

	Document No.:	4FHR23	Revision:	01
	Subject/Title:	IDM Training Bond Agreement Form	Effective Date:	May 2011

TRAINING BOND AGREEMENT

(in terms of clause 8.8 of the Human Resource Policy Manual)

The Articles of Agreement made and executed this day of 20.....

B E T W E E N

Institute of Development Management of P O Box , represented by its duly Authorised **Regional Director or such Designated Person** for the time being (name) aged about Years, herein referred to as the '**Institute**' which expression shall mean and include **Institute of Development Management** or '**Employer**' as constituted today or as it may stand constituted from time to time, during the currency of this agreement and/or the period of its operation

of the First Part

AND

Mr/Mrs/Dr/Prof. Address:.....
Aged **Years**, **Male/Female**....., Occupation.....
 hereinafter called and referred to as **Mr/Mrs/Dr/Prof.** or as '**The Employee**' as the context may require or permit

of the Second Part

AND WHEREAS the employee has been working as(**designation**)..... in the Institute since.....**20**.....

AND WHEREAS the Employer felt it necessary to enter into a service bond of**Months/Years** with effect from the**20**... with the Employee ***in view of the cost incurred by the Employer in respect of training and career development.***

AND WHEREAS the Employee has also agreed and undertaken to enter into a service-bond for a period of**Years** with the Company from **20**..... on the terms and conditions as stated and expressed hereunder : -

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NOW THEREFORE THESE PRESENTS WITNESSES AND IT IS HEREBY MUTUALLY AGREED TO BY AND BETWEEN THE PARTIES HERETO: -

1. The Employee agrees to enter into a Training Bond agreement with the Institute for a period of**Years** (Approx) from**20...** to**20...** on the terms and subject to the conditions hereinafter contained.

2. In the event that the employee leaves the Institute for whatever reason, he shall pay to the Institute for a pro rata share of the costs of training not paid by way of service.

3. The Institute shall pay the following salary initially
If the employee completes the training period successfully as decided by the Institute, then he will be absorbed in a suitable grade as per Institute's rules and policies.

4. If at any time, during the Training Period, the employee does not show the expected performance or remains absent without prior permission or misbehaves, subject to clause 2, his services may be terminated by giving One Month's Notice **or by making payment of one month in lieu of notice**

5. The employee, subject to the policies of the Institute, shall be entitled to all the benefits and/or amenities as may be available to the Employees of class employed in the Institute from time to time during the period of his training with the Institute.

6. During the period of his employment, the Employee shall be bound to observe and abide by all terms and conditions and stipulations hereinafter contained as also by such other rules, regulations and policies as may be made by the Institute from time to time to be observed by or to be applicable to the Employees of his class.

7. Further, during the period of his employment the Employee shall be faithful and diligent in his work and shall devote all his working time and the best of his abilities, exclusively for the benefit of the Institute. The Employee further agrees to obey all orders of and carry out all duties entrusted to him from time by his Senior Officers.

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8. That it shall be competent for the Institute to transfer the services of the Employee to any other Company or Firm or concern to which the Management of the Institute deem it necessary or fit to transfer and in the event of such other Company or Firm or Concern and shall be entitled to the continuity of the services under these present terms and shall be entitled to all the amenities or benefits which may be in force in such Company, Company or concern to which his services may be transferred. The Company hereby stipulates that in the event of the transfer of the Employee to any other Company or Firm or concern as aforesaid the emoluments to which he is entitled by virtue of these present terms and conditions shall not in any way or manner be reduced or allowed to suffer. All clauses herein shall apply *'Mutatis Mutandis'* and shall continue to remain binding on the Employee even in the event of his transfer to another Company or Firm or Concern, as if his present agreement was entered into by such Company or Firm or Concern.

9. That the Employee hereby agrees and undertakes to safeguard and hold in trust all notes, notebooks, memorandums, papers, drawings, sketches, diagrams, formulas, designs, books, letters, lists, CDs, DVDs, Floppies including those of or pertaining to raw materials, finished products, goods-in-process, names of suppliers, names of purchasers, or dealers as also price lists of the Institute's service or of things in which the Institute may be dealing in, or may be contemplating to deal in, and all other papers and documents of whatsoever nature and kind that may have come in possession of the Employee while in the Employment of the Institute and not to handover the same to any unauthorized person or suffer or permit the same to be handed over to any unauthorized person and the Employee hereby undertakes to handover all such papers or things above said to Senior Officers whenever called upon to do so and the Employee further agrees not to make copies of or to take extracts from any papers, documents etc., belonging to Institute for any purpose other than those of the employment in the Institute and further agrees not to carry any such paper, document or copies of extracts outside the premises of the Institute and the Employee further agrees to deliver up all such papers, documents etc., in his possession to his Senior Officers whenever called upon to do so and it shall not be competent for the Employee in such an eventuality to withhold any papers or documents of whatsoever nature on the ground that they relate to his employment directly or indirectly.

