

AGREEMENT

This agreement made this _____ day of _____ 20____ between the PRESIDENT OF INDIA hereinafter referred to as the Government (Which expression shall unless excluded by context include his succession and assignees) of the one part and Shri/Kum. _____ Son/daughter of Shri _____ hereinafter called the Trainee (Which expression shall unless excluded by the context, include his heirs, executors and administrators) of the other part.

WHEREAS THE TRAINEE has applied to the government for admission to the Training Course conducted by the GOVERNMENT at KOTA for imparting training in _____ in the Heavy Water Plant, Kota (hereinafter referred to as the TRAINING COURSE).

AND WHEREAS THE GOVERNMENT has selected and accepted the TRAINEE for admission to the said TRAINING COURSE on the Training agreeing to the terms and hereinafter appearing and subject to the Trainee being found physically fit by the Medical Officer of the Government as hereinafter provided.

NOW IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

- 1) On admission to the training course, the TRAINEE shall submit himself/herself to a medical examination for physical fitness by the Medical Officer of the GOVERNMENT and in the event of the Medical Officer, whose decision shall be final and binding declaring the TRAINEE to the medically unfit for training, the TRAINEE shall leave the TRAINING COURSE forthwith.
- 2) After admission to the Training Course on passing, the Medical examination, the TRAINEE shall undergo a course of training for a period of two years commencing from _____ and the TRAINEE shall not leave the TRAINING course before the completion of his training on any ground whatsoever without first obtaining the permission of the GOVERNMENT and the GOVERNMENT shall have the power to grant or refuse such permission on its absolute discretion.
- 3) THE GOVERNMENT shall, subject nevertheless to the provisions contained in the clause-10 of this Agreement, and subject to the observing and fulfillment of all the provisions contained herein and on the part of the TRAINEE to be observed and fulfilled pay to the TRAINEE stipend of ₹16,000/- (Rupees Sixteen Thousand only) (1st Year) per month and ₹18,000/- (Rupees Eighteen Thousand only) (2nd Year) per month for the period of his/her training course.
- 4) The trainee shall furnish an Indemnity Bond containing such terms and conditions and in such form as the Government may prescribe for an amount of ₹4,11,000/- (Rupees Four Lakh Eleven Thousand only) including book allowance of ₹3,000/- (Rupees Three Thousand only) from permanent Government Officer of the Status of Group-B and above serving under a State Government or Government of India.

- 5) On successful completion of training, the trainee shall accept serving, if offered, for a period of three years under the Heavy Water Plant (Kota) or at any other place under any constituent unit of Heavy Water Board/Department of Atomic Energy as the Government may decide in any of the posts mentioned in the schedule hereto to which he/she may be appointed. In the event of the trainee refusing or otherwise failing to accept service as aforesaid or in the event of the TRAINEE giving up or leaving the service before the expiry of the said period of three years after joining service, without the consent of the Government in writing or in the event of the TRAINEE being discharged or dismissed from service before the expiry of the said period of three years after his/her joining service on the ground of misconduct or negligence or dereliction of duty or violation of the service rules or on any similar ground, he/she shall refund to the GOVERNMENT without delay and in one lump sum a sum equal to the entire aggregate amount of stipend received by him/her during the period of his/her training together with interest thereon.
- 6) The category of post which may be offered to the TRAINEE are mentioned in the **Schedule A** and the choice as to which of the several posts is to be offered to the TRAINEE taking into consideration his/her qualification, experience and suitability will rest with the GOVERNMENT and not with the TRAINEE.
- 7) During the period of training, the TRAINEE shall not apply for any post or appear for any examination or interview without the prior permission in writing of the GOVERNMENT. If the TRAINEE has applied for any post or scholarship prior to his admission to the training course, he/she shall on admission withdraw all such applications and shall inform the authorities of the **Heavy Water Plant, Kota** in writing of his/her having done so within ten days of his/her joining the training course.
- 8) The TRAINEE shall be entitled only to 8 days causal leave on medical certificate during the period of his/her training. He/she will not be entitled to any other leave and any leave availed of will be leave without stipend.
- 9) The TRAINEE shall observe and fulfill all the rules and regulations that may be framed from time to time for the maintenance of discipline and for promoting the efficiency of the trainees undergoing the said training course.
- 10) The GOVERNMENT notwithstanding anything herein contained shall be at liberty to discontinue the payment of stipend to the TRAINEE and to discharge the TRAINEE from training course at anytime without assigning any cause and without any notice and the TRAINEE shall not be entitled to claim any compensation from GOVERNMENT on that account.
- 11) The trainee shall devote his/her whole time to his/her duties as a TRAINEE and shall at all times observe the orders issued by and on behalf of the GOVERNMENT from time to time in relation to the training course and shall not, except in the case of an accident or sickness certified in writing by such Competent Medical Authorities as the GOVERNMENT may prescribe, absent himself from attending the training course without first obtained the permission in writing from the officer(s) nominated in his behalf.
- 12) The TRAINEE shall employ himself/herself honestly, efficiently and diligently to his/her work and study during the period of his/her training.

