

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

Regd.

} 1913.

Enclosures

Spare copies

G.O. No. 1037, 13th November 1913.

Indian Educational Service.

Recording revised forms of agreement relating to the appointment of officers, both temporary and permanent, to the —.

1037 NOVEMBER 13 1913

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EDUCATIONAL DEPARTMENT.

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GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following papers :—

I

G.O. No. 302, Educational, dated 5th April 1912.

ABSTRACT.—Communicating to the Director of Public Instruction letter from the Government of India forwarding a copy of the correspondence with the Secretary of State regarding the form of agreement for the Indian Educational Service and forwarding to the Government of India twelve copies of the rules relating to the compulsory vernacular examinations to be passed by members of the Indian Educational Service in this Presidency.

II

Despatch—from His Majesty's Secretary of State for India.

To—His Excellency the Right Honourable the Governor-General of India in Council.

Dated—India Office, London, the 10th October 1913.

No.—249, Public.

I forward, for the information of your Excellency's Government, copies of revised forms of agreement relating to the appointment of officers, both temporary and permanent, to the Indian Educational Service.

2. It will be observed that in both forms a new clause 8 has been incorporated stating explicitly that the decision of the Secretary of State in Council or of the Government in India shall be conclusive on the question of an officer's physical fitness for further service.

ENCLOSURES.

AGREEMENT made the _____ day of _____ 19____
BETWEEN
of the first part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as in the Indian Educational Service for the term of two years from the date of his reporting his arrival at _____ as hereinafter mentioned and subject to the conditions and agreements hereinafter contained.

NOW THESE PRESENTS WITNESS and the said parties hereto respectively agree as follows :—

1. That the party of the first part will, on being provided with a first-class passage to _____, proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

2. That the party of the first part will, on arrival at _____ and report himself to the Officers of Government there, and will submit himself to the orders of the Government and of the Officers and authorities under whom he may from time to time be placed by the Government, and that he will at all times obey the rules prescribed for the time being in the memorandum of information furnished to Candidates or otherwise for the regulation of the branch of the public service to which he may belong, and will, when required by the Government, proceed to any other part of the province within which he may be serving, or to any other province in India, and there perform the duties of any specified office in the cadre of the Indian Educational Service.

3. That the party of the first part will devote his whole time to the duties of the service, and will not engage, directly or indirectly, in any trade, business, or occupation on his own account, and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised Officer.

4. That if the party of the first part shall during the said term of two years, or if the service shall continue beyond such terms, during the next succeeding three years, relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the cost of his passage to _____

5. That from the date of the party of the first part reporting his arrival at _____, the Government will pay him, so long as he shall remain in the said service and actually perform his duties, a salary at the rate of _____

6. That the Government may at any time during the said term of two years, or, if the service shall continue beyond such term, at any time thereafter, dispense with the service of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

7. That on the determination of the service at the expiration of the said term of two years, but not upon any subsequent determination, or if prior to the expiration of the said term of two years, the service shall be determined by the Secretary of State for India in Council or by the Government in India under the provisions of Clause 8 of these presents, and if the party of the first part shall quit the same in India, the Government will provide him with a first-class passage back to England at the public expense, provided he claims such passage within three months from any such determination of the service as is mentioned in this clause, and leaves India on his return to England within such time as he may be directed.

8. That it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of the said term of two years, if satisfied on the report of the duly constituted advisory Medical Board that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in India, to determine the service under these presents (the decision of the Secretary of State for India in Council or the Government being conclusive), and thereupon his services shall be terminated.

9. That the party of the first part shall, within the period or periods prescribed by the rules and regulations relating to examinations in vernacular languages for the time being in force in the province within which he may be serving, and generally in accordance with, and subject to such rules and regulations, pass an examination or examinations in such vernacular language or languages as may be required by the Government, and on failure to pass such an examination or examinations shall be liable to the penalties prescribed by the said rules and regulations. Provided that if the party of the first part shall fail to pass an examination in such one of the prescribed vernacular languages as may be required within the said term of two years, the Government may, notwithstanding anything in the next clause or the said rules and regulations contained, dispense with his services.

10. That unless he, the party of the first part, shall receive notice in writing from some authorised Officer of the Government three calendar months before the expiration of the said term of two years that Government no longer require his service, or unless he shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that he is desirous to put an end to his service under these presents, he will continue in the service of Government upon the like terms and conditions as are herein contained, so far as the same are applicable, except that he shall not be entitled to receive or required to give notice of termination of his service under Government otherwise than as provided in the Civil Service Regulations for the time being in force or any other rules to which he may be made subject.

11. The party of the first part will, during his continuance in the service pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules he agrees to be bound); and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the party of the first part under these presents or otherwise.

12. That if the party of the first part shall continue to serve Government under these presents after the said term of two years his service (commencing from the date of his entering on the performance of his duties as aforesaid) shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case. PROVIDED ALWAYS that in case of any dispute as to the interpretation of any of the said rules, or otherwise relating in any way to them, the decision of the Secretary of State for India in Council shall be conclusive.

13. That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

14. That the proceedings, letters, and reports of the Governor-General of India in Council, or of any of the Local Governments, and of all others the Officers and Agents of Government, or any copies thereof or extracts therefrom, which shall be sent officially to the Secretary of State for India in Council, or to any officers or servants in the Indian Service of His Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part, or to his conduct, or in any way relating to the premises, shall be received as conclusive evidence of any matter herein contained in any action or in any legal proceedings by or between the parties to these presents, or in any way relating thereto.

In witness whereof the party of the first part and

being two members of the Council of India, have hereunto set their hands the day and year first above written.

