ICFAI University
Jaipur
Established under the provisions of the ICFAI University Jaipur Act 2011 (Act No. 26 of 2011)

Ref: HR/Review/IUJ/22/19449

September 29, 2022

Mr.Biju Gopinath
Emp No 39L39342
Deputy Manager (Placements)
Administration - Jaipur

Dear Mr.Biju Gopinath

In continuation to your letter of appointment, we are pleased to inform you that based on the recommendations of the competent authority of the University, your monthly remuneration package is converted to the pay structure with effect from **September 01, 2022** on the following terms and conditions and the contract of your appointment is extended upto **August 31, 2024.**

1. SALARY / ALLOWANCES AND BENEFITS:

The details of remuneration package are enclosed with this letter as **"Annexure A"**

2. DUTIES AND RESPONSIBILITIES:

You will perform such duties and functions as may be assigned by the competent authority from time to time.

3. ANNUAL PERFORMANCE REPORT:

You are directed to submit your Annual Self Performance Appraisal report to the Vice Chancellor every year based on which your performance will be reviewed every year. Submission of Annual Self Performance Appraisal report is mandatory on your part.

4. CODE OF CONDUCT:

You are expected to work with high standards, initiative, efficiency and economy. You will apply yourself diligently and faithfully to the work that may be assigned to you from time to time and will conform to such directions that will be given to you by your superiors.

5. CONFLICT OF INTEREST:

You will devote your entire time to the work assigned to you by the competent authority of the University and will not undertake any other assignment, work or business, honorary or with remuneration outside your employment with the University, except with the written permission of the Management in each case. Any contravention will attract termination of employment without any notice or compensation.

6. CONFIDENTIALITY:

You will not divulge to any person, except with the specific authority of the Management, any information regarding the activities, technical know-how, security and administrative arrangements, organizational matters, and any information regarding the operations of "The University" which you may have had the privilege to know by virtue of your assignment. Your obligation to keep such information confidential will remain even after cessation or termination or cancellation of your assignment

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7. INTELLECTUAL PROPERTY RIGHTS:
You will disclose to the Management forthwith any discovery, process or improvement made or discovered by you while in the service, and such discovery, process or improvement will belong absolutely to and be the sole and absolute property of the Organization. If and when required to do so by the Management, you will, at the expense of the Management, take out or apply for latter's rights, privileges or protection as may be directed by the Management in respect of any such discovery, process or improvement so that the benefit thereof will accrue to the organization, and you will execute and do all instruments, acts, deeds and things, which may be required by the Management, for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the organization, as the Management may direct, as the sole beneficiary thereof.

You shall not have any claim or interest over any existing or future work created/developed by you during the course of employment which is covered under the definition of the term, **"Intellectual Property"** and the organization and/or its affiliates shall be the sole and absolute owner with all the rights to govern, use and assign it and the same shall be entitled to be registered in the name of the organization and/or its affiliates.

The copy right over the subject content created in the due course of employment, which includes but not limited to, PPTs, Video Lectures, Case Studies, Assignments, Quizzes, PEP notes, bullet notes, templates, animation, literary content, e-Storyboards, Digital Storyboards, SCORM Content, Design Templates, Digital Artifacts, Graphics, Videos etc., will be the absolute property of employer and the employee will not have any rights of any kind over such property.

The employee will be liable for both civil and penal prosecution for using any of the Copy Righted work either directly or indirectly either individually or through third party affecting the rights of the Employer over the subject matter".

8. AUTHORISATION:
You will not enter into any commitments or dealings on behalf of the Management to which you have no express authority, nor alter or be a party to any alteration of principle or policy of the University.

9. SAFEKEEPING OF THE PROPERTIES OF THE UNIVERSITY:
You will be responsible for the safekeeping and return in good condition/order of all the properties of the University, which may be in your use, custody or charge. For the loss of any property of the University in your possession, the Management has a right to assess the loss on its own basis and recover the damage of all such materials from you and take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

10. TRANSFERABILITY OF SERVICES:
During the period of employment, you may be transferred to any of the offices / centers / divisions / departments of the University or of the ICFAI Group located anywhere in India or abroad.

11. CAREER PROSPECTS:
The University is constantly growing through innovation and benchmarking, creating opportunities for learning and growth. However, your career prospects and growth will entirely depend on your efficiency, hard work, regularity in attendance, sincerity, commitment, good conduct and such other relevant factors.

