

Date: October 18, 2018

Ref.: UPES-HR/DDN/2018/

Mr. Gaurav Mittal,  
Bareilly Road near Dhan Mill Kamal Kunj  
Haldwani, Uttarakhand

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

Dear Mr. Gaurav Mittal,

We have pleasure in offering you a contractual appointment as **Research Fellow** under DST funded project, title "**Ventilation Augmented Supercavitation Turbines for Next Generation Hydropower**" on the following terms and conditions:

1. Your association with us will initially be for a period of **3 Years** i.e. from **October 24, 2018 to October 23, 2021**. 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. Ashish Karn (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



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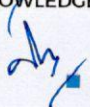
**CAMPUSES:**



**ENERGY ACRES:** Bidholi Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 135 - 2770137, 2776053/54/91, 2776201  
F +91 - 135 - 2776090/95



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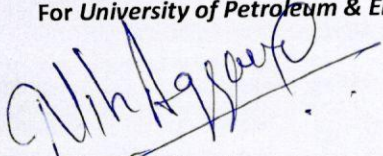
structure, as prescribed by UPES, shall be applicable to you, with effect from your date of PhD registration. www.upes.ac.in

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 **December 03, 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:** .....



**CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, **T** +91 - 11 - 41730151-53, **F** +91 - 11 - 41730154

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**ANNEXURE – I****Terms of Association of Mr. Gaurav Mittal as Junior Research Fellow**

- Undertake and lead research activities on the DST-SERB project “VAST Technology for Next Generation Hydropower” under the guidance of the PI.
- Design and set up laboratory, add new experiments to the laboratory.
- Report the results of the research conducted, in the form of journal articles and conference papers/ presentations. Proceedings.
- Supervise the work of UG/PG/ Exchange students, guide them and facilitate the research in the laboratory of the PI.
- Attend conferences related to the research areas as per the direction of the PI.
- Prepare research reports to be submitted to the funding agencies for the current project.
- Write research proposals/ Assist the PI in the preparation of proposals for funding grants.
- Interact with industry, as and when required, to cater to the successful execution of a project.
- Regularly attend the research group meetings.
- 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: .....



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**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 10<sup>th</sup>
  - b. Certificate of 10<sup>th</sup>
  - c. Marksheet of 12<sup>th</sup>
  - d. Certificate of 12<sup>th</sup>
  - e. Marksheet of Graduation (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

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

Date:.....

Signature:.....

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**EMPLOYEE NON- DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is effective from 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. Gaurav Mittal, Bareilly Road near Dhan Mill Kamal Kunj Haldwani, Uttarakhand.** (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 **October 18, 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.



**CORPORATE OFFICE:** 210/2, Top Q, Cyber Park Industrial Estate, Phase III, New Delhi - 110026, INDIA, T +91 - 11 - 41730151-55, F +91 - 11 - 41730154

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**4. DEFINITION OF CONFIDENTIAL INFORMATION****4.1 "Confidential Information" shall include:**

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

- 4.2 Computer hardware (including its sourcing and software, whether now hereafter existing developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or ; derived there from
- 4.3 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, designed concepts and related documentation and manuals;
- 4.4 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications;
- 4.5 Means of financing the activities and the details about shareholders, financiers, venture capital funders & investors etc.
- 4.6 All other materials or information related to the business or activities of UPES which are not generally known to others engaged in similar businesses or activities;
- 4.7 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and information; and

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION**

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



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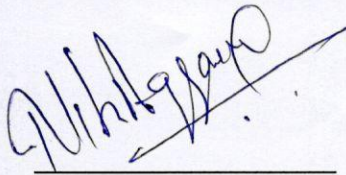
**6. INJUNCTIVE RELIEF**

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**\_\_\_\_\_  
**Name of the Employee****For University of Petroleum & Energy Studies****CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, T +91 - 11 - 41730151-53, F +91 - 11 - 41730154**CAMPUSES:****ENERGY ACRES:** Bidholi Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 135 - 2770137, 2776053/54/91, 2776201  
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**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.

