

On Rs. 20/- paper

AGREEMENT FOR CONTRACTUAL SERVICE

This Agreement is made on, at DMET, Odisha, Bhubaneswar

BETWEEN

The Department of Health & Family Welfare, Govt. of Odisha represented through Director Medical Education and Training, Odisha hereinafter called the **“FIRST PARTY”** on one part and hereinafter called the **“SECOND PARTY”** on the other part.

WHEREAS The Department of Health & Family Welfare, Govt. of Odisha (hereinafter referred as HFWD) desires to engage the services of the Second Party (.....) as per the terms and conditions hereinafter set forth;

AND

Now, therefore, the parties hereto agree as follows

1. TERMS OF REFERENCE

- a) The Second Party will be assigned the position at (.....).

The objectives and job responsibilities for each of the positions are **annexed**.

These terms of reference may be modified from time to time, as may be required in the interest of the State. Working hours and holidays shall be those applying to the State Government to which the Second Party is assigned.

- b) The Second Party will work as (.....) under the direction and administrative control of the Director Medical Education and Training, Odisha at Bhubaneswar.
- c) He/ She has agreed to perform duties as per the present job description prescribed for the said post under the HFWD and further agrees to be governed by the rules of the HFWD from time to time.
- d) The posting of the Second Party is transferable. He / she can also be sent elsewhere on deployment.

2. **DURATION OF AGREEMENT**

- a) The contract shall be for a period of 365 calendar days from and may ordinarily, subject to satisfactory performance of duties and midterm evaluation of the work concomitant to the provisions of this agreement be renewed. The Second Party shall neither have any right or lien on the contractual job and the services shall stand automatically terminated at the expiry of the contract period.
- b) There will be performance appraisal in every year and if two consecutive appraisals are average the contract will stand automatically cancelled.
- c) As full consideration for the work performed by the Second Party under the terms of Agreement, the First Party shall pay the Second Party a monthly remuneration of **Rs...../- (Rupees)** and in addition, such other financial benefits as may be admissible to him/her.

3. **TRAVEL & DAILY ALLOWANCE**

The norms of State Government will be applicable to the relevant category of contractual employee.

4. LEAVE

The Second Party shall be entitled to the following sick, annual and/accrued, leave provisions. The leave remaining unutilized at the end of the contract shall not be en-cashed.

- Casual leave : 15 days per annum
- Earned Leave : 30 days per annum
- Paternity Leave : 15 days as per norms of the HFWD.
- Maternity Leave : 180 days as per norms of the HFWD.

5. STATUS OF THE SECOND PARTY (SIGNATORY)

The Second Party shall have the status of contractual employee and shall not be considered in any respect as a regular staff of Health & Family Welfare Department.

6. RIGHT AND OBLIGATION OF THE SECOND PARTY (SIGNATORY)

- a) The rights and obligations of the Second Party are strictly limited to the terms and conditions of this Agreement. Accordingly, the Second Party shall not be entitled to any benefit, payment, subsidy, compensation or pension from Odisha State Health & Family Welfare Department, as expressly provided in this Agreement.
- b) The Second Party shall not be exempted from taxation as per income tax laws of Government of India.

7. RECISSION

- a) Either party may rescind the Agreement at any point of time by giving the other party, at least one month notice in writing of its intention to do so, and is mandatory for both parties of this Agreement. However, the period of notice can be reduced to 15 (fifteen) days or fifteen days salary in lieu thereof by the first party in the following circumstances.
 - i) If the post of the second party ceases to exist or not approved by Govt. or abolished at any point of time for some reasons or others.
 - ii) If the funding under any head for the post hold by any contractual employee ceases at any point of time.
- b) Whenever the Second Party does not attend the duties from the date of submission of his/her resignation to the Competent Authority, without waiting for completion of one month mandatory notice period from the date of such submission of resignation or acceptance of his resignation, whichever is earlier, the Second Party

shall forfeit his/her claims on the pending financial dues if any from the HFWD and the First Party shall have the liberty, not to issue any NOC or Experience Certificate for such omission on the part of Second Party.

8. TERMINATION

- a) In case of improper conduct by the Second Party, the HFWD may terminate this Agreement and no compensation shall be payable in such a case.
- b) This contract is issued on the understanding that all the information given by the Second Party in his application form and during the interview are correct, true and complete. If it is found at any point of time that the information given when seeking appointment is not complete and false and/or any significant information has been knowingly suppressed, the HFWD will have the right either to withdraw this letter of contractual engagement before he/she joins or terminate appointment at any point of time after he/she has taken up service with the HFWD without any notice or compensation.
- c) Notwithstanding anything contained here-in-above, the services of the Second Party may be terminated at any point of time by the competent authority of the HFWD if the Second Party is found to be involved in criminal offence or guilty of any insubordination, intemperance or other misconduct or of breach or non-performance or at the completion of the contract period as mentioned.