10. In the event of the Employee making any discovery or invention relating to the services, developments or processes of any service that may have been undertaken to be provided by the Institute or to be experimented on,

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the same shall be the property of the Institute, and in the event of the Institute deciding to apply for any patent or registered trade mark in connection therewith, the Employee shall join the Institute in all applications to the authorities concerned for obtaining and getting vested such patent rights and/or trademark rights in the name of and in favor of the Institute exclusively.

11. That the Employee hereby expressly agrees and undertakes that he shall not at any time during the period of his employment and for a period of**Months/ Years** after the termination of the Employment, for any reason whatsoever undertake or carry on either alone or in partnership or in collaboration, nor to be employed directly or indirectly in any capacity whatsoever in the BLS countries in any service which is of the same kind and nature as to business and services of the Institute.

12. The Employee has agreed and hereby agrees and undertakes that the Employee shall not at any time either during the course of his employment with the Institute, with any of its associate Companies or concerns to which his services may be transferred or AT ANY TIME THEREAFTER divulge, displace or make known or suffer to be made known directly or indirectly any of the secrets pertaining to the designs, formulas, processes, specifications or service details which the Institute or any of its associate companies or Firms or concerns may have undertaken to experiment in. The employee hereby agrees and undertakes to keep all such information strictly confidential which may have been communicated to him in his capacity as 'Employee' or during the course of his duties or the period of his contract and irrespective whether such information or knowledge came to be acquired by him as secret or not and not to divulge and/or suffer the same to be divulged, made known to anyone excepting to a duly authorized officer of the Institute.

13. If the Employee shall be guilty of any misconduct or commit any breach of the provision of this agreement or absent himself without any reasonable excuse or become incapable of attending to his duties, it shall be lawful for the Institute immediately to terminate the Services hereby created.

14. In the event of the Employee leaving the services of the Institute before the Expiry of the period of the Contract, as also in the event of the Employee making it obligatory or necessary or expedient on the part of the Institute to terminate his services **for any reason of whatsoever nature**

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and for things mentioned in paragraph (11) and / or (12) above, the employee shall be liable to pay and shall pay to the Institute or to any of the Companies or concerns to which his services may be transferred as sum equivalent to **Twelve Calendar Months (Basic)** present salary by way of agreed liquidated damages and the Employee agrees to pay the same without any proof of actual damages suffered by the Institute or by the other Companies or concerns concerned to which his services may have been transferred, being required to be produced and such payments shall always be independent of and not be in lieu of any other compensation or damages that the Employees may have rendered herself liable to pay to Institute or any of the Companies or concerns as above said, by reason of his having committed breach of any of the conditions herein before contained by reason of his having caused any damages or injury to the Institute or concern to which his services might have been transferred, by his conduct or omissions while in employment. The Employee, further agrees that, the Institute shall have lien on all amounts due to the Employees from the Institute in respect of the damages aforesaid and the Institute shall be entitled to exercise the same and to set the said amounts off against such damages without reference to the Employee.

15. In the event of the Institute desiring to terminate the services of the Employee at any time during the currency of this agreement without assigning any reason for such termination, the Institute shall be entitled to do so by paying the Employee, a sum equivalent to **One Month's (Basic)** Present Salary then being drawn by him in addition to whatever may be due and payable to him in lieu of his leave earned, but not enjoyed, unexpired period of his contract and other accumulated benefits if any. In case of misconduct of the employee, the services of the employee can be terminated without notice or notice pay as stated hereinabove.
16. That in the event of his leaving the services of the Institute at any time during the Currency of this Agreement he will have to give One month's notice to the Institute or **One Month's (Basic)** Present salary in lieu of notice, to the Institute. This is in addition to damages provided under clause No. 14 above.
17. In the event of dispute regarding the terms and conditions and interpretations of the above clauses, the same shall be referred to the Arbitrator appointed Labour Commissioner or Executive Director as the case may under the labour relations legislation of the BLS countries.

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18. This constitute the entire agreement between the parties and any variation of the terms and conditions herein shall be reduced into writing and signed by both parties

IN WITNESS the Institute has set the signature of its authorized **Regional Director** or such **Designated Person** hereto in the presence of and the Employee has get his signature in his own hand in the presence of witnesses.

Signature of Designated person

Signature of Employee

.....

.....

DATE.....

DATE.....

WITNESSES:

WITNESSES:

1.....

1.....

2.....

2.....

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