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



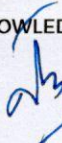
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Ref.: UPES-HR/DDN/2018/

Date: May 22, 2018

Mr. Krishna Moorthy R.  
41-1, Tharmalingam street, Manapparai,  
Trichy-621306, Tamil Nadu, India

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

Dear Mr. Krishna Moorthy R.,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title 'Development of a novel technology for production of hydrocarbon fuels from mixed Plastic waste' on the following terms and conditions:

1. Your association with us will initially be for a period of 2 Years i.e. from June 20, 2018 to June 19, 2020. Since you are appointed for this project, which is for 2 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. Praveen Kumar Ghodke.**
3. You will be paid the stipend per month as per the below details:  
INR 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.

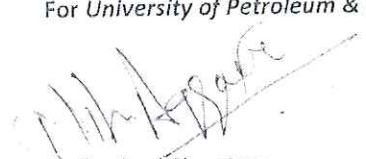
*R. Bhatia*

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

We request you to join duties on **June 20, 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: .....



## 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 10<sup>th</sup>
  - b. Certificate of 10<sup>th</sup>
  - c. Marksheet of 12<sup>th</sup>
  - d. Certificate of 12<sup>th</sup>
  - e. Marksheet of Graduation (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
  - I. Weight
  - II. Height
  - III. Eye sight
  - IV. Blood pressure
  - V. Blood group
  - VI. CBC (Complete Blood Count)
  - VII. Blood sugar
  - VIII. X-Ray chest PA
  - IX. ECG
  - X. Urine
  - XI. Cardiology / ECG
  - XII. Status of Pregnancy (in case of married Female)
  - XIII. Any other medical report as per history

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

Date:.....

Signature:.....



**CAMPUSES:**

**EMPLOYEE NON- DISCLOSURE AGREEMENT**

THIS AGREEMENT is effective from day of June 20, 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. Krishna Moorthy R, 41-1,Tharmalingam street, Manapparai, Trichy-621306,Tamil Nadu, India (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 May 22, 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

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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

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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.

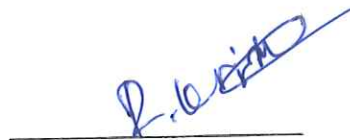
#### **7. JURISDICTION**

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



Name of the Employee

For University of Petroleum & Energy Studies

**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, 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.

*R. Gupta*



## CAMPUSES:





Ref.: UPES-HR/DDN/2018/

Date: October 11, 2018


Mr. Nikhil Raj  
Vill. & P.O - Gobraura, P.S- Lauriya  
District – West Champaran, Bihar, India.  
PIN – 845453.

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

Dear Mr. Nikhil Raj,


We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST funded project, title **“An Economical Approach to Wireless Electricity Generation by Powering Fused Fluorescent Bulbs for Rural Electrification”** on the following terms and conditions:

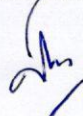
1. Your association with us will initially be for a period of **3 Years** i.e. from **November 19, 2018 to October 19, 2021**. Since you are appointed for this project, which is for 3 Years, your appointment is co – terminus with the duration of the Project or completion of the project, whichever is earlier.
2. You will be primarily reporting to **Principal Investigator (P.I.) – Mr. Surajit Mandal (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

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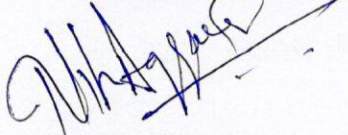
legal recourse. In case you discontinue your association with the Project but continue with the PhD, you would then be required to refund the entire Ph.D. fee waived off so far and the Fee structure, as prescribed by UPES, shall be applicable to you, with effect from your date of PhD registration.

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 **December 03, 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:** .....

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**ANNEXURE – I****Terms of Association of Mr. Nikhil Raj as Junior Research Fellow**

- Fabrication of Prototypes
- Testing of the prototypes in the rural areas,
- Frequently visit to the villages of Bidholi (to be identified by the PI) for the demo/training program.
- 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:** .....



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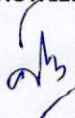
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**ANNEXURE – II****List of Documents to be submitted**

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 10<sup>th</sup>
  - b. Certificate of 10<sup>th</sup>
  - c. Marksheet of 12<sup>th</sup>
  - d. Certificate of 12<sup>th</sup>
  - e. Marksheet of Graduation (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

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

Date:.....

Signature:.....

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**EMPLOYEE NON- DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is effective from 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. Nikhil Raj, Village & P.O. - Gobraura, Lauriya, West Champaran, Bihar, India.** (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 **October 11, 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.



