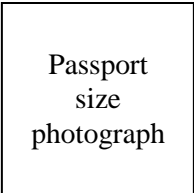


**ROYAL CIVIL SERVICE COMMISSION
ROYAL GOVERNMENT OF BHUTAN**



**AGREEMENT ON SERVICE TERMS AND CONDITIONS
FOR CONTRACT EMPLOYEES**

PART I: GENERAL CONDITIONS

1. Agreement

THIS AGREEMENT is executed on day month..... year
between (the RCSC/Agency), Government of Bhutan, hereinafter called
“the employer” described in Part-I and Mr./Ms.
....., hereinafter called “the employee”
whose particulars are given in part-II.

WHEREAS the employer desires to engage the services of the contract
employee on the terms and conditions hereinafter set forth; and

WHEREAS the contract employee is ready and willing to accept this
engagement of service with the Government of Bhutan on these terms
and conditions.

2. Nature of Service

2.1 The employer shall employ the employee on consolidated contract and
he shall serve the employer as or in such
other capacity/place/department as the employer may from time to
time require.

2.2 The contract employee shall be liable to be posted or transferred to
any Agency or any part of the country, except during the last six
months of the contract term, except during the last six months of the
contract term.

Signature of Employee

3. Duration of Agreement

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

4. Documents

- 4.1 The contract employee at the time of reporting 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 last employer.
- 4.2 Upon joining duty in the organisation concerned, the contract employee shall send a copy of his joining report through the controlling officer concerned to the employer.
- 4.3 An expatriate contract employee shall produce a certificate issued by the police/local authority of the area of his home address, certifying that he is a bonafide inhabitant of that locality, or a letter from an Embassy of the country of which he is a national certifying/verifying the nationality of the individual concerned or a valid passport.
- 4.4 A Bhutanese citizen shall apply for security clearance online, which the official focal person of the employer shall be responsible for its verification.

Signature of Employee

4.5 The contract employee shall produce attested copies of his certificate/testimonials in support of his education qualifications, date of birth, experience and any other documents required to the employer concerned for record.

4.6 The contract employee shall sign an oath of adherence to the Code of Conduct and Ethics and Confidentiality in the prescribed format at *Annexure 4*.

5. Duty

5.1 The contract employee shall devote exclusively to duties or to such other duties as the employer shall reasonably assign to him 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 employee shall forthwith notify the employer of such illness or accident and shall furnish such evidence as it may require.

5.2 The contract employee shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and directions of the employer and observe all the rules and regulations and instructions in force for and in respect of the Government of Bhutan's property and management thereof.

5.3 The contract employee, whenever required by the employer shall give full and proper interaction in his/her occupation and in the specified duties of the office to such other person or persons as the employer shall communicate to him/her and s/he shall convey to such person or persons any secret methods, processes or information learnt or acquired in the course of the employment herewith or otherwise.

Signature of Employee

6. Code of Conduct and Ethics

The employee shall be bound by the Code of Conduct and Ethics prescribed in Chapter 3 of the BCSR and in particular shall:

- 6.1 At all times during the continuance of this Agreement use the best endeavours to promote the interest and welfare of the employer.
- 6.2 Respect all the Bhutanese spiritual, traditional and cultural values and practices. Accordingly, the employee shall conduct at all times in such a manner that:
 - 6.2.1 Does not pose any danger to the socio-economic and political stability of the country;
 - 6.2.2 Does not involve in proselytization or undermine the traditional, cultural or religious values of the society;
 - 6.2.3 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;
 - 6.2.4 Does not engage in politicising the people or flaring up communal ill feeling among the Bhutanese people;
 - 6.2.5 The dress, behaviour and habits are congenial to decorum of the Bhutanese society;
 - 6.2.6 Does not engage in anti-government/national propaganda and criticism of the system of Government and its policies through speech or in writing while in Bhutan or after his repatriation;

Signature of Employee

6.2.7 S/he shall refrain from visiting places/institutions restricted for entry by foreigners without a specific written permit;

6.2.8 S/he is prohibited from engaging in employment other than permitted by this agreement and shall not participate in paid activities; and

6.2.9 S/he 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 Government of Bhutan's client or customer.

7. Remuneration and Allowance

The employer shall during the employment period, pay to the contract employee the pay and allowances specified in Part-II which shall be payable monthly in arrears on the last working day of every calendar month.

8. Leave

8.1 The employee shall be eligible for the following categories of leave as per the Bhutan Civil Service Rules & Regulations (BCSR):

- i. Casual leave
- ii. Bereavement leave

8.2 The employee shall be eligible for the following categories of leave as per the Bhutan Civil Service Rules & Regulations (BCSR) except for the specific conditions laid out hereinafter under each category:

- i. Maternity Leave: The employee shall be eligible for maternity leave of six months if the employee has served minimum of 12 months of service.

