

Ref: UPES/HR/DDN/2016/40001432

Dated: October 03, 2016

**Mr. Akash Gupta**

381, Mau, Mohanlatganj  
Lucknow,  
Uttar Pradesh – 226301

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

Dear Mr. Akash Gupta,

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 21, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.

2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

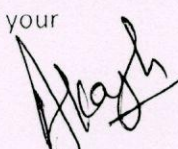
You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your



contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

**8. Training**

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

**9. Leave Entitlement**

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July


**10. Acceptance**

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,  
For **University of Petroleum & Energy Studies**,

  
\_\_\_\_\_  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 08/11/16

Signature: 

Name: Akash Gupta

## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. June 21, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.


\* As per the current fee structure of Ph.D. Programme at UPES.

### 2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

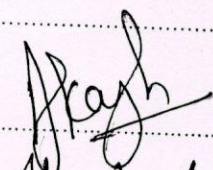
3. In addition, you will be entitled to reimbursement of railway fare by 11nd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 08/11/16

Signature: 

Name: Atash Gupta

**ANNEXURE - II**

**Duties & Responsibilities of Mr. Akash Gupta**  
**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 08/11/16

Signature: \_\_\_\_\_

Name: Akash Gupta

\*

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 21<sup>st</sup> day of June 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Mr. Akash Gupta S/o Mr. Santosh Gupta R/o 381, Mau, Mohanlatganj, Lucknow, Uttar Pradesh – 226301**, (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated October 03, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between him and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

*Akash*

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and



5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

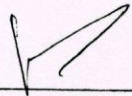
6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

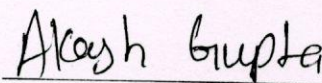
7. JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory

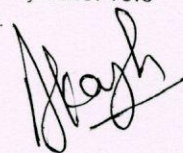
For University of Petroleum & Energy Studies

  
\_\_\_\_\_  
Name of the Employee

**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.



Ref: UPES/HR/DDN/2016/40001440

Dated: August 16, 2016

**Mr. Caneon Kurien**

Pudussery House, 2H Harisree Angel Homes,  
Ollur P. O., Thrissur,  
Kerala - 680306

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

Dear Mr. Caneon Kurien ,

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 27, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

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**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

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contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

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Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

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Sick Leave (SL):	10 days in a calendar year
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**10. Acceptance**

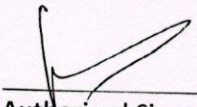
You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

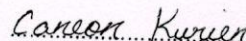
For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: 

Date: 27/7/16

Name: 

## ANNEXURE - I

### 1. Financial emoluments (applicable as per the year of contract of the individual DRF) w. e. f. June 27, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

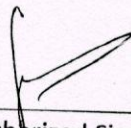
\* As per the current fee structure of Ph.D. Programme at UPES.

### 2. Leave Entitlement

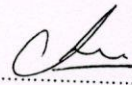
Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: 

Name: Career Hunter

Date: 27/9/16

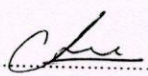
**ANNEXURE - II**

**Duties & Responsibilities of Mr. Caneon Kurien**  
**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 27/9/16

Signature: 

Name: Caneon Kurien

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 27<sup>th</sup> day of June 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Mr. Caneon Kurien S/o Mr. Kurien P. John R/o Pudussery House, 2H Harisree Angel Homes, Ollur P. O., Thrissur, Kerala – 680306**, (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part **WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated August 16, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between him and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

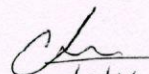
1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

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4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

  
27/9/16

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.


6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.


7. JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory

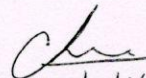
For University of Petroleum & Energy Studies

  
\_\_\_\_\_  
CANEON KURIEM  
Name of the Employee

**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

  
27/9/16

Ref: UPES/HR/DDN/2016/40001434

Dated: August 16, 2016

**Mr. Debajyoti Bose**  
497, Narayantal West,  
Shib Shankar Building,  
Kolkata,  
West Bengal - 700059

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

**Dear Mr. Debajyoti Bose,**

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 22, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

*Debajyoti Bose*  
27/9

\*

contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

**8. Training**

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

**9. Leave Entitlement**

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

**10. Acceptance**

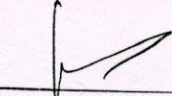
You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 27/9/16

Signature: 

Name: DEBASHREE BOSE

## ANNEXURE – I

### 1. Financial emoluments (applicable as per the year of contract of the individual DRF) w. e. f. June 22, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.


\* As per the current fee structure of Ph.D. Programme at UPES.

### 2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: 

Date: 27/7/16

Name: DEBAJYOTI BOSE

**ANNEXURE - II**

**Duties & Responsibilities of Mr. Debajyoti Bose**  
**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Signature: *Debajyoti Bose*

Date: *27/9/16*

Name: *DEBAJYOTI BOSE*

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 22<sup>nd</sup> day of June 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Mr. Debajyoti Bose S/o Mr. Debashis R/o 497, Narayantal West, Shib Shankar Building, Kolkata, West Bengal – 700059**, (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated August 16, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between him and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
  2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
  3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

*Debajyoti Bose*  
27/9

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

*Rajendra Kumar*  
27/4

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.