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- 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



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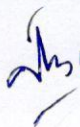
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invention does not relate to UPES's business or actual or demonstrably anticipated research or development, or result from any work performed by the Employee for UPES.

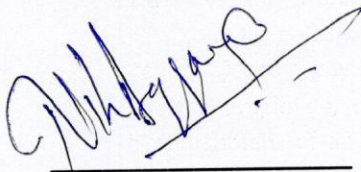
#### **6. INJUNCTIVE RELIEF**

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**



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#### **CAMPUSES:**



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**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.

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Ref.: UPES-HR/DDN/2019/

Date: 25<sup>th</sup> March 2019

Ms. Sarthika Dutt  
26, Aam Bagh Garhi Cantt  
Dehradun, Uttarakhand 248001

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

Dear Ms. Sarthika Dutt,

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 **1 Year 4 months** i.e. from **March 27, 2019 to July 6, 2020**. Since you are appointed for this project, which is for 1 year and 4 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. Neelu Jyoti Ahuja (UPES)**.
3. You will be paid the stipend per month as per the below details:  
Rs. 25,000 + HRA @20%
4. You will follow the specified working hours of the University of Petroleum & Energy Studies, Dehradun fulfilling your commitment as per the **“Terms of Association”** (Annexure I) enclosed.
5. You will be entitled to avail the following leaves:  
Sick Leave (SL): 10 days in a calendar year  
Casual Leave (CL): 10 days in a calendar year
6. Review of the project will be done periodically. If found unsatisfactory or guilty of misconduct at any stage, the appointment stands terminated with immediate effect, without any notice. If the candidate wants to leave the project, it can be done after giving 1 month notice in writing to the appointing authority or by paying to the University 1 month salary in lieu thereof.
7. You will enroll yourself for PhD program within Six months of your joining, with UPES or any other recognized Institute / University of your choice.
8. You will have to sign an undertaking for registering yourself for PhD program in the relevant area of study within a period of six months of your joining, either with the University of Petroleum and Energy Studies itself or with any other University of your choice. In case you leave in between, before the completion of the Project, you shall be liable to pay the Ph.D. fee waived off so far as well as the contingency amount, if any, spent till date. UPES is also entitled



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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 27, 2019 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: Sarthika .....

Date: 27/March/2019 .....

Name: SARTHIKA DUTT .....



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New Delhi - 110 020, India.  
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(Uttarakhand), India.  
**T:** +91 135 2770137, 2776053/54/91, 2776201  
**F:** +91 135 2776090/95

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ANNEXURE – I

Terms of Association of Ms. Sarthika Dutta 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: Sarthika .....

Date: 27/March/2019

Name: SARTHIKA DUTTA



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**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 10<sup>th</sup>
  - b. Certificate of 10<sup>th</sup>
  - c. Marksheet of 12<sup>th</sup>
  - d. Certificate of 12<sup>th</sup>
  - e. Marksheet of Graduation (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: 27 March 2019

Signature: 



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**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**

**Ms. Sarthika Dutt, 26 Aam Bagh Garhi Cantt, Dehradun, Uttarakhand 248001** (hereinafter referred to as the "Employee", which expression shall include his heirs, legal representatives, beneficiaries and assigns) of the First Part

**WHEREAS** UPES has appointed the Employee on the terms and conditions set out in the Letter of Contract dated **25<sup>th</sup> March, 2019**.

**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



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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



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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

SARTHIKA DUTT

Name of the Employee



**CC** CORPORATE OFFICE: 210, 2<sup>nd</sup> Floor,  
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**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
  - o Personal appearance and grooming
  - o Written and verbal communication
  - o 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.

