

DZONGKHAG/THROMDE ADMINISTRATION
AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR CONTRACT TEACHERS
PART I: GENERAL CONDITIONS

1. Agreement

THIS AGREEMENT is executed on Day Month Year between.....
Dzongkhag/Thromde, hereinafter called “the employer” described in part-I and Mr/Ms/Mrs
....., hereinafter called “the Contract teacher” whose particulars are given in
part II.

WHEREAS the employer desires to engage the services of the Contract teacher on the terms and conditions hereinafter set forth; and

WHEREAS the Contract teacher is ready and willing to accept this engagement of service with theDzongkhag/Thromde on these terms and conditions.

2. Nature of Service

2.1 The employer shall employ the employee on Contract basis and he/she shall serve the employer as Contract Teacher.

2.2 The Contract teacher shall be liable to be posted or transferred to any school within the Dzongkhag/Thromde except on the last one month of the contract term.

3. Duration of Agreement

The employment hereunder shall be for a total period of months commencing from the day of month yearor subject to the closure of the academic year whichever is earlier. The duration of the period is also subject to premature termination as hereinafter provided.

4. Documents

4.1 The Contract teacher at the time of reporting for duty to the Dzongkhag/Thromde shall produce the following documents:

4.1.1 Original Medical Fitness Certificate from a qualified Medical Officer

4.1.2 Copy of online Security Clearance Certificate, which the HRO shall be responsible for its verification.

4.1.3 Attested copies of certificates and mark sheets

4.1.4 Copy of Citizenship Identity Card

4.1.5 Copy of Separation Order if voluntarily retired from the service as teacher

4.2 Upon joining duty in the school concerned, the Contract teacher shall send a copy of his/her joining report through the Principal concerned to the Dzongkhag/Thromde

4.3 The Contract teacher shall sign an oath of adherence to the Code of Conduct and Ethics and Confidentiality in the prescribed format.

5. Remuneration and allowances

5.1 The employer shall pay to the Contract teacher a consolidated salary of Nu.per month which shall be payable monthly in arrears on the last working day of every calendar month.

5.2 Difficulty allowances shall be paid to a contract employee posted to a place to a place beyond one dholam from the motorable road, as determined by the Royal Government

6. Duty

6.1 The Contract teacher shall devote himself/herself exclusively to the duties or to such other duties as the employer shall reasonably assign to him/her and shall personally attend thereto at all times by day or by night (including Sundays and Public Holidays, if necessary) except in the case of illness or accident in which case the contract teacher shall forthwith notify the employer of such illness or accident and shall furnish such evidence as it may require.

6.2 The Contract teacher shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and directions of the employer and observe all the rules and regulations and instructions in force for and in respect of the Government's property and management thereof.

6.3 The Contract teacher, whenever required by the employer shall give full and proper interaction in his/her occupation and in the specified duties of his/her office to such other person or persons as the employer shall communicate to him/her and he/she shall convey to such person or persons any secret methods, processes or information learnt or acquired by him/her in the course of the employment herewith or otherwise.

7. Leave and Travel

The contract teacher shall be eligible for the following

7.1 Casual leave of five days

7.2 Travel Allowance (TA) of an amount equal to actual bus fare or porter pony and Daily Allowance as per his/her entitlement while on official duty.

7.3 Travel Allowance (TA) of an amount equal to actual bus fare or porter pony and Daily Allowances as per the prevailing rules to begin new employment.

7.4 The contract employee shall be paid TA and DA upon completion of the contract term from the school to the Dzongkhag/Thromde headquarter.

8. Housing

The Contract teacher shall make his/her own arrangements with regard to housing and furniture. However, if Government accommodation is provided, house rent shall be deducted from the salary according to the prevailing rules.

9. Deduction

The Personal Income Tax (PIT) and other statutory deductions shall be deducted according to the prevailing government taxation rules.

10. Code of Conduct and Ethics

10.1 The Contract teacher shall be bound by the Code of Conduct and Ethics prescribed in Chapter 3 of the BCSR and in particular shall:

10.1.1 At all times during the continuance of this Agreement use his/her best endeavours to promote the interest and welfare of the employer.

10.1.2 The Contract teacher shall abide the teacher code of conduct during the term.

10.1.3 Respect all the Bhutanese spiritual, traditional and cultural values and practices. Accordingly, the Contract teacher shall conduct himself/herself at all times in such a manner that:

10.1.3.1.1 He/she does not pose any danger to the socio-economic and political stability of the country;

10.1.3.1.2 He/she does not involve in proselytization or undermine the traditional, cultural or religious values of the society;

10.1.3.1.3 He/she does not bring any undesirable influence and harmful practices which may have a damaging effect on the society, such as the use and abuse of narcotics;

10.1.3.1.4 He/she does not engage in politicizing the people or flaring up communal ill feeling among the people;

10.1.3.1.5 His/her dress, behavior and habits are congenial to decorum of the society;

10.1.3.1.6 He/she does not engage in anti-government/national propaganda and criticism of the system of Government and its policies through speech or in writing;

10.1.3.1.7 He/she avoids personal relationships with firms selling office or other equipment and avoids the acceptance of favors or gifts, or being placed otherwise under obligation to any commercial representative or to any client or customer.

