

AGREEMENT FOR PG COURSE STUDENTS (FIRST, SECOND AND THIRD YEAR POSTGRADUATE JUNIOR RESIDENTS)

THIS AGREEMENT is made on this _____ day of _____ two thousand thirteen between Dr. _____ son of/ daughter of _____ Address _____ (hereinafter called the Postgraduate Junior Resident) of the other part: the President of India through _____ Secretary, Medical Education & Research, Chandigarh Administration (hereinafter called the College) of the one part and _____

WHEREAS the College intends to appoint the said Doctor as Postgraduate Junior Resident for a period of three years commencing from the _____ Day of _____ 20____

AND WHEREAS the said Dr. (Postgraduate Junior Resident) has agreed to serve the College, on the terms and conditions hereinafter contained.
Now, therefore, this deed witnesses as follows:-

1. The Postgraduate Junior Resident shall submit himself/herself to the order of the College and the officers and authorities under whom he/she may, from time to time, be placed by the Director Principal and shall serve as Postgraduate Junior Resident for a period of three years commencing from the _____ day of _____ 20____ until his / her course / services are terminated prematurely as hereinafter provided, the Director Principal of the College may, in his discretion, however, extend the term : (I) in the event of unauthorized absence from duty (II) if the period of condonable absence for valid reasons exceed 30 days.
2. The course/services of the Postgraduate Junior Resident may be terminated in the following events:-
 - i) By the Director Principal of the College without any previous notice if he/she is satisfied on medical evidence that the Postgraduate Junior Resident is unfit and is likely to be a considerable period to continue unfit by reasons of ill health for discharge of his/her duties. The decision of the Director Principal shall be conclusive and binding on him/her.
 - ii) By the Director Principal of the College without any previous notice if the Postgraduate Junior Resident is guilty of any insubordination, intemperance or other misconduct or any breach or non-performance of any of the provisions of this agreement or of any rules pertaining to the college provided always that the decision of the Director Principal of the College in this behalf shall be conclusive and binding on the Postgraduate Junior Resident.
 - iii) By thirty days notice in writing given at any time during the course under this agreement by the Director Principal of the College, or its authorized officers to him/her without assigning any reasons.
 - iv) If at the end of first six months of his registration his/her performance is not found to be satisfactory on assessment to be made by the Head of the department concerned.

3. The Postgraduate Junior Resident shall devote his/her whole time to the duties of the said service and shall not engage, directly or indirectly in any trade, business, occupation or profession (including any private practice) on his own account and shall not (except in case of accident or sickness certified by competent medical authority) absent himself/herself from his/her said duties without having first obtained the permission from the Director Principal or his authorized officers. Unauthorized absence from duty shall result in extension of period of training by a period equal to the duration of absence and cause loss of a term if it exceeds 30 days during the three years term.

4. The Postgraduate Junior Resident shall not, except as provided in this agreement, resign his/her appointment without completing the Postgraduate course to which he/she has been admitted by the college. Defaulter who leave the said course within one year after last date of admission schedule approved by Panjab University, Chandigarh shall be liable to pay a penalty of Rs. 5,00,000/- (Rupees Five Lacs only), may be relaxed, in case the resultant vacant seat is filled up within the admission schedule fixed by the Panjab University, Chandigarh. Two sureties on non-judicial stamp paper of Rs. 15.00 preferably from the Panjab residents are required to be submitted at the time of admission. The candidate who fails to submit the same shall not be allowed to join the course. Sureties from Jr./Sr. Residents are not acceptable.

5. With effect from the _____ day, of _____ 20____ the College shall pay the Postgraduate Junior Resident so long as he/she remains in the said course/service and actually perform his/her duties as aforesaid at the monthly rate of pay scale of Rs. 15600-39100 + 5400/- Grade pay, plus the Dearness allowance admissible thereon from time to time. However, no increment or any other allowance etc., shall be admissible to them in the first, second, and third year of his/her course/service as Postgraduate Junior Resident. He/she will be entitled for admissible allowances as approved/notified by the Chandigarh Administration from time to time.

