

AGREEMENT

This Agreement is executed on this day of 2008 between M/s. Rajasthan AIDS Control Society, funded and run by National AIDS Control Organization (NACO), New Delhi, having its office at 9th floor, Chandralok building 36, Janpath, New Delhi 110001, through its Administrative Officer – Principal and Controller/Hospital Superintendent/PMO/CM&HO(hereinafter to be referred as the 1st Party of the First Part) and Sh./Smt./Ms. S/o/D/o/W/o.....R/o.....

..... (Hereinafter to be referred as the Second Party).

WHEREAS the 1st Party is an Undertaking of National AIDS Control Organization (NACO), New Delhi.

AND whereas the 1st Party is formed to control the HIV/AIDS and related diseases in Rajasthan. Its objectives in short are to create awareness about the HIV/AIDS disease etc. and to take steps for the prevention, treatment, research and cure of the disease amongst the masses. For these purposes the 1st party needs the co-operation, support and specialized nature of work from experts, including NGO Advisors, Counsellors/ Lab. Technician and Computer operator, other experts etc. on contract basis or on job contract.

And whereas the 2nd party is a NGO Advisors, Counsellors/ Lab. Technician and Computer operator and claims himself/herself to be Specialist in his/her field and claims to be capable of supporting the objectives of 1st Party by his/her specialized knowledge/ skill or the job contract has been awarded as per the requirement of the 1st party.

AND whereas the 2nd party has approached the 1st party and has offered to provide its co-operation, support and specialized nature of work to 1st party for fulfilment of the objectives/contract of the 1st party. First party has agreed to the proposal of 2nd party to render his/her service on contract basis. Now this agreement witnesses' as under-

1. That the 2nd party shall provide its co-operation, support and specialized nature of work to the 1st party according to the requirements of the 1st party on a consolidated amount of Rs. p.m. The 1st party shall intimate to the 2nd party its requirements from time to time and the 2nd party shall fulfil the requirements of the 1st party by its specialized nature of work to the utmost satisfaction of 1st party as per the contract. The 2nd party shall try utmost to use his/her skill specialized knowledge to help to the 1st party in achieving its goal.
2. That the 2nd party will be liable to such action as deemed necessary including recovery of pecuniary losses caused to this Society by negligence or orders or by omission or commission of his/her acts during the term of contract.
3. That the Agreement /arrangement between the parties will in no case be treated as Contract of Employment. There will be no relationship of master and servant OR of employer & employee between the parties.

4. The consolidated amount paid to such persons in no case would be treated as wages as there is no Contract of employment. It is made crystal clear that 2nd Party will not be entitled to any Provident Fund, Bonus, Allowances, Gratuity, ESI benefits, Emoluments or any other benefits from the 1st Party.
5. That initially present contract shall be only for a period of ----- month only from..... The contract can be cancelled before its expiry without assigning any reason by giving 7 days notice by either party.
6. That since there is no Contract of employment between the parties as such the present Agreement is out of the preview of Rajasthan State Shops & Establishments Act, Industrial Disputes Act, 1947 Payment of Minimum Wages Act Payment of Wages Act, 1936 Provident Funds Act, 1925 the Payment of Bonus Act, 1965 and any other Labour or Industrial Laws Rules & Regulations or enactment etc.
7. That if any dispute arises between the parties in respect to the present agreement the same shall be referred for adjudication/settlement to the Sole Arbitration of Project Director or any person named by him in accordance with the provisions of Arbitration & Conciliation Act or such enactment in force from time to time. The decision of the Project Director or his Authorized Representative as the case may be shall be final and binding upon the parties.

THIS Agreement is signed and executed on the day and date mentioned herein above in the presence of the witnesses mentioned below, who have also signed in presence of the parties and in each others presence.

1st Party

2nd Party

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WITNESSES:

1.

1.

2.

2.

(Notary Public)