

FOR SESSION INDUCTION JANUARY 2024

(On Rs.100/- Stamp Paper)

TRAINING AGREEMENT WITH POSTGRADUATE MEDICAL INSTITUTION UPDATED FOR JANUARY 2024 INDUCTION

This training agreement is executed on this date of ____/____/2024, between:

Dr. _____ S/D/W of _____ Resident of _____,

holder of CNIC No. _____ (the First Party)

and

The Post Graduate Medical Institute (PGMI) Khyber Pakhtunkhwa Phase IV Hayatabad Peshawar, through the Deputy Chief Executive Officer of PGMI Peshawar (as the second party)

WHEREAS PGMI published an advertisement inviting applications for training as Post Graduate Resident (PGR)/Trainee Medical Officer (TMO).

AND WHEREAS the First Party applied for FCPS-II training in response to the advertisement, and after the preparation of the merit list of the best performing candidates, amongst 1285 candidates (including 2nd fellowship), the First party was not selected for induction being low in merit. Originally, there were 627 clear vacant stipendiary slots available, which were filled on merit.

AND WHEREAS, vide directions contained in the minutes of the Caretaker Chief Minister Khyber Pakhtunkhwa, received vide letter No. SO(SS)/CMS/KP/1-Health/2024/460 dated 12/02/2024, that "the forum was principally agreed to the creation of additional 480 slots of FCPS-II training stipendiary slots which shall be either without any stipend or a maximum of Rs.5000/=per month".

NOW THEREFORE it was agreed as follows:-

- 1- That First Party shall be regular and punctual throughout his/her training period and endeavor to attend the unit/ward for duties, all the Clinico-Pathological Conferences ("CPC"), interactive lectures, symposia, seminars, workshops, etc., as part of his/her structured training program. Furthermore, he/she shall carry out their duties and patient care with utmost responsibility and sincerity.
- 2- That the first party shall treat all his/her patients, colleagues, and peers with utmost respect and dignity and shall not discriminate against anyone based on race, ethnicity, religion, sex, color, or caste and shall not express his/her political or religious beliefs to others.
- 3- **That the first party shall be paid NO stipend or a maximum of Rs 5000/- per month for the training period whichever is later approved/sanctioned by the Provincial Govt. and will NOT claim any increment in stipend or any additional benefits like fees for mandatory workshops, accommodation allowance etc. All the policies related to training and induction shall remain intact including non-eligibility for induction session July 2024.**
- 4- That if the First Party's attendance is below 80%in any month, that will lead to termination of his/her training, and he/she shall be liable to refund all stipends received by him/her.
- 5- That the First Party shall maintain proper discipline and shall not absent him/herself from duty or exert any kind of political pressure or indulge in an inappropriate or immoral activity or any other activity that violates the PGMI's Rules & Regulations, made from time to time. In case a complaint of the said nature is received against the First Party, PGMI shall terminate the training without any notice with a fine of Rs. 50,000/- and additionally, the First Party shall refund stipends received. In the event the First Party does not pay the fine and reimburse the stipend, the surety shall refund the stipend as well as the fine.
- 6- That the First Party shall not demand accommodation from the PGMI at any stage of training.
- 7- That the First Party shall not indulge in any kind of medical practice for financial benefit or academic qualification, paid or unpaid, in addition to the duties assigned to him/her during the training period.
- 8- That the First Party shall be answerable to his/her supervisor, Head of the Department, Associate Dean, and the Chief Executive Officer of PGMI Peshawar in all matters pertaining to academics or discipline and shall refrain from acts/deeds/omissions which leads to the disrepute of the medical profession.
- 9- That the First Party shall follow the College of Physicians and Surgeons of Pakistan Rules. The First Party shall not change his/her hospital and the specialty assigned to him/her assigned by PGMI at the time of induction under any circumstances, failing which his/her training shall be terminated, and refund shall be effected as per Clause-4 of this agreement.
- 10- Concealment of facts may lead to termination of training and initiation of legal proceedings as per policy.
- 11- Failure to join or leave training without permission will lead to debarring of the trainee from subsequent induction.

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- 12- If the First Party leaves the training incomplete or completed but does not pass the exit exam, he/she shall be liable to refund all stipend (including all financial benefits) form PGMI received from the training.
- 13- First Party accepts to pay back all stipend (including all financial benefits) form PGMI received from the training which he/she has not completed or completed but has not passed the exit exam.
- 14- That the First Party shall undergo training at least for a period of two years failing which he/she shall refund the stipend along with fine as mentioned in Clause-4 above. Experience certificate shall be issued to him/her by supervisor & counter signed by CEO PGMI, after refund of stipend received for training period.
- 15- That the First Party shall strictly abide by the laws/bylaws/rules/regulations of the institution for which he/she is selected.
- 16- That the First Party shall not be entitled to migration, and this shall also be applicable to the specialty for his/her mandatory rotation if available in the institution of his/her initial induction. The first party shall be liable to refund the stipend received from PGMI Peshawar, if he/she is re- inducted in a specialty, for which his/her previous training is not acceptable by CPSP.
- 17- That the First Party has read and understood the terms of this agreement and will abide by all the clauses thereof and rules & regulations of PGMI Peshawar. This agreement is terminable by one months' notice or one months' stipend in lieu of notice.
- 18- In the event of any dispute or difference arising from or related to the terms of the instant agreement or the interpretation thereof, the same shall be referred to arbitration under the provisions of the arbitration under the Arbitration Act, 1940. The venue of arbitration shall be Peshawar.
- 19- That the agreement is signed in the presence of parties and witnesses after being read and understood.

PARTY NO.1

PARTY NO.2

Signature: _____

CEO/Deputy CEO PGMI
Hayatabad Peshawar.

S/D of _____

Address: _____

CNIC No. _____

Cell/Phone No. _____

(ONLY GAZETTED OFFICERS AS WITNESS)

No. 1

No.2

Signature with stamp _____

Signature with stamp _____

Name _____

Name _____

CNIC No. _____

CNIC No. _____

Contact No. _____

Contact No. _____

Address: _____

Address: _____

SURETY BOND BY PARENTS/ GUARDIAN

(On Rs.100/- Stamp Paper)

I _____ S/D/W of _____
R/O _____ *Parent/Guardian of Mr.* _____

_____ S/D of _____ do hereby submit this surety Bond duly signed by two Attestators / Gazzetted Officers to the effect that my Son/Daughter /Ward will abide by all Rules, Regulations of PGMI, as well as all clauses of Contract, entered into with PGMI and in case of any non-observance/ violation of the same by my Son/Daughter/Ward shall make His/Her induction liable to be cancelled/terminated without any notice. Furthermore, I being Parent/Guardian, shall reimburse all the amount paid and spent by PGMI for the principal’s training in addition to Rs. 100,000/- (Rupees One Hundred Thousand) to the PGMI as fine. In case of my failure, the below-mentioned attestators/Gazzetted Officers shall be responsible/liable to PGMI for payment of the amount paid and spent by PGMI for the training in addition to a fine of Rs.100000/-(One Hundred Thousand).

PARENT/ GUARDIAN

Signature _____

CNIC No. _____

Contact No. _____

Address: _____

(ONLY GAZETTED OFFICERS AS WITNESS)

No. 1
Signature with stamp _____

Name _____

CNIC No. _____

Contact No. _____

Address: _____

No.2
Signature with stamp _____

Name _____

CNIC No. _____

Contact No. _____

Address: _____
