

## **AGREEMENT**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ (Two thousand, and \_\_\_\_\_) between Governor of the Khyber Pakhtunkhwa Province on the ONE PART and \_\_\_\_\_ (hereinafter referred to as the employee) on the OTHER PART;

WHEREAS the Government has agreed to employ the Employee and the Employee has agreed to serve the Government as \_\_\_\_\_ on the terms and conditions hereinafter mentioned;

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

1. Subject to clause 9, the employee shall serve the Government as \_\_\_\_\_ in the project under \_\_\_\_\_ Department for a period of \_\_\_\_\_ years commencing from the date of assumption of charge of the post.
2. The Employee shall-----
  - a) Devote his/her whole-time to perform his/her duties as \_\_\_\_\_ in the \_\_\_\_\_ Project;
  - b) Carry out such administrative functions in relation to his/her duties as the Government may, from time to time, assign to him/her;
  - c) Submit himself/herself to the lawful orders of the Government and of the officers and authorities under whom his/her services may be placed from time to time, during the currency of this Agreement;
  - d) and proceed, whenever required, to such part of Pakistan and perform such duties relating to his/her appointment as the Government may specify.
3.
  - a) For the services rendered, the Employee shall be entitled to receive pay as may be prescribed in the project policy/PC-I and shall not be entitled to earn any annual increments during his contractual appointment. 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 termination of this agreement or on termination of his/her services for any reason, whichever may be earlier.
  - b) The Employee shall, if required to travel in the public interest be entitled to receive traveling allowance at such rate as may be prescribed, and
  - c) The Employee shall not, unless permitted by the Government, indulge in private practice, nor shall he indulge, directly or indirectly, in any trade, business or occupation, and in any political activity whatsoever, other than his obligations under this Agreement.
4. In the event of misconduct as defined in the Province Khyber Pakhtunkhwa Government Servants Conduct Rules 1987 or breach of any of the terms and conditions specified herein or in the PC-I or Project Policy on the part of project employee, except deputationists or those Government Servants who joined the project on Extra Ordinary Leave (Leave without pay), a fact-finding inquiry shall be conducted. If charges are proved his/her services shall be terminated, besides recovery in case of pecuniary loss to the project. The appointing authority, in such cases, shall be the competent authority in respect of the project staff, other (Leave without pay). If a deputationist or those who join the project on Extra Ordinary Leave (Leave without pay), are involved in misconduct or breach of terms and condition or cause pecuniary loss to the project, they shall be repatriated to their parent department with proposed action, recovery and penalty which shall be decided by their respective competent authorities.
5. If an employee who tendered false or counterfeit certificates in support of his/her application for the said post or has intentionally given false information in support of work experience would be deemed to have committed a gross misconduct. If the fraudulent deceit is uncovered at any stage, the same will be reported to the law enforcing agencies for further action and his/her appointment shall stand withdrawn.

6. If the performance of the employee is found unsatisfactory, his/her services shall be terminated on fifteen days notice or payment of fifteen days salary in lieu of notice. In case of a Government Servant, he may be repatriated to his/her parent department.
7. The Employee shall be held responsible for the losses accruing to the Project due to his carelessness or in efficiency and shall be recovered from him.
8. The employee shall be entitled for TA/DA in accordance with the TA rules of the, Province Khyber Pakhtunkhwa.
9. The Employee shall not be entitled to any pension or gratuity for the service rendered by him;
10. Either party to this agreement may terminate the agreement by giving to the other party fifteen days notice in writing of its intention to do so and on the expiration of such notice this agreement shall be terminated:  
  
Provided that where no notice is served or served of a shorter period, the defaulting party shall pay to the other party an amount equal to the pay of the employee for the period of fifteen days or for such period by which the notice falls short, as the case may be:
11. On completion of project, the services of the employee shall be terminated. He may, however, be re-appointed if any phase of the project is there.
12. Stamp Duty, if any, on this instrument shall be borne by the employee.

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

Signed by \_\_\_\_\_

In the presence of—

Witness 1. \_\_\_\_\_

2. \_\_\_\_\_

Signed by \_\_\_\_\_

In the presence of—

Witness 1. \_\_\_\_\_

2. \_\_\_\_\_