6. The Postgraduate Junior Resident shall be eligible for such concession in relation to medical attendance and treatment as may be prescribed by the College.

7. Subject to availability, the Postgraduate Junior Resident will be entitled to free partially furnished single room hostel accommodation per month. The Postgraduate Junior Resident shall have to abide by the rules and regulations of the hostel where he/she is accommodated and shall occupy the room allotted to him/her only as a licensee. The allottee shall be deemed to be responsible for upkeep of the property and payment of all bills in time. "No Dues Certificate" shall be issued by the Construction and Planning Branch after the property in possession has been handed over and all bills cleared. Use of Air conditioners, Heaters and other electrical appliances consuming high electrical energy will be permissible in the hostel only as per Hostel Rules.

8. The Postgraduate Junior Resident in different Courses shall vacate the accommodation given to him/her as aforesaid within ten days of the expiry of the term or earlier in the event of early termination of employment/course of training. The Director Principal of the College where such accommodation is provided shall be entitled to take action for eviction in case the Postgraduate Junior Resident fails or neglects to vacate such accommodation and deliver peaceful possession thereof to the Head of the College. Penal rent shall be imposed after the expiry of authorized period of allotment of dwelling unit till the day it is vacated as per Hostel Rules.

9. Besides academic working in pursuance of the postgraduate studies, the Postgraduate Junior Resident shall carry out all the duties, and responsibilities required of him/her, to be performed and undertaken, by the Head of the Department/Unit where he/she will be placed in such other clinical and technical duties or may be assigned to him/her by the aforesaid authorities from time to time in the interest of the efficient patient care and running of the hospital. The decision of the Director Principal of the College as to whether the Postgraduate Junior Resident has satisfactorily carried out all the duties and responsibilities as aforesaid shall be final and binding on the Postgraduate Junior Resident for the first, second and third year.

10. The Postgraduate Junior Resident shall be liable to be on call duty, as per departmental roster.
11. The Postgraduate Junior Resident may be allowed one day off in a week in rotation subject to exigencies of work.
12. During the term of course/employment 30 days leave for a completed one year will be permissible during first year and 36 days leave during each of the subsequent years. The leave for any year cannot be carried forward to a subsequent year or encashed.
13. The Postgraduate Junior Resident shall not be allowed to apply for job/position/assignment elsewhere during the course of his/her postgraduate studies and such application shall not be forwarded during the validity of the agreement including USLME/DNBE and Civil Services examination.
14. The Postgraduate Junior Resident shall not be issued certificate/testimonial of any kind bearing evidence of satisfactory work, experience/performance etc., in case of discontinuation of his/her studies.

IN WITNESS WHEREOF the parties have here-unto set their hands on the day and year first here-in-above written.

SIGNED BY

(_____)
SIGNATURE OF THE POSTGRADUATE JUNIOR RESIDENT

In the presence of:

Name of the witness and address

(Signature of witness)

Signed by the Additional Director (Admn.), Govt. Medical College,
Chandigarh for and on behalf of Govt. Medical College & Hospital,
Chandigarh.

Name of the witness and address:

(_____)
Signature of witness

UNDERTAKING

I, Dr. _____ "PG Student/ Postgraduate Junior Resident (1st year) for the _____ course of Govt. Medical College and Hospital, Chandigarh do hereby undertake to complete the said course as per requirements of the College. In the event of my leaving the course within one year after last date of admission schedule approved by Panjab University, I undertake to pay penalty of Rs. 5,00,000/- (Rupees Five lac only) to the College.

Dated: _____

(_____) (Signature of Postgraduate Junior Resident)

WITNESSES:

Name: _____

1. Signature: _____ Deptt. _____

NAME AND FULL ADDRESS:

PERMANENT ADDRESS :

2. Signature: _____ Deptt. _____

NAME AND FULL ADDRESS

PERMANENT ADDRESS :

