**Annexure(5C/1)**

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| **ROYAL UNIVERSITY OF BHUTANThimphu, Bhutan** |  |  |
|  | Passportsizephotograph |

**FIXED-TERM EMPLOYMENT FOR ONE YEAR OR MORE**

**AGREEMENT ON SERVICE TERMS AND CONDITIONS**

**PART I: GENERAL CONDITIONS**

**1. Agreement**

**THIS AGREEMENT** is executed on \_\_\_\_\_\_\_\_\_day month year
between the University, hereinafter called “the University” described in part-I and Mr./Ms. ., hereinafter called “the staff” whose particulars are given in part II.

**WHEREAS** the University desires to engage the services of the staff on fixed-term employment based on the terms and conditions hereinafter set forth; and

**WHEREAS** the staff on fixed-term employment is ready and willing to accept this engagement of service with the University on these terms and conditions.

**2. Nature of Service**

2.1 The University shall employ the staff on fixed-term employment and the staff shall serve the University as (position)……………………………..

2.2 The staff on fixed-term employment shall be liable to be posted or transferred to any College/OVC.

**3. Duration of Agreement**

The employment hereunder shall be for a total period of………………… months commencing from the day of………………….month……….…..year……………… (hereinafter referred to as the duration of service), subject to premature termination as hereinafter provided.

**4. Documents**

4.1 The staff at the time of reporting **(or selection)** for duty shall produce a medical fitness certificate from a qualified medical officer and a certificate of character and good conduct signed by a senior government officer of the country of the nationality or his/her last employer.

4.2 Upon joining duty in the organisation concerned, the staff shall send a copy of his/her joining report through the concerned College/OVC to the University.

4.3 An expatriate appointed on fixed-term employment shall produce a certificate issued by the police/local authority of the area of the staff’s home address, certifying that the staff is a bona fide inhabitant of that locality, or a letter from an Embassy of the country of which the staff is a national certifying/verifying the nationality of the individual concerned or a valid passport.

4.4 A Bhutanese applying for fixed-term employment shall produce a valid security clearance certificate and other documents specified by the University.

4.5 The staff shall produce attested copies of certificate/testimonials in support of education qualifications, date of birth, experience, etc. to the University/College/OVC concerned for record.

4.6 The staff shall sign an Oath of Adherence in the prescribed format at ***Annexure 5C/2.***

**5. Remuneration and Allowance**

The University shall during the employment pay to the staff the remuneration specified in Part-II, which shall be payable monthly on the last working day of every calendar month.

**6. Duty**

6.1 The staff shall devote exclusively to duties or to such other duties as the University shall reasonably assign to the staff 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 staff shall forthwith notify the University of such illness or accident and shall furnish such evidence as it may require.

6.2 The staff shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and directions of the University and observe all the rules and regulations and instructions in force for and in respect of the University’s property and management thereof.

6.3 The staff, whenever required by the University shall give full and proper interaction in the staff’s occupation and in the specified duties of office of the staff to such other person or persons as the University shall communicate to the staff and the staff shall convey to such person or persons any secret methods, processes or information learnt or acquired in the course of employment herewith or otherwise.

6.4 Leave and Travel

6.4.1 The staff shall be eligible for TA & DA, Leave (except extraordinary leave and study leave) and leave travel concession (LTC), as per the RUBHRRR 2017.

6.5 Medical Facility

The staff and the family members shall be provided medical treatment by the Government as per the prevailing medical treatment rules.

6.6 Housing

The staff shall make 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.

6.7 Compensation for Service Incurred Injury

In the event of illness, injury, or death attributable to the performance of service on behalf of the University under the terms of this Agreement, the staff shall be entitled to compensation payable under Group Insurance Scheme and Chapter 17, RUBHRRR 2017.

6.8 Pension, Provident Fund and Insurance

The staff under this rule shall be governed by rules and regulations of the National Pension and Provident Fund Scheme and the Government Staff Group Insurance Scheme.

6.9 Deduction

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

6.10 Terminal Benefit

6.10.1 Gratuity

One month's last basic pay shall be paid as gratuity for every completed year of satisfactory service in accordance with the rule. The gratuity shall be payable when:

* + - * The University terminates the agreement, or
			* The Staff is required to resign due to illness or disabilities incurred while in service.
			* In case of the demise of the staff while in service.

The Gratuity shall be payable to the nominee(s) of the staff in case of demise while in service.

6.10.2 Repatriation/Retirement Benefit

The following benefits shall be paid at the time of repatriation/retirement:

6.10.2.1 Transfer grant according to the prevailing RUBHRRR 2017.

6.10.2.2 Travel Allowance of an amount equal to the last basic pay that the staff is entitled to at the time of repatriation.

6.10.2.3 Transport charge of personal effects as per the prevailing rules.

1. **Mode of Payment**

Remuneration and allowances and all other entitlements under the agreement shall be payable only in Ngultrum.

1. **Code of Conduct and Ethics**

8.1 The staff shall, at all times during the continuance of this Agreement, use best endeavors to promote the interest and welfare of the University.

8.2 The staff shall respect all the Bhutanese spiritual, traditional and cultural values and practices and conform to the University Code of Conduct and Ethics. Accordingly, the staff shall conduct in a fitting manner that:

8.2.1 The staff does not pose any danger to the socio-economic and political stability of the country;

8.2.2 The staff does not involve in proselytisation or undermine the traditional, cultural or religious values of the society;

8.2.3 The staff 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;

8.2.4 The staff does not engage in politicising the people or flaring up communal ill feeling among the Bhutanese people;

8.2.5 The staff’s dress, behavior and habits are congenial to decorum of the Bhutanese society;

8.2.6 The staff does not engage in anti-government/national propaganda and criticism of the system of Government and its policies through speech or in writing;

8.2.7 The staff shall refrain from visiting places/institutions restricted for entry by foreigners without a specific written permit;

8.2.8 The staff is prohibited from engaging in employment other than permitted by this agreement and shall not participate in paid activities; and

8.2.9 The staff avoids personal relationships with firms selling office or other equipment and avoids the acceptance of favours or gifts, or being placed otherwise under obligation to any commercial representative or to any University’s client or customer.