*Santika*

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

**CO**  
**OkI**  
**Nev**  
**T: +**  
**F: +**

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Ref.: UPES-HR/DDN/2018/

Date: May 22, 2018

Mr. Varun Vijay Savadi,  
03, Sai Shyam Chaya, Kopar Road Dombivli West,  
Mumbai 421202, India

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

Dear Mr. Varun Vijay Savadi,

We have pleasure in offering you a contractual appointment as **Junior Research Fellow** under DST – SERB funded project, title “**Investigation of fusion-fission reaction dynamics in heavy ion interactions**” on the following terms and conditions:

1. Your association with us will initially be for a period of **3 Years** i.e. from **June 18, 2018 to June 17, 2021**. 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. D. P. Singh**
3. You will be paid the stipend per month as per the below details:  
INR 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 be required to sign a Confidentiality Agreement as per UPES rules (enclosed herewith).
8. During the period of contract, you will not associate in any manner with any organization without prior written approval of **the P.I.**



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**CAMPUSES:**



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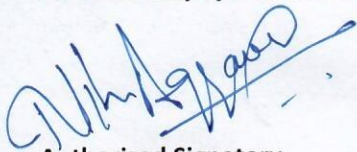
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9. You will abide by all the provisions of the law that are applicable.

We request you to join duties on **June 18, 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:** .....



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**ANNEXURE – I**

**Terms of Association of Mr. Varun Vijay Savadi as Junior Research Fellow**

- JRF will report to the Principal Investigator of the Sanctioned Research Project.
- JRF will work under the research project entitled “Investigation of fusion-fission reaction dynamics in heavy ion interactions” sanction to Dr. D. P. Singh vide File no. ECR/2017/000641 dated 12-03-2017 by the Science and Engineering Research Board, Department of Science and Technology, Government of India, New Delhi-110 016.
- JRF will plan for the various research experiments at Inter University Accelerator Centre, New Delhi, and analyze the data to investigate the reaction dynamics in heavy ion interactions.
- For the scientific discussions, JRF will visit Inter University Accelerator Centre, New Delhi, Variable Energy Cyclotron Centre, Kolkata and other National Laboratories as and when required.
- To present the research work, JRF will attend the National/International conferences, workshops, seminars.
- JRF will prepare all the necessary documents related to the research project, like; progress report, research papers, utilization certificates etc., and may be assigned any other work related to project.
- Any other work assigned by PI of the project as and when required.

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

Signature: .....

Name:.....

Date:.....



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**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 10<sup>th</sup>
  - b. Certificate of 10<sup>th</sup>
  - c. Marksheet of 12<sup>th</sup>
  - d. Certificate of 12<sup>th</sup>
  - e. Marksheet of Graduation (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
  - I. Weight
  - II. Height
  - III. Eye sight
  - IV. Blood pressure
  - V. Blood group
  - VI. CBC (Complete Blood Count)
  - VII. Blood sugar
  - VIII. X-Ray chest PA
  - IX. ECG
  - X. Urine
  - XI. Cardiology / ECG
  - XII. Status of Pregnancy (in case of married Female)
  - XIII. Any other medical report as per history

---

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

Date:.....

Signature:.....



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## EMPLOYEE NON- DISCLOSURE AGREEMENT

**THIS AGREEMENT** is effective from day of **June 18, 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. Varun Vijay Savadi, 03, Sai Shyam Chaya, Kopar Road Dombivli West, Mumbai 421202, India** (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 **May 22, 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



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#### CAMPUSES:



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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**

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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.

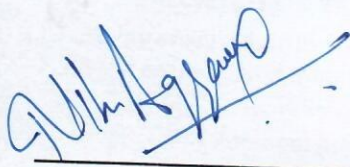
#### **6. INJUNCTIVE RELIEF**

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**

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

**For University of Petroleum & Energy Studies**



**CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, T +91 - 11 - 41730151-53, F +91 - 11 - 41730154

**CAMPUSES:**



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

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

1. Adherence to stipulated working hours. (irrespective of late workings or tour programs)
2. Information of late coming, absence from work or office to be available in advance with your line manager at all times.
3. Keeping the Dean/PVC/VC on an everyday basis informed of all new leads gathered, meetings conducted, people contacted on phone, unfinished project status, outstanding dues, competition information gathered and any challenges being faced regarding timely completion of projects.
4. No representation on behalf of the University / Society or Board Members to the press, media or board members.
5. No soliciting of jobs, 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.



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Dt: 9<sup>th</sup> July 2018

Mr. Ramesh M,  
Asstt Professor,  
Department of Mechanical Engineering,  
UPES

**Sub: Enrollment Letter as Teacher Research Fellow**

Dear Mr. Ramesh M,

This has reference to our application as a Teacher Research Fellow in the University of Petroleum & Energy Studies-Dehradun. We are pleased to inform you that based on the academic norms of this University, your request for admission has been provisionally done for the PhD Program for the July 2018 batch under the "Internal Registration-Part-time Category" in Engineering being offered by the University of Petroleum and Energy Studies, Dehradun (Uttarakhand).