9. JOB ABANDONMENT

The Second Party is deemed to have abandoned his/her job when for a period of 10 consecutive days has been absent without the permission of the higher authority.

10. BREACH OF TRUST

Whenever the Second Party commits any breach of trust with gross violation of established procedures, guidelines and instructions of the HFWD communicated from time to time by mis-utilising his official position and not in consonance with the objectives of the work assigned & also whenever, the Second Party commits any breach of trust with misappropriation of funds and resources of HFWD which he is responsible for management and utilization or otherwise by virtue of his position, the Second Party is liable for such criminal proceedings as

deemed fit by the First Party even after rescission, resignation, termination or otherwise abandonment of the contract, not withstanding anything otherwise contained in the Contract.

11. DESIGNATION OF BENEFICIARY (TO BE FILLED BY THE SECOND PARTY)

Name:

Relationship:

Address:

12. TITLE RIGHTS

The title rights, copyrights and all other rights of whatsoever nature in any material produced in the framework of this Agreement shall be vested exclusively with HFWD.

13. CONFIDENTIALITY

The Second Party shall exercise utmost discretion with regard to all official matters. He shall not communicate to any person any information known to him by reason of his official position which has not been made public, except in the course of his duties or by authorization of the HFWD. These obligations do not cease with expiry of this Agreement.

14. DISCLOSURE

The Second Party shall disclose to HFWD any business or professional employment or activity in which he / she may be engaged prior to or at any time in the course of the present agreement. These activities shall not be incompatible with the performance of the services outlined under Annexure -1.

15. PERFORMANCE OF DUTIES AND STANDARDS OF CONDUCT

- a) In the performance of his duties as per the agreement, the Second Party shall be exclusively responsible to HFWD and shall neither seek nor accept instruction from any external agency, unless otherwise as directed except those specified in Annexure -1.
- b) The Second Party shall not engage in any activity that is incompatible with those purpose and principles or the proper discharge of his duties with the HFWD. He/she shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on the relationship or on the

integrity, independence and impartially which are required by his/her relationship with the HFWD.

- c) That it is mutually agreed that the Second Party shall not indulge in or take part in any association/organization activities that will be detrimental to the interest of the HFWD in any way.
- d) Any favor, gift or remuneration from any source shall not be accepted unless approval from HFWD has been obtained and communicated.

16. **AMENDMENT**

This Agreement may be amended as and when required by the HFWD.

17. **SETTLEMENT OF DISPUTES**

Any claim or dispute relating to the interpretation of the execution of the present agreement relating to the conditions of service shall be settled by Commissioner cum Secretary, Health & Family Welfare Department, whose decision shall be final and binding.

18. **MISCELLANEOUS**

Any administrative order(s) relating to or redefining, the role & responsibilities of the contractual employees either in addition to or in modification to his/her present responsibilities, not being the part of Contractual Service Agreement, will hereafter, be construed as a part of the agreement defining his/her job responsibilities.

Signed by the Second Party

Signature

Name:

Address:

Date-

Ph. No.-

Witness- 1

Signature

Name:

Address:

Date-

Signed by First Party

Signature

Name: **Dr. Sonamali Bag**

Director Medical Education & Training , Odisha

Date-

Witness- 2

Signature

Name:

Address:

Date-

UNDERTAKING

I, do hereby undertake that, I have purchased the Stamp Paper worth Rs. 20/- (Rupees Twenty) only from a Registered Vendor and the contents printed in the Contractual Service Agreement so submitted along with this undertaking as per the draft contractual service agreement supplied to me officially and that, I shall be held responsible, if any addition(s)/ alternation(s) are noticed subsequently in the said agreement & appropriate actions deemed fit, can be taken against the undersigned for the same.

Signature in Full :

Date :

Position held :

Place of Posting :

JOB RESPONSIBILITIES OF ASSISTANT PROFESSORS

The Assistant Professor are required to perform the following duties and as may be assigned to them by the Head of Departments/ Dean & Principals.

1. Bed side Teaching / Tutorial Teaching / didactic teaching including teaching in practical / Demonstration / Theory Teaching and Field Teaching where necessary.
2. Maintain attendance registers of the students and their progress records.
3. Duties connected with the conducting the examination of the students.
4. Manage Laboratory and Demonstration work.
5. Examination of Samples / imaging etc.
6. Involvement in Research activities and taking part in the Seminar.
7. Take care of the patients in the words / operation Theatre / Labour room etc.
8. Accompany Head of the Unit / Department in his ward round.
9. Carry out of the instructions of the senior teachers / Head of the Unit / Department with regard to investigation and treatment of patients / administration of anesthesia etc.
10. Maintain records of the patients in the wards and of their discharge or death. In case of birth and death he will report to Record-Room for onwards transmission to the municipality.
11. Follow up necessary compilation of the records in the Record-Room. In Medico-legal cases they are to process the records for the Court / Police.
12. On the allotted days carry out treatment of the out patients and take up admission of patients to the indoor as per guidance of the Senior Teacher / Head of the Unit.
13. Perform emergency duties in the Wards / Causality / Operation theatre as the case may be and remain in the place of duty physically. While on duty they may look to the general condition of the ward, supervise the work of the staff on duty and report to the Head of Department / Unit in case he considers necessary.
14. During the emergency duty they are to attend the patients and take care of their treatment and if necessary requisition the necessary services of Senior Teacher / Head of the Unit.
15. Remain in-charge of the museum and be responsible for preservation of specimen etc.

16. Remain in-charge of the stock and store of the Unit / Department if required by Head of the Department / Unit.
17. Perform Medico-legal work.
18. Attend Courts on receipts of summons as and when necessary.
19. Attend to extracurricular responsibilities (Hostel, Library, Athletics, Academic Societies, and N.S.S. etc.) as will be assigned by the Head of the Institution.
20. Perform any other work in the interest of the Institution / Public duty as will be assigned by the Head of the Institution Department / Unit from time to time.

JOB RESPONSIBILITIES OF
PROFESSORS AND ASSOCIATE PROFESSORS

The Professor/Associate Professor are required to perform the following duties as may be assigned to them by the Head of Departments / Units/ Head of Institution

A. Administration:

- (1) Professors in a discipline will be head of the Department on rotation basis of two years duration. Contractual Professors cannot be a Head of Department.
- (2) In departments where only one Professor is present, both the Professor and Associate Professor/s of the discipline will be the head the Department on rotation basis of two years duration each.
- (3) Will remain in overall charge of the Department / Unit and will be responsible for overall administrative cause of action of the Department / Unit both in respect of teaching / non-teaching staff.
- (4) Will remain in-charge of Library / Sports / Cultural / Academic/ Stores / Purchases etc. as and when will be assigned to him / her by the authorities from time to time.
- (5) Will help the local authorities and Government in disbursement of health care or any other matter as deemed fit from time to time.
- (6) Will keep and provide vital Statistics information of his/her Department / Unit to the authorities at the time of need.
- (7) Shall write the performance appraisal letter of juniors attached to his/ her Department / Units in open mind and without prejudice. (in case of HOD)
- (8) He / She will be directly responsible to the Principal (for teaching) & Superintendent. (for treatment)

B. Clinical:

- (1) Will remain overall responsible for the patients in indoor and outdoor for their smooth management.
- (2) Will undertake the timely round of the wards / unit daily and maintain the procedure records in O.T.
- (3) Will authorize the juniors from time to time for discharging patients care in his / her Department / Units.
- (4) Will remain responsible for patient admission / treatment / procedures performed in his / her Department /Units.
- (5) Will attend emergency calls when needed.

C. Teaching:

- (1) Will remain responsible for all the teaching activities of UG & PG in respect of theory / practical / clinical etc.
- (2) Will maintain the attendance of the students in all such classes and delegate such classes to junior faculties / residents where ever needed.
- (3) Will maintain the academic calendar, teaching scheduled of PG/UG students.
- (4) Will conduct Special Seminar, Conference etc. for up gradation of knowledge & skill of Junior faculties / Residents / Tutor of the Department / Unit.
- (5) Will be the guide of PG Students and other Research scholars for their thesis work.
- (6) Will conduct the examination of the PG / UG students of the Department as well as arrange the examination to be conducted.

JOB RESPONSIBILITIES OF**JUNIOR RESIDENTS, SENIOR RESIDENTS AND TUTORS**

Junior and Senior Residents shall perform clinical duty in clinical departments and any other duty as may be assigned by the Dean & Principal or head of the Department.

Tutors shall perform duty in preclinical and paraclinical departments only and any other duty as may be assigned by the Dean & Principal and head of the Department.
