

**AGREEMENT FOR SENIOR RESIDENTS**

**(First Year)**

ARTICLES OF AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ BETWEEN Dr. \_\_\_\_\_ S/o / D/o. \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter called 'THE SENIOR RESIDENT') of the one part and the JIPMER, Puducherry (hereinafter "THE INSTITUTE) of the other part.

WHEREAS the Institute intend to appoint the party of the first part as FIRST YEAR SENIOR RESIDENT for a period of one year commencing from the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_.

AND WHEREAS it has been agreed by and between the parties hereto that the SENIOR RESIDENT shall serve the Institute on the terms and conditions herein contained.

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

1. The Senior Resident shall submit himself/herself to the orders of the Institute and the officers and authorities under whom he/she may from time to time be placed by the INSTITUTE and shall serve as SENIOR RESIDENT for a period of ONE year commencing from the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_, until his/her services are terminated previously as hereinafter provided. The Institute may in its discretion however extend this term by a short period until arrangements for a substitute are made.
2. The services of the SENIOR RESIDENT may be terminated without any prior notice by the Director:
  - I. If he/she is satisfied on medical evidence that the resident is unfit and is likely to remain so for a considerable period for reasons of ill health and unable to discharge his/her duties and the decision of the Director whether the Resident is unfit and is likely to continue to remain unfit shall be conclusive and binding on him/her,
  - II. If the Resident is found to be guilty of any insubordination, interference or other misconduct or any breach or non-performance of any of the provisions of the agreement signed by him/her at the time of admission or of any rules pertaining to the Institute, and necessary action will be taken against the student / resident,
  - III. If any resident is absent continuously for more than 30 (Thirty) days without any intimation to the office, necessary disciplinary action will be taken against the candidate,
  - IV. If the certificates submitted by him/her at the time of joining the course are found to be not genuine by the Competent Authority at any time during or after the course, his/her admission will stand cancelled and if he/she has completed the course then his/her Degree is liable to be cancelled by the Competent Authority.

3. If the Senior Resident be suspended from duty in connection with any investigation into his/her conduct, he/she shall not be entitled to any salary during such period of suspension.
4. The Senior 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/her own account and shall not (except in case of accident or sickness certified by Competent Medical Authority) absent himself/herself from his said duties without having first obtained permission from the Institute.
5. The Senior Resident shall not resign, except with the previous written sanction of the Competent Authority to be obtained after giving thirty days' notice in writing, provided always that the Senior Resident may, in lieu of the notice herein provided for, give a sum equivalent to the amount of his/her salary for 30 days and for a shorter period than thirty days, a sum equal to the amount of his/her salary for the period by which such notice falls short of thirty days.
6. With effect from the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ the Institute shall pay the SENIOR RESIDENT so long as he/she remains in the said service and actually performs his/her duties as aforesaid, salary and other allowances admissible under rules as admissible subject to such conditions laid down by the Institute and as approved by Ministry of Health and Family Welfare, Government of India from time to time.
7. Subject to availability, the Senior Resident will be entitled to hostel accommodation. Senior Resident shall have to abide by the rules and regulations of the hostel as laid out in the Hostel Manual and notified by the institute from time to time and shall occupy the room allotted to him/her only.
8. The Senior Resident shall vacate the accommodation given to him/her as aforesaid within seven days of the expiry of the term or earlier in the event of early termination of employment. The Head of the Institution where such accommodation is provided shall be entitled to take action for eviction in case the Senior Resident fails or neglects to vacate such accommodation and deliver up peaceful possession to the Head of the Institution.
9. The Senior Resident shall carry out all the duties and responsibilities required of him/her to be performed and undertaken by the Head of the Institution where he/she will be placed in the

discharge of the patient care and maintenance of records and such other clinical and technical duties as may be assigned to him/her by the aforesaid authorities from time to time in the interest of efficient patient care and running of the hospital. The decision of such authority as to whether the Senior Resident has satisfactorily carried out all the duties and responsibilities aforesaid shall be final and binding on the Senior Resident.

10. The Senior Resident may be allowed one day off in a week in rotation subject to exigencies of work.
11. During the term of employment, 24, 30 & 36-days' leaves will be permissible to the senior resident for complete 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> academic years respectively. Any leaves availed beyond the above-mentioned leaves will be treated as extraordinary leave and the senior resident has to do extension of residency to compensate any extraordinary leaves availed by him/her and to complete the requisite period of training. Leave rules made by the INSTITUTE will be binding on the senior resident during his / her tenure.
12. If the total extraordinary leaves availed by the senior resident during his/her 1/2/3 academic years are not more than 30 days then they may be allowed to appear in the exit examination and they will have to compensate for the same after the exit examinations however if the total extraordinary leaves availed by the senior resident during his/her 1/2/3 academic years exceeds the period of 30 days, he/she will be allowed to appear for the final examination in the subsequent session after completing the extended residency period to compensate the extraordinary leaves availed by him/her.
13. At the end of residency, this contract shall come to an end and all provisions hereof shall cease to have effect in favour of the Senior Resident.
14. Although selected for the first year the Senior Resident would be eligible for the contract for the second and third year only on satisfactory completion of the first year, the selection being made by the appropriate authorities. IF AND WHEN so selected for second and third year of residency shall be governed by a separate agreement that may be entered into between the Institute and Senior Resident.

IN WITNESS WHEREOF the Senior Resident and \_\_\_\_\_ in the Ministry/ \_\_\_\_\_  
for and on behalf of the INSTITUTE have hereunto set their hands the day and year first herein  
above written.

SIGNED BY \_\_\_\_\_  
In the presence of \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

SIGNED BY \_\_\_\_\_  
in the \_\_\_\_\_  
For and on behalf of the INSTITUTE  
of India in the presence of \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)