

CONTRACT OF SERVICE

An agreement for contract service is made this between
..... (herein after called the appointee) on the one part and the National Judicial Academy, Bhopal (herein after called the Academy), on the other.

Whereas the Competent Authority of National Judicial Academy has been pleased to approve the appointment of as on contract for a period of and the appointee has accepted such appointment upon terms and conditions herein after appearing. Now THESE PRESENTS WITNESSETH and the parties here to respectively agree as follow:

1. The agreement of contract service shall be deemed to have been entered into subject to the rules relating to contract services of Academy in force from time to time as applicable to the Contract employee of the Academy as well as provisions of the other existing Rules of the Academy.
2. The Contract employee shall be on contract service under the agreement for a period of with effect from i.e. dates of joining the post or for the period till he / she continues in contract service, whichever is earlier, on payment of per month as consolidated salary for first year of the contract. In addition, the contract employees shall also be entitled for HRA, TPA and other allowances admissible under NJA policy. **Further, the contract employee shall be eligible for annual increment of pay on satisfactory completion of one year service, subject to extant policy of NJA.**
3. The Contract employee shall be a full time employee of the Academy and shall discharge to the best of his/her ability all duties and responsibilities assigned from time to time.
4. That the Contract Employees shall devote his/her whole time to the service of the Academy and shall not without permission of the Academy, engage, directly or indirectly in any trade or business whatsoever, or in any private service or any other work to which any emolument or honorarium is attached. However, this prohibition shall not apply to work undertaken with prior permission of the Competent Authority, in connection with the academic/research work and publication thereof.
5. (a) Notwithstanding anything herein before contained, the Competent Authority of the Academy shall be empowered to summarily terminate the engagement of the Contract Employee on the ground of misconduct in accordance with the provisions herein after set forth.
 - (b) The Competent Authority may, when he finds it necessary in the interest of the Academy, suspend the Contract Employee on the ground of misconduct. Thereafter, he shall report it to the next Higher Authority for approval.
 - (c) The Competent Authority or any officer appointed by him as Enquiry officer shall investigate all matters about the misconduct of the Contract Employee whether he / she has been suspended or not. The Contract Employee shall be notified in writing of the charges against him and shall be given not less than one week's time, which may be extended on good cause shown by such contract employee, to submit his explanation in writing.

The competent Authority or the Enquiry Officer may hear the Contract Employee and take such evidence as it may consider necessary and submit its report to the next higher authority / competent authority. The Competent Authority may thereafter, determine the continued engagement of the contract Employee where it deems that the misconduct of the Contract Employee deserves to be dealt with

in that manner , after it has considered the explanation and the evidence, any, or the report of the Enquiry Officer, if one has been appointed.

(d) Where the termination of the Contract of service on the ground of misconduct is after suspension, the termination of Contract of service will be from the date as specified by the Competent Authority.

6. i) *The Contract Employee shall be entitled to a monthly salary fixed on the following formula in the pay scale attached to the post (Pay in Pay Band + Grade Pay) + DA on total pays applicable on the date of contract + Transport Allowance + HRA (if NJA accommodation not availed) and any other allowance.*

ii) *In addition, the contract employee will also be entitled to EPF, Medical Insurance cover and any other allowances / perks admissible as per NJA policy.*

iii) *The consolidated monthly salary shall be fixed for one year.*

iv) *The Contract Employee shall be entitled to leave as appended to below in one calendar year.*

Casual Leave - 10 Days

Earned Leave - 15 Days

Medical Leave- 10 Days

Note: - *Leave of any kind is not a right of the employee as per Leave Rules applicable in the Academy.*

The balance of Medical & Earned Leave at the end of the year as per contract will be carried forward to the next year of the contract service on completion of probation period / further contract of period provided the contract is extended as per NJA policy.

v) *The NJA provide medical insurance cover to the contract employee, his / her spouse, two dependent children & wholly dependent parents during the currency of contract period. However, in the event of contract employee leaving the services of NJA before completing the year of currency of insurance policy, the NJA shall have right to deduct the amount incurred in obtaining Medical Insurance policy on pro rata basis for the remaining period of the medical insurance policy*

vi) *Annual increment will be admissible on completion of the year at the rate as per NJA policy in this behalf.*

7. The Contract service of the Contract Employee may, during the period of contract, be terminated by the Academy at any time by 30 days notice in writing or in lieu on payment of the salary for one month.

The Contract Employee may terminate his/her contract of service by giving to the Competent Authority 30 days notice in writing or an amount equivalent to the amount of the salary for one month in lieu of notice period.

IN WITNESS WHEREOF on the day and the year first above written, Registrar of the Academy has hereinto set his/her hand and the Contract Employee has hereinto set his/her hand.

**Registrar
National Judicial Academy
Bhopal (M.P.)**

Signature of the Contract Employee

**Name:-
Address:-**

Witness (Name & Address)

1. _____

2. _____

