

## **AGREEMENT**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between the Project Manager IT “160151-Establishment of 500 IT Labs in Government High Schools in Khyber Pakhtunkhwa (Phase-III)”, Elementary & Secondary Education (E&SE) Department, Government of the Khyber Pakhtunkhwa Province (hereafter referred to as the Government) acting through on the ONE PART and \_\_\_\_\_ S/D/W/O \_\_\_\_\_ appointed as Computer Lab Incharge (BPS-07) on fixed pay (@ Rs. 20,000/- per month) vide E&SE Department, Government of Khyber Pakhtunkhwa Order No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2017 in the School \_\_\_\_\_ (hereinafter referred to as the employee) on the OTHER PART;

WHEREAS the Government has agreed to appoint the Employee and the Employee has agreed to serve the Government as on the terms and conditions hereafter mentioned:

NOW these present witnesses and the parties hereto respectively agreed as follows:-

1. The employee shall serve the Government as Computer Lab Incharge (BPS-07) on fixed pay in the IT Project “160151-Establishment of 500 IT Labs in Government High Schools in Khyber Pakhtunkhwa (Phase-III)”, under Elementary & Secondary Education Department for a period of financial year 2017-18 (extendable on satisfactory performance till project life) commencing from the date of assumption of charge of the post.
2. The Employee shall
  - a. Devote him/her to perform his/her duties as Computer Lab Incharge in the IT Project “160151-Establishment of 500 IT Labs in Government High Schools in Khyber Pakhtunkhwa (Phase-III)”.
  - b. Submit himself/herself to the lawful orders of the Government and the officers and authorities under whom his/her services may be placed from time to time, during the currency of this Agreement;
3. For the services rendered, the Employee shall be entitled to receive pay as prescribed in her/his appointment order. The pay of the employee shall commence from the date of his/her assumption of charge of the post and cease on the date of determination of this agreement or on termination of his/her services for any reason, whichever may be earlier.
4. Either party to this agreement may terminate the agreement by giving to the other party one month notice in writing of this intention to do so or on the expiration of such notice this agreement shall be terminated.

5. On completion of project, services of the employee shall be terminated.
6. His/her appointment is purely on contract basis extendable at the maximum up to the project life subject to satisfactory performance of the appointee and he/she will have no claim/right what so ever for regularization etc. His/her services under the present contract shall not qualify him/her for pension/gratuity.
7. His/her services can be terminated at one month notice. In case he/she wishes to resign at any time, one month's notice will be necessary or in Lieu thereof one month's pay shall be forfeited.
8. His/her services will be liable to termination without any notice if his/her performance is not found satisfactory subsequently.
9. He/she will be governed by Provincial Government Rules concerning project contract appointments under the project policy as amended from time to time.
10. His/her appointment is school based and non-transfer able.
11. Stamp Duty, if any, on this instrument shall be borne by the employee.

In witness where of the said \_\_\_\_\_ and \_\_\_\_\_ on behalf of the Government have hereinto set their hands first above written.

Signed by the Employee\_\_\_\_\_

In the presence of—

Witness \_\_\_\_\_

Signed by the Project Manager IT “160151-Establishment of 500 IT Labs in Government High Schools in Khyber Pakhtunkhwa (Phase-III)” Project, E&SE Department

\_\_\_\_\_

In the presence of—

Witness \_\_\_\_\_