

**APPENDIX-I**  
**AGREEMENT FORM FOR COLLEGE TEACHERS IN A NON-GOVERNMENT**  
**COLLEGE**

An agreement made this..... day of ..... 201..... between ..... S/D of Shri..... resident of ..... here in after known as the First Party and the Governing Body of Managing Committee of the ..... College, through its Chairman/ Secretary, hereinafter known as the Second Party.

Whereas the Second Party has engaged the First Party to serve the .....College as ..... subject to the terms and conditions hereinafter set out :

1. That this agreement shall take effect and commence from the day of .....201..... and shall be determinable as hereinafter provided.
2. That the First Party is employed in the first instance on probation for a period of one year and shall be paid a monthly salary of Rs. .... The period of probation may be extended further by one year, but the total period of probation shall in no case exceed two years.
3. In case the Second Party is managing a number of colleges it shall have the right to transfer the First Party to any other similar institution in the same assignment; provided it does not adversely affect his emoluments and further prospects.
4. That on confirmation (after the period of probation) the Second Party shall pay to the First Party during the continuance of his engagement for his services a salary at the rate of Rs..... per month rising by annual increments of Rs. .... to Rs..... to maximum of Rs..... These annual increments shall be granted on the recommendations of the Principal and shall not be withheld without assigning specific reasons in writing and further the First Party shall have the right of appeal to the Vice-Chancellor.
5. That the First Party shall subscribe to and be entitled to, the benefit of the Standard Provident Fund Rules as recommended by the University Grants Commission and gratuity in accordance with the rules laid down by the Punjabi University.
6. Except in cases where the First Party is employed in a temporary vacancy upto the beginning of the long vacation, the First Party shall be entitled to the full summer vacation salary; provided he has continuously worked for nine months immediately before and upto the commencement of the summer vacation; provided further that if the First Party leaves services of his own accord, he shall not be entitled to summer vacation salary or proportion thereof.
7. That the First Party shall be entitled to leave in accordance with the rules laid down by the Punjabi University.

8. That the First Party shall not be required to teach for more periods than laid by the Punjabi University, apart from such co-curricular activities as may be assigned by the Second Party through the Principal of the College. However, if the First Party is given some extra teaching work for a fortnight or more shall be paid proportionately for that.
9. That the First Party shall be paid his salary regularly but in no case later than the tenth day of the calendar month, following the month for which his salary is due.
10. That the First Party shall not take part in any activity which, in the judgement of the Principal is calculated to, lead to indiscipline in the college.
11. That the First Party shall devote his whole time to the duties of his appointment, and shall not engage, directly, or indirectly in any trade, occupation or business, whatsoever, or without the sanction, in writing, of the Second Party, engage himself or take any part in any private tuition work or take up any occupation, whatsoever, directly or indirectly, which in the opinion of the Second Party, is likely to interfere with the duties of his appointment.
12. That the First Party shall at all times maintain absolute integrity and devotion to duty.
13. That the First Party shall not take any part in, subscribe to or assist, in any way, any movement which tends to promote feelings of hatred or enmity between different classes or subjects of the Indian Union, or to disturb public peace.
14. That the First Party shall not stand for election to Parliament/State Legislature/Local Bodies, without the prior permission of the Managing Committee.
15. That the First Party shall not, except with the previous permission of the Managing Committee, own wholly or in part or conduct or participate in editing or managing of any newspaper or any periodical.
16. That the First Party shall not in any document publish anonymous or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or express an opinion involving adverse criticism of the actions and policy of the Managing Committee of his college.
17. That the First Party shall not, except in accordance with any general or special order of the Managing Committee or in the performance, in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any employee or to any other person, to whom, he is not authorized to communicate such document or information.
18. That the First Party shall not write a guide or a help-book or cheap notes, and shall follow the procedure laid down by the University in case he intends to publish any book.
19. That the First Party shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings for insolvency shall forth with report the full facts to the Principal of the college.
20. That the First Party shall not bring or attempt to bring any outside influence to bear upon the authorities of his college to further his interest in respect of matters pertaining to his service in the college.
21. That the First Party shall not be a member representative or office-bearer of any association representing or purporting to represent teachers or any class of teaching profession, unless such association satisfies the following conditions :
  - (a) Its membership is confined to teachers or a distinct class of teachers and it is open to all such employees or class of employees as the case may be;
  - (b) It is not in any way connected with any political party or organisation or does not engage in any political activity.

22. That the First Party shall not apply for any other job, post, or scholarship without the previous sanction of the Principal of his college or in case of the Principal without the previous sanction of the Managing Committee.
23. That the First Party shall not absent himself from his duties without having obtained the permission of the Principal or in the case of the Principal, of the Managing Committee. Leave in all cases must be applied for and got sanctioned before it is taken.
24. That the Second Party shall be entitled summarily to determine the engagement of the First Party for misconduct, but subject as aforesaid to determine the engagement after giving three months' notice in writing or on payment of three months' salary in lieu of the said notice. Provided in case of serious moral turpitude, on the part of the First Party, the Second Party shall have the right to terminate the services of the First Party with immediate effect.
25. That the Second Party shall not determine the engagement of the First Party, whether summarily or otherwise without informing in writing of the grounds on which they propose to take action, giving him a reasonable opportunity of stating of his case in writing and before coming to a final decision shall consider the statement of the First Party, and, if he so desires, give him a personal hearing.
26. The First Party may, if he so wishes, terminate his engagement with the Second Party by giving the Second Party three months' notice in writing or pay the Second Party a sum equivalent to three months' salary in lieu thereof.  

The Second Party may not, if it so decides, realise such sum from the First Party in any particular case.
27. If the First Party is holding a temporary appointment or is on probation, then said notice for either shall be one month only.
28. The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by the Provisions of the Punjab Affiliated Colleges (Security of Service of Teachers) Act, 1974.
29. On the termination of this agreement from whatever cause, the First Party shall deliver to the Second Party, all books, apparatus, records, and such other articles belonging to the said college or to the Second Party or to the University, as may be in his possession or charge.

First Party  
Sign

Second Party  
Sign with Seal

Witness:

1.

2.