**1. Doctoral Fee:**

Also we are pleased to inform you that your Ph.D. fee shall be waived off with a benefit of Rs 30,000/- per sem during semester I-III and Rs. 20,000/- per sem during semester IV-VI. You will be required to renew your registration every semester by the specified date till the submission of the thesis. The renewal of registration shall be subject to completion of specified number of credits/course work and/or satisfactory progress in research work as recommended by the DRC. Failing to fulfil the above conditions you will not be re-registered.

**2. Duration of Program:**

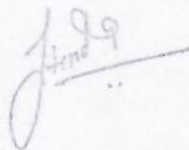
Ph.D. program shall be for a minimum duration of three years, including course work, and a maximum of six years. Extension beyond the above limits will have to be approved by the Vice Chancellor based on the recommendations of the Supervisor, Dean/Director concerned and the Head of the R&D office.

**3. Residency Period:**

The minimum Residency Period for part-time PhD candidates in the Department Constituent Unit shall ordinarily be one semester at the University Department/Constituent Units. Summer Term can also be utilized for this purpose.

**4. Course Credit Requirement:**

Each registered student shall undertake course work as prescribed by the DRC for a minimum period of one semester. The course work will be treated as pre-PhD course. A minimum 12 credits course work is mandatory for all the students provisionally admitted/registered in the PhD program.



Dr Jitendra K Pandey  
Program Director-PhD

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Dt: 10<sup>th</sup> January 2019

Mr. Niteen R Yeole,  
Asstt Professor,  
Department of Mechanical Engineering,  
UPES

**Sub: Enrollment Letter as Teacher Research Fellow**

Dear Mr. Niteen R Yeole,

This has reference to our application as a Teacher Research Fellow in the University of Petroleum & Energy Studies-Dehradun. We are pleased to inform you that based on the academic norms of this University, your request for admission has been provisionally done for the PhD Program for the January 2019 batch under the "Internal Registration-Part-time Category" in Engineering being offered by the University of Petroleum and Energy Studies, Dehradun (Uttarakhand).

**1. Doctoral Fee:**

Also we are pleased to inform you that your Ph.D. fee shall be waived off with a benefit of Rs 30,000/- per sem during semester I-III and Rs. 20,000/- per sem during semester IV-VI. You will be required to renew your registration every semester by the specified date till the submission of the thesis. The renewal of registration shall be subject to completion of specified number of credits/course work and/or satisfactory progress in research work as recommended by the DRC. Failing to fulfil the above conditions you will not be re-registered.

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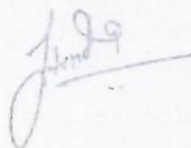
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**3. Residency Period:**

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**4. Course Credit Requirement:**

Each registered student shall undertake course work as prescribed by the DRC for a minimum period of one semester. The course work will be treated as pre-PhD course. A minimum 12 credits course work is mandatory for all the students provisionally admitted/registered in the PhD program.



Dr Jitendra K Pandey  
Program Director-PhD

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Dt: 10<sup>th</sup> January 2019

Mr. V Senthil Kumar,  
Asstt Professor,  
Department of Mechanical Engineering,  
UPES

**Sub: Enrollment Letter as Teacher Research Fellow**

Dear Mr. V Senthil Kumar,

This has reference to our application as a Teacher Research Fellow in the University of Petroleum & Energy Studies-Dehradun. We are pleased to inform you that based on the academic norms of this University, your request for admission has been provisionally done for the PhD Program for the January 2019 batch under the "Internal Registration-Part-time Category" in Engineering being offered by the University of Petroleum and Energy Studies, Dehradun (Uttarakhand).

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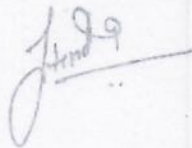
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Each registered student shall undertake course work as prescribed by the DRC for a minimum period of one semester. The course work will be treated as pre-PhD course. A minimum 12 credits course work is mandatory for all the students provisionally admitted/registered in the PhD program.



Dr Jitendra K Pandey  
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