

**READ FIRST**

# Choose the right agreement

Prepared for the Nagpur IMA Safety project. Project coordination contact: Dr Murali Bk, 9373111709. This contact line does not identify the employer or create a personal payment guarantee.

**Template A — Direct employment**

Use where the named hospital or other legal entity actually appoints and directly employs the individual. It is an employment agreement, not an independent-contractor or volunteer arrangement. Do not use it merely to avoid agency or Security Guards Board requirements.

**Template B — Licensed security agency**

Use where a named client purchases security services from an agency. Verify the agency's relevant PSARA licence and the applicable Maharashtra Security Guards Board registration, allotment or exemption position. A PSARA licence alone does not establish a Board exemption.

**Complete before signing**

Identify the employer/client and its authorised signatory; choose A or B; fill the dates, role, duty locations, agreed compensation and notice terms; attach Schedules 1–3. The chosen agreement and completed schedules form one contract. Have the actual arrangement, wage notification, Board position and execution/stamp requirements checked by a Maharashtra labour-law professional before use.

**Protect the distinction between planning and activation**

No candidate is appointed by this template, a website application or a dummy staffing record. Do not activate a person in the SOS roster until their role, availability, contact consent and onboarding are recorded. Monthly security staffing is separate from free access to the IMA safety web app. Any sponsor contribution must be stated separately in Schedule 2.

**Legal basis and source notes**

These templates preserve mandatory employment rights. Applicable wage classifications, rates, benefits, working-hour rules and the relevant state or central rules must be checked for the employer and location at execution. Statutory changes prevail over inconsistent contract terms.

Maharashtra Private Security Guards Act, 1981 — applicability and Board framework

Maharashtra Labour Department — Security Guards Board requirements

Ministry of Home Affairs — PSARA and model rules

Ministry of Labour — Code on Wages, 2019 (sections 14, 17 and 18)

Maharashtra Labour Department — current Labour Code publications

The labour codes took effect on 21 November 2025. Use current applicable notifications and transitional provisions; do not assume that every draft or central rule applies to this establishment. Source review date: 9 September 2026. The clauses below are proposed contract terms, not a legal opinion or a completed agreement.

## TEMPLATE A • PAGE 1 OF 2

# Direct-employment appointment

The Employer appoints the Employee for the security role stated below, subject to the terms on both pages and the signed Schedules 1–3.

Agreement reference / signing date / place

Employer's full legal name and registered address

Employer signatory, designation and authority

Employee's full name, address and contact

Role / joining date / employment type

If fixed-term: end date / probation, if agreed

Agreed notice period: employer / employee

## 1. Appointment and reporting

The Employee is directly employed by the Employer, not by the website or committee unless the named Employer is that legally authorised entity. The reporting supervisor, worksite and scope are in Schedule 1. A material change of location, role or terms requires written communication and any consent required by law.

## 2. Hours, breaks and weekly rest

Schedule 1 must state start/end times, actual work hours, breaks, weekly rest and relief coverage. Plan an ordinary roster of no more than eight working hours per day and 48 per week unless a lawful arrangement is specifically confirmed. Required handover, training and call-outs are recorded as work. On-call availability must have defined windows and compensation; it is not unlimited unpaid availability.

## 3. Pay and overtime

Schedule 2 states gross monthly wages, components, lawful deductions and the separate employer contributions. Pay must meet the applicable minimum wage, variable allowance and binding Board rates, where applicable. Monthly wages are paid by bank transfer no later than the seventh day of the following month, or an earlier mandatory deadline. Overtime is separately recorded and paid at not less than twice the applicable normal wage rate where legally payable; a higher statutory rate prevails.

## 4. Statutory benefits

The Employer provides applicable provident fund, ESI or other social-security contributions, gratuity, bonus, paid leave, holidays, maternity and injury-related benefits. A consolidated salary cannot waive statutory entitlements. Only lawful, itemised deductions may be made; no recruitment deposit, original-document retention or automatic wage fine is permitted.

# Duties, welfare and acceptance

## 5. Lawful hospital security

The Employee will control access respectfully, monitor assigned areas, keep exits clear, report hazards, help de-escalate disturbances, call authorised assistance and preserve relevant evidence. No debt collection by force, punishment, harassment, political crowd mobilisation, unlawful confinement or obstruction of urgent care is permitted. The post is unarmed unless a separate lawful arrangement is verified and agreed. Private security has no general police powers.

## 6. Emergency response

During an assigned shift or agreed on-call window, acknowledge an SOS through the designated channel and follow the supervisor's lawful instructions. Do not leave a critical post without relief or authorised handover. Use emergency services on 112 for an immediate threat. Assistance outside the scheduled site requires an agreed dispatch, safe transport and payment arrangements. No individual guarantees an incident-free hospital or a response time that has not been agreed and tested.

## 7. Training, equipment and wellbeing

The Employer provides appropriate induction, paid required training, identification, uniform/PPE, working communication equipment, safe facilities, breaks and relief. It keeps verification and qualification records appropriate to the role. The Employee reports an unsafe instruction, fatigue, injury or harassment promptly and may seek a safe alternative without retaliation. Work-related incidents receive medical assistance and the statutory reporting and benefit process.

