

CONTRACT OF SERVICE

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

Whereas the Competent Authority of the 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 hereinafter appearing. Now THESE PRESENTS WITNESSETH and the parties hereto respectively agree as follows:

1. The agreement of contract service shall be deemed to have been entered into subject to the rules/ resolutions relating to contract services of Academy in force from time to time as applicable to the contract employees of the Academy as well as provisions of the other existing rules/ resolutions of the Academy.
2. The Appointee shall be on contract service under the pay-scale attached to the post under the agreement for a period of with effect from i.e. dates of joining the post or for the period till the Appointee continues in contract service, whichever is earlier. In addition, the Appointee shall also be entitled for HRA, TPA and other allowances admissible under Academy's resolutions/rules in this regard. Further, the Appointee shall be eligible for annual increment of pay on satisfactory completion of one year service, subject to extant resolutions/rules of the Academy.
3. The Appointee 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. The Appointee 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. Notwithstanding anything hereinbefore contained, the Competent Authority of the Academy shall be empowered to summarily terminate the engagement of the Appointee on the ground of misconduct in accordance with the provisions hereinafter set forth:

- (a) The Competent Authority of the Academy may, when finds it necessary in the interest of the Academy, suspend the Appointee on the ground of misconduct. Thereafter, the Competent Authority shall report it to the next Higher Authority for approval.
- (b) The Competent Authority or any officer appointed by him as Enquiry Officer shall investigate all matters about the misconduct of the Appointee irrespective of whether the Appointee has been suspended or not. The Appointee shall be notified in writing of the charges against him/her and shall be given not less than one week's time, which may be extended on good cause shown by Appointee, to submit his/her explanation in writing.

The Competent Authority or the Enquiry Officer may hear the Appointee and record such evidence as may be considered necessary and submit its report to the next higher authority/ Competent Authority. The Competent Authority may thereafter, determine the continued engagement of the Appointee where it deems that the misconduct of the Appointee 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.

- (c) 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 Appointee shall be entitled to a monthly salary fixed on the following formula in the pay scale attached to the post Basic Pay + DA on Basic Pay as per applicable rate + Transport Allowance + HRA (if NJA accommodation not availed) and any other allowance(s).
- ii) In addition, the Appointee will also be entitled to EPF, Medical Insurance Cover, Children Education Allowance (CEA) and any other allowances/ perks admissible as per Academy's resolutions/rules.
 - iii) The leave facility and leave travel concession to the Appointee at par with the contract staff of the Government of India as per the GOI circular for staff serving on contract basis.
 - iv) The Academy provides medical insurance cover to the Appointee, his / her spouse, two dependent children & wholly dependent parents during the currency of contract period. However, in the event of the Appointee leaving the services of the Academy before completing the year of currency of insurance policy, the Academy shall have the right to deduct the amount incurred in obtaining Medical Insurance policy on pro rata basis for the remaining period of the medical insurance policy.
 - v) Annual increment will be admissible on completion of the year at the rate as per Academy's resolutions/rules in this behalf.
7. The contract service of the Appointee 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 Appointee 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 Appointee 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. _____