Signature of Employee

However, if the employee has not completed 12 months of service before applying for the leave, s/he shall be eligible for three months of maternity leave. Pay and other service conditions during the maternity leave shall be governed by the notification no. RCSC/LS-63/2016/2611 dated 1st March 2016.

- ii. Paternity Leave: The employee shall be eligible for paternity leave of 10 working days from the date of delivery. Pay and other service conditions during the paternity leave shall be governed by the notification no. RCSC/LS-63/2016/2611 dated 1st March 2016.
- iii. Earned leave: The employee shall earn leave at the rate of 2.5 (two and half days) for every completed month of service. This leave shall be accumulated to a maximum of 30 days annually, which the employee is permitted to encash. However, the employee shall not be eligible to encash any credited days if a minimum of one year's service is not rendered.

In addition, the employee under teaching profession entitled to annual vacation shall not be eligible to earned leave. Instead, the following paid annual vacation is entitled:

Paid annual vacation for teaching profession: In an academic year, the employee in the teaching profession shall be entitled to:

- a. Full paid annual vacation for rendering a minimum of 10 months of service.
- b. No paid vacation for rendering less than 10 months of service.

Signature of Employee

- iv. Medical Leave: The employee, who has been certified as incapable of performing duties due to illness or injury, shall be granted Medical Leave up to a month on production of a medical certificate from a certified medical doctor in Bhutan. The employee on medical leave shall be entitled to gross pay. However, if the medical leave exceeds one month, the employer shall end the contract without notice whereby the employee shall be paid gratuity and repatriation benefits.
- v. Extraordinary Leave and the Study Leave: The employee shall not be eligible for Extraordinary Leave and the Study Leave.

9. Leave Travel Concession (LTC):

The employee shall only be eligible for LTC after rendering a minimum of one year of service. LTC shall be paid once in a financial year with a maximum ceiling as per existing financial rules.

10. Difficult Area Allowance:

The employee posted to a place beyond one dholam from the motorable road shall be eligible for difficult area allowance as per the existing financial rules.

11. Professional Allowance:

The employee shall be eligible for professional allowance as permissible under the existing financial rules.

12. Uniform Allowance:

The employee appointed as nurses shall be eligible for uniform allowance as per the existing financial rules.

Signature of Employee

13. Radiation Allowance:

The employee appointed as radiology technician shall be eligible for radiation allowance as per the existing financial rules.

14. Training:

The employee shall be eligible for relevant in-country short term training only.

HR Committee shall ensure that only relevant employee is nominated for the training. HR Committee shall rationalise on the frequency of the employee's training and ensure that the nominated employee have completed at least six months since the last short-term training.

DSA and related expenses shall be payable as per existing financial rules.

15. Medical Facility

A contract employee and the family members shall be provided medical treatment by the Government as per the prevailing medical treatment rules.

16. Housing

The employee shall be eligible for house rent allowance, where admissible, as per the prevailing financial rules. However, if Government accommodation is provided, house rent shall be deducted as per the prevailing rules.

17. Government Employee Group Insurance Scheme

The employee under this rule shall be governed by existing rules and regulations of the Government Employee Group Insurance Scheme.

Signature of Employee

18. Compensation

In the event of death, injury, or illness attributable to the performance of service under the terms of this Agreement, the employee shall be entitled only to compensation payable under Government Employee Group Insurance Scheme admissible for the grade of his post.

19. Deduction

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

20. Terminal Benefit

20.1 Gratuity

One month's last basic pay shall be paid as gratuity for every completed year of satisfactory contract service. However, when the employee initiates and terminates the contract before the expiry of the contract term, one month's notice shall be given to the employer to avail the gratuity.

In the event of the employee's death while in service, the gratuity shall be payable to the nominee(s) of the employee.

20.2 Repatriation Benefit

The following repatriation benefits shall be payable to the employee only once in the whole contract term, which shall include any renewal/extensions:

20.2.1 Transfer grant according to the prevailing rules.

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

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

Signature of Employee

However, repatriation benefit shall not be permissible on the following conditions:

- (i) When the employee's contract is terminated by the employer on ground of non-performance or misconduct or breach of contract terms and conditions, the employee shall forfeit the repatriation benefit, or
- (ii) When the employee initiates and terminates the contract before expiry of the contract term.

21. Mode of Payment

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

22. Rights and Obligations of the Employee

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

22.2 The employee shall be solely liable for claims by third parties arising from the employee's own negligent acts or commissions in the course of performing this agreement, and under no circumstances shall the Government of Bhutan be held liable for such claims by third parties.

