

AGREEMENT

THIS AGREEMENT for service has been made at IIT Kanpur on this the _____th day of _____ (month) of the year _____

BETWEEN

Shri/Km./Smt. _____ (hereinafter called '**the party of the first part**'), (S/o, W/o, D/o) Shri/Km./Smt. _____, aged about _____ years, resident of _____ of the one part;

AND

The Indian Institute of Technology, Kanpur (hereinafter called '**the Institute**'), incorporated under the Institutes of Technology Act, 1961 (Act No. 59 of 1961), as amended by the Institutes of Technology (Amendment) Act, 1963 (Act No. 29 of 1963), through the Dean of Administration, of the other part.

WHEREAS, the Institute has undertaken a project titled _____ (Project No. _____), which is being funded by the Institute. The project is being managed under overall supervision and administration of the Dean of Administration of the Institute. The Project has provision for appointment of a _____ (post) from the funds provided by the sponsoring agency. Accordingly, an advertisement for selection of a suitable candidate in the said project was published vide Advertisement Number _____.

AND WHEREAS, the party of the first part, after having been selected for the post, was offered appointment for the said post vide a letter No. _____ dated _____. A copy of the said letter is placed at **Exhibit-A** to this agreement.

AND WHEREAS, the party of the first part, having understood the offer for appointment to the post of _____, submitted his unqualified acceptance for his appointment to the said post on the terms and conditions as mentioned herein below. A copy of the acceptance signed by the party of the first part is placed at **Exhibit-B** to this letter.

NOW THESE PRESENT WITNESSETH and the parties hereto respectively agree as follows:-

1. That the appointment of **Shri/Km./Smt.**_____ S/o, W/o, D/o **Shri** _____ (the party of the first part) has been made, subject to the provisions contained herein, for a limited and fixed period of _____ **Months/Years** with effect from the date of his joining the Institute i.e. _____ **(F/N)**. The terms of employment of the party of the first part may be extended for a further period to be agreed between the parties, on satisfactory completion of aforesaid initial terms of employment, subject to the condition that the maximum length of service for a project employee in a project or several projects shall not exceed five years in the Institute. Provided that the appointment and continuance in employment of the said Shri/Km./Smt. _____ shall always remain subject to his being found medically fit and the Institute shall have right to get the party of the first part re-examined by a Medical Board constituted by the Director of the Institute.
2. That the party of the first part shall be paid a consolidated salary of Rs _____ (rupees _____ only) per month out of the funds available for the said project. Under no circumstances shall the Institute be liable to pay/compensate in any manner to the party of the first part, out of the funds other than that available under the aforesaid project fund. Accordingly, the liability of the Institute against the party of the first part towards compliance of the directions or orders passed, if any, by any Court, Tribunal or Authority shall be limited only to the funds available in the said project. Such liabilities shall under no circumstances devolve on the Institute funds.
3. That during the period of employment, the party of the first part shall submit himself/herself to the orders of the Institute and of the officers and authorities under whom he/she may be placed from time to time by the Institute. All the duties as assigned to the first party shall be discharged by him/ her diligently, faithfully and to the best of his/ her ability. The party of the first part shall devote his/her whole time to his/her duties and he/she will at all times obey the rules, instructions including the conduct rules as may be prescribed by the Institute from time to time for project employees and shall, whenever required in the exigencies of the service, proceed to any part of India and perform any such duties as may be assigned to him/ her. It is hereby made clear that this appointment is not the one to which the Statutes of the Institute apply.
4. That the services of the party of the first part may be terminated as follows:
 - (i) On completion or pre-mature closure of the project or on completion of the terms of his/her appointment, whichever is earlier?
 - (ii) By one month's notice in writing given at any time during service under this agreement either by him/ her to the Institute or by the Institute or their authorized officer to him/ her without any cause assigned.
 - (iii) The Institute may in lieu of any notice, give the party of the first part, a sum equivalent to the amount of his pay for one month, or for notice shorter than one month, give a sum equal to the amount of his/her pay for the period by which such a notice falls short of one month.