6. **INJUNCTIVE RELIEF**

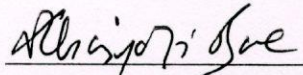
In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

7. **JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory  
For University of Petroleum & Energy Studies

  
\_\_\_\_\_  
Name of the Employee  
DEBASJOTI BOSE

**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

*Sanjay Sae*  
2019

UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

www.upes.ac.in



Ref: UPES/HR/DDN/2016/ 40001444

Dated: August 10, 2016

**Mr. Glen Bennet Hermon**

204, Blog 2, Rashmi Prime Corner,  
Beverly Park, Mira Road (E),  
Mumbai – 401107,  
Maharashtra

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

**Dear Mr. Glen Bennet Hermon,**

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 28, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

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contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

**8. Training**

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

**9. Leave Entitlement**

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

**10. Acceptance**

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,



Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: 

Name: GLEN BENNET HERMON

Date: 7-10-2016

## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. June 28, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.


\* As per the current fee structure of Ph.D. Programme at UPES.

2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July


3. In addition, you will be entitled to reimbursement of railway fare by IIInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 7-10-2016

Signature: 

Name: GLEN BENNET HERMON

**ANNEXURE - II**

**Duties & Responsibilities of Mr. Glen Bennet Hermon**

**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 7-10-2016

Signature: *Glen*

Name: GLEN BENNET HERMON

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 28<sup>th</sup> day of June 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Mr. Glen Bennet Hermon S/o Dr. Terrence Robert Hermon R/o 204, Blog 2, Rashmi Prime Corner, Beverly Park, Mira Road (E), Mumbai – 401107, Maharashtra**, (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated August 10, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between him and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

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reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

*gkh*

*+*

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

6. **INJUNCTIVE RELIEF**

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

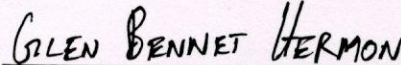
7. **JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory

For University of Petroleum & Energy Studies

  
\_\_\_\_\_  
Name of the Employee



**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

*g/h*

Ref: UPES/HR/DDN/2016/40001435

Dated: October 03, 2016

Mr. Madam Chakradar  
Plot No. 62, Sai Ratna Estate, Valmiki Nagar  
Guntakal, Anantpur,  
Andhra Pradesh – 515801

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

Dear Mr. Madam Chakradar,

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 22, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

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contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

#### 7. Extension of contract

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

#### 8. Training

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

#### 9. Leave Entitlement

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

#### 10. Acceptance

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,

Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: M. Chakradar

Date: 22/12/2016

Name: M. CHAKRADAR

**ANNEXURE - I**

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. June 22, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.


\* As per the current fee structure of Ph.D. Programme at UPES.

2. Leave Entitlement

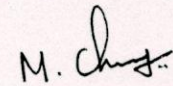
Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: 

Name: M. CHAKRADAR

Date: 22/12/2016

ANNEXURE - II

Duties & Responsibilities of Mr. Madam Chakradar  
as Doctoral Research Fellow (DRF)

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Signature: M. Chakradar

Date: 22/12/2016

Name: M. CHAKRADAR

## EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from 22<sup>nd</sup> day of June 2016;

## BETWEEN

UNIVERSITY OF PETROLEUM & ENERGY STUDIES (henceforth referred to as UPES), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "UPES" which expression unless repugnant to the context shall include its successors and assigns etc).

## AND

Mr. Madam Chakradar S/o Mr. MA Rama Narayana R/o Plot No. 62, Sai Ratna Estate, Valmiki Nagar, Guntakal, Anantpur, Andhra Pradesh – 515801, (hereinafter referred to as the "Employee", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

WHEREAS UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated October 03, 2016.

AND WHEREAS UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

NOW, THEREFORE, in consideration of the fiduciary relationship existing between him and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.

- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

#### 4. DEFINITION OF CONFIDENTIAL INFORMATION

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

7. JURISDICTION

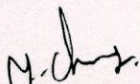
This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory

For University of Petroleum & Energy Studies

M. CHAKRADAR  
Name of the Employee



### ANNEXURE III

#### List of Good Conduct Rules

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

M. Chis:

Ref: UPES/HR/DDN/2016/ 40001400

Dated: March 11, 2016

**Ms. Meenal Arora**  
CD-30 C, LIG Flats,  
Hari Nagar, Jail Road,  
New Delhi - 110064

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

**Dear Ms. Meenal Arora,**

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **February 23, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your



contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

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**9. Leave Entitlement**

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
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Summer Vacation:	15 days during the months of June and July

**10. Acceptance**

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,

  
\_\_\_\_\_  
Authorized Signatory

.....  
Received the original, I accept the offer as mentioned above.

Signature: 

Name: Meenal Aroza

Date: 27/4/16

## ANNEXURE – I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. February 23, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

\* As per the current fee structure of Ph.D. Programme at UPES.

### 2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IIInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 27/04/16

Signature: .....