**9. Rights and Obligations of the Staff**

9.1 The rights and obligations of the fixed-term staff are strictly limited to the terms and conditions of this Agreement. Accordingly, the staff shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

9.2 The staff shall be solely liable for claims by third parties arising from the staff’s own negligent acts or commissions in the course of performing this agreement, and under no circumstances shall the University be held liable for such claims by third parties.

9.3 The title rights, copyrights, and all other rights of whatever nature in any material produced under the provision of this agreement by the staff shall be vested exclusively with the University.

9.4 The staff shall not be concerned or interested directly in any other business except that of the University.

9.5 The staff shall not, at any time during the continuance of employment hereunder, acquire or attempt to acquire any option or concession in Bhutan for self or any other person.

9.6 The staff shall not draw, accept or endorse any bill on behalf of the University or in any way pledge the credit of the University except so far as the staff may have been authorised by the University either generally or in any particular case.

**10. Unpublished Information**

10.1 The staff shall not communicate to any person, government agency, or other College/OVC of the University any unpublished information made known to the staff by reason of the staff’s association, except, as required by this assignment or upon written authorisation by the University.

10.2 The staff shall not advertise or publicise the staff’s association with the University for unauthorised Actions under this agreement. Nor shall the name, letterhead, emblem, or official seal of the University be used for business or professional purposes or otherwise without the prior written approval of the University. Such materials intended for official use by staff of the University should not be permitted to come into the possession of persons who might make unauthorised use of them, and shall not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.

**11. Confidentiality and Non-competition**

The University requires, and the staff agrees that, during the term of the employment and at any time thereafter, the staff shall retain in confidence and not divulge or make available without the University’s advance written consent to any person, firm, corporation, or entity other than the University or its designee, any information whatsoever unless permitted under the provisions of Academic Freedom. This includes the written embodiments of services for the University, in reports, studies, or the like, acquired or developed by the staff during the term of employment, which relates to or concerns the business or operation of the University or of its clients or customers.

**12. Renewal of Service**

12.1 Not less than three months (for academics) and one month (for administrative & technical staff) before the date under this Agreement is due to expire, the staff shall inform the University in writing whether the staff desires to remain and continue in the service of the University, who shall thereupon consider whether to re-engage the staff, provided that any such re-engagement shall be upon such conditions, including the duration of the new agreement, as shall be agreed upon between the University and the staff.

12.2 Renewal of staff on fixed-term agreement shall be carried out through the CMS/SMT for the College/OVC respectively. The Administrative/HR Officer shall submit the list of staff interested to renew their services (six months prior to date of expiration for academics and one month prior to the date of expiration for administrative and technical staff) including required documents to the CMC/SMT for decision.

12.3 Performance shall be an important determining factor for extension/renewal. ‘Outstanding’ rating for Bhutanese academics and a minimum of ‘Very Good’ rating for others should be required for the renewal of service.

12.4 Any notice to be given hereunder shall be given in writing and be delivered or sent by registered post to the University, and any complaint or application of the staff shall in the first instance be addressed to the Head of the office of the employing College/OVC.

**13. Termination of Service/Agreement**

13.1 A minimum of one month's notice for administrative and technical staff shall be issued by the party intending to terminate the service before expiry of the term. However, in the case of academics, six month’s notice shall be required. In the event of failure to serve the notice in advance of the required period, the defaulting party shall pay to the other, the basic pay of the staff for the stipulated notice period.

13.2 The staff shall be liable to be separated from service at any time when the University finds the staff’s services redundant or on violation of any of these provisions.

**14. Dismissal**

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

14.2 The staff shall be paid post service benefits upon completion of the assignment under this agreement upon production of a clearance certificate from the Royal Audit Authority and the employing College/OVC.

**PART II: PAY FIXATION**

1. Position Title:…………………………………………………………………
2. College/OVC in which appointment/renewal is to be made:……….
3. Period of Service
4. Initial appointment: from ………………………….. to ………………………….
5. Remuneration
	1. Pay Scale: Nu…………………………………… …………………..
	2. Basic Pay per month: Nu. …………………(in words) Ngultrum ……………………… …….… … … ………………………… ………………………………………………only).
	3. Other allowances (if entitled):
6. …………………………………..: Nu…………………per month.
7. …………………………………..: Nu…………………per month.
8. …………………………………..: Nu…………………per month.
9. …………………………………..: Nu…………………per month.

**Total (4.2 + 4.3): Nu…………………per month.**

 *(Note: Allowances will change with the change in basic pay due to increment)*

1. Deduction

All deductions such as Personal Income Tax, Health Contribution, Group Insurance and house rent (if a government house is allotted) shall be levied as per the prevailing rules.

**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 the breach of any of the terms and conditions under this agreement by either party shall have recourse to a legal action/arbitration in a Court of Law in the Kingdom of Bhutan only.

**IN WITNESS WHEREOF** I,……………………………………..employer for and on behalf of the Royal University of Bhutan and…………………………..…….the staff have hereto set our hands this day and year.

**SIGNED** by the staff…………………………………………day/month/year (affix legal stamp).

 In the presence of…………………………………………………………………………………..

**SIGNED** for and on behalf of the University:……………………………………….. day/month/year.

In the presence of