

**TERMS OF CONTRACTUAL APPOINTMENT OF COUNSELLOR (ICTC/PPTCT),  
UNDER ASSAM STATE AIDS CONTROL SOCIETY**

Articles of Agreement made on this.....Day of.....2021 between Sri/Smti.....,Assam hereafter called the party, of the one part and Assam State AIDS Control Society, Khanapara, Guwahati hereinafter called the Society of the other part.

AND WHEREAS the Society has engaged the party as Counsellor, under Assam State AIDS Control Society.

NOW THESE PRESENT WITNESS AND THE Parties hereto respectively agrees as follows:

1. The party of the first part shall remain in the service of the Society as Counsellor for a period w.e.f. to 31/03/2022 (Hereinafter called 'contractual period') subject to the provisions herein contained.
2. The party has agreed to perform duties as per the job description set out in **Appendix- I** hereto, which shall constitute an integral part of this Agreement.
3. During the period of contract, while functioning as Counsellor the party will be entitled to the compensation package as set out in the **Appendix – II** hereto, which shall constitute an integral part of this Agreement.
4. The appointment of the party is purely on a contract basis and the party would not be entitled to any claims, right, interests or further benefits in terms of regularization or consideration of further appointment to the said post or any other post under the Society.
5. The services of the party shall stand automatically terminated at the expiry of contract period, without any necessity of the Society giving any notice or notice pay to the party and without any liability on the part of the Society to pay any retrenchment or other compensation or other amounts to the party.
6. Notwithstanding anything contained herein above, the services of the party may be terminated at any time by the Society if the party is found to be guilty of any insubordination, intemperance or other misconduct or of any breach or non performance.
7. Either of the parties hereto have the right to terminate this Agreement without assigning any reasons; provided that a written notice of one month is given to the other party. But the parties may, in lieu of the written notice, give the other party a sum equivalent to the amount of his/her salary for one month or shorter notice than one month with a

**sum equivalent to the amount of his/her remuneration for the period of which such notice falls short of 1(one) month.**

8. The tribunals and courts in Guwahati will have the exclusive jurisdiction in respect of all matters pertaining to contractual agreement between the Society and the party.

In witness thereof, the party and the authorized signatory of the Society have herein under set their hands the day and year first above written.

For the Society

For the Party

Signature

✓  
Signature

Name

Name

Address

Designation in the Society

Dated

Dated

Witness – 1

✓  
Witness – 2

Signature

Signature

Name

Name

Address

Address

Dated

Dated



**APPENDIX - I**

**TERMS OF REFERENCE FOR THE POST OF COUNSELLOR (ICTC), AT ASSAM STATE AIDS CONTROL SOCIETY**

The Assam State AIDS Control Society will have Sri/Smti. .... as Counsellor on contract basis for providing services under Assam State AIDS Control Society.

1. The Contractual Counsellor under Assam State AIDS Control Society shall be posted in the Medical College & Hospitals/District Civil Hospitals/CHCs etc..

2. The Contractual Counsellor shall compulsorily stay within the Head Quarter.

3. **A concise statement of tasks to be carried out:**

(i) Preventive and health education

Ensure that each client is provided pre-test information/counseling, post-test counseling and follow-up counseling in a friendly atmosphere. Be available in the ICTC as per the specified timings. Ensure that strict confidentiality is maintained. Ensure that all IEC materials such as posters, etc. are displayed prominently in the ICTC. Ensure that communication aids in the form of flip books and condom demonstration, models, fliers, etc. are available in the ICTC.

(ii) Psychosocial support

Provide psychosocial support to help HIV-positive clients cope with HIV/AIDS and its consequences. Ensure that the extended family of the HIV-positive client is sensitized on how to deal with HIV-positive members of the family.

(iii) Referrals and linkages

Maintain effective coordination with the RCH and TB programmes as well as with the antiretroviral therapy (ART) programme, and visit key persons in the facilities run by these programmes once in a fortnight so as to strengthen linkages and minimize loss of clients during referrals.

(iv) Supply and logistics

Report to the ICTC manager on the adequacy of stocks of condoms and prophylactic nevirapine tablets and syrup available in the ICTC as well as in the facility.

(v) **Monitoring**

Maintain counseling records and registers, and prepare monthly reports which re to be sent to the SACS. Facilitate the establishment of linkages and referrals to the ICTC from within and outside health-care settings.

4. It is expected that keeping in view with the norms laid down by Health & Family Welfare Department, he/she will restrict his/her family to two children.

5. **Schedule for completion of tasks:**

The duration of the assignment of the Counsellor will be initially up to 31/03/2022 from the date of Joining. Renewal of contract will depend upon the performance appraisal and review by the Assam State AIDS Control Society.

6. Final outputs (i.e. reports etc.) that will be required of the Counsellor.

Monthly report in respect of duties performed during the month. Any other report/other reports required by the Assam State AIDS Control Society.

Signature

✓ .....

**AGREEMENT BETWEEN ASSAM STATE AIDS CONTROL SOCIETY**  
**AND**

**SRI/SMTI. ....**

Agreed Compensation Packages for the post of Counsellor under Assam State AIDS Control Society.

**Remuneration**

The party shall be paid a consolidated monthly remuneration of Rs.13000/- (Rupees Thirteen Thousand) only per month.

**Leave:**

In addition, the party will be entitled to a leave on a pro rate basis of 2.5 days per month during the contract period. Period of leave is to be taken should be agreed with the designated Project Director, Assam State AIDS Control Society.

**Sick Leave:**

In case of illness, the party is obliged to inform immediately to the immediate controlling authority if the illness lasts for more than 3 days, a medical certificate must be produced. Not more than 10 sickness days will be recognized during a contractual year, further days would be considered to be part of the Annual Leave from the First day on, if entitlement exists, or as without pay leave as no such entitlement.

**Maternity Leave**

In case of female staff, the party will be entitlement for 26 weeks of Maternity Leave with less then two surviving children with full pay.

The "Commissioning Mother" and the "Adopting Mother" will be entitlement for 12 weeks of extension of maternity leave with full pay from the date of the child is handed over.

**Travel and subsistence:**

Where for the purposes of the Programme the Party may be required to travel outside HQ, all related travel and subsistence costs will be reimbursed to him/her on an actual cost basis on presentation of official bills and receipts, subject to the travel rules of the Society.

**TDS:**

The Society shall deduct income tax and other taxes at source (TDS) as per Income Tax Act & Government of Assam Rules which shall be deposited from the remuneration of the party.

**Holidays:**

The Counsellor will be entitled to the same public holidays as per the Institution Rules, they are working.

Signature



My Com/C/Admin/Agreement of employee.

✓ .....