22.3 The title rights, copyrights, and all other rights of whatever nature in any material produced under the provision of this agreement by the employee shall be vested exclusively with the Government of Bhutan.

Signature of Employee

- 22.4 The employee shall not be concerned or interested directly in any other business except that of the employer.
- 22.5 The employee shall not, at any time during the continuance of his employment hereunder, acquire or attempt to acquire any option or concession in Bhutan for him/herself or any other person.
- 22.6 The employee shall not draw, accept or endorse any bill on behalf of the employer or in any way pledge the credit of the employer except so far as he may have been authorized by the employer either generally or in any particular case.

23. Unpublished Information

- 23.1 The contract employee shall not communicate to any person, Government, or other Agency of the Government of Bhutan any unpublished information made known to the employee by reason of his/her association with the Government of Bhutan except as required by this assignment or upon written authorisation by the Government of Bhutan.
- 23.2 The contract employee shall not advertise or publicize his/her association with the Government of Bhutan under this agreement. Nor shall the name, letterhead, emblem, or official seal of the Government of Bhutan be used for business or professional purposes or otherwise without the prior written approval of the Government of Bhutan. Such materials intended for official use by employees of the Government of Bhutan should not be permitted to come into the possession of persons who might make unauthorized use of them, and shall not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.

Signature of Employee

24. Confidentiality and Non-competition

The Government of Bhutan requires, and the contract employee agrees that, during the term of the employment and at any time thereafter, the contract employee shall retain in confidence and not divulge or make available without the Government of Bhutan's advance written consent to any person, firm, corporation, or entity other than the Government of Bhutan or its designee, any information whatsoever. This includes the written embodiments of the services for the Government of Bhutan, in reports, studies, or the like, acquired or developed during the term of employment, which relates to or concerns the business or operation of the Government of Bhutan or of its clients or customers.

25. Renewal of Contract

- 25.1 Not less than six months before the date of which the contract employee's residential service in Bhutan under this Agreement is due to expire, he shall inform the employer in writing whether he desires to remain and continue in the service of the employer, who shall thereupon consider whether to re-engage the contract employee, provided that any such re-engagement shall be upon such conditions, including the duration of the new contract, as shall be agreed upon between the employer and employee.
- 25.2 Contract renewal or extension shall be granted only to an employee having a clear service history, which shall not contain any record of indiscipline, adverse reports, misdemeanours, financial dishonesty, or any act that is considered as violation of Civil Service Code of Conduct and Ethics.
- 25.3 Performance shall be an important determining factor for extension/renewal.

Signature of Employee

25.4 Any notice to be given hereunder shall be given in writing and be delivered or sent by registered post to the employer, and any complaint or application of the employee shall in the first instance be addressed to the Head of the office of the employing Department/Agency.

26. Termination of Contract

26.1 A minimum of one month's notice shall be issued by the party intending to terminate the contract before expiry of the term. However, in the case of lecturers/teachers, three months 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 employee for the stipulated notice period.

26.2 A contract employee shall not be indispensable to the Government of Bhutan and hence shall be liable to be removed from service at any time when the Government finds his services redundant or on violation of any of these provisions.

27. Clearance Certificate

The contract employee shall be paid his post service benefits upon completion of his assignment under this agreement upon production of a clearance certificate from the Royal Audit Authority and the employing Agency concerned.

This contract of employment between the employer and the employee is freely entered into without any threat or undue influence.

Seal & Signature of Employer

Signature of Employee

PART II: PAY FIXATION

- 1. Position Title:**
- Position Level:**.....
- 2. Agency:**
- 3. Period of Contract**
- a) Initial appointment: from to (D/M/Y)
- b) Renewal/Extension: fromto..... (D/M/Y)
- 4. Contract Type:** Regular Consolidated Special
- 5. Emolument**
- Basic Pay: Nu..... [Nu. (in words)
.....only]
- 6. Contract Allowance:** (if eligible) Nu.....
- Annual Increment:** (if eligible) Nu.
- 7. Other allowance (if entitled)**
- a) Professional allowance : Nu.....per month.
- b) Uniform allowance : Nu.....per month.
- c) Radiation allowance : Nu.....per month.
- d) House rent allowance : Nu.....per month.
- e) Difficulty area allowance : Nu.....per month.
- Gross Total (4+5+6) : Nu.....
- 8. Deduction**
- All deductions such as Personal Income Tax, Health Contribution, House rent (if a government house is allotted) shall be levied as per the prevailing rules.

Seal & Signature of Employer**Signature of Employee**

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

IN WITNESS WHEREOF I, on behalf of the employer and I,....., the contract employee have hereto set our hands this day and year.

SIGNED by the said contract employee
day/month/year (affix legal stamp)

In the presence of