11. Rights and obligations of the Contract teacher

11.1 The rights and obligations of the Contract teacher are strictly limited to the terms and conditions of this Agreement. Accordingly, the Contract teacher shall not be entitled

to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

11.2 The Contract teacher shall be solely liable for claims by third parties arising from the Contract teacher's own negligent acts or commissions in the course of performing this agreement, and under no circumstances shall the Dzongkhag/Thromde be held liable for such claims by third parties.

11.3 The Contract teacher shall not draw, accept or endorse any bill on behalf of the employer or in any way pledge the credit of the employer except so far as he may have been authorized by the employer either generally or in any particular case.

12. Unpublished Information

12.1 The Contract teacher shall not communicate to any person, Government, or other Agency of the any unpublished information made known to the Contract teacher by reason of his/her association with the Government except as required by this assignment or upon written authorization by the Government.

12.2 The Contract teacher shall not advertise or publicize his association with the Government of Bhutan under this agreement. Nor shall the name, letterhead, emblem, or official seal of the Government be used for business or professional purposes or otherwise without the prior written approval of the employer. Such materials intended for official use by employees of the Government should not be permitted to come into the possession of persons who might make unauthorized use of them, and shall not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.

13. Confidentiality and Non-competition

The Government of Bhutan requires, and the Contract teacher agrees that, during the term of the employment and at any time thereafter, the Contract teacher shall retain in confidence and not divulge or make available without the advance written consent of Dzongkhag/Thromde to any person, firm, corporation, or entity other than the Government or its designee, any information whatsoever. This includes the written embodiments of his/her services for the Dzongkhag/Thromde, in reports, studies, or the like, acquired or developed by him/her during the term of his/her employment, which relates to or concerns the business or operation of the Government or of its clients or customers.

14. Renewal/Extension of term

14.1. The employer shall extend the service of Contract teacher based on the need and requirement and the Contract teacher has to give in written stating his/her willingness to continue further.

14.2. The renewal or extension of term shall be granted (if required) based on the performance in the last contract term.

15. Termination of term

15.1 A Contract teacher shall not resign in the middle of the contract term. However, resignation may be accepted if minimum of one month's notice is issued by the Contract teacher intending to terminate the contract before expiry of the term.

15.2 In the event of failure to serve the notice in advance of the required period, the the defaulting party shall pay to the other, the salary of the employee for the stipulated notice period.

15.3 Contract teacher shall not be indispensable to the Dzongkhag/Thromde and hence shall be liable to be removed from service at any time when the Dzongkhag/Thromde finds his/her services redundant or on violation of any of these provisions.

15.4 The term shall be terminated in case the Contract teacher is required to resign due to illness with submission of relevant medical documents.

16. Dismissal for Misconduct

16.1 If at any time during the employment, the Contract teacher shall be tried for gross misconduct or breach or non-observance of any of the stipulation herein, the Contract teacher shall, at the option and discretion of the employer, forfeit the salary of one month. In addition to such forfeiture, the employer may terminate the services of the Contract teacher forthwith and without any notice or payment in lieu thereof. Upon such termination, the Contract teacher shall not be entitled to claim any compensation or damages.

Seal & Signature of Employer

Signature of Employee

PART II: PAY FIXATION

1. Position Title:
2. Position Level:
3. Agency in which appointment is to be made:
4. Period of Contract
 - a) Initial appointment: from to
5. Emolument
 - a) Consolidated Salary: Nu.
6. Deduction

The Personal Income Tax and other statutory deductions shall be levied as per the prevailing rules.

Seal & Signature of Employer

Date:

Place:

Signature of Employee

Date:

Place:

PART III: MISCELLANEOUS

Laws

The Agreement shall be construed according to and be governed by the laws of the Kingdom of Bhutan.

Appeal

Any appeal due to breach of any of the terms and conditions under this agreement by either employer or Contract teacher shall have recourse to a legal action/arbitration in a Court of Law in the Kingdom of Bhutan only.

IN WITNESS WHEREOF I, on behalf of the employer and I, Mr/Ms/Mrs, the Contract teacher have hereto set our hands this day and year.

SIGNED by the said employee

Day/month/year (affix legal stamp)

In the presence of Mr/Ms/Mrs.

SIGNED for and on behalf of the employer:

Day/month/year

In the presence of Mr/Ms/Mrs

**OATH OF ALLEGIANCE AND CONFIDENTIALITY
(CONTRACT EMPLOYEE)**

I, Mr/Ms/Mrs. having been appointed as CONTRACT TEACHER do solemnly affirm that I shall:

1. Faithfully and conscientiously discharge my duties as a Contract teacher ofDzongkhag/Thromde;
2. Do right in all manner to people in accordance with the laws, rules and regulations and Code of Conduct and Ethics of the Kingdom of Bhutan, without fear or favour, affection or ill will; and
3. Not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or made known to me as a Contract teacher of theDzongkhag/Thromde, except as may be required for the due discharge of my duties.

Date:

Name and Signature

Place: (Affix Legal Stamp)

Witness:

Name:

Signature: