

AGREEMENT

THIS AGREEMENT is made on this the day of between Adarsha Vidyalaya Sangathan, Assam having its Head Office at Kahilipara, Guwahati- 19, represented by its Managing Director, Adarsha Vidyalaya Sangathan, Assam or on his behalf (hereinafter referred to as the First Party).

AND

Sri.....,S/O,
D/O,W/O.....resident.....of
.....,Age.....
.....working as In Adarsha Vidyalaya,
.....District..... (herein after referred to as the Second Party).

WHEREAS pursuant to an advertisement and selection process, the Second Party was selected and offered engagement vide No.datedand thereafter he/she accepted the same.

Now this agreement witnessed and it is hereby agreed by and between the parties as follows:

1. That on the execution of this agreement the Second Party shall act as **Principal/ Post-Graduate Teacher/ Graduate Teacher/ Computer Tutor/ Assistant Teacher** in the **Adarsha Vidyalaya of**under the First party (Adarsha Vidyalaya Sangathan (AVS), Assam) with effect from.....
2. The engagement shall be made purely on contractual basis for a particular period as per AVS, Assam norms. Annual performance appraisal will be conducted every year by AVS, Assam. Extension of service during the contractual period will be based on satisfactory performance appraisal. This contractual engagement will not enable any one to make claim for any sort of regularization or making the engagement permanent under AVS or any other Government Programme/ Project/ Scheme whatsoever.
3. **Continuation of services of teaching fraternity will be allowed till attaining the age of 60 years subject to satisfactory annual performance report and signing of agreement clearly indicating annual appraisal and performance indicators of each incumbent. Their Annual Appraisal will be done during the month of July every year as mentioned by Office Order vide No. AVS/Estt./2022/138 dtd: 17/03/23. Such continuance of services till attaining the age of 60 years shall also be subject to earlier termination due to medical and/or disciplinary grounds.**
4. The Second Party shall remain in contract from the date of signing this Agreement.

- (a) The Second Party shall remain duty-bound to carry out the works assigned by the First Party in accordance with the action-plan of the respective school designed to achieve academic development of each student including remedial teaching strategy set for the current academic year and for all other works assigned by the First Party.

The Second Party shall maintain monthly progress report of students and works in relation to the school and submit it to the Principal concern. The second party will have to reflect their monthly work calendar and progress during their self-appraisal and the First Party shall duly record the self-appraisal report as furnished by the Second Party. The First Party or the Principal of the school shall make proper assessment (month wise) on the performance of the Second Party (all staffs except Principal) and send the report with comment for review of the highest authority i.e. Managing Director.

- (b) The Second Party shall endeavour and strive for contributing towards the fullest achievement in respect to student's academic excellence (qualitative) and to maintain PTR as set forth by the First Party during the period of contract. In case of any shortfall, the Second Party shall be duty bound to give specific reasons/ plausible explanation for the same.
- (c) The Second Party shall keep himself/herself ready to work for extending support to the related activities of academics and co-curricular.

