



DHS/MCH&FW/NHM/ERS/29/2021-22 (XLVIII).

02.09.2022

EMPLOYMENT CONTRACT

This Employment Contract is made at (Enter City, State) and effective this (Date)

BETWEEN: Mission Director on behalf of National Health Mission, Meghalaya hereinafter referred to as “First Party”,

Mr./Ms..... (the "Employee") S/o.D/o.W/o. Mr., and who is the permanent resident of: , hereinafter to be referred to as “Second Party” on the other party.

The term Party to the First Part wherever occurs shall include its heirs, successors, assignors, legal representatives, executors, or administrators wherever the context so admits.

This Contract is entered by the Parties after the issue of the appointment letter dated _____

WHEREAS, the First Party desires to employ the mentioned Second Party and the said Party desires to be employed/appointed by the First Party in employment for the post of

Employee Service Conditions: Followings are the terms and conditions associated with your employment: “You”, “Your” or “Candidate” for all purposes shall mean Shri. / Smt.

1 - Type of Employment:

You will be employed on a contractual temporary basis.

2- Commencement of Employment

- a) Your employment with the employer shall be effective from the commencement date:
- b) You shall be employed with the employer as _____. The Employer reserves the right to change your designation from time to time at its sole and absolute discretion.
- c) Your period of continuous employment with the employer shall be calculated from the commencement date.
- d) You warrant and represent to the employer that you will not breach any obligation binding on you because of entering into the letter agreement or performing any of your duties and obligations under it or other third-party contractual obligations.
- e) You warrant that all the information relating to you and provided by you to the employer is true and accurate. In case it is falsified, the employer reserves the right to terminate the contract at its sole and absolute discretion.



3- Remuneration:

Subject to the following provisions of this agreement, during the Employment Period, the Employee shall be compensated for his services as follows:

- a) You shall receive a Per diem allowance of Rs _____” for each shift/ day the employee is required by the Employee to be on duty, which is payable in monthly or more frequent instalments, as per the convenience of the Employer.
- b) During the term of this Agreement, your salary shall be paid using bank transfer, cheque, or any other method convenient to the Employer.
- c) All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized before being incurred and with the provision of appropriate receipts.
- d) You will not receive payment for days you do not report to work.

4-Shift:

- a) Shifts will depend from 8 hours and maximum of 12 hours (depending on workload and replacement roster) shift per day for 6 days a week.

5- Leave: The Second Party is eligible for one casual leave per month and cannot be carried over to the subsequent month.

6- Duties and Obligations:

- a) You are required to perform all the tasks and will be required to accept all duties and responsibilities as reasonably requested by the employer from time to time.
- b) Your duties include those that would reasonably be expected to fall within the job title, and may reasonably be assigned to you from time to time to meet the employer's needs.
- c) The incumbent will be required to provide services as per cases assigned by the O/o the undersigned and for taking all types of Emergencies, Referrals COVID-19 and other related cases. Any non-compliance to their job responsibilities will result to termination of their services.
- d) In case of any grievances, the second party is to report it to the Operations Manager and can also escalate it to the Nodal Person from NHM, Meghalaya for addressing the same. Under no circumstances, any cessation of work by the individual or acting in group shall be allowed. This will lead to immediate termination of services without notice.

You agree to perform the duties by:

- a) This Agreement
- b) The direction, instructions, requests, and order of the employer and any of the employer’s guidelines, practice manuals, policies, or procedures as they exist from time to time.

- c) You shall perform the duties in good faith having regard to the best interest of the employer carefully and professionally to a standard established by the employer.
- d) Properly and faithfully serve the employer and use your best endeavours to protect the interest and reputation of the employer.
- e) You shall not take up any part-time/full-time employment or assignments elsewhere or do any business during the period of the contract without the written permission of the competent authority.
- f) Private Practice of any kind by any means is not allowed during the period of the agreement.
- g) While in contract with the employer and at any time thereafter, you shall not divulge any information or knowledge gained and acquired by you during the period of the contract, which could be detrimental to the interests of the employer. These obligations do not cease with the expiry of the agreement.
- h) Notwithstanding anything contained herein before, rules, regulations, bye-laws, instructions, lawful orders, etc. as and when framed and issued by the employer relating to the conditions of the service and additions, amendments, modifications, alterations, etc. made in the said conditions of service from time to time shall apply to you irrespective of whether these matters are provided for herein or not.
- i) During the contract period, you will not be entitled to any kind of medical facilities overtime allowance, ad hoc bonus, pension, or any other payments/ benefits.
- j) You will abide by the Employee Service Conditions as enumerated above. Any of the terms and conditions of service may be modified, altered, or changed at any time by the employer at its discretion.

7- Place of Employment:

- a) You may be employed at the office/ location where the employer may require you from time to time.
- b) The employer may at its sole and absolute discretion transfer you to any other office or location within the state.

8 - Training and Development:

During your employment, to enable you to discharge your duties efficiently, the employer may invest in you by providing you with specialized and/or job-related training. If you choose to separate from the employer after undergoing the training (before a minimum period as may be communicated before such training), the employer has the right to recover any expenses expended on your training including and not limited to associated expenses thereof.

9. Confidentiality Clause:

You acknowledge that the system, operations manuals, user information, software knowledge, and all system documentation relating thereto ("Proprietary Information") which the employer owns, is confidential and proprietary to the employer.



10. Non- Disclosure Clause:

You agree that, except as directed by the employer, you will not at any time, whether during or after his/her employment with the employer, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by you or otherwise coming into your possession or control without the prior written permission of the employer.

11-Breach of Trust

If you commit any breach of trust with gross violation of established procedures, guidelines, and instructions of the employer communicated from time to time or by mis-utilizing your official position and carrying out an activity that does not align with the objectives of the employer, you are liable for such criminal proceedings as deemed fit by the employer even after resignation, termination or otherwise abandonment of the contract, notwithstanding anything otherwise contained in the contract.

12- Termination of Contract

- a) Your engagement with the employer will stand terminated if you are absent for two working days or more, continuously from duty without taking permission from the competent authority.
- b) Your engagement will be automatically terminated if you join any other organization or take up any assignment without obtaining the prior permission of the competent authority.
- c) Your engagement with the employer will stand terminated if you, by any means, will try to bring any undue influence on your higher authority.
- d) The employer may terminate the contract before completion if your performance is unsatisfactory.
- e) In the event of any misconduct of the Second Party, he/ she shall be liable for immediate disengagement by the First Party. The expression misconduct for purpose of their agreement would mean improper or unprofessional behaviour or misdeed, administrative and financial nature, negligence of care, unsafe practices, inefficiency and insincerity, professional misconduct or false reporting of information or fabrication of data in the maintained records. Whether an act (of the Second Party) is misconduct or not, would be construed by the First Party's discretion.

IN WITNESS WHEREOF, the candidates hereto have caused the contract to be signed in their respective names as of the day and year first above written.

NAME, ADDRESS & SIGNATURE OF CANDIDATE	NAME, ADDRESS & SIGNATURE OF (2) WITNESSES
	1.
	2.

