

Ref.: UPES-HR/DDN/2018/

Date: March 19, 2018

Ms. Akanksha Bisht
Block Colony Lohaghat, Near TRC
Champawat, Uttarakhand -262524

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

Dear Ms. Akanksha Bisht,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title "**An Intelligent Tutoring System for children with Learning Disabilities – dyslexia, dysgraphia and dyscalculia**" on the following terms and conditions:

1. Your association with us will initially be for a period of **2.5 Years** i.e. from **March 21, 2018 to August 20, 2020**. Since you are appointed for this project, which is for 2.5 Years, 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

**CAMPUSES:***Akanksha*

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.**
11. You will abide by all the provisions of the law that are applicable.

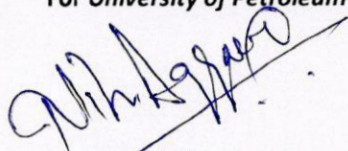
We request you to join duties on **March 21, 2018** at our UPES Campus, Dehradun and **submit all the documents mentioned in Annexure III on or before your joining for verification.** In case you fail to submit the required documents within stipulated time, this offer will stand cancelled. A detailed 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.

Signature: Akanksha

Date: 21/03/2018

Name: AKANKSHA BISHNOI



CAMPUSES:



ANNEXURE – I**Terms of Association of Ms. Akanksha Bisht as Junior Research Fellow**

- Working with children with Learning difficulties
- Developing web-based tutoring tools for children with learning difficulties
- Coding Artificial intelligence techniques
- Developing content, instructional design and creative outlay of tutoring tool.
- Field and survey work, compiling research findings.
- Any other responsibilities assigned by the management.

.....

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

Signature: Akanksha.....

Date: 21/03/2018.....

Name: AKANKSHA BISHT.....



CAMPUSES:



ANNEXURE – II**List of Documents to be submitted**

1. Application Form
2. Resume
3. Personal Detail Form
4. 2 copies of Address Proof / 2 copies of ID Proof
5. Educational Qualification
 - a. Marksheet of 10th
 - b. Certificate of 10th
 - c. Marksheet of 12th
 - d. Certificate of 12th
 - e. Marksheet of Graduation (Individual Semester MarkSheets)
 - f. Degree of Graduation
 - g. Marksheet of Post Graduation (Individual Semester MarkSheets)
 - 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: 21/03/2018

Signature: 



CAMPUSES:



EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from 21st March, 2018

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. Akanksha Bisht, Block Colony Lohaghat, Near TRC, Champawat, Uttarakhand - 262524 (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 **March 19, 2018**

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 2.5 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.

**CAMPUSES:**

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



CAMPUSES:



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.

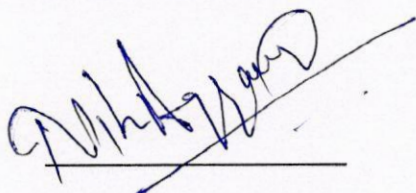
6. INJUNCTIVE RELIEF

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

AKANKSHA BISHT

Name of the Employee



CAMPUSES:



Akanksha

ANNEXURE IIList 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.

Akanksha



CAMPUSES:



Ref.: UPES-HR/DDN/2018/

Date: February 02, 2018

Mr. Anuraj Malav
3-I-47 Mahaveer Nagar Ext.,
Kota, Rajasthan - 324009

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

Dear Mr. Anuraj Malav,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title "**An Intelligent Tutoring System for children with Learning Disabilities – dyslexia, dysgraphia and dyscalculia**" on the following terms and conditions:

1. Your association with us will initially be for a period of **2.5 Years** i.e. from **February 6, 2018 to August 05, 2020**. Since you are appointed for this project, which is for 2.5 Years, 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

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.
11. You will abide by all the provisions of the law that are applicable.

We request you to join duties on **February 07, 2018** 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.

Signature: 

Date:

Name: 

ANNEXURE – I

Terms of Association of Mr. Anuraj Malav as Junior Research Fellow

- Working with children with Learning difficulties
- Developing web-based tutoring tools for children with learning difficulties
- Coding Artificial intelligence techniques
- Developing content, instructional design and creative outlay of tutoring tool.
- Field and survey work, compiling research findings.
- Any other responsibilities assigned by the management.

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

Signature: 

Date:

Name:

Anuraj malav

ANNEXURE – II

List of Documents to be submitted

1. Application Form
2. Resume
3. Personal Detail Form
4. 2 copies of Address Proof / 2 copies of ID Proof
5. Educational Qualification
 - a. Marksheet of 10th
 - b. Certificate of 10th
 - c. Marksheet of 12th
 - d. Certificate of 12th
 - e. Marksheet of Graduation (Individual Semester MarkSheets)
 - f. Degree of Graduation
 - g. Marksheet of Post Graduation (Individual Semester MarkSheets)
 - 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:.....