- (iv) By the Institute without previous notice if the Institute is satisfied on medical evidence that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill health for the discharge of his/her duties.
PROVIDED always that the decision of the Institute that the party of the first part is unfit is likely to continue unfit shall be conclusively binding on party of the first part.
- (v) By the Institute without previous notice, if the party of the first part shall be guilty of any insubordination, intemperance or other misconduct or of any breach of non-performance of any of the provisions of these presents or of any rules and orders of the Institute.
- (vi) The services of the party of the first part may also be terminated in the event of willful suppression of material facts pertaining to his/her bio-data, educational qualification and personal antecedents.
- (vii) The appointment is co-terminus with the project or the end of the term of the appointment whichever is earlier.
- (viii) The term of appointment can be reduced at any time as per the changing requirements of the Project and the project employee can be terminated without assigning any reasons if the performance is not satisfactory.
- (ix) The release of last month salary shall be subject to submission of No Dues in the prescribed proforma and the work experience certificate shall be issued only on recommendation of the Project Investigator on satisfactory completion of the duties assigned.
- (x) Any misconduct or failure to abide by the rules of the Institute, hostels, Departments & laboratories shall result into termination of the project employee with a liability for indemnification and administrative & legal proceedings against the erring incumbent.

5. That the party on the first part shall cease to get his/her pay on, (i) the date of his/ her quitting the services of the Institute (ii) on his/her services being terminated by the Institute, (iv) on the date of his/ her illegal absence, and on the date of his/her death.

6. That besides the terms and conditions laid down under this agreement the party of the first part shall abide by the terms and conditions of service, as are mentioned in the appointment letter No _____ dated _____ (Exhibit-A) and his acceptance letter dated _____ (Exhibit-B) being part and parcel of this agreement.

7. That he/ she will be eligible only for Casual Leave of 8 days and Annual Leave of 2½ days per month during the calendar year which shall not be carried forward to next calendar year. Any leave unveiled by the party on the first half shall lapse on expiry of the prescribed time limit and shall not be encashable under any circumstances.

8. That during his service under this agreement the party of the first part shall not be entitled to subscribe for GPF/CPF/NPS of the Institute.

9. That the services rendered by the party of first part under this contract shall not make him/ her entitled to claim regular service or employment in the Institute at any time.

10. That the party of the first part shall be entitled to receive medical treatment for himself/herself at the Health Centre of the Institute. However, he/she will not be entitled to re-imburement of any type of fee/medicine.

11. That notwithstanding anything contained herein before, the Institute shall be entitled and authorized to make any modification/improvement in the terms and conditions of the staff engaged. Such modification/improvement shall ipso facto be operative under these presents as well.

12. That any intellectual property (IP) that is created during the course of the employment and which can be protected under any relevant laws of this country or any other country, shall be the property of the Institute and the Institute shall have all rights on such property.

13. That any data or information which is made available to the party of the first part by the Institute or by any agency interacting with the Institute shall be kept confidential and will not be released by the party of the first part to anyone without permission of the Institute.

14. There is no guarantee for accommodation on the campus which is given on priority basis for the deserving candidates. However, if accommodation is given he/she should abide by the Institute rules of accommodation.

15. That in respect of any matter regarding which no provision has been made in this agreement; the decision of the Institute shall be final.

IN WITNESS WHEREOF, the parties hereto have herein set their hands and signed this agreement on the day, the month and the year first written above.

Signed and delivered by **Shri/Km./Smt** _____ the party of the first part;

(.....)

Signed and delivered by _____, (on behalf of) Dean of Administration, IIT Kanpur, the party of the second part;

(.....)

IN PRESENCE OF THE FOLLOWING WITNESSES;

1. Signature

Name & Address.....

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2. Signature

Name & Address.....

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