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5. The Second party hereby undertakes not to divulge to any Third Party/Parties business information that he/she may acquire in the course of his/her work under Adarsha Vidyalaya Sangathan, Assam. He/ She shall be entitled remuneration as per notification no. AVS/Recruitment/2022/03/150 dtd: 30th January 2023 for his/her services for the contract period. The claim for any other allowances over and above this shall not be entertained in any case. The payment of taxes including the income tax will be the sole responsibility of Second Party himself/herself as per norms.
6. That during the subsistence of this contract, the Second party shall be subject to all Rules/ Regulations/ Byelaws of the State Office, Adarsha Vidyalaya Sangathan, Assam, for the time being in force including conduct and discipline.
7. During the service under this AGREEMENT, the Second Party shall be liable to disciplinary action in accordance with the Rules and Regulations framed by Adarsha Vidyalaya Sangathan, Assam from time to time even with retrospective effect, for any act of insubordination, intemperance or other misconduct, or the commission of an act, which constitutes a criminal offence or of any breach of the terms of this contract, non-performance of duties or any of the provisions of those present or of any rules pertaining to the conduct of the school.
8. The Second Party will apply himself honestly, diligently and efficiently under the orders and instructions of AVS, Assam, under whom he/ she shall be placed as **Principal/ Post-Graduate Teacher/ Graduate Teacher/ Computer Tutor/ Assistant Teacher** in the school and he/she shall discharge all duties pertaining to that office and/or which are necessary to be done in his capacity as aforesaid and will make himself in all respects, generally as useful as may be required of him and shall always act in paramount interest of the institution.
9. Casual Leave (CL), Medical Leave (ML), Special Leave (SL) and Maternity Leave (MTL) will be entitled as per norms of Adarsha Vidyalayas for all Principal/ Teachers.
10. The Second Party will have to stay and be stationed within a radius of 8 (Eight) kilometres from the school in which the Second Party is required to serve. Violation of this clause will lead to termination of the contract.
11. That during the period of contract, the Second Party shall not indulge in any political activity, directly or indirectly and shall not contribute anything in print/electronic or social media platform which are political, communal or any establishment in nature. However, the Second Party is not debarred from practicing any creative writing in literature and in any other creative and academic fields. The Second Party strictly restrained from undertaking any part-time job/ activity more particularly in the field of journalism. Any violation of the terms and conditions in this clause will be considered as an act of serious misconduct which will lead to termination of contractual service.
12. That any kind of unauthorized absence, staying away from or dereliction of primary and assigned duty of teaching, including attending Court for personal litigation purposes without authorized leave of absence will be treated as a misconduct and may lead to termination of service.
13. The First party may terminate the agreement at any time if it finds that the services rendered by the Second party are unsatisfactory or if there is any breach of the terms of the Agreement. The decision of the Managing Director of the Adarsha Vidyalaya Sangathan, Assam, as to whether the services rendered by Second Party in terms of this Agreement are satisfactory or whether there has been any breach of the terms of the Agreement, shall be final and binding on the Second Party and shall not be subject to challenge.
14. It will be open to either Party to terminate this Agreement by giving a 60 days notice to other Party in writing or by paying two month's remuneration in advance in lieu of notice. But, if First Party has to terminate the Agreement at any time due to misconduct, misreporting or misappropriation of Adarsha Vidyalaya Sangathan, Assam fund or negligence in duty by Second Party, the First Party shall not be liable to pay two month's remuneration in advance in lieu of the above mentioned notice.
15. The Second Party is entitled to avail holidays and leave as applicable to Assam Madhyamik Siksha Abhijan Samiti office. Leave without any previous sanction by the competent authority will tantamount to be negligence of duty.

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16. The Second Party shall not leave the station without having first obtained the written permission of the authorized person of AVS, Assam.
17. During the tenure of contract period, the Second Party will be posted at any place within the State of Assam.
18. The Second Party cannot take up any other activity, which hampers his/her duty assigned by the First Party. The Second Party shall not get involved in any kind of Business/Profession/activity whether profitable or non profitable other than Adarsha Vidyalaya Sangathan, Assam works or works assigned by Managing Director, Adarsha Vidyalaya Sangathan, Assam.
19. The Second Party shall submit himself/ herself during term of his/her contract to the authority of the First Party (Adarsha Vidyalaya Sangathan, Assam) or to such other subordinate authority as may be duly authorised by the State Adarsha Vidyalaya Sangathan, Assam from time to time.
20. The Second Party shall be considered as contractual employee of the First Party under Assam Madhyamik Siksha Abhijan Samiti on contract by virtue of this deed of Agreement for all matters of conduct.
21. In case of any defiant behaviour found during the contract period, the First Party will take appropriate action against the Second Party and decision of Managing Director, Adarsha Vidyalaya Sangathan, Assam regarding amount of punishment shall be final.
22. The Second Party agrees that any dispute arising out of or relating to this contract Agreement including any disciplinary action leading to the dismissal or removal from service or reduction in rank etc. shall be referred to the sole arbitration of the person to be appointed by the First Party.

The Award of the ARBITRATOR shall be final and binding on the parties. The venue of the Arbitration proceedings will be Guwahati.

Any dispute, which cannot be settled by the Arbitration process, is justiciable in the courts within the jurisdiction of Gauhati High Court only.

23. That it is specifically agreed by the Second Party that any service rendered under this Agreement shall not under any circumstances, whatsoever, confer on him/her any legal and/or any other enforceable right to claim for absorption and/or regularization in any regular vacancies and/or contractual vacancies that exist now or to arise in future under Govt. of Assam, Govt. of India or under AVS, Assam or any Project/Scheme/Programme whatsoever.

In witness whereof the Parties hereto have set their respective hands and seals the day, month and year first above written

Witness:

1.

2.

.....
 (First Party)
Managing Director,
 Adarsha Vidyalaya Sangathan, Assam

.....
 (Second Party)