Name: Meenal Arora

**ANNEXURE – II**

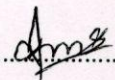
**Duties & Responsibilities of Ms. Meenal Arora**

**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 27/4/16

Signature: 

Name: Meenal Arora

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 23rd day of February 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES (henceforth referred to as UPES)**, a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Ms. Meenal Arora D/o Mr. Hariom Arora R/o CD-30 C, LIG Flats, Hari Nagar, Jail Road, New Delhi – 110064**, (hereinafter referred to as the "**Employee**", which expression shall include her heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated March 11, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between her and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds herself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
  - 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

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4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

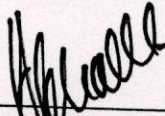
6. **INJUNCTIVE RELIEF**

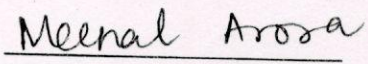
In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

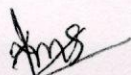
7. **JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory  
For University of Petroleum & Energy Studies

  
\_\_\_\_\_  
Name of the Employee



**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
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  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

Ref: UPES/HR/DDN/2016/ 40001415

Dated: April 18, 2016

**Mr. P Swami Sairam**

6-1-83A, IIInd Floor,  
Varadaraja Nagar,  
Tirupati - 517001  
Andhra Pradesh

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

**Dear Mr. P Swami Sairam,**

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **April 04, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.

2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

*[Handwritten signature]*

contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

**8. Training**

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

**9. Leave Entitlement**

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

**10. Acceptance**

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

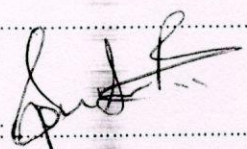
Thanking you,

For University of Petroleum & Energy Studies,

  
\_\_\_\_\_  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 6/5/16

Signature: 

Name: P. Swami Sathyan

## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. April 04, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.


\* As per the current fee structure of Ph.D. Programme at UPES.

2. Leave Entitlement

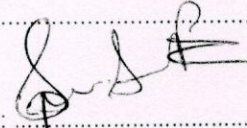
Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by 1Ind AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: 

Date: 6/5/16

Name:

P. Swan Sairam

**ANNEXURE – II**

**Duties & Responsibilities of Mr. P Swami Sairam**  
**as Doctoral Research Fellow (DRF)**

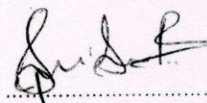
1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 6/5/16

Signature: .....

Name: .....



P. Swami Sairam

Ac

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 4<sup>th</sup> day of April 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES (henceforth referred to as UPES)**, a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the **"UPES"** which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Mr. P Swami Sairam S/o Mr. Satyanarayana R/o 6-1-83A, IInd Floor, Varadaraja Nagar, Tirupati – 517001, Andhra Pradesh**, (hereinafter referred to as the **"Employee"**, which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated March 11, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between her and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds herself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.

- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and



5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.


6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

7. JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.



Authorized Signatory

For University of Petroleum & Energy Studies



P. Swami Sathan

Name of the Employee

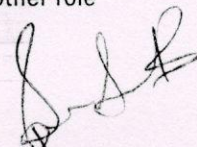
**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.

The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.

12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.



Ref.: UPES-HR/DDN/2016/

Date: July 26, 2016

Mr. Parag Verma,  
NH -58, Near SVBP Agriculture University  
Modipuram, Meerut, UP - 250001

Sub: Letter of Contract as Junior Research Fellow (JRF)

Dear Mr. Parag Verma,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title **Rural Women Technology Park at University of Petroleum & Energy Studies at Dehradun**, on the following terms and conditions:

1. Your association with us will initially be for a period of 1 year i. e. from **August 01, 2016**, to **July 31, 2017**. Since you are appointed for this project, which is for 1 year, your appointment is co – terminus with the duration of the Project or completion of the project, whichever is earlier.
2. You will be primarily reporting to **Principal Investigator (P.I.) – Dr. Neelu Jyoti Ahuja (UPES)**.
3. You will be paid the stipend per month as per the below details:  
Rs. 25,000 + HRA @20%
4. You will follow the specified working hours of the University of Petroleum & Energy Studies, Dehradun fulfilling your commitment as per the **"Terms of Association"** (Annexure I) enclosed.
5. You will be entitled to avail the following leaves:

Sick Leave (SL):	10 days in a calendar year
Casual Leave (CL):	10 days in a calendar year
6. Review of the project will be done periodically. If found unsatisfactory or guilty of misconduct at any stage, the appointment stands terminated with immediate effect, without any notice. If the candidate wants to leave the project, it can be done after giving 1 month notice in writing to the appointing authority or by paying to the University 1 month salary in lieu thereof.
7. You will enroll yourself for PhD program within Six months of your joining, with UPES or any other recognized Institute / University of your choice.

8. You will have to sign an undertaking for registering yourself for PhD program in the relevant area of study within a period of six months of your joining, either with the University of Petroleum and Energy Studies itself or with any other University of your choice. In case you leave in between, before the completion of the Project, you shall be liable to pay the Ph.D. fee waived off so far as well as the contingency amount, if any, spent till date. UPES is also entitled to recover the same from any Of the monetary claims that you may have or to recover through legal recourse. In case you discontinue your association with the Project but continue with the PhD, you would then be required to refund the entire Ph.D. fee waived off so far and the Fee structure, as prescribed by UPES, shall be applicable to you, with effect from your date of PhD registration.
9. You will be required to sign a Confidentiality Agreement as per UPES rules (enclosed herewith).
10. During the period of contract, you will not associate in any manner with any organization without prior written approval of the P.I.&(Co- P.I)
11. You will abide by all the provisions of the law that are applicable.

We request you to join duties on **August 01, 2016** at our UPES Campus, Dehradun and **submit all the documents mentioned in Annexure III on or before your joining for verification.** In case you fail to submit the required documents within stipulated time, this offer will stand cancelled. A detailed appointment letter would be issued to you on your joining subject to fulfillment of conditions as per the Annexure III enclosed.