Signed by the party of the first part in the }
presence of

Signed by the said two members of the }
Council of India in the presence of

AGREEMENT made the _____ day of _____ 19____
BETWEEN
of the first part, and THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as _____ for a period of _____ months from the date of his reporting his arrival at _____ as hereinafter mentioned and subject to the conditions and agreements hereinafter contained.

NOW THESE PRESENTS WITNESS and the said parties hereto respectively agree as follows :—

1. That the party of the first part will, on being provided with a first-class passage to _____, proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

2. That the party of the first part will, on arrival at _____ and report himself to the Officers of Government, there, and will submit himself to the orders of the Government and of the Officers and authorities under whom he may from time to time be placed by the Government, and that he will at all times obey the rules prescribed for the time being in the memorandum of information furnished to Candidates or otherwise for the regulation of the branch of the public service to which he may belong, and will, when required by the Government, proceed to any other part of the province within which he may be serving, or to any other province in India, and there perform the duties of any specified office in the cadre of the Indian Educational Service.

3. That the party of the first part will devote his whole time to the duties of the service, and will not engage, directly or indirectly, in any trade, business, or occupation on his own account, and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised Officers.

4. That if the party of the first part shall during the period of his appointment relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the cost of his passage to _____

5. That from the date of the party of the first part reporting his arrival at _____, the Government will pay him, so long as he shall remain in the said service either temporarily or as a permanent member of the Indian Educational Service and actually perform his duties, a salary at the rate of Rs. 500 per mensem for the first year rising by annual increments of Rs. 50 per mensem.

6. That the Government may at any time dispense with the service of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

7. That on the determination of the service under these presents, or if prior to the expiration of his service under these presents, the service shall be determined by the Secretary of State for India in Council or by the Government in India under the provisions of Clause 8 of these presents, and if the party of the first part shall quit the same in India, the Government will provide him with a first-class passage back to England at the public expense, provided he claims such passage within six months from any such determination of the service as is mentioned in this clause, and leaves India on his return to England within such time as he may be directed.

8. That it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of his service under these presents, if satisfied on the report of the duly constituted advisory Medical Board that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in

India, to determine the service under these presents (the decision of the Secretary of State for India in Council or the Government being conclusive), and thereupon his services shall be terminated.

9. The party of the first part shall while on duty in India and during the period of his engagement be entitled to such travelling allowance as is payable to Officers of the first class under the Civil Service Regulations for the time being in force, and travelling allowances on the same scale shall also be payable to him in respect of his journeys (1) from _____ to _____ on first joining the appointment, and (2) from his station to his port of embarkation if and when he leaves India under circumstances which entitle him to the grant of a return passage as specified in Clause 7 of this Agreement.

10. The party of the first part will, during his continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules he agrees to be bound); and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the party of the first part under these presents or otherwise.

11. That if the party of the first part shall ultimately be appointed a permanent member of the Indian Educational Service his service (commencing from the date of his entering on the performance of his duties under these presents as aforesaid) if it be continuous shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case. PROVIDED ALWAYS that in case of any dispute as to the interpretation of any of the said rules, or otherwise relating in any way to them, the decision of the Secretary of State for India in Council shall be conclusive.

12. That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

13. That the proceedings, letters, and reports of the Governor-General of India in Council, or of any of the Local Governments, and of all others the Officers and Agents of Government, or any copies thereof or extracts therefrom, which shall be sent officially to the Secretary of State for India in Council, or to any officers or servants in the Indian Service of His Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part, or to his conduct, or in any way relating to the premises, shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents, or in any way relating thereto.

In witness whereof the party of the first part and

being two members of the Council of India, have hereunto set their hands the day and year first above written.

Signed by the party of the first part in the }
presence of

Signed by the said two members of the }
Council of India in the presence of

Endorsement of the Government of India, Department of Education
(Education) No. 2119, dated 4th November 1913.

A copy of the foregoing papers is forwarded to the Government of Madras for information.

(By Order.)

H. SHARP,
Joint Secy. to the Govt. of India.

Order—No. 1037, Educational, dated 13th November 1913.

Recorded.

(True Extract.)

Ag. Secretary to Government.

To the Director of Public Instruction.

4,800--7-1-13

Recd

Educl DEPARTMENT.

READ AGAIN G.O. No. 301 9th, dated 5-4- 1912 P

C. No. 3445, From the Govt of India, No. 2119, dated 4-11-1913

[illegible]

" "....." " "....." "....." 191

ORDER.

p. 5.

No. 1037825, dated 13-11-1913

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May.

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For

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28. 11. 13

PRESS SLIP.

ORDINARY.

PREFERENCE.

URGENT (a).

.....*Education*.....DEPARTMENT.

Current No *3445*, dated *10-11-1913*.

G.O. No. *1037*, dated *13-11-1913*.

Number of MS. pages sent { Correspondence.....
(b)
(b¹)
Notes.....

Brief subject.....*Indian Gold Service*.....

(c) Number of copies required when struck off (not including copies for volumes and editors' table which are retained in the Press).	E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
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(a) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(b) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(b¹) For rules regarding printing of notes, see rule 315 of the office Manual.

(c) The number of copies and the details of distribution should be filled in by the Superintendent or Referencer concerned.

(d) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for one week, and larger papers for two weeks only. The type of notes and of all confidential papers is distributed immediately after striking.

(e) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(a) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Registrar with a remark to that effect.

(b) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Registrar any instance of incomplete or careless editing.

(c) Signature copies of letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(d) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(e) The names of the Secretary and Members should be printed in full when they occur on the right hand side, only the first time when they appear on the left side, the initials alone being printed later.

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‡ To be initialed and dated.

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SPECIAL INSTRUCTIONS.

Recording revised forms of agreement relating to the appointment of officers, both temporary & permanent, to the Indian Educational Service.

TO BE FILLED IN BY THE PRESS.

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Final copies supplied on.....	28/4/13 L.B.

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