## 8. Confidentiality and records

Use patient, staff, CCTV and incident information only for authorised duties. No personal social-media posting, forwarding to informal groups or unauthorised recording is allowed. Report a suspected data loss immediately. The Employer limits access and retention, and informs the Employee about lawful processing of employment and emergency-contact data. Confidentiality does not prevent lawful reporting to authorities or exercise of employment rights.

## 9. Complaints, discipline and ending employment

The parties use the named grievance contact first where appropriate. Investigation and discipline must follow fair procedure and applicable law; a complaint or protected disclosure is not misconduct. Termination, fixed-term expiry, notice, retrenchment or other exit requires the procedure and payments required by law. The notice periods recorded on page 1 are subject to mandatory rights. Return equipment against a receipt; earned wages and lawful benefits cannot be withheld as an automatic penalty.

## 10. Governing terms

Indian law and applicable Maharashtra law govern. Competent labour authorities, statutory forums and courts retain their jurisdiction. Mandatory law prevails; otherwise written special terms in the signed schedules prevail over general terms. Amendments require both parties' signatures. The Employee receives a copy in a language understood, with interpretation where needed. No blank schedule is deemed agreed.

Acceptance: Both parties confirm that the completed particulars and attached Schedules 1–3 have been read, explained where necessary and agreed. This template contains no pre-applied signature.

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Employer: authorised signatory / name / date

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Employee: signature / name / date

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Witness or interpreter, if used: name / signature / language

## SHARED SCHEDULE 1

# Duty location and response roster

Attach to the chosen agreement. Use extra signed copies for additional sites. A continuously covered post requires a lawful roster of multiple people and relief; it is not a 24-hour individual shift.

Agreement reference / effective roster dates

Hospital / legal entity / address / Nagpur zone

Posts and tasks / number on duty per shift

Shift start and end / work hours / breaks / weekly rest

Primary supervisor: name / phone / duty hours

Backup supervisor: name / phone / duty hours

Relief person / absence escalation / replacement period

On-call windows / acknowledgement target / escalation

Off-site response boundaries / permission / transport / payment

Equipment, uniform, PPE, rest facilities: who supplies each

## At an alert

Check the location and immediate risk; acknowledge to the duty coordinator; call police/emergency assistance when needed; preserve a safe route for patients; obtain relief before leaving an essential post; record dispatch and arrival. Do not form an unauthorised crowd, chase people or intervene beyond lawful authority and training.

## After an incident

Ensure medical assistance, record facts and witnesses, preserve original CCTV/messages through authorised staff and hand over to police or the incident lead. Complete the incident report and shift handover. A website incident entry is not an FIR.

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Employer/Client representative and date

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Employee/Agency representative and date

## SHARED SCHEDULE 2

# Monthly pay and commercial terms

Amounts in INR. Complete the applicable parts; mark unused rows N/A. Do not treat a sample budget, agency bill or employer contribution as the employee's take-home wage.

Agreement reference / effective date / paying legal entity

Wage classification / zone / notification and effective date

Basic + VDA/DA + other wage components = gross monthly wage

Lawful employee deductions / estimated net wage

Employer PF/ESI and other statutory costs (separate)

OT basis and rate / call-out rate / standby allowance / travel

Leave / weekly rest / holidays / bonus and gratuity treatment

Agency only: relief + equipment + service fee + tax = invoice

Agency only: invoice due date / dispute and rate-revision process

Insurance: insurer / cover / limit / validity / evidence

Optional sponsor: legal name / amount / duration / signed undertaking

Payment responsibility remains with the named employer or contracting party under the agreement and applicable law even if a sponsor delays support. No personal wage guarantee by Dr Murali Bk is implied. The worker receives a wage slip and applicable benefits; employer contributions are not automatically employee deductions.

Employer/Client and Employee/Agency: names, signatures and date

## SHARED SCHEDULE 3

# Onboarding and contact permission

Complete privately for each worker. Verify documents securely; avoid placing identity documents, bank details or private phone lists in public project pages.

Agreement reference / worker name / onboarding date

Identity, references and applicable antecedent checks: record references

Training / fitness for role / licence or Board record, if applicable

Payroll and applicable benefit enrolment: verified by / date

Grievance / harassment complaint / welfare contact

Duty contact number / agreed alert channels / availability

Account/access authorised by / expiry / changes contact

Induction and supervised exercise completed: date / assessor / gaps

## Worker acknowledgement

I understand my duties, hours, wages, reporting line, emergency escalation and grievance route. I will follow the conduct and confidentiality requirements and report unsafe conditions. I received the completed agreement and schedules in a language I understand.

## Emergency-call permission

I permit the named employer/agency and authorised project coordinators to use my duty contact for safety alerts during agreed availability, including a reporting person's recorded SOS. This excludes marketing, publication of my number and unrelated use. I can request correction or withdrawal through the changes contact; employment-duty implications must be discussed fairly with my employer. This creates no unlimited off-duty availability.

## Activation record

The authorised reviewer confirms the actual appointment, role, zone, availability, consent and backup coverage before enabling alerts. Record completion only after checks: identity, duties, wages, training, contact permission and roster. Record remaining gaps and their responsible person above.

Worker: signature / date / language used

Employer/Agency reviewer: name / signature / date

Interpretation/witness or committee record reference, if applicable