Please return to us the duplicate copy of this letter and Confidentiality Agreement duly signed as a token of your acceptance of the above terms and conditions.

With best wishes,

Yours sincerely,

**For University of Petroleum & Energy Studies,**



**Dr. Shrihari**  
**Vice Chancellor**

Received the original, I accept the offer subject to the terms and conditions specified above.

Signature: .....

Date:.....

Name: .....



ANNEXURE – I

Terms of Association of Mr. Parag Verma as Junior Research Fellow

1. Beneficiary identification.
2. Imparting training to rural village folks.
3. Imparting training of computer- assisted craft design.
4. Imparting training of craft and apparel making.
5. Management of Computer assisted design lab and Craft Workshop.
6. Setting up product exhibitions and marketing.
7. Record Keeping Survey and data collection

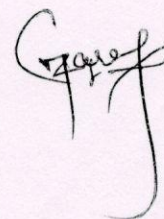


.....  
.....  
Received the original, I accept the offer subject to the terms and conditions specified above.

Signature: .....

Date:.....  
.....

Name:



**ANNEXURE – II**

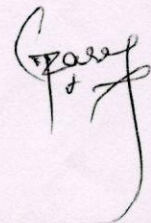
**List of Documents to be submitted**

1. Application Form
2. Resume
3. Personal Detail Form
4. Address Proof / ID Proof
5. Educational Qualification
  - a. Marksheet of 10<sup>th</sup>
  - b. Certificate of 10<sup>th</sup>
  - c. Marksheet of 12<sup>th</sup>
  - d. Certificate of 12<sup>th</sup>
  - e. Marksheet of Graduation
  - f. Degree of Graduation
  - g. Marksheet of Post Graduation
  - h. Degree of Post Graduation
6. Experience & Relieving Letter from previous organization
7. Appointment Letter from previous organization
8. Last Salary Certificate
9. Copy of Resignation
10. 8 Photographs
11. Medical Fitness Certificate
  - a. Weight
  - b. Height
  - c. Eye sight
  - d. Blood pressure
  - e. Blood group
  - f. CBC (Complete Blood Count)
  - g. Blood sugar
  - h. X-Ray chest PA
  - i. ECG
  - j. Urine
  - k. Cardiology / ECG
  - l. Status of Pregnancy (in case of married Female)
  - m. Any other medical report as per history

Received in original. I accept the offer subject to terms and conditions specified above.

Date:.....

Signature:.....



UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

www.upes.ac.in



Ref: UPES/HR/DDN/2016/40001556

Dated: November 21, 2016

**Mr. Ravi Kumar Patel**  
NH-3, B-247, Vindhya Nagar  
Singrauli, Madhya Pradesh

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

**Dear Mr. Ravi Kumar Patel,**

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **November 05, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

- 1.** You are being offered Contractual employment subject to your registration for Ph.D. at our University.
- 2. Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

*Ravi*

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

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contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

## 7. Extension of contract

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

## 8. Training

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

## 9. Leave Entitlement

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

## 10. Acceptance

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

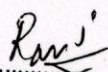
Thanking you,

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

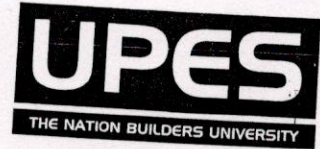
Date: 30/11/16

Signature: 

Name: RAVI KUMAR PATEL

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

www.upes.ac.in



## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. November 05, 2016.

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

\* As per the current fee structure of Ph.D. Programme at UPES.

2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 30/11/16

Signature:

Name: RAVI KUMAR PATEL

Ref: UPES/HR/DDN/2016/40001430

Dated: October 03, 2016

**Mr. Sanka Rama Venkata Siva Prasanna**

25-3-5A/1, Telagapalem 4line,

Ponnur(M), Guntur (Dist),

Andhra Pradesh - 522124

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

**Dear Mr. Sanka Rama Venkata Siva Prasanna,**

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 21, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

*S.R.V Siva Prasanna*

contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

**8. Training**

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

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**10. Acceptance**

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,



Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: .....

Date: 22-10-2016

Name: Sanku Rama Venkata Shiva Prasanna

S.R. Usha Prasanna

## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. June 21, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

\* As per the current fee structure of Ph.D. Programme at UPES.

2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,



Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: .....

Date: 22-10-2016

Name: SANKA RAMA VENKATA SHIA PRASAD

S.R.V Shia Prasanna

**ANNEXURE – II**

**Duties & Responsibilities of Mr. Sanka Rama Venkata Siva Prasanna**  
**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Signature: .....

