**Employment Agreement for contract Staff in Kudumbashree Mission**

THIS AGREEMENT is made on this the ....................... day of ................................., 2024, between the ***Director (A&F)***, State Poverty Eradication Mission, Second Floor, TRIDA Rehabilitation Building, Chalakkuzhy Road, Medical College P.O and having its Headquarters at Thiruvananthapuram hereinafter called as the “Employer" which expression shall unless be to 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 approved post on contract basis. Sri./Smt. ............................................................................., ....................................................................................................................................... .............................................................................................................................................................................................................................................................................. (name & address), holder of ID number ...................................................... hereinafter called as the “Employee” 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 she/he will at all times faithfully, industriously, and to the best of his/her skill, ability, experience and talents, perform all of the duties required of his/her 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 /her assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement. The appointment of the employee is purely on contract basis for a period of **one year** and does not entitle such a person for being regularized in the service of the State Poverty Eradication Mission under any circumstances.

2. The validity of this agreement would be a period of one year from the date of 02/04/2024 to 31/03/2025 and would also be subject to the termination clause herein or closure of the project, whichever happened earlier.

Since this is a Mission activity, the employees expect outcome based performance from its employees. If the employee fails to generate the result, the employer has the liberty to take any decision, including termination, with 30 days notice period.

**3. Position Title**

[a]. As ..................................................................................................................................., (designation, place posted and district), the Employee is required to perform the duties and undertake the responsibilities assigned by the employer through this agreement and or any other separate communication.

[b] Other duties 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 of Rs. ................................... (Rupees .................................. ................ ......................................................... only (in words and figures) per month as per GO(MS) No.127/17/LSGD dated 30/06/2017, 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 engagement of his services.

If the employee is suspended from duty during investigation into any charge of misconduct, he/she shall not be entitled to any pay during the period of suspension.

**5. Leave**

[a]. The Employee shall be entitled to casual leave for 12 days on an annual basis. If the agreement is for less than one year, Casual Leave will be proportioned.

[b]. The employee shall be entitled to leave without allowance up to a maximum period of 90 days on medical certificate from Government Medical Practitioner.

[c]. Women Employees (all contract staff) will be entitled to paid materiality leave on full pay as per Rule 100, Part I, the Kerala Service Rules up to a period of 180 days or till the expiry of the existing contract whichever is earlier, subject to the condition that leave will not be admissible from a date before three weeks from the expected date of confinement certified by the medical officer except any situation arises to do so at an early stage.

[d]. Leave on full pay as per Rule 101, Part I, the Kerala Service Rules is also extended to female officers appointed on contract basis up to a period of 6 weeks or till the expiry of the existing contract whichever is earlier, subject to the condition that application for the leave is supported by a certificate from the medical officer.

[e]. Employees worked under the employer for a period not less than 80 days immediately preceding her expected date of delivery or date of miscarriage are eligible for leave benefits mentioned [c] & [d].

[f]. All provisions related to maternity leave benefits for employees under this agreement will be as per GB decision held on 5.3.2024 and circular ***No.1259/E1/2024/KSHO dated 18-04-2024 by Executive Director*** till a final decision is taken by Govt in this matter . The decision from Government is final regarding the maternity leave and Kudumbashree has the right to change the policy as directed by the Government.

[g ]. Leave application should be submitted in advance. In exceptional circumstance, the applicant can avail leave without leave application in advance, but shall get it approved at the earliest.

[h]. Longer leave more than 45 days ( LWA ) will not be permitted in any other circumstances and the employee will be terminated if he/she is absent from duty without permission / approval.

[i]. The employee shall be eligible subject to exigencies of public service for leave and leave salary under rule contained in Appendix VIII to Kerala Service Rules, as amended from time to time.

[j]. Notwithstanding anything herein before containing the pay and leave salary admissible under these present shall be subject to any emergency cut that may be ordered by the Government for the same period and on same terms for other officers under the administration control of government.

**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. General Conditions**

[1]. The employee should not work for remuneration for any client/ institution or associate with any NGOs without prior permission of competent authority during the period of contract.

[2]. The employee shall be ready to work anywhere, where the Mission / employee has operation. The employee shall be ready to work beyond normal office hours to complete tasks on a Mission mode.

[3]. The employee shall not indulge in any act which is against the interests of the 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/her duties to the employer. Conduct of the employee shall be in accordance with the 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/her 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.

[4]. 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 affected as per the Rules and Regulations of Government of Kerala, as applicable.

[5]. The role and responsibilities of the employee shall be decided by the employer, from time to time and the employee shall be bound to obliged it.

[6]. The employee should not engage in any other full time or part time job or trade or business or remunerative work other than the full time job in Kudumbashree.

[7] The employee shall not be engaged in activities which are political in nature or shall not be the office bearer of any independent organization / groups / unions which are political in nature . Violation of this clause may lead to termination of contract , if proved.

**8. Performance Reviews**

1. The employer will conduct a midterm evaluation for the employee in which, if the employee fails to complete/ perform duties entrusted to him/her, the employer has the liberty to take any decision including termination of the employee without prior notice.
2. The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment shall be fully discussed. The employer has the right to terminate an employee at any point if the employer ascertains that the performance is poor.

**9. Traveling Allowance Rules**

If the employee is required to travel in the interest of public service he/she shall be entitled to Travelling Allowance on the scale provided for in the rules framed from time to time in force and applicable to the class of officers serving in the same station to which government may declare him/her to correspond in status or condition of service.

**10. Termination**

(a). The Employee may at any time terminate this agreement and his/her employment by giving not less than **45 days** written notice to the Employer.

(b). If the employee is medically unfit to hold the post then the employee's contract can be terminated without previous notice.

(c). If the employee is guilty of any insubordination, intemperance or other misconduct of any breach of non performance or any of previous, present or any rules pertaining to public service employee contract shall be terminated without previous notice.

(d). The employee is bound to return under this agreement any property, password, document, data, logins etc.. of State Poverty Eradication Mission [Kudumbashree], Government of Kerala and any offices under it at the time of expiry of the period of contract or at the time of termination.

[e] Violation of any sub clause mentioned in general conditions above in Clause 7 above shall result in termination without serving notice period.

**11. 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.

**12. Laws**

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

[2]. In respect of any matter in regard to which no provision has been made in this agreement the provision of Kerala Service Rules shall apply to the extent to which they are applicable to the service hereby provided for and the decision of the government as to their applicability shall be final.

**13. Independent Legal Advice**

The Employee acknowledges that the Employer has provided the Employee with 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.

**14. 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.

In respect of any notice in regard to which no provision has been made in this appointment, the decision of the State Poverty Eradication Mission on the matter shall be final.

Further, the employer reserves the right to add further conditions to the agreement, if such a case arise subsequent to the policy decisions from the Governing Body / Government.

**15. Severability**

The parties hereto agree that in the event any article 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.

**16. 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 Executive Director 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/her hand as of the date first above written.

**SIGNED, SEALED AND DELIVERED**

by Sri./Smt. ...........................................................

**PARTY OF ONE PART (Director (A&F), Kudumbashree)**

in the presence of witnesses

1. ..................................................................
2. ..................................................................

Signature and Delivered by Sri./Smt. .............................................

**PARTY OF OTHER PART (Employee)**

in the presence of witnesses

1. ..................................................................

2. ...................................................................