

ARTICLES OF AGREEMENT made this the day ofTwo thousand and BETWEEN Sri(Here enter name and address) of the first part and the Chairman of Kerala State Pollution Control Board (hereinafter called 'the Board') of the other part.

WHEREAS THE BOARD have engaged the party of the first part and the party of the first part has agreed to serve the Board on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS as follows:-

1. The party of the first part shall submit himself to the orders of the Board and of the Officers and authorities under whom he may from time to time be placed by the Board and shall remain in the service for a term of one year commencing from the date of joining or up to the joining of Public Service Commission hand in the post, which ever is earlier.
2. The party of the first part shall devote his whole time to his duties and at all times obey the rules including the Board's Conduct Rules prescribed from time to time.
- 3: The service of the party of the first part may be terminated as follows:-
 - 1) At the end of the first year by either party without notice or on reporting of regular hand from Public Service Commission.
 - 2) At any time on one month notice in writing given to him by the Board if, in the opinion of the Board, the party of the first part proves unsuitable for the efficient performance of his duties during service under this agreement:
 - 3) By the Board without previous notice if the Board are satisfied on medical evidence that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in India:

PROVIDED always that the decision of the Board that the party of the first part is likely to be unfit shall be conclusively binding on the party of the first part.

- 4) By the Board or their officers having proper authority without any previous notice if the party of the first part shall be guilty of any insubordination, intemperance or other misconduct or of any breach or non-performance of any of the provisions of these presents or of any rules pertaining to the public service to which he may belong.
- 5) By one calendar month notice in writing given at any time during service under this agreement either by him to the Board or by the Government or their authorized Officer to him without cause assigned:

PROVIDED always that the Board may, in lieu of any notice herein provided for, give the party of the first part a sum equivalent to the amount of his pay of one month or shorter notice than one month if they pay him a sum equal to the amount of his pay for the period by which such notice falls short of one month.

[*** *** *** *** *** *** *** ***]

The term 'pay' for the purpose of this clause shall mean the consolidated pay the party of the first part is receiving under these presents at the time, of his appointment and 1st party is not eligible for any other allowances.

4. If the party of the first part is suspended from duty during investigation into any charge of misconduct mentioned in sub-clause (4) of clause 3 hereof, he shall not be entitled to any pay during such period of suspension but shall be entitled to receive a subsistence grant at such rate as the Board may decide to allow him.
5. The consolidated pay attached to the post of to which the party of the first part is appointed shall be granted pay at the rates of Rupeesper mensem with the provisions of the rules from time to time in force and applicable to his case, service in the stages reckoning from the aforesaid date. The pay from time to time payable to him under these presents shall be paid for such time as he shall serve under this agreement and actually perform his duties commencing from the aforesaid date and ceasing on the date of his quitting service or on the day of his discharge there from or on the day of his death if he shall die whilst in service.
6. If the party of the first part is required to travel in the interest of the public service he shall be entitled to Travelling Allowance on the provisions provided for in the rules framed by the Board from time to time in force and applicable to the class of Officers serving in the same station to which Board may declare him to correspond in status or conditions of service.
7. The party of the first part shall be eligible for any concessions in relation to medical attendance and treatment that may be prescribed by the Board for the class of Officers serving in the same station to which the Board may declare the party of the first part to correspond in status or conditions of service.
8. Notwithstanding anything herein before contained the party of the first part shall, unless otherwise decided by the Board, be entitled to receive in whole or in part as may be authorised by the Board the benefits of any improvement that may be sanctioned by the Board subsequent to the date of these presents in the terms and conditions of the service of members of the public service to which he may for the time being belong and the decisions of the Board in respect of such improvement in the terms and conditions of service of the party of the first part shall operate so as to modify to that extent the provisions of these presents.
9. Notwithstanding anything herein before contained the consolidated pay admissible under these presents shall be subject to any emergency cut that may be ordered by the Board for the same period and on the same terms as for other officers under the administrative control of the Board.
10. The party of the first part shall have no claim for being regularized in the service of the Board in confirmation of the appointment.
11. In respect of any matter in regard to which no provisions has been made in this agreement the provisions of the Kerala Service Rules shall apply to the extent to which they are applicable to the service hereby provided for and the decision of the Board as to their applicability shall be final.

In witness whereof Sri.....the party of the first part and
Sri..... Member Secretary to the Board for and on behalf

of the Chairman of Kerala State Pollution Control Board hereunto set their hands the day and year first above written.

Signed by Sri.....the party of the first part. In the presence of witnesses:

1.....

2.....

Signed by Sri.....Member Secretary to the Board for and on behalf of the Kerala State Pollution Control Board.

In the Presence of witnesses:

1.....

2.....