Date: 22-10-2016

Name: Sanka Rama Venkata Siva Prasanna

*S-R-V Siva Prasanna*

EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from 21<sup>st</sup> day of June 2016;

BETWEEN

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007, Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

AND

Mr. Sanka Rama Venkata Siva Prasanna S/o Mr. Sanka Purna Chandra Rao R/o 25-3-5A/1, Telagapalem 4line, Ponnur(M), Guntur (Dist), Andhra Pradesh – 522124, (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated October 03, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between him and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

*S.R.V Siva Prasanna*

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

S-A-V Sha Prasad

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

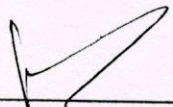
6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

7. JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
\_\_\_\_\_  
Authorized Signatory  
For University of Petroleum & Energy Studies

*Sanku Rama Veerappa Siva Prasad*  
\_\_\_\_\_  
Name of the Employee

*S.R.V Siva Prasad*

**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

*S.R. V. S. P. Reddy*

Ref: UPES/HR/DDN/2016/ 40001536

Dated: October 15, 2016

**Ms. Saradha Devi Gudiyannan**  
A-5, Orchid Gardens,  
No.9 Collectorate Colony,  
6th Cross St,  
Aminjikarai, Chennai  
Tamil Nadu – 600029

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

Dear Ms. Saradha Devi Gudiyannan,

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **September 05, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

#### 7. Extension of contract

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

#### 8. Training

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

#### 9. Leave Entitlement

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

#### 10. Acceptance

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,

Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: G. Saeedha Devi

Name: G. Saeedha Devi

Date: 19/12/2016

## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. September 05, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

\* As per the current fee structure

\* As per the current fee structure of Ph.D. Programme at UPES.

## 2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by 11nd AC for participation in scientific events / workshops in India.

**For University of Petroleum & Energy Studies,**

Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: G. Jacob

Name: G. Saradha Devi

Date: 19/12/2016

**ANNEXURE - II**

**Duties & Responsibilities of Ms. Saradha Devi Gudiyanan  
as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 19/12/2016

Signature: G. Saradha Devi

Name: G. Saradha Devi

G. Saradha Devi  
for

## EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from 5<sup>th</sup> day of September 2016;

BETWEEN

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as UPES), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "UPES" which expression unless repugnant to the context shall include its successors and assigns etc).

AND

Ms. Saradha Devi Gudiyannan D/o Mr. M. L. Gudiyannan R/o A-5, Orchid Gardens, No.9 Collectorate Colony, 6th Cross St, Aminjikarai, Chennai, Tamil Nadu – 600029, (hereinafter referred to as the "Employee", which expression shall include her heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated October 15, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between her and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds herself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

*G. Saradha Devi*

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.


6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

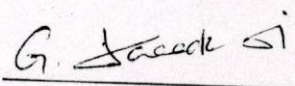
7. JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
Authorized Signatory

For University of Petroleum & Energy Studies

  
Name of the Employee

### **ANNEXURE III**

#### **List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

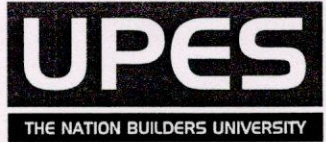
1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.

The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

Info by Finance Team (Anup Kaul)   
 Cost Centre: → 20070652

UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

www.upes.ac.in



Ref.: UPES-HR/DDN/2016/

Date: Feb 29, 2016

Shubhangi Kala  
21/65-1 E.C. Road,  
Dehradun -248001

**Sub: Letter of Contract as Junior Research Fellow (JRF)**

Dear Ms. Shubhangi Kala,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title "Integrated Advance Geo-scientific approach for evaluation of Shale gas Potential of Permo – Triassic Shales of Kimmegund and Mandapeta region of Krishna Godavari Basin India" at Dehradun, on the following terms and conditions:

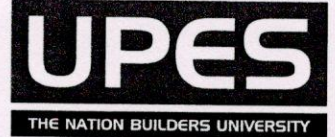
1. Your association with us will initially be for a period of 2 years i.e. from **March 07, 2016, to March 06, 2018**. Your contract is further extendable based on your performance.
2. You will be primarily reporting to **Principal Investigator (P.I.) – Dr. J. Devaraju (UPES)**.
3. You will be paid the stipend per month as per the below details:  
Rs. 20,000 + HRA @20%
4. You will follow the specified working hours of the University of Petroleum & Energy Studies, Dehradun fulfilling your commitment as per the "**Terms of Association**" (Annexure I) enclosed.
5. You will be entitled to avail the following leaves:  

Sick Leave (SL):	10 days in a calendar year
Casual Leave (CL):	10 days in a calendar year
6. Review of the project will be done periodically. If found unsatisfactory or guilty of misconduct at any stage, the appointment stands terminated with immediate effect, without any notice. If the candidate wants to leave the project, it can be done after giving 1 month notice in writing to the appointing authority or by paying to the University 1 month salary in lieu thereof.
7. You will enroll yourself for PhD program within Six months of your joining, with UPES or any other recognized Institute / University of your choice.
8. You will have to sign an undertaking for registering yourself for PhD program in the relevant area of study within a period of six months of your joining, either with the University of Petroleum and Energy Studies itself or with any other University of your choice. In case you leave in between, before the completion of the Project, you shall be liable to pay the Ph.D. fee waived off so far as well as the contingency amount, if any, spent till date. UPES is also entitled to recover the same from any Of the monetary claims that you may have or to recover through legal recourse. In case you discontinue your association with the Project but continue with the PhD, you would then be required

*Shubhangi Kala*

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

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to refund the entire Ph.D. fee waived off so far and the Fee structure, as prescribed by UPES, shall be applicable to you, with effect from your date of PhD registration.

9. You will be required to sign a Confidentiality Agreement as per UPES rules (enclosed herewith).
10. During the period of contract, you will not associate in any manner with any organization without prior written approval of **the P.I.**
11. You will abide by all the provisions of the law that are applicable.

