

Annexure 'D'

Draft of Agreement to be signed between Deputy Commissioner and Fard Kendra Executive.

ARTICLES OF AGREEMENT MADE the day of _____, between Fard Kendra Executive _____, party of the first part and the Deputy Commissioner, District _____, being the appointing authority as party of the second part.

WHEREAS the party of Second part has engaged the party of the first part and the party of the first part has agreed to serve the party of the second part on being offered the contract of Fard Kendra Executive on a consolidated remuneration of **Rs _____ (Rupees _____) per month, for _____ years**, on the terms and conditions hereinafter contained.

NOW THESE PRESENT WITNESS and the parties hereto respectively agree as follows:--

1. That the contract of the party to the first part shall be subject to the provisions of this agreement.
2. That the contract of the party to the first part shall be purely on job work basis.
3. That the contract of the party to the first part shall be against assignments given by the Second party.
4. That the contract of the party of the first part shall be for the tenure of this agreement.
5. That no traveling allowance shall be paid to the party to the first part for joining the initial post offered to him.
6. that the contract of the party to the first part is subject to the condition of:-
 - a) Producing the original certificates together with one attested copy of each of the following:-
 - i) Certificate of educational and technical qualifications;
 - ii) Certificate regarding proof of age;
 - iii) Certificate regarding proof of experience;
 - iv) Any other documents asked by the second party;
7. that the party of the first part shall submit himself to the orders of the second party, authorized Officers of Revenue Department and also the Punjab Land Records Society from time to time.
8. that the party to the first part shall devote his whole time to his/her duties and at all time shall obey the rules including the orders and directions issued from time to time, regarding discipline, regulation of conduct or any matter relating to the affairs of his contract and shall, whenever, required proceed to any part of India and perform such duties as may be assigned to him/her.
9. That the contract of the party of the first part may be terminated as follows –
 - i) Any time on one month's notice in writing given to the party of the first part, if in the opinion of the appointing authority the party of the first part is found unsuitable during service under this agreement;

Provided, further that the appointing authority may in lieu of notice herein provided for give the party of the first part a sum equivalent to the amount of his/her remuneration for one month or shorter notice than one month if the appointing authority pay him/her a sum equal to the amount of his/her remuneration for the period by which, such notice falls short.

- ii) By the appointing authority without previous notice if the appointing authority is satisfied on medical evidences that the party of the first part is unfit and is likely to be for a considerable period to continue to remain unfit by reason of his/her ill health for the discharge of his/her duties.

Provided always that the decision of the appointing authority that the party to the first part is likely to continue to remain unfit shall be conclusively binding on the party of the first part.

- iii) That the party of the first part may after giving at least one month's notice, in writing, resign from the assignment.

Provided always that the party of the first part may in lieu of notice herein provided for give the party to the second part a sum equivalent to amount of his/her remuneration of one month immediately drawn before the date of submission of his/her resignation or shorter notice than one month if he/she pays a sum equal to the amount of his/her remuneration for the period by which such notice falls short of one month' period.

- 10. That the party of the first part may get access to the land record data, software, passwords and other information relating to land record during his/her assignment. It shall be incumbent upon the party of the first part not to disclose to any third party without the prior written consent of the second party any confidential information received during the course of contract and even after the termination of the contract.
- 11. That the party of the first part will be paid consolidated pay of Rs. _____ per month or enhanced from time to time.
- 12. Although all assignment is to be made on job work basis yet it is made clear that the party of the first part shall not have any right or claim for regular appointment in the department/Society.
- 13. The party of the first part shall not indulge in any illegal practice or unlawful activity during service under this agreement.
- 14. All differences and disputes between the party of the first part and the party of the second part/Society on the terms and conditions of appointment or any claims, liability, in relation to or arising out of this contract shall be referred to the sole arbitration of Commissioner of the division concerned at the time of reference, whose decision shall be final and binding on the party of the first part.
- 15. That stamp duty, if any, on this instrument shall be borne by the second party.

In witness whereof the party of the first part & Deputy Commissioner District _____, being the appointing authority have herein set their hands the day and year above written.

Signed by _____ the party of the first part in the presence of

- 1. _____ ()
- 2. _____

Signed by the _____, as the party to the second part in presence of

- 1 _____
- 2 _____ ()

Annexure 'E'

NON- DISCLOSURE AGREEMENT

This Agreement is made on this _____ day of _____ at _____ between Deputy Commissioner, District _____ (hereinafter referred to as First party) which expression shall unless repugnant to the context of meaning, shall include his assigns, successors and representatives of the one part and _____, working as Fard Kendra Executive on job work basis (hereinafter referred to as Second party) on the other part.

That the first party has hired the second party on job work basis as Fard Kendra Executive _____ for Rs _____ (_____) per month only. .

That during the course of job work basis; the second party would be privy to processes and information relating to the work of the Revenue department/Punjab Land Records Society.

That the first party is desirous that the processes and the information may not be mis-utilized or shared with anyone by the second party to the detriment of the interest of the Revenue department/Society.

Hence this agreement of non-disclosure, the terms and conditions of which the both parties agree as follows: -

1. That during the course of job work of the second party with the Revenue department/Society; the second party may be privy to certain information/data/secrets consisting but not necessarily limited to the following:

(a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

(b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2. The second party agreed that he/she shall not during his/her job work, or at any time after the termination of his/her job work with the Revenue department/Society, use for others, or himself/herself or disclose or divulge to others including future employees, any secrets, confidential information, or any other information or data of the Revenue department/Society in violation of this agreement.

3. That upon the termination of job work of second party from the Revenue department/Society:

(a) the second party shall return to the Revenue department/Society all documents and property of the Revenue department/Society, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Revenue department/Society's business, or in any way obtained by him during the course of job work. The second party further agrees that he/she shall not retain copies, notes or abstracts of the foregoing.

(b) the second party shall not use, sell or pass on, wholly or partially, the developed software and documents mentioned above for any commercial purposes whatsoever in future.

(c) the second party certify that he/she shall return all the material (software, hardware, documents etc.) received or developed during the course of his/her job work and shall not retain any part of the same with him/her.

(d) the Revenue department/Society may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

(e) this agreement shall be binding upon the second party and his/her personal representatives and successors in interest, and shall inure to the benefit of the Revenue department/Society, its successors and assigns.

(f) that the party of the second part may after giving at least one month's notice in writing, resign from the assignment. Provided always that the party of the second part may in lieu of notice herein provided to give the party of the first part a sum equivalent to amount of his/her compensation package of one month immediately drawn before the date of submission of his/her resignation or shorter notice than one month if he/she pays a sum equal to the amount of his/her compensation package for the period by which such notice falls short of one month period.

Provided, further that the appointing authority may after giving at least one month's notice in writing to the second party or after paying a sum equivalent to the amount of his/her remuneration for one month or for the period by which such notice falls short than one month, can dispense with the services of the second party.

(g) in case of default of any condition on the part of the second party, he/she shall be liable to the following action: -

- (i) termination of job work.
- (ii) with-holding of his/her dues pending with the Revenue department/Society;
- (iii) any legal/criminal action.

Signature of the person of the first part

Signatures of the person of the second part.

WITNESSES

1. _____ (Signatures)

2. _____ (Signatures)

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

