice. However, no notice will be served, in case of any

misconduct on the part of Contractor or breach of any terms and conditions of the contract or in case, it has been found at any stage that the appointment has been procured by Contractor on the basis of wrong facts, information, educational testimonial, age proof etc. and in such an eventuality, Contractor shall not be entitled to raise any claim for the payment/emolument for the period falling short of 15 days.

- 9 The contractual employment is subject to verification of antecedents of the contractor as considered fit by this Centre. An adverse report on his/her character or conduct would render him/her ineligible for the appointment. Services of the contractor would be liable to termination in such an eventuality.
- 10 The decision of the Director In-charge, NIELIT Shimla in all matters relating to this contract shall be final and binding on the Contractor. However, all legal matters relating or concerning this agreement will be subject to the Courts at Shimla under jurisdiction of High Court of Himachal Pradesh at Shimla.
- 11 The contractor undertakes that he/she will take clearance for all things outstanding against his/her name from the Principal of the school. In the event of his/her failure to do so, he/she will be liable to pay all charges including any legal expenses, NIELIT, Shimla makes in getting the recoveries affected.
- 12 During the term of agreement, the contractor shall not incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature.
- 13 The contractor shall devote full duty hours putting best efforts and to the best of his abilities in discharge the assigned duties and responsibilities as and when are assigned by authorities and shall not engage in any other business/job (full time).

SIGNATURE OF CONTRACTOR

..... (Name)

Emp. Code: - H-.....

Designation:

School Name:

For & on behalf of NIELIT

Shimla-171001(HP),

**DIRECTOR INCHARGE**

1. Witness: \_\_\_\_\_  
(Name & Signature)

1. Witness: \_\_\_\_\_  
(On the behalf of NIELIT)