



GOVERNMENT OF KERALA

Abstract

Local Self Government Department – Kudumbashree – Hiring the services of consultants to Kudumbashree – Entering into Employment Agreement with consultants – Administrative sanction - accorded - Orders issued.

LOCAL SELF GOVERNMENT (IA) DEPARTMENT

G.O.(Rt)No.1451/2016/LSGD

Dated, Thiruvananthapuram, 13.04.2016

Read: Letter No. 8219/E/2015/KSHO dated 02.02.2016 from the Executive Director, Kudumbashree, Thiruvananthapuram.

ORDER

In the circumstances reported by the Executive Director, Kudumbashree in the letter read above, Government are pleased to accord administrative sanction for entering into Employment Agreement with consultants and that the draft model agreement between the State Poverty Eradication Mission (SPEM) and Consultants (Employees) annexed hereunder is approved.

(By order of the Governor)

N. VISRUTHAN ACHARY
Under Secretary to Government

To

The Executive Director, Kudumbashree, Thiruvananthapuram.

The Executive Director, Information Kerala Mission, Thiruvananthapuram.

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.

The Accountant General (A&E), Kerala, Thiruvananthapuram.

SF/OC.

Forwarded/By Order,


Section Officer

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on this theday of, 2016 between the Executive Director, State Poverty Eradication Mission, ...having its Headquarters at Thiruvananthapuram hereinafter called as the "Employer" which expression shall unless is...beto the context or meaning thereof, be deemed to mean and include its successors in office and assigns of the ONE PART.

WHEREAS, the Employer engages the professional services of consultants for various technical areas in its Head Office and district missions against sanctioned temporary posts. Sri.,....., hereinafter called as the "Employer" of the OTHER PART AND WHEREAS, the employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the employer in its sole discretion without causing termination of this agreement.

2. The validity of this agreement would be a period of one calendar year from the date of making of this agreement and would also be subject to the termination clause herein.

3. Position Title

[a] As a, the Employer is required to perform the duties and undertake the responsibilities assigned by the employer through a separate communication in a professional manner.

[b] Other duties as may arise from time to time and as may be assigned to the employee.

4. Compensation

(a) As full compensation for all services provided the employee shall be paid at the rate ofper month the employee actually works in the office as per rules and for any other days governed by the rules and regulations of the employer. Such payments shall be subject to such normal statutory deductions by the Employer. All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts. The Employee would not be eligible for any other statutory or financial or other benefits during the period of engagements of his services.

5. Leave

The Employee shall be entitled to paid leave in the amount of 12 days per annum.

6. Probation Period

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

7. The employee shall not indulge in any act which is against the interests of Employer or Government of Kerala/India. The Employee shall not manipulate or cause any kind of damage or loss to the records, documents, information, movable and immovable properties, systems, procedures, assets, goodwill and establishment of the Employer. The employee shall act with utmost integrity in discharging his duties to the employer. Conduct of the Employee shall be in accordance with the Law relating to Conduct Rules of State Government employees. Any violation of the above conditions would make the Employee liable for appropriate disciplinary action as per extant rules including termination. The employee shall not access any of the records, documents, information, movable and immovable properties, systems, procedures, assets, goodwill and establishment which do not come under his duties and responsibilities or with which the Employee has got no lawful connection or which is specifically or generally restricted to the Employee. The employee shall not use any of the records, documents, information, movable and immovable properties, systems, procedures, assets, goodwill and establishment of the employer for his personal purposes.

Provided that, the Employee would be liable for recovery for any monetary loss/pilferage/manipulation/misappropriation or for the monetary value of any damage or loss caused to any movable or immovable property belonging to the Employer caused by him/her. The liability would be fixed by the Employer after a just and lawful process and recovery would be effected as per the Rules and Regulations of Government of Kerala, as applicable.

8. Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and the said appraisal will be reviewed at which time all aspects of the assessment shall be fully discussed.

9. Termination

(a) The Employee may at any time terminate this agreement and his employment by giving not less than one month's written notice to the Employer.

(b) The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.

(c) The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by such legislation as may be in effect at the time of termination. This payment shall constitute the Employees entire entitlement arising from said termination.

(d) The Employee agrees to return any property of State Poverty Eradication Mission (Kudumbashree), Government of Kerala and any offices under is at the time of expiry of the period of contract or at the time of termination.

10. Non-competition

(1) It is further acknowledged and agreed that following termination of the Employee's employment with the employer for any reason, the Employee shall not hire or attempt to hire any current Employees of the employer.

(2) It is further acknowledged and agreed that following termination of the Employee's employment with the Employer for any reason the Employee shall not solicit business from current clients or clients who have been

retained by the Employer in the 6 month period immediately preceding the Employee's termination.

11.Laws

This agreement shall be governed by the laws of India and the State of Kerala.

12.Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

(a)The Employee has had such independent legal advice prior to executing this agreement, or;

(b)The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

13.Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

14.Severability

The parties hereto agree that in the even any condition or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provisions shall remain in full force and effect.

15.Dispute resolution

Any disagreement or dispute arising out of employment of the Employee with the Employer and which is reasonably found to be unsolvable by the

employer as per applicable Rules and Regulations, shall be submitted to Government of Kerala for final resolution.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date of first above written.

SIGNED, SEALED AND DELIVERED

by Sri.....

PARTY OF ONE PART

In the presence of witnesses

1.....

2.....

Signature and Delivered by Sri.....

PARTY OF OTHER PART

In the presence of witnesses

1.....

2.....