

REF: SWARNNIM/HR/APPOINTMENT ORDER/2022/319

DATE: 29.08.2022

Mr. Vijayant Kumar  
6/157 Vipulkhad Gomti Nagar,  
Lucknow

Dear Mr. Vijayant Kumar,

With reference to your application for the post of in the setup of Swarnnim Startup & Innovation University (herein after to be referred to as "the University" for the sake of convenience), we are pleased to appoint you for the position of Professor in Swarnnim School Of Business subject to following terms and conditions:

**1. TERMS & CONDITIONS:**

- Your date of appointment will be effective from the 29.08.2022.
- Your monthly salary would be **Rs: 1,50,000** as per the Norms subject to necessary deduction as per the compliance.
- Your services may be terminated by the University by giving you three month's notice or by paying your three month's salary in lieu of notice. The university may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period of three months as indicated herein above.
- If you desire to leave the University after being appointed, you may do it only after serving three month's notice or making payment of three month's salary in lieu of notice to the University. However, under no circumstance, you will leave the University without opting for either of the aforesaid two options. The aforesaid arrangement is subject to clarification that your resignation would not be accepted by the University in the midst of any semester/ academic term.
- The University reserves the right to terminate your services for any of the misconducts committed by you while in service without serving any notice or making payment in lieu thereof as indicated herein above.
- You will be liable to be transferred in such capacity as the University may from time to time determine to any other location, department, function, establishment or branch of the University or subsidiary, associate or affiliate institute. In such case you

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will be governed by the terms and conditions of service applicable to the new assignment. **INDIA'S FIRST UNIVERSITY FOR STARTUP**

- g) You will be governed by the Rules and Regulations of the University, as may be in force from time to time.
- h) You will not be allowed to take any part time employment elsewhere during your term of appointment with our university.
- i) For securing the amount of notice pay payable by you at the time of leaving the University, you shall be required to issue blank cheque in favour of our university at the time of joining our university. The said cheque shall remain in the custody of our University and will be encashed in the event of there being any breach on your part of not fulfilling any of the obligations indicated in clause nos. e and g herein above.
- j) In the event of any dispute of whatsoever arising out of the present letter of employment, including the dispute with regard to non payment of amount in lieu of notice pay payable by you under the terms of present letter of employment at the time of leaving our university, the aforesaid dispute shall be referred to sole arbitrator to be appointed with the consent of both parties in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue and seat of Arbitration shall be at Ahmedabad only.
- k) You will be required to execute a separate undertaking in favour of the University for either agreeing to issue blank cheque for the requisite amount in favour of the University or to agree for deduction of the requisite amount every month from your salary for securing the payment payable by you to the University for violating any terms and conditions concerning notice period referred to herein above. It will be open for the University to insert the date in the blank cheque in the event of the aforesaid cheque being presented for encashment. Or in the event of your opting for an option for deduction of the amount every month from your salary, it will be open for the University to appropriate the amount so deducted for breach of the terms and conditions concerning notice period mentioned herein above. However, in the event of there being compliance by you of the terms and conditions concerning notice period, either the cheque shall be returned to you or the amount deducted by the University every month shall be refunded to you at the time of your leaving the University, depending upon the option you opted for.

## 2. OTHER BENEFITS

- a) Leave, holidays and working hours as applicable to your category of employees and location, Department of posting.
- b) Perquisites, if any, as applicable to your category of employees and/ or based on functional requirements as and when applicable would be determine by the Management.
- c) You will be entitled to other compensation and benefits in accordance with the SSIU University policy as modified and intimated to you from time to time.

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- d) Your performance would be reviewed periodically and necessary correction in the salary will be done accordingly.

### **3. RESPONSIBILITIES**

- a) You shall report to the Vice President.
- b) In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results.
- e) You will be required to undertake travel on University work for which you will be reimbursed travel expenses as per the University policy applicable to you.
- f) You shall be asked to perform other duties whether its Academic, Research or Administrative apart from your routine work as and when deemed necessary by the Management.

### **4. CONFIDENTIALITY**

In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the University. Therefore, please ensure that you maintain as secret and confidential all Confidential Information and shall not use or divulge or disclose any such Confidential Information except as may be required under obligation of law or as may be required by SSIU and in the course of your employment with written permission of Management. This covenant shall endure during your employment and for a period of one year from the cessation of your employment with SSIU (irrespective of the circumstances of, or the reasons for, the cessation). Apart from the above you must sign the Non-Disclosure Agreement with the university in order to maintain the confidentiality during your tenure. Please be informed that in case of any breach of confidentiality Legal Actions would be initiated against you.

### **5. GENERAL**

- a) We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you found guilty or produce wrong information/ documentation, you will be removed from the service without prior notice/ intimation. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which relate to your commitments under this Agreement.
- b) Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be

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void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

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- c) These employment terms supersede and replace any existing agreement or understanding, if any, between SSIU and you relating to the same subject matter.

## 6. NOTICE PERIOD

- a) This contract of employment is terminable, without reasons, by either party giving **03 Month(90Days)** written notice. SSIU reserves the right to pay or recover salary in lieu of notice period.

## 7. ON SEPARATION

On acceptance of separation notice, you will have to immediately submit all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects to the higher authority as per the university norms. You cannot make or retain any copies of these items.

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

Yours Sincerely,  
Registrar

*I agree to accept employment on the terms and conditions mentioned in the above letter.*

Name: Vijayant Kumar

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

Place & Date: \_\_\_\_\_



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