We request you to join duties on **March 07, 2016** at our UPES Campus, Dehradun and **submit all the documents mentioned in Annexure III on or before your joining for verification.** In case you fail to submit the required documents within stipulated time, this offer will stand cancelled. A detailed appointment letter would be issued to you on your joining subject to fulfillment of conditions as per the Annexure III enclosed.

Please return to us the duplicate copy of this letter and Confidentiality Agreement duly signed as a token of your acceptance of the above terms and conditions.

With best wishes,

Yours sincerely,  
For University of Petroleum & Energy Studies,

Authorized Signatory

.....  
Received the original, I accept the offer subject to the terms and conditions specified above.

Date: 30/03/16

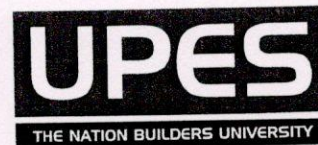
Signature: .....

Name: .....

Shubhangi Kalia  
SHUBHANGI KALIA

UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

www.upes.ac.in



**ANNEXURE - I**

**Terms of Association of Ms. Shubhangi Kala as Junior Research Fellow**

1. Carryout literature survey as related to the project.
2. Carryout the Experimental works related to the project.
3. Coordinate the perform various functions related to research project
4. Carryout the Field works mentioned project area
5. Measure and monitor the Lab works
6. Maintain and Manage the files and folders related to project work
7. Financial Management of project funds.
8. Analyze the various research data and Enrollment for Ph.D
9. Preparation of research papers and presentation of the same in workshop/Seminar and Ph.D thesis work
10. Development and Preparation of database and reports related to project works and Ph.D work.

.....  
Received the original, I accept the offer subject to the terms and conditions specified above.

Signature: .....

Name: .....

Date: .....

30/03/16

SHUBHANGI KALA

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

www.upes.ac.in



## EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from day of March 07, 2016;

### BETWEEN

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

### AND

**Ms. Shubhangi Kala** , d/o- Mr. Pradeep Kumar Kala ,R/O 21/65-1 E.C. Road, Dehradun – 248001 (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the Letter of Contract dated February 29, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between his and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds himself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
  - 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of

any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- a. The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:

Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.

- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from

- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;

- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;

- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.

- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;

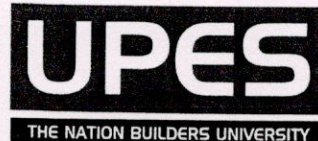
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

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this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

## **6. INJUNCTIVE RELIEF**

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

## **7. JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

Authorized Signatory

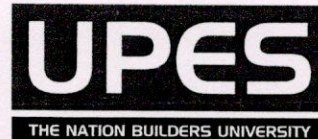
For University of Petroleum & Energy Studies

  
SHUBHANGI KALIA

Name of the Employee

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

www.upes.ac.in



## ANNEXURE II

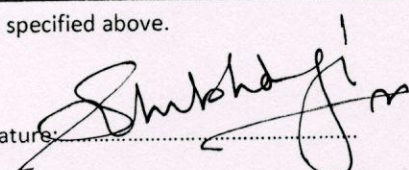
### List of Good Conduct Rules

Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the PhD Supervisor / Co-Guide on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Ministry / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favour for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of P.I. / Co- P.I.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

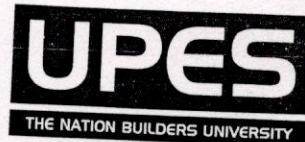
Received in original. I accept the offer subject to terms and conditions specified above.

Date: 30/03/14

Signature: 

UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

www.upes.ac.in



Ref: UPES/HR/DDN/2016/40001549

Dated: November 21, 2016

**Ms. Srawanti Medhi**  
H No. 354(A), Fauzdaripatty  
Nagaon, Assam - 782001

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

Dear Ms. Srawanti Medhi,

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **October 06, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

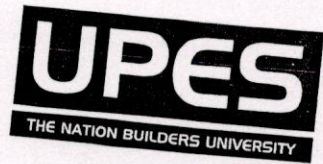
In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

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contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

**7. Extension of contract**

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

**8. Training**

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

**9. Leave Entitlement**

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

**10. Acceptance**

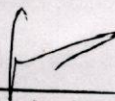
You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 20/11/2016

Signature: 

Name: Shwanti Medh

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

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## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. October 06, 2016.

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

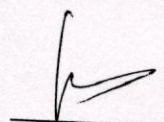
\* As per the current fee structure of Ph.D. Programme at UPES.

### 2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

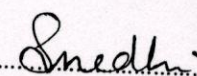
3. In addition, you will be entitled to reimbursement of railway fare by 11nd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,

  
Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 30/11/2016

Signature: 

Name: Sruvanti Medhi

**ANNEXURE - II**

**Duties & Responsibilities of Ms. Srawanti Medhi**

**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

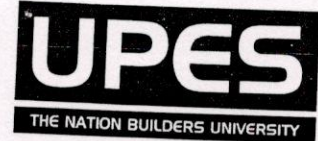
Date: 30/11/2016

Signature: Srawanti Medhi

Name: Srawanti Medhi

UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES

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**EMPLOYEE NON- DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is effective from 6<sup>th</sup> day of October, 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

**Ms. Srawanti Medhi, D/o Mr. Dina Kanta Medhi, H No. 354(A), Fauzdaripatty, Nagaon, Assam - 782001** (hereinafter referred to as the "**Employee**", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated November 21, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between her and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds herself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

*Smedhi*

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

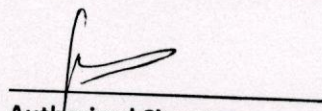
6. **INJUNCTIVE RELIEF**

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

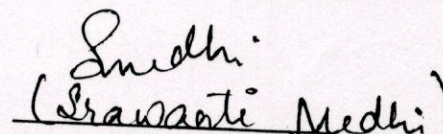
7. **JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.

  
Authorized Signatory

For University of Petroleum & Energy Studies

  
Name of the Employee

# UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

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## **ANNEXURE III** **List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

Ref: UPES/HR/DDN/2016/40001431

Dated: October 03, 2016

**Ms. Varnita Verma**  
121A, Sector 5, Greater Green Park  
Bisalpur Road, Bareilly  
Uttar Pradesh – 243006

**Sub: Appointment Letter of Contract as Doctoral Research Fellow**

Dear Ms. Varnita Verma,

This has reference to our discussions for the post of Doctoral Research Fellow in the University of Petroleum & Energy Studies – Dehradun. We are pleased to take you in the employment in our University, commencing from **June 21, 2016**. You would be posted at our Bidholi Campus, Dehradun. The general terms and conditions of our offer are as follows:

1. You are being offered Contractual employment subject to your registration for Ph.D. at our University.
2. **Designation:** You are designated as Doctoral Research Fellow.

**3. Doctoral Fee**

In addition to your emoluments mentioned in Annexure I, we are pleased to inform you that your Ph.D. fee shall be waived off which is a benefit of **Rs. 80,000/- per annum**, provided you continue to serve UPES till the completion of your contractual period. However, in case you leave UPES before the completion of your contract, you shall be liable to pay the Ph.D. fee waived off so far. UPES is also entitled to recover the same from any of the monetary claims that you may have or to recover through legal recourse.

**4. Reimbursements**

You will also be reimbursed an annual contingency amount upto Rs. 10,000/- per annum on submission of actual bills on account of your official visits, equipments purchased etc. for research purposes.

**5. Teaching Hours**

In addition, you will be required to undertake a minimum of Six Hours of teaching per week, in consultation to your Dean.

**6. Resignation / Termination**

This University shall have the discretion to discontinue the association prior to completion of the contract by giving one month's notice or payment of one month's gross remuneration in lieu of notice. In case you wish to resign or terminate this association prior to completion of your

*Varnita*

contract, it can be done by giving one month's notice and payment of the Ph.D fee waived-off so far.

#### 7. Extension of contract

Your contractual appointment is for an initial period of three years. However, in case you do not complete your Ph.D. within this period, your contractual appointment will be extended for another one year on same terms and conditions but without the Ph.D. fee waiver i.e. you shall have to pay for the Ph.D. programme after the third year of contract.

#### 8. Training

You may be required to undergo specialized training within the University or at other institutions nominated by the University in India or overseas. In that case you will have to sign a bond for such a period and amount as may be decided by the University in this regard.

#### 9. Leave Entitlement

You will continue to be entitled for only following leaves in a year:

Sick Leave (SL):	10 days in a calendar year
Casual leave (CL):	10 days in a calendar year
Summer Vacation:	15 days during the months of June and July

#### 10. Acceptance

You are advised to sign a copy of this letter as token of having accepted the terms and conditions of your engagement and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures and other Rules currently applicable and are subject to amendment and adjustment from-time-to-time. You shall abide by all rules and regulations of the University as in force from time to time.

All other terms and conditions of your employment remain unchanged.

Thanking you,

For University of Petroleum & Energy Studies,



Authorized Signatory

Received the original, I accept the offer as mentioned above.

Date: 22/10/16

Signature:  22/10/16

Name: Varnita Verma

## ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)  
w. e. f. June 21, 2016

Per Month	First Year	Second Year	Third Year
Emolument	17,500/-	20,000/-	22,500/-
HRA (20%)	3500/-	4000/-	4500/-
Transport Allowance	1000/-	1000/-	1000/-
<b>TOTAL</b>	<b>22,000/-</b>	<b>25,000/-</b>	<b>28,000/-</b>
Ph.D. Fee* waived off	80,000 pa	80,000 pa	80,000 pa
Per Annum	First Year	Second Year	Third Year
Annual Contingency	10,000/- p.a.	10,000/- p.a.	10,000/- p.a.

\* As per the current fee structure of Ph.D. Programme at UPES.

### 2. Leave Entitlement

Leave Entitlement per year	First Year	Second Year	Third Year
Sick Leave	10 days	10 days	10 days
Casual Leave	10 days	10 days	10 days
Summer Vacation	15 days during the months of June and July	15 days during the months of June and July	15 days during the months of June and July

3. In addition, you will be entitled to reimbursement of railway fare by IIInd AC for participation in scientific events / workshops in India.

For University of Petroleum & Energy Studies,



Authorized Signatory

Received the original, I accept the offer as mentioned above.

Signature: Vannita Verma

Name: Vannita Verma

Date: 22/10/16.

**ANNEXURE - II**

**Duties & Responsibilities of Ms. Varnita Verma**  
**as Doctoral Research Fellow (DRF)**

1. To be responsible for all activities leading to University development.
2. Undertake research work in your doctoral area.
3. Assist your Guide in developing research/ consultancy projects in your area of expertise.
4. Provide guidance to the students during tutorial/ assignment/ project work.
5. Develop presentation skill of the students in your area of expertise.
6. Coordinating with Internal & External Faculty for Courseware development & upgradation
7. Carrying out the first level review of all Courseware developed
8. Any other duties assigned by the management from time to time.

