**AGREEMENT FOR ENGAGEMENT BY CONTRACT**

This agreement is made with effect from........................., at Guwahati

BETWEEN

...........................................S/o .................................... resident of House no-............................................................................................................................................, (here in after referred to as contractual staff) of the 1st party.

AND

The State AYUSH Society, Assam (here in after referred to as the Employer) represented by its Member Secretary of the Executive body of the State AYUSH Society, Assam the 2nd party.

AND

WHERE AS the State AYUSH Society, Assam has engaged 1st party as ...........................on contract basis with effect from ...................and the 1st party has agreed to serve the society in that capacity on the terms and condition herein after contained.

Now, the witness of the agreement and the parties hereto respectively agrees as follows:

1. The 1st party shall remain in the Society as .......................................from the date of service i.e. ....................for a period of one year (herein after called ‘contractual period’) subject to the provisions herein contained.
2. The 1st party shall be paid consolidated monthly remuneration Rs**..............** (Rupees............................................) only per month.
3. The 1st party shall be entitled to avail 12 days Leave in a calendar year on pro-rata basis. Un-availed leave in a calendar year cannot be carried forward to next year.

1. The engagement of the 1st party is purely on contractual basis and would not be entitled to any claims, right, interest or other benefits in terms of regularization or consideration of further engagement to the said post or any other post under the Society.
2. The service of the 1st party shall stand automatically terminated at the expiry of contract period without any notice pay and without any liability on part of the Society to pay any retrenchment or other compensation or other amounts to the party.
3. The 1stparty will have to stay within 2 km. radius of the place of the posting.
4. The performance appraisal of the 1st party will be conducted yearly by the Society for all the contractual employees under NAM, Assam.
5. The contract may be terminated at any time by the 2nd party, if the performance of the 1st party is found to be unsatisfactory or below the minimum expected levels or if the party is found to be guilty of any insubordination, dereliction of duty or any other misconduct. The agreement with the party may also be terminated if the party is found to be absent unauthorised in duty for 7 or more consecutive days.
6. Either of the parties hereto have the right to terminate this Agreement without assigning any reasons, provided that a written notice of one month is given to the other party. Both the parties may, in lieu of the written notice, give the other party a sum equivalent to the amount of his/her salary for one month.
7. Where for the purpose of the implementation of Programme the 1st Party may be required to travel outside place of posting as per direction of the authority. The TA, DA will be eligible as per Govt TA Rules.
8. The 2nd party shall deduct Taxes at source as per Professional Tax /Income Tax wherever applicable as per existing rules, which shall be deposited to the respective Tax authorities from the remuneration of the 1st party.
9. The Tribunals and Courts in Guwahati will have the exclusive jurisdiction in respect of all matters pertaining to contractual agreement between the parties.
10. The Office of the 2nd party will observe the same public holidays, as the Govt. of Assam.

In witness thereof, both the Parties put their respective signature in this agreement in token of having accepted the terms condition set forth above on this days as herein above mentioned in presence of the following witness.

 **For the 1st Party For the 2nd Party**

 Signature: Signature:

Name: Name:

Designation: Designation:

Date: Date:

Phone No: Phone No:

**Witness for the 1st Party Witness for the 2nd Party**

Signature: Signature:

Name: Name:

Designation: Designation:

Date: Date:

Phone No: Phone No