Anuraj Malav

EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from **February 06, 2018**

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. Anuraj Malav, 3-I-47 Mahaveer Nagar Ext., Kota, Rajasthan – 324009 (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 02, 2018**.

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.

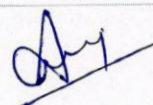
4. **DEFINITION OF CONFIDENTIAL INFORMATION**

- 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 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.

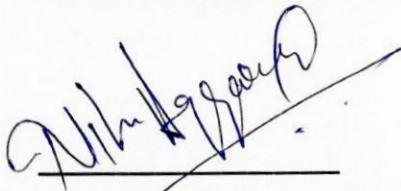
6. INJUNCTIVE RELIEF

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

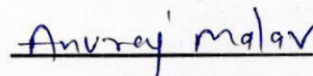
This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

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

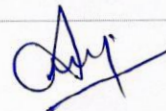


Authorized Signatory

For University of Petroleum & Energy Studies



Name of the Employee



ANNEXURE 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.



Ref.: UPES-HR/DDN/2017/

Date: 1st August, 2017

Mr. Balaji K.
1/181, Rajiv Gandhi Nagar, Vayalur Main Road,
Trichy -620102

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

Dear Mr. Balaji K.,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title '**Development of Self-Healing Polymer Nanocomposites Based on Functionalized nanofillers**' on the following terms and conditions:

1. Your association with us will initially be for a period of **3 Years** i.e. from **August 08, 2017 to August 07, 2020**. Since you are appointed for this project, which is for 3 Years, 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. Sravendra Rana (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.
11. You will abide by all the provisions of the law that are applicable.

We request you to join duties on **August 08, 2017** 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,

S. J. Chopra

Authorized Signatory

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

Signature: *[Signature]*

Date: 09.08.2017

Name: P. BALAJI

[Signature]
9/8/17

ANNEXURE – I

Terms of Association of Mr. Balaji K. as Junior Research Fellow

- Preparation, functionalization, and characterization of nanofillers (CNTs/graphene)
- To design new molecules helpful for low temperature self-healing process including;
 - bonding of the catalyst on the CNT and graphene sheet
 - chemical modification of the epoxy matrix
 - synthesis of multifunctional reactive liquids (Healing agents)
- To monitor the curing process by DSC, FT-IR, and Rheology measurements.
- Manufacturing of epoxy multifunctional composites
- To test the mechanical, electrical and self-healing properties for the prepared epoxy composites.
- Any other duties assigned by the management from time to time.

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

Signature:

Date: 9.8.17

Name: K. BALAJI

ANNEXURE – II

List of Documents to be submitted

1. Application Form
2. Resume
3. Personal Detail Form
4. 2 copies of Address Proof / 2 copies of ID Proof
5. Educational Qualification
 - a. Marksheet of 10th
 - b. Certificate of 10th
 - c. Marksheet of 12th
 - d. Certificate of 12th
 - e. Marksheet of Graduation (Individual Semester MarkSheets)
 - f. Degree of Graduation
 - g. Marksheet of Post Graduation (Individual Semester MarkSheets)
 - 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: 9.8.17

Signature: 

EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from the **date of joining**;

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. Balaji K., 1/181, Rajiv Gandhi Nagar, Vayalur Main Road, Trichy -620102 (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 August 1, 2017.

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

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[Handwritten signature]

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 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.

S. J. Chopra

Authorized Signatory

For University of Petroleum & Energy Studies

K. BALAJI

Name of the Employee

9/8/17

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.

See

[Signature]
9/8/17

Ref: - UPES/HR/DDN/2018

Date: February 02, 2018

Ms. Monika Thapliyal,
Goniyal Colony, Devi Road, Kotdwara,
Uttarakhand, 246149

Sub:- Letter of Contract as Project Assistant

Dear Ms. Monika Thapliyal,

We are pleased to offer you employment with the **University of Petroleum & Energy Studies** as **Project Assistant** in the **Department of R&D** under the following terms and conditions:

1. Your association with UPES will be initially from **February 06, 2018 to August 05, 2020**. Unless extended in writing, this association will come to an end on
2. You will be paid a consolidated salary of **INR. 22000/- (INR Twenty Two Thousand only) per month**, as per Annexure I (Enclosed).
3. You will primarily be reporting to the **P.I. – Dr. Neelu Jyoti Ahuja**.
4. You will follow the Specified working hours of the **DST, Delhi** fulfilling your commitment as per the Terms of Association (Annexure II enclosed).
5. In this period of contractual appointment, you will only be entitled to Casual Leave (05 Leaves) and Sick Leave (05 Leaves).
6. In the event either of us wishes to discontinue the association, 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. During the period of employment, you will not associate in any manner with any organization without prior written approval of Vice Chancellor.
8. You will be governed by the service rules of the University, as in force and as amended from time to time.

