

**AGREEMENT CUM BOND FOR ADMISSION TO B.D.S. COURSE OF THE GOA UNIVERSITY IN THE BOND GOA DENTAL COLLEGE & HOSPITAL**

This AGREEMENT made at Bambolim this 17<sup>th</sup> July day of the year two thousand and Seventeen between the Governor of Goa (hereinafter called the “Government”) of the One Part and **XXXXX**, son/daughter of **XXXXXX**, resident of **XXXXXX** (hereinafter called the “Students”) of the Second Part.

WHEREAS THE Government has agreed to admit the student for a Program leading to the Bachelor of Dental Surgery in the Goa Dental College & Hospital of the Government for the first term of the academic year 2017-2018.

AND WHEREAS it has been agreed by and between the parties hereto that the student, after completion of the Program , shall serve the Government for a period of five years on the term and conditions hereinafter contained.

NOW THEREFORE, THESE PRESENTS WITNESSETH and the parties

Hereto mutually agree as follows:-

1. The Student shall, on completion of his/her Bachelor of Dental Surgery Program of studies, submit himself/herself to the orders of the Government and the Officers and Authorities under whom he/she may, from time to time, be placed by the Government and shall serve as Junior Resident/Senior Resident/Medical Officer/Public Health Dentist or in any other capacity as deemed fit by the Government for a period of five years in case his/her services are required by the Government commencing within 6 months from the date of being eligible for the award of the Bachelor of Dental Surgery Degree until his/her services are terminated as hereinafter provided.
2. The Service of the student appointed as Junior Resident/Senior Resident/Medical Officer/Public Health Dentist or in any other capacity as deemed fit by the Government may be terminated:-

- (i) by the Government if its Authorized Officers, without any previous notice, if the Government is satisfied on Medical evidence, that Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. is unfit and is likely for a considerable period to continue being unfit by reason of ill-health for the discharge of his/her duties. PROVIDE ALWAYS that the decision of the Government that Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. is unfit and likely to continue being shall be conclusion and binding on his/her. In this case, THESE AGREEMENT shall be void and of no effect.
  - (ii) by the Government or its Authorized Officers, without any previous notice, if the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. is found guilty of any insubordination, intemperance or other misconduct or any breach or non- performance of any of the provisions of this Agreement or if any rules pertaining to the Institution where he/she may, from time to time, be placed by the Government.
  - (iii) by thirty days notice in writing given at any time during service under this Agreement by the Government or its Authorized Officers to his/her without assigning any cause. In this case. THIS AGREEMENT shall stand terminated forthwith, PROVIDED ALWAYS that the Government may in lieu of any notice herein provided for, give the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. a sum equivalent to the amount of his/her salary for thirty days or shorter notice than thirty days if it pays to him/her a sum equal to the amount of his/her salary for the period by which such notice falls short of thirty days. The term "Salary" for the purpose of this Agreement shall mean the salary the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. would be receiving under this Agreement.
3. If the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. is suspended from duty in connection with any investigations into his/her conduct, he/she shall not be entitled to any salary during such period of suspension, but shall be entitled to receive subsistence allowances at such rates as the Government may deem fit.

4. If the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. shall devote his/her whole time to the duties of the said services and shall not engage, directly or indirectly in any trade, business, occupation or profession (including any private practice) on his/her own account and shall not (except in case of accident or sickness certified by competent Medical Authority) absent himself/herself from the said duties without having first obtained permission from the Government or its Authorized Officer.
5. The Student shall not, except as provided in this Agreement, resign without completing the Bachelor of Dental Surgery Program to which he/she has been admitted by the College/University and in case of default, the Student shall be liable to pay a sum of Rs. 3,00,000/- (Rupees Three lakhs only) to the Government as compensation besides forfeiture of his/her fees or/and deposit paid to the Goa Dental College & Hospital by the Student.
6. The Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. shall carry out all the duties and responsible assigned to his/her by the Government or its Authorized Officers, from time to time, in the interest of efficient patient care and running of the Hospital. The decision of the Government or its Authorized Officers as to whether the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc. has satisfactorily carried out all the duties and responsibilities as aforesaid shall be final and binding on the Junior Resident/Senior Resident/Medical Officer/Public Health dentist etc.
7. Period of service when called upon to serve in any capacity as stated above, shall ordinarily be before five years upon being eligible for the award of the Bachelor of Dental Surgery (Graduate) Degree awarded by the Goa University to which this College is affiliated. The Period of service shall solely be determined by the Government and the Student be called to serve within a period of six months after completion of the aforesaid course.
8. At the end of the satisfactory completion of the service for the period of the Agreement, this contract shall come to an end and all provisions hereof shall cease to have effect in favour of the Junior Resident/Senior Resident/Medical Officer/Public Health Dentist etc.

9. If and whenever any part of the sum payable by the Student under this Agreement shall be in arrears, the same shall be recoverable from the student as an arrears of land revenue in accordance with the provisions of the Goa Land Revenue Code, 1968 (Act 9 of 1969), and the rule made thereunder.
10. The stamp duty payable on these presents shall be borne by the Student.
11. This Agreement of Bond for Admission to B.D.S. Program of Goa University in Goa Dental College and Hospital shall come to force with effect from ----- of the day of (Two thousand Seventeen).

WITNESSETH WHEREOF THE parties hereto have hereunto set their hands the day and year first hereinabove written.

\_\_\_\_\_  
(Name of the Student)

\_\_\_\_\_  
(Signature of the Parent)

For and on behalf of the Government of  
Goa in the presence of:-

IN THE PRESENCE OF THE WITNESSES

\_\_\_\_\_  
1. (Full Name &Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 (Full Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of the Dean

Signature of the Dean, GDCH.  
Dated:- \_\_\_\_\_