12. ADDRESS FOR COMMUNICATION:
You shall intimate in writing to the Central HR Department (e-mail: chrd@icfaiuniversity.in) any change in your address for communication within a week from the date of such change, failing which, any communication sent to your last recorded address will be deemed to have been served on you. You will also intimate any change in your contact number(s), i.e., your mobile and residential telephone numbers

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13. LEAVES:

A) You will be eligible for LTC (on production of relevant original bills) and Leaves as indicated below with effect from **September 01, 2022.**

Category of Leave	Entitlement (Per Annum)
Casual Leave	12 Days
Earned Leave	30 Days (of which En-cashable Earned Leave (EEL) is 15 Days and Non-En-cashable Earned Leave (NEEL) is 15 Days)
Sick Leave	10 Days on full pay (or) 20 Days on half pay

B) **Date of crediting of the leaves:**

(i) Leaves will be credited on a calendar year basis (January 01 to December 31) as detailed below. The leave entitlement shall be proportionate to the period of service completed during the corresponding period.

(ii) **Casual Leave** will be credited @ 1 day per completed month of service. The un-availed Casual Leave shall not be carried forward to the next Calendar year.

(iii) **Earned Leave (both EEL & NEEL)** will be credited to the leave account of the employee once in six months @ 7 ½ days each on the 1st day of July and 1st day of January every year.

(iv) En-cashable Earned Leave can be availed in the same manner as Non-En-cashable Earned Leave. However, for encashment purpose, only Basic Pay will be considered.

(v) **Sick Leave** will be credited to the account of the employee @ 5 days (on full pay basis) on the 1st day of July and 1st day of January every year.

C) Leave is only a privilege and not a right. Availing of leaves should be planned in advance (except in extreme unpredictable circumstances) and the Application for Leave should be submitted to the competent for approval. The leave sanctioned may be cancelled in case of exigency in the Department.

D) **Submission of Leave Letter in Advance is mandatory:**

(i) Except in the case of an emergency, all the employees planning to avail any kind of leave should submit leave letter to the Sanctioning Authority in advance.

(ii) The said advance notice is in the case of casual leave three (3) working days and in respect of other Leaves it is fifteen (15) working days.

(iii) In case of any Emergency or Exigency of service in the Department / Activity Center, the sanctioned leave can be revoked either before the employee proceeds on leave or even during the leave period of the employee, advising the employee to report back for duty.

(iv) The employee going out of station (during holidays or leave period) should provide the contact details in advance to the Reporting Authority to contact the employee or to call back the employee to attend for duty in case of emergency or exigency of service in the Department.

(v) Non-compliance of any of the above will be considered as a breach of discipline and the employee is liable for suitable action as deemed fit and proper.

E) Leave without pay will only be granted by the Reporting Authority based on the merits of the case.

F) The date of increment shall be automatically postponed by the number of days of such leave without pay. Cumulative Leave without pay for 15 days and above shall be considered as one month and the date of increment shall be postponed accordingly.

* The above mentioned leaves are subject to any revision that may be made from time to time.

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14. ANTI-DISCRIMINATION AND SEXUAL HARASSMENT POLICY:

The organization is committed to providing a work and academic environment, free of any intimidation or harassment which is in any way related to an individual's race, color, religion, gender, sexual preference, genetic information, atypical hereditary cellular or blood trait, ancestry, national origin, age, marital and family status, veteran status, disabilities, or any other classification, as protected by local law.

Specifically prohibited in any type of behavior involving verbal or physical conduct by any Employee which harasses, disrupts, or interferes with any other Employee's or Student's work or any other academic performance or which creates an intimidating, offensive or hostile work or academic environment.

Harassment or intimidation includes, but is not limited to, slurs, epithets, threats, derogatory or objectionable conduct in the form of remarks, pictures, objects, inappropriate jokes, teasing, or any other type of conduct of a physical or verbal nature which is directed against someone due to any of the aforementioned personal characteristics.

Sexual Harassment:

Prohibited harassment of a sexual nature is more specifically defined as any unwelcome sexual contact and advances, demand or requests for sexual favors, sexually colored remarks or other verbal or physical conduct of a sexual or showing any pornography or any other unwelcome physical, verbal or non-verbal conduct of a sexual nature otherwise hostile nature if:

(a) Submission to or rejection of such conduct by an Employee or Student or any other is used as the basis for employment/academic decisions or for benefits/evaluation affecting such Employee or Student; or other person or

(b) Such conduct has the purpose or effect of unreasonably interfering with an Employee's work performance or a Student's academic performance or creating an intimidating, hostile or offensive working/academic environment.