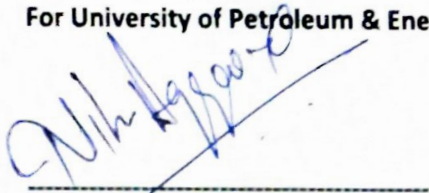
9. You will be required to sign a Non-Disclosure Agreement as per UPES rules at the time of joining.
10. We request you to join duties at the University on or before **February 06, 2018** at our **Bidholi Campus** and **submit all the documents mentioned in Annexure III on or before your joining for verification**. In case you fail to submit the required documents within stipulated time, this offer will stand cancelled.

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

With best regards,

Yours Sincerely

For University of Petroleum & Energy Studies



Authorized Signatory

Received the letter in original. I accept the offer as mentioned above.

Signature: Monika

Date 05.02.2018

Name: Monika Thapliyal

Element wise break up of monthly compensation

Effective from : Date of Joining		
Name: Ms. Monika Thapliyal		
Designation: Project Assistant		
Location: UPES, Bidholi Campus, Dehradun		
S No	Element	Amount(INR)
1	Basic Pay	11000
2	HRA	4400
3	Special Allowance	6600
Monthly Gross Salary		22000/-

Alth

***The employee's share of ESIC shall be deducted from the Monthly Gross Salary**

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

Date: 05.02.2018

Signature: *Monika*

Annexure II

Terms of Association of Ms. Monika Thapliyal as Project Assistant

- Field work, data collection, compilation.
- Communication with different agencies (schools), disability centers
- Compiling research findings
- Documentation and reports
- Any other duties assigned by the management from time to time.

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

Date: 05.02.2018

Signature: Monika

Annexure III

Documents to be submitted

1. Application Form
2. Resume
3. Personal Detail Form
4. Copy of PAN Card
5. Address Proof
6. Educational Qualification
 - a. Marksheet of 10th
 - b. Certificate of 10th
 - c. Marksheet of 12th
 - d. Certificate of 12th
 - e. Marksheet of Graduation
 - f. Degree of Graduation
 - g. Marksheet of Post Graduation
 - h. Degree of Post Graduation
7. Experience Certificate & Relieving Order from previous organization
8. Appointment Letter from previous organization
9. Last Salary Certificate
10. 6 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. Any other medical report as per history

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

Date: 05.02.2018

Signature: Monika

EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from **February 06, 2018**

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. Monika Thapliyal, Goniyal Colony, Devi Road, Kotdwara, Uttarakhand, 246149 (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 **February 2, 2018**.

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

Monika

[Signature]

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.

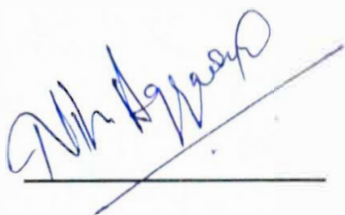
6. INJUNCTIVE RELIEF

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

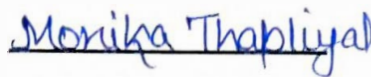
This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at New Delhi.

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, competitors 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, 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 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/2017/

Date: February 13, 2017

Mr. Mukesh Chandra Kestwal,
Village –Umrawnagar, P.O.- PadampurMotadhak,
Kotdwara, PauriGarhwal, Uttarakhand, 246149

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

Dear Mr. Mukesh Chandra Kestwal,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title
“Sustainable Grey Water (GW) treatment technology for community buildings” on the following terms and conditions:

1. Your association with us will initially be for a period of **36 Months** i.e. from **March 15, 2017 to March 14, 2020**. Since you are appointed for this project, which is for 36 Months, 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. Jitendra K. Pandey (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

[Signature]
15/02/17

applicable to you, with effect from your date of PhD registration.

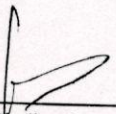
9. You will be required to sign a Confidentiality Agreement as per UPES rules (enclosed herewith).
10. During the period of contract, you will not associate in any manner with any organization without prior written approval of the P.I.
11. You will abide by all the provisions of the law that are applicable.

We request you to join duties on **March 15, 2017** 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.

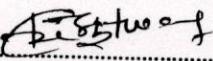
With best wishes,

Yours sincerely,



Dr. Shrihari
(Vice Chancellor)

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

Signature: 

Date: 15/03/17

Name: Mukesh Chandra Kestwal

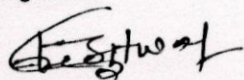
ANNEXURE – I

Terms of Association of Mr. Mukesh Chandra Kestwal as Junior Research Fellow

1. He will be working in the DST funded project 'Swach Neer' and will follow the guidelines of DST.
2. After each and every financial year he will made UC and SoE for the project and will also make the Project Progress Report(P.P.R.)
3. He will perform experiments and will be implemented the Project.
4. He will be associated with R&D Dept. under Dr. J K Pandey (PI) and will directly report to him.
5. He will perform other R&D activities such as organizing Seminars, Guest Lectures etc.
6. Any other duties assigned by the management from time to time.

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

Signature



Date:

15/03/17

Name:

Mukesh Chandra Kestwal

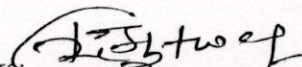
ANNEXURE – II

List of Documents to be submitted

1. Application Form
2. Resume
3. Personal Detail Form
4. 2 copies of Address Proof / 2 copies of ID Proof
5. Educational Qualification
 - a. Marksheet of 10th
 - b. Certificate of 10th
 - c. Marksheet of 12th
 - d. Certificate of 12th
 - e. Marksheet of Graduation (Individual Semester MarkSheets)
 - f. Degree of Graduation
 - g. Marksheet of Post Graduation (Individual Semester MarkSheets)
 - 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: 15/03/17

Signature: 

EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from day of **March 15, 2017**

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. Mukesh Chandra Kestwal, Umrawnagar, PadampurMotadhak, Kotdwara, PauriGarhwal, Uttarakhand, 246149 (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 13, 2017**

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 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.

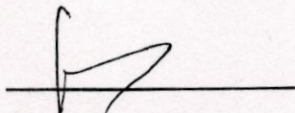
6. INJUNCTIVE RELIEF

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.

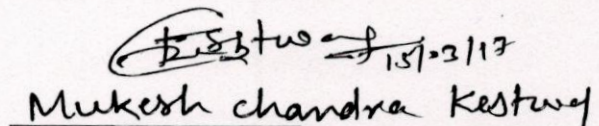
7. JURISDICTION

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



15.12.17

Name of the Employee

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

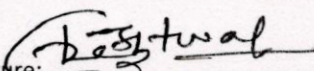
1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the PhD Supervisor / Co-Guide on an everyday basis informed of all new leads 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: 18/03/17

Signature: 

Ref: UPES/HR/DDN/2017/40001326

September 13, 2017

Ms. Ninni Singh
Junior Research Fellow
Dehradun

Sub: Revision of Contractual Appointment & Salary

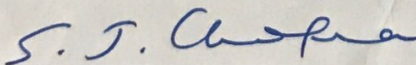
Dear Ms. Ninni Singh,

With reference to your Letter of Contract dated August 06, 2015, this is to inform you that your Contractual Appointment as Junior Research Fellow has been revised to **Senior Research Fellow (SRF)** w.e.f. **10th August 2017**. Subsequently, your monthly payment paid to you as Basic Salary + HRA shall also be revised w.e.f. **10th August 2017**.

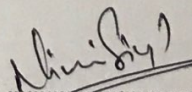
You will now be eligible for a stipend amount of **INR 28,000/- (Rupees Twenty Eight Thousand Only) + 20% HRA per month** less applicable deductions.

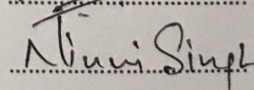
All other conditions of your terms of employment and non-disclosure agreement remain unchanged.

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


Authorized Signatory

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

Signature: 

Name: 

Date:



Ref: UPES/HR/DDN/2017/40601631

Dated: July 01, 2017

Ms. Priya Singh
J-08 Ganga
IGNOU Maidan Garhi
New Delhi – 110068

Sub: Appointment Letter of Contract as Doctoral Research Fellow

Dear Ms. Priya Singh,

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 **July 01, 2017**. You would be posted at our Kandoli 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

Priya

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,

S. J. Chopra

Authorized Signatory

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

Date: 4-10-17

Signature: *Priya*

Name: *Priya Singh*

ANNEXURE - I

1. Financial emoluments (applicable as per the year of contract of the individual DRF)
w. e. f. July 01, 2017.

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/-
TOTAL	22,000/-	25,000/-	28,000/-
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,

S. J. Chandra

Authorized Signatory

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

Date: 4-10-17

Signature: *Pritya*

Name: *Pritya Singh*

ANNEXURE - II

Duties & Responsibilities of Ms. Priya Singh
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: *Priya*

Date: *4-10-17*

Name: *Priya Singh*

EMPLOYEE NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is effective from 1st day of July, 2017;

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. Priya Singh, D/o Mr. Mahesh Pratap Singh, R/o J-08 Ganga, IGNOU Campus, Maidangarhi, New Delhi – 110068 (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 July 01, 2017.

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

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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.

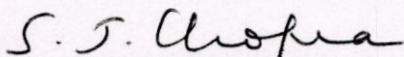
6. INJUNCTIVE RELIEF

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.

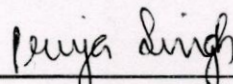
7. JURISDICTION

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.

Priya