

**EMPLOYMENT CONTRACT
UNDER NHM SCHEME**

Initially for the period of 11 months 29 days only

Contract between the Commissioner, Health Services and Mission Director (NHM) Maharashtra and **Mr.**who is assigned ason purely contract basis.

This AGREEMENT is entered between the Commissioner, Health Services and Mission Director National Health Mission, Maharashtra, Mumbai.Hereinafter referred to as 'Society'

OF THE FIRST PART

And

..... (here in after referred to as "the temporary contractual employee).

OF THE SECOND

PART

WHEREAS agrees to execute the tasks assigned to him / her by the Commissioner Health Services and Mission Director (NHM) Maharashtra, Mumbai as per the following terms and conditions ;

1. Term of Employment:

The Employment of the contractual employee shall initially for the period of Eleven months Twenty nine days i.e. 11 months 29 days only. His / her term commencing on _____ and ending on _____

1) Conditions of Employment

- (1) The temporary contractual employee may mind it well that this project is funded by the government of India for a specific period. His / her assignment will automatically come to an end on the expiry of the specific period or end of the scheme / activity in which he / she is employed and no notice , notice pay, retrenchment compensation will be payable to him / her by the society.
- (2) Since his / her appointment is being made for a specified period he / she will neither have any right nor a lien on the post held by him / her. Also he / she will not claim regular employment, absorption, regularization,

age relaxation, earned leave, annual increment to condone technical breaks even if there is such a vacancy for the post held by him / her. Otherwise if he / she wants to leave the service, he / she can do this by serving one month notice or salary of one month if one month notice is not served. No compensation or remuneration of unexpired period of contract will be payable by the society if his/her services are terminated or he / she resign from the services of the society before the specified period of contract.

- (3) The temporary contractual employee will not be considered as the employee of the Government of Maharashtra.
- (4) His / her assignment is made on the basis of his / her particulars such as qualification etc. as given in his / her application and in case any information is given by him / her is found false or incorrect his / her appointment will be deemed void and liable to termination without any notice / salary.
- (5) He / she will be bound by the rules regulations and office orders in force and framed by the society from time to time and the same will form part of his / her terms and conditions of employment with the society as and when made effective.
- (6) His / her continuance in service with the society is subject to his / her remaining physically and mentally fit.
- (7) His / her working hours will be generally from 9.45 am to 6.15 pm on all working days of every month. This timing can however, be changed as per the requirement of the society.
- (8) He / she will be allowed to enjoy Public Holidays declared from time to time by the Government in addition to weekly holidays. He/she will be entitled to get 8 (Eight) days casual leave and 7 (Seven) days medical leave in 11 months 29 days of contract. Any other kind of leave is not admissible to him / her during his / her tenure of contract. The leave as provided above will be available proportionately according to his / her appointment.
- (9) He / she will discharge his / her duties efficiently to the satisfaction of the Commissioner Health Services and Mission Director (NHM) Maharashtra, Mumbai.
- (10) He / she will not initiate any legal proceeding against the Society.
- (11) He / she will not be allowed to contest any type of election during contract period.
- (12) His / her legal heirs will not entitle to make claim on compassionate ground.

- (13) He / she shall not be entitled any allowances or benefits not mentioned in the contract /State Health Society Guidelines.
- (14) He / she shall not be entitled to any preferential claim for regular appointment under normal process of selection.
- (15) His / her appointment is purely on contract basis and on a consolidated remuneration.
- (16) The employee will stay at assigned headquarter & not allowed to change the head-quarter without permission of Chief Executive Officer / Commissioner Health Services and Mission Director (NHM) Maharashtra, Mumbai.
- (17) Doctor appointed full time on contract basis for 11 Months 29 days under National Health Mission will not be allowed to do or engage in any other work including private practice

2. Remuneration :

The remuneration of **Mr.**as assigned as will be paid of Rs. _____ per month all inclusive and no other allowances such as Dearness Allowances will be admissible.

3. Notices :

Any notice required by this agreement or give in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services.

4. Final Agreement :

This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only be a further writing that is duly executed by both parties.

5. Headings :

Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

6. Modification :

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. Confidentiality :

The Contractual Employee acknowledges that, in the course of performing and fulfilling his / her duties hereunder, he / she may have access to and be entrusted with confidential information concerning the present and contemplated financial status and

activities of the Society, the disclosure of any of which confidential information to competitors of the Society would be highly detrimental to the interests of the Society. The Contractual Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Society is entitled to protect. Accordingly, the Contractual Employee covenants and agrees with the Society that he will not, during the continuance of this Agreement, disclose any of such confidential information to any person, firm, corporation, offices nor shall he / she use same.

8. Termination :

This Employment contract may be terminated by:

- A) Mutual agreement of the parties.
- B) Disability of the Contractual Employee. If the contractual employee is permanently disabled or is otherwise unable to perform his / her duties because of sickness, accident, injury, or mental incapacity, the Society shall have the option to terminate this agreement with no obligation to pay remuneration.
- C) Discharge for cause. In the event of Contractual Employee commits a material breach of the obligations conditions (1 to 16) and duties of Contractual Employee under this Agreement or commits any acts designated as conduct violation or for just cause shall be considered cause for immediate dismissal. Society may terminate this agreement, during its term, only for 'cause' which for purposes herein, shall mean Contractual Employee (i) material and continuing failure to perform his / her essential duties hereunder, including but not limited to failure to work full time on the administration of Society for reasons other than disability; or (ii) dishonesty; or (iii) gross misconduct or gross dereliction of duty; or (iv) fraud, misrepresentation or other acts of moral turpitude or criminal conduct; or (v) a material breach of any term of this Agreement; or (vi) **Any irregularity in the attendance, remains absent for a period of 3 months or more without sanctioned leave or absence beyond the sanctioned leave, then his/her services will stand terminated automatically.**

If the above terms and conditions are acceptable to you, please sign the accompanied office copy in token and acceptance and return the same for office record.

Place :

Date :

**Commissioner Health Services and Mission Director,
National Health Mission, Mumbai**

I accept, the offer and terms and conditions mentioned in the letter.

Signature:

Name :-

Address:-

Signature, Name & address of two witnesses:

Name	Signature	Address