- 13) The trainee shall not publish the result of his investigation made while under training without the prior approval in writing of the GOVERNMENT.
- 14) All investigations made, all methods or improvement discovered by the TRAINEE during the period of his/her training shall be for the benefit of the GOVERNMENT and these shall absolutely belong to the GOVERNMENT.
- 15) The TRAINEE hereby undertakes and agrees that in the event of the TRAINEE committing breach of any single or more of the terms and conditions contained in this agreement and on the part of the TRAINEE to be fulfilled, observed and performed the TRAINEE shall be liable to pay to the GOVERNMENT forthwith the entire amount of stipend received by the TRAINEE from the GOVERNMENT under this agreement or otherwise in the course of his training in the training course and the TRAINEE binds himself to the GOVERNMENT to pay it without delay and in one lump sum together with interest thereon.
- 16) All moneys that may be found to be due under this Agreement from the trainee shall be recoverable from him/her as arrears of land revenue under Revenue Recovery Act, 1890.
- 17) The decision of the Chief Executive, Heavy Water Board, Mumbai for the time being, as to whether or not the TRAINEE has observed and fulfilled all the rules and regulations framed and issued from time to time in relation to the training course or as to whether or not the TRAINEE has complied with the provision contained in clauses 11, 12, 13 and 14 of this agreement shall be binding on the trainee and such decision shall never be disputed by him/her.
- 18) It is agreed by and between the parties hereto that if during the continuance of this agreement or at any time thereafter, any question, dispute or difference shall arise between the parties or their respective heirs, legal representatives and administrators with regard to the construction of any of the terms, provisions or conditions herein contained or any act, deed or thing, done or to be done in pursuance hereof or any other matter or thing, relating to touching or arising out of this agreement or with regard to the quantum of any amount payable by the TRAINEE to the GOVERNMENT pursuant to the obligations and liabilities of this agreement all such questions, disputes or differences (except the decision whereof is expressly otherwise provided for in this Agreement) shall be referred to the sole arbitration of the officer appointed for this purpose by the General Manager, Heavy Water Plant, Kota for the time being and the decision of such arbitrator shall be final and binding on the parties of the agreement. The Provisions of the Indian Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply and this agreement shall be deemed to be a submission to arbitration within the meaning of the said Act. And it is also agreed that there will be no objection to the appointment of the arbitrator as above that the arbitrator is a Government Servant and as a Government servant in the course of his duty has expressed any views on the question of the points in dispute at anytime (while dealing with matter to which this agreement relates). The arbitrator shall always have the right from time to time to extend the time for making the award with the consent of both the parties.

19) It is agreed that the stamp duty on this document, if any, shall be borne by the Government.

IN WITNESS WHEREOF THE PRESIDENT OF INDIA has caused _____ Chief Executive, Heavy Water Board (CO) to set his hand for and on behalf of the President of India and the TRAINEE has set his hand on this day of the year first above written.

Administrative Officer-III

**For and on behalf of the
PRESIDENT OF INDIA.**

In the presence of witness to the
Signature of General Manager, HWP (Kota)

1. Signature of Witness No.1 :
Date :
Name and Full Address :
(in Block letters)

2. Signature of Witness No.2 :
Date :
Name and Full Address :
(in Block letters)

SIGNED BY THE TRAINEE

Signature of the TRAINEE

In the presence of (Witness
to the Signature of the
Trainee)

Name and Address
(in Block letters)

1. Signature of Witness No.1 :
Date :
Name and Full Address :
(in Block letters)

2. Signature of Witness No.2 :
Date :
Name and Full Address :
(in Block letters)

**POST TO BE OFFERED TO TRAINEES AFTER SUCCESSFUL
COMPLETION OF THE TRAINING (VIDE ITEM NO.6)**

SCHEDULE 'A'

Scientific Assistant/C - (Level 7 in the Revised Pay Matrix subject to minimum pay of ₹44,900 per month plus allowances as applicable)