.....  
Received the original, I accept the offer as mentioned above.

Date: 22/10/16..

Signature: Varnita

Name: Varnita Verma

EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from 21<sup>st</sup> day of June 2016;

**BETWEEN**

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES** (henceforth referred to as **UPES**), a University established through the UPES Act 2003 of the State Legislature of Uttarakhand and having its Main Campus at the 'Energy Acres', PO Bidholi Via Prem Nagar, Dehradun-248 007', Uttarakhand (hereinafter referred to as the "**UPES**" which expression unless repugnant to the context shall include its successors and assigns etc).

**AND**

Ms. Varnita Verma D/o Mr. Arvind Prakash Verma, R/o 121A, Sector 5, Greater Green Park, Bisalpur Road, Bareilly, Uttar Pradesh – 243006, (hereinafter referred to as the "**Employee**", which expression shall include her heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the appointment letter dated October 03, 2016.

**AND WHEREAS** UPES and the Employee wish to document in writing the retention by UPES of the Employee's services and the Employee agreeing to keep full confidentiality and secrecy during the period of association and thereafter up to the period of 2 years after ceasing to be in the association of UPES.

**NOW, THEREFORE**, in consideration of the fiduciary relationship existing between her and UPES, Employee agrees to execute the Employee Non-disclosure Agreement and binds herself as under:

1. The Employee shall never, directly or indirectly, disclose or use any Confidential Information; as such term is defined in Clause 4 hereunder except with the prior written consent of UPES or except when the Employee is acting solely for the benefit of UPES in connection with UPES's business.
2. If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to UPES of any such potential disclosure and allow UPES a reasonable opportunity to limit such disclosure.
3. The Employee will also cooperate with UPES in the execution of any personal confidentiality agreement, which may be required by UPES's clients or other third party connected with the business of UPES.
- 3.1 All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has

*Varnita*

reasonable basis to believe to be Confidential Information, or which is treated by UPES or its clients or other parties as being Confidential Information, shall be deemed to be Confidential Information and the absence of any marking or statement that Particular information is Confidential Information shall not affect its status as Confidential Information.

- 3.2 The Employee shall bear the burden of proving that information is not Confidential Information.

4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 4.1 "Confidential Information" shall include:  
Business Plans, Statistical details relating to business, marketing techniques, marketing information and arrangements, purchasing information, sales proposals, vendor sourcing, pricing policies, quoting procedures, financial information, operations and business systems, identity of existing and prospective customers, employees, suppliers and distributor of data and other materials or other information relating to UPES's business and activities and the manner in which UPES does business.
- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

*Vamika*

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee (whether alone or jointly with others) in the course of association with UPES that are related in any way to its business, whether or not during the normal working hours and whether or not at UPES's premises (all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of UPES, and the Employee agrees immediately to disclose to UPES all Confidential Information developed in whole or in part by the Employee during the term of the Employee's engagement with UPES, to assign to UPES all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by UPES both during and after the Employee's engagement with UPES in order to vest more fully in UPES all ownership rights in Confidential Information transferred by the Employee to UPES. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of UPES was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

6. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of Sections of this agreement by the Employee, UPES shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by UPES as a result of such breach. Nothing herein shall be construed as prohibiting UPES from pursuing any other remedy available to it for such breach.

7. JURISDICTION

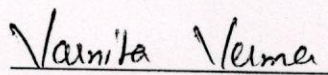
This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

IN WITNESS WHEREOF, the parties set and subscribe their respective hands and seal on the day, month and year herein above mentioned.



Authorized Signatory

For University of Petroleum & Energy Studies

  
Name of the Employee

**ANNEXURE III**  
**List of Good Conduct Rules**

(Following are the Good Conduct Rules which each employee is expected to follow. Any repeated non-adherence of these rules shall make the employee liable for disciplinary action)

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, favor for other relatives or friends or offering of gifts or monetary benefits to University's potential or existing clients students or office bearers.
6. Never taking /stealing or passing to others office property including data, stationery, equipment, money etc.
7. Not misbehaving in any manner whatsoever with any colleague, visitor superior or subordinate, client, participant faculty member / student while on the job or any other time or at any other place.
8. Pursuing educational or any vocation or assignment in or out of office timings without the written approval of VC-UPES.
9. Ensuring that NO physical or monetary loss happens through careless handling of any critical office assets or data / documents.
10. Continuous and consistent adherence to time lines in terms of commitments given to client's management, colleagues and students. These includes promises made to deliver documents, quotes information to a clients, to completion of projects by a given date like promotion of a program, course material, in Society assignment etc. The employee is strongly urged to take feedback from his Line Manager in this regard.
11. Continuous and consistent adherence to quality standards set by UNIVERSITY towards all aspects of work ranging from
  - Personal appearance and grooming
  - Written and verbal communication
  - Representation and presentation of assignments to third parties and students.The employee is strongly urged to enquire about these standards from his probationary period to begin to practice and perfect them over a period of time.
12. Immediate and unconditional compliance with any instruction issued at any time towards carrying out activities in time of exigencies where you may be asked to assume any other role in any capacity at any location in India either on a temporary or permanent basis.

*Varita*