



ATLAS
SKILLTECH
UNIVERSITY

EMPLOYEE HANDBOOK

As approved by Governing Body on 9th August 2021





INTRODUCTION

The Employee Handbook will acquaint you with policies and all information relating to your employment with the University. This policy applies to all Faculty & staff (herein referred to as faculty & staff). It will also apply to adjunct faculty, part time employees and interns, as and where mentioned.

It is expected that faculty & staff read, understand, familiarize and adhere to the policies and processes mentioned in this document. As per the evolving needs of the organization, the policies and processes are subject to change/modifications.

Please note that this handbook contains confidential information and is for internal circulation only. It is not to be shared with any person not employed with the organization.

The Institute reserves its right to interpret; change; suspend; cancel; or dispute, with or without notice; all or any part of what is contained in the handbook. The Institute will notify all employees of such changes.

In the interpretation of any policies and procedures covered in the handbook, the Management's decision will be final and binding on all employees / associates of the University.

In case of any queries or clarifications with regards to the policies and/ or processes mentioned in this document, faculty & staffs may get in touch with the HR team.



ATLAS
SKILLTECH
UNIVERSITY

A

**ANALYTICAL THINKING
& INNOVATION**

T

**TECHNOLOGY DESIGN &
PROGRAMMING**

L

**LEADERSHIP & SOCIAL
INFLUENCE**

A

**ARTIFICIAL INTELLIGENCE
& MACHINE LEARNING**

S

SUSTAINABILITY

SkillTech develops **logical thinking
in Creative Professions**



PRESIDENT & CHANCELLOR'S DESK:

The premise of the University is to support individuals and businesses by providing innovative skills learning programs and developing skilled manpower that helps them to reach their potential in contributing to sustainable economic growth.

There is a wave of innovation and entrepreneurial initiatives in India. There is a positive energy that is both nurturing and inspiring for students. One of the key economic mechanisms through which the University is likely to affect equilibrium employment is through its impact on the effective skilled development & entrepreneurship and industry production and its services.

I foresee the University creating a legion of unparalleled leaders who have the best of both worlds: the finesse of the west and the passion of the east. They will be skilled and entrepreneurial leaders who will create great economic and social change. This legion will be a powerful force for solving the economic, social, and environmental issues confronting our country and the world.



DR. INDU SHAHANI

Founding President & Chancellor
ATLAS SkillTech University



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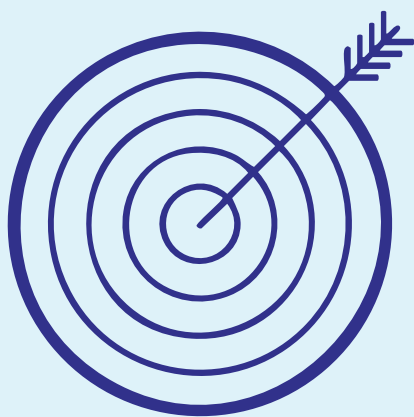
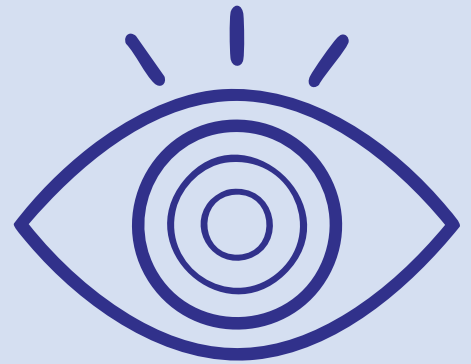


ATLAS
SKILLTECH
UNIVERSITY

ABOUT THE INSTITUTION

OUR VISION

To Create Leaders Of The Future,
Equipped With The Skills Of Tomorrow



OUR MISSION

To Empower Learners With 21st
Century Skills & Transdisciplinary
Knowledge To Excel In Industry 4.0



GUIDING PRINCIPLES

I

INTEGRITY

Advocate fairness and transparency in all practices and interactions, with highest standards of professionalism and ethics.

M

MOTIVATION

Extend active encouragement and create an energizing work environment to support consistent performance and growth in the organization.

P

PASSION

Foster creativity and take pride in organizational endeavors with a compelling desire for achievement of shared goals.

A

AGILITY

Learn quickly and effectively from experiences, embrace change and adapt to the evolving needs of the organization.

C

COMMUNITY

Practice empathy and generate value through sustainable development and empowerment of individuals & communities for the betterment of society.

T

TEAM WORK

Promote collaboration with all stakeholders for achievement of common goals through shared responsibility and support.

(1) WORK ENVIRONMENT & ORGANIZATIONAL CULTURE

The University has a strong work culture to bring the Faculty & Staff together on a common platform and motivate them to deliver their best. It is essential for the employees to enjoy at the work place for them to develop the sense of loyalty towards it.

The organization offers a positive ambiance to the employees for them to focus on their work and follow the organizations rules and regulations.

To create a healthy work culture:

- An employee must be cordial with each other
- Each employee should be treated as one
- Encourage discussions at the workplace
- Promote team building activities to bind the employees together

The culture is Hands-on, open, agile and result- oriented with high quality academicians. We are built on collaborations and we value each of our stakeholders. The organization aims at improving efficiency, productivity, growth and ethical standards. We believe in developing an entrepreneurial mindset which promotes taking initiatives and implementing the same. The organization encourages all employees to bring forward their suggestions and good ideas about making it a better place to work and enhancing service to the community.



(2) HUMAN RESOURCE POLICY

We recognize the contributions of the faculty & staff and treat each individual faculty & staff fairly and consistently in all matters, with a uniform application of the following human resources philosophies:

- Human resources are best allocated to achieve optimum productivity and efficiency.
- Faculty & staff are always encouraged to well-equip themselves for the present job and future development.
- Reward is based on merit. High performers are given priority to take up more responsible positions.
- Two-way communications between faculty & staff and the senior leadership are promoted as a means of building mutual understanding and trust.
- Workplace safety is given top priority to protect human health and enable faculty & staffs to deliver their best performance.



(3) CODE OF CONDUCT

1. Purpose

The management expects employees at all levels to maintain absolute integrity and devotion of duties, and to work with a high standard of imitative, efficiency and economy; and conduct themselves in an exemplary manner so as to enhance the image of the organization for its Growth into the most sought after organization to work for. An employee holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his/her control/authority.

All employees are expected to ensure that they comply with tax, exchange control and other legal requirements as applicable to them at all times. As employees of the organization of outstanding integrity, they should take care that their actions do not reflect adversely on the reputation of the organization and the highest ethical standards are followed always. They are also expected to comply with all laws and regulations concerning environmental protection and actively engage in educational activities related to environmental protection and efficient use of resources and energy.

All employees are reminded of certain sensible measures which they should take to ensure that they never breach the confidence places in them by the management and upon which are entitled to rely. The nature of work of the organization is not a matter to be discussed generally. They should re employee that they have access to certain information because the management trusts their discretion. They should do nothing to injure their trust.

2. Scope:

This policy is applicable to all Staff & Faculty members. It is also applicable to Adjunct Faculty, part time employees and interns.

Features of the policy

1) Honesty Integrity

The faculty & staff shall deal on behalf of Institution, with professionalism, honesty and integrity, as well as high moral and ethical standards. The faculty/staff will act in good faith, responsibly, with due care, competence and diligence, without allowing their independent judgement to be subordinated. The faculty & staff will act in the best interests of the organization.

2) Conflict of Interest

The relationship of Institution with its faculty & staff is based on mutual trust. As the organization is committed to preserve the interests of people under its employment, it expects the faculty/staff to act only towards its own fundamental interests. Conflict of interest may occur whenever faculty & staff's interest in a particular subject may lead them to actions, activities or relationships that undermine the organization and may place it to disadvantage

The Institution strives to provide healthy and safe working conditions, promote and enhance safety as a work culture, prevent loss or human injury and avoid any adverse impact on the environment. In return, staff is expected to abide to the safety rules and to exercise caution in all their office activities. The faculty & staff should also report any unfavorable condition to their supervisors.

3) Free from Discrimination & Harassment

In order that the University maintains a positive work environment for all employees, Faculty & Staff are required not to engage in or permit any fellow colleague to engage in any sexual, racial or other harassment of or unlawful discrimination against any person (whether or not a University employee) in the course of your or their employment by the University.

The university will not tolerate any kind of discrimination that creates a hostile and unpleasant environment for faculty & staff, interns, students, visitors or any stakeholders. Faculty & staff who harass their colleagues will go through our disciplinary process and management at its discretion will take the action against them depending on the severity of their offence

4) Usage of Internet

Faculty & staff of Institution are advised to use the organisation's internet connection for the following reasons:

- To complete their job duties.
 - To seek out information that they can use to improve their work.
 - To access their social media accounts, while conforming to our social media policy.
 - Institution to restrict its faculty & staff' access to websites of their choice, but it expects its faculty & staff to exercise good judgement and remain productive at work while using the internet.
 - Faculty & staff must not use the organisation's network to: Download or upload obscene, offensive or illegal material. Send confidential information to unauthorized recipients.
 - Invade another person's privacy and sensitive information.
 - Download or upload movies, music and other copyrighted material and software.
 - Visit potentially dangerous websites that can compromise the safety of our network and computers.
 - Perform unauthorized or illegal actions, like hacking, fraud, buying/selling illegal goods and more.
- Faculty & staff should be careful when downloading and opening/executing files and software.

The Institution does not assume any responsibility if faculty & staff devices are infected by malicious software, or if their personal data are compromised as a result of inappropriate faculty & staff use.

5) Usage of Email

Faculty & staff can use their official account for both work-related and personal purposes as long as they don't violate this policy's rules. Faculty & staff should not use their corporate email to:

- Register to illegal, unsafe, disreputable or suspect websites and services. Send obscene, offensive or discriminatory messages and content.
- Send unauthorized advertisements or solicitation emails. Sign up for a competitor's services unless authorized.
- The Institution has the right to monitor corporate emails. The Institution also have the right to monitor websites faculty & staff visit on the organisation's computers or laptops or any other electronic gadgets.

6) Social Media Policy

The following regulations shall be followed by the faculty & staff in all their Social Media usage with respect to The Institution, in or to maintain the confidentiality and privacy of the Institution and its stakeholders

Faculty & staff should make sure that they do not appear as the spokesperson of the Institution, thus do not put any sensitive or financial information on the social media platform.

While posting on Social Media one should use his/her sense of judgement at the times when he/she is sharing about the organization, as he/she will be representing the Institution. Do not upload or share the organization's logo in any post.

7) House Keeping Practices

All faculty & staff are responsible for enforcing good housekeeping practices as it is recognized that poor housekeeping creates hazards which can lead to injuries in the workplace.

8) Personal Data

Accurate personal records are required for the benefit of both the faculty & staff and The Institution. It is the responsibility of faculty & staffs to keep HR team informed of any change in their personal circumstances such as:

- Permanent Address
- Current Address
- Contact Details
- Emergency Contact Details
- Marital Status
- Change in Name
- Details of Dependents

- Attainment of educational and professional qualifications
- Any other such relevant details

9) General guidelines

- a)** Faculty & Staff may not without prior consent of the University accept any gift and/or favor of whatever kind from any student, faculty, customer, client or supplier of the University or any prospective student, faculty, customer, client or supplier of the University.
- b)** Faculty & Staff may not without prior consent of the University accept any gift and/or favor of whatever kind from any student, faculty, customer, client or supplier of the University or any prospective student, faculty, customer, client or supplier of the University.
- c)** Faculty & Staff must devote the whole of your time, attention and abilities during your hours of work for the University to your duties for the University. No other duties can be undertaken during your hours of work for the University.
- d)** During the period of employment with the University, Faculty & staff may not without the prior consent of the University engage in any other direct/indirect business, consultancy, work, employment or assignment – honorary or remuneratory – except with the prior written approval of the President.

10) Other Work Norms

Below listed actions/activities are strictly prohibited

- Engaging in acts of dishonesty, fraud, theft, or sabotage. Unauthorized possession of property belonging to the organisation, a student or another faculty & staff.
- Stealing and/or other misappropriation of cash or cash equivalents. Fighting, horseplay, practical jokes or other conduct that may endanger or disrupt anyone on our premises.
- Drinking alcohol and/or the use of controlled substances on the job or during lunch time or reporting to work under the influence.
- Refusing to cooperate with organization investigations, or providing false information or otherwise interfering with or obstructing an organization investigation.
- Violating criminal laws on organization premises or while performing Organization business.
- Being convicted of a felony or crime that reflects negatively on your Trustworthiness or dedication to personal safety or reasonably may be expected to damage the Organization's reputation in the community.
- Threatening, intimidating, coercing, harming or interfering with the performance of faculty & staff, applicants, students, vendors or the general public.
- Insubordination, including refusal to work on an assigned job, refusal to comply with instructions, refusal to comply with Organization policies.

Violations of the Standards of Conduct will be taken seriously and may subject faculty & staff to disciplinary action.

(4) CLASSIFICATION OF TEACHING & NON- TEACHING STAFF

Faculty & staffs are further classified into the following categories:

A) Teaching

1) Core Faculty (Fulltime)

The faculty appointed by the organization on regular basis for teaching one or more course papers with direct teaching workload hours in the range of 14-18 hours per week, as per the cadres. They are the ones who are also given added responsibilities to ensure the growth of self, students and the organization as a whole. The faculty initially appointed on a standard probation period of 12 months.

2) Visiting Faculty

The faculty appointed by the organization on part time basis for teaching selected course papers applicable as per the semester with a pre-defined teaching work load per week. He/ she is also responsible of contributing towards the activities related to their subjects and academic administration like, course documentation, setting up of question papers and answer sheet checked, uploading the attendance, etc. (as and when required by the management. They are appointed for a semester at a fixed pay per hour. The existing Visiting faculties can continue teaching in the fresh semester only if there is any requirement and with the approval of the management for the same. They are not entitled to any benefits of a regular faculty & staff in the organizations.

3) Adjunct Faculty

The faculty appointed by the organization on part time basis as a Retainer for teaching for the assigned course and teaching work load as per the discretion of the management. The faculty & staffs should ensure and abide by the rules and regulations thus stated by the management for them.

(B) Non-teaching

1) Full time

The staff is a regular staff who works as per the directions and responsibilities stated by the management and also maintain a minimum work timing and schedule. They are also entitled to various benefits as of a regular faculty & staff.

2) Part time

Part-time staff means a person who is engaged for work for less than normal working hours. Part-time staff are ordinarily not entitled to the benefits provided to full-time faculty & staffs. They are allowed such benefits provided as are specifically determined by the management



(5) RECRUITMENT & SELECTION POLICY

1. Purpose

Our purpose of recruitment is to acquire the optimum number of high-quality employees for the operations and development of the organization. In order to appoint the most appropriate persons for the positions, the potential candidates are drawn from a wide pool and equal opportunities are ensured for all candidates. Cadres and the posts under the University shall be as followed by the regulatory bodies

The objectives of this recruitment and selection policy is to ensure:

- A professional and consistent approach to recruitment and selection;
- that the members of faculty & staff are recruited on the basis of their ability; and
- managers are able to attract and recruit high calibre staff.

2. Scope

This policy applies to all internal & external applicants.

FEATURES OF THE POLICY

A. Manpower Planning:

The recruitment and selection process is centralized for the University. Before initiating the recruitment section procedure, a manpower planning to ensure that we

- Acquires and retains the optimum number of employees with the required skills, expertise, and competence.
- Assist in optimum resource allocation so that potential manpower surplus or shortage can be anticipated and alleviated as much as possible.

This is to be carried out at the start/end of each academic term, i.e., six months that constitute a semester, of the university. Staff employment during the semester will be avoided as far as possible. Planning the process is the responsibility of the Dean/ HOD and is approved Pro Vice Chancellor's office.

A thorough review of the operations, structure, and manpower is conducted and HR reviews the recommendations and compiles a manpower plan for the year and reviews it as and when required. To optimize human resources utilization and to maintain cost-effectiveness, stringent manpower control is exercised. Recruitment is carried in accordance with the bases of operational needs and manpower requirements approved.

Whenever an employee leaves the organization, the replacement is necessary / to be approved by the Dean/ HOD and confirmed by the Pro Vice Chancellors office. The HR then reviews and determines if the vacancy is to be filled through in-house staff or a new faculty & staff has to be selected.

B. Method of Recruitment for Teaching and Non-Teaching

Recruitment to the posts may be made:

- by direct recruitment – all India and/or global (advertisements in newspaper(s), periodical(s)/ journal(s), website/Internet.
- by internal references/ network
- by promotion
- by invitation
- Through specialized consultancy firms

C. Advertisement

Advertisements inviting applications will be released in newspapers identified for the purpose. The advertisement copy will be shared with the Pro Vice Chancellor's office and the concerned Dean/HOD for comments/inputs before the release of the advertisement.

D. Shortlist

CVs are received through Electronic Media and Hard Copies. A selection committee (Pro Vice Chancellor's office, Dean/ HOD, and HR) will shortlist the prospective candidates, if need be the committee may call them for interaction and interview the prospective candidates for the vacant positions at all levels. Our experts keep in mind various aspects in short-listing the appropriate candidate

- Academic Qualifications,
- Work Experience,
- Job knowledge and technical know-how

E. Process

The university is committed to an equal opportunity policy at every selection stage. Hiring teams aim for a well-planned discrimination-free transparent and systematic hiring process.

- **Qualifications:** Defining qualifiable norms for types of faculty engaged
- **Eligibility:** Developing umbrella criteria for the types of faculty required
- **Selection Process:** Decision-making process for faculty selection
- **Roles and Responsibilities of faculty members:** Comprehending various roles and respective responsibilities for faculty members

F. Appointment

Appointments to the posts shall be made by the University on the recommendations of Selection Committees appointed for the purpose from time to time. There shall be Selection Committee for making recommendations to the Management for appointment to the posts of Professor, Associate Professor, Assistant Professor, Professor of Practice.

G. Selection Committee:

Every Selection Committee shall consist of the following persons:

- Vice-Chancellor who shall be the Chairperson of the Committee
- An academician not below the rank of Professor to be nominated by the Chancellor / Board of Management, wherever applicable.
- Two experts in the subject/field concerned to be nominated by the Vice-Chancellor/Board of Management, out of the panel of names for their special knowledge or interest in the subject
- Dean of the faculty, wherever applicable.
- Head/Chairperson of the Department/School, wherever applicable
- An academician belonging to the SC/ST/OBC/ Minority / Women / Differently-abled categories, if any of the candidates representing these categories is the applicant, to be nominated by the Vice-Chancellor if any of the above members of the selection committee does not belong to that category
- At least four members, including two outside subject experts, shall constitute the quorum

H. Qualification

The qualifications for the appointment to the posts in various cadres in the University shall be consistent with the scales and qualifications approved by UGC, AICTE and other regulatory bodies as applicable.

The qualification and eligibility for the post of Assistant Professor, Associate Professor, Professor and other Teaching positions will be as per the guidelines/ regulations of AICTE/UGC whichever is applicable from time to time for various programs in University. The direct recruitment to the posts of Assistant Professor, Associate Professor and Professor in the Universities and Senior Professor in the University, shall be on the basis of merit through an all- India advertisement, followed by selection by a duly-constituted Selection Committee as applicable.

I. Recruitment Process-Teaching

- Evaluation of all candidates fairly and thoroughly, on the standard parameters either through telephonic interview or virtual or face to face interview by Pro Vice Chancellor's office, Dean/HOD and HR. This process is to understand the strengths, visual presence, communication capability and general background of the faculty. A standard application form is filled in by the candidate.
- Candidates that have not cleared the first round or are on hold will be intimated.
- The candidates who have made it to the second round are informed via email or telephonically. Personal Interviews will be fixed as per the convenience of the interview panel members.
- The second round involves a more technical level evaluation via a face-to-face discussion on technical aspects to evaluate the calibre of the faculty on the subject knowledge and behavioural aspects is conducted. The dates and calendar invite to the panel involved is blocked respectively and the candidate is intimated about the same.
- Before face-to-face interviews, a candidate summary is shared and a CV/profile and an evaluation sheet is provided to the panel.
- The interview structure may involve a skill test, personal interview, and/or group discussion/questionnaire.
- The candidates will be directed to the venue for a test/interview.
- The panel discussion comprises of technical round and is followed by a demo class for students subsequently.
- The HR department will ensure that after the interview, a feedback summary for the candidate is prepared and the panel's recommendation is documented as per the standard template.
- Before the Offer stage, the candidate is called by HR for salary discussions and negotiations
- The HR will collect feedback from references as needed.
- Once the Offer is approved, an Offer letter is issued.
- Subsequently Appointment letter is issued.