Sexual harassment may include a range of subtle and not so subtle behavior and may involve individuals of the same or different gender. Examples of conduct that may be considered to be sexual harassment, depending on the circumstances, may include, but are not limited to: intentional physical behavior which is sexual in nature, off-color jokes or language, sexually suggestive pictures or objects circulated via email, verbal comments about an individual's appearance or sexuality, propositions, sexual advances, sexual or degrading gestures, verbal abuse of a sexual nature and the like, whether communicated in person or through electronic media.

The behavior illustrated as examples above is unacceptable in the workplace and anywhere else involving employment/academic relationships, including but not limited to overnight official trips, academic activities conducted in other institutions or offices, business/academic conferences or training sessions, academic/official social events, over the telephone or voice mail or by email.

The Management will initiate prompt action in case of receiving any discrimination or sexual harassment complaint and if the complaint is found to be genuine and appropriate, disciplinary action including termination of employment will be taken against the delinquent Employee, besides advising the victim to take recourse to law and other Civil/Criminal proceedings as applicable.

You will strictly adhere to the above mentioned policy and act accordingly during your employment.

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15. TERMINATION OF EMPLOYMENT:

a) Your employment will automatically come to an end on your attaining the age of Superannuation as per this offer of appointment, unless the Management decides to extend the same.

b) You will lose the lien on employment if you absent yourself without leave or remain absent for a period of eight working days or more, beyond the period of leave originally granted. Thereby you will be considered as having voluntarily terminated your employment without giving any notice.

c) Your employment is liable to be terminated without any notice or remuneration in lieu thereof for your act/s of misconduct, loss of confidence, inefficiency, disloyalty or commission of an act involving moral turpitude.

d) Your employment can be terminated based on your annual performance assessment by giving one month notice on either side or payment of one month salary (Basic) Pay in lieu thereof.

e) In the event of your resignation, the organization may, at its discretion, relieve you prior to the completion of the stipulated notice period, without any pay.

16. SUPERANNUATION:

- The age of superannuation is 60 years.
- However, continuation of your services beyond the period of Superannuation shall be at the discretion of the Management.

17. GENERAL:

a) You will be governed by the service rules and regulations, including conduct, discipline and administrative orders and any such other rules or orders of the University that may come into force from time to time.

b) Your present assignment may undergo change from time to time to suit the University requirements and accordingly you may be re-designated.

c) The compensation package offered to you will be kept strictly confidential. You shall not share information regarding the salary and benefits/amenities with anyone.

d) All the premises of the University and its Associate / affiliate Bodies are **"NO SMOKING ZONES".** In case you are a smoker, you are required to restrain yourself from smoking within the premises and in close surroundings of the premises. Any violation in this regard will be seriously dealt with.

You will strictly adhere to the above mentioned policy and act accordingly during your employment.

All other terms and conditions of your appointment remain the same.

Kindly note that the details of the compensation package applicable to you are strictly confidential and you are advised not to share the information with anybody.

Please acknowledge receipt of this letter by signing the duplicate copy and return to us.

Yours sincerely,

Head
Central HR Department

ANNEXURE – A

Ref: HR/Review/IUJ/22/19449 dated September 29, 2022

Name	Mr.Biju Gopinath
Designation	Deputy Manager (Placements)
Stage	19500-550-20050-590-21820-640-23740-700-25840-760-28120-820-30580-880-33220-950-36070-1030-39160

MONTHLY REMUNERATION PACKAGE:

No.	Particulars	Amount p.m (in Rs.)
1	Basic Salary	26600
2	House Rent Allowance	5320
3	Variable Special Pay	9310
4	Conveyance & Medical	3500
5	Employer's contribution to PF	1800
6	Leave Travel allowance	1108
7	Encashment of Earned Leave (EEL)	1108
8	Gratuity	1279
	Total Salary (CTC)	**50025**

- Leave Travel Allowance (LTA) of maximum amount equivalent to one month Basic pay once in a Block Period of two years. You can claim LTA in the second year in the Block Period along with relevant Travel Bills. You should avail EEL / NEL to claim LTA. Unavailed LTA will lapse after the completion of relevant Block Period.
- Encashable Earned Leave can be availed in the same manner as Non-Encashable Earned Leave. However, for encashment purpose, only Basic pay will be considered.

- Your next annual increment will be due on **September 01, 2023.**
- You will be eligible for Gratuity in accordance with the provisions of Payment of Gratuity Act, 1972.
- Income Tax will be deducted at source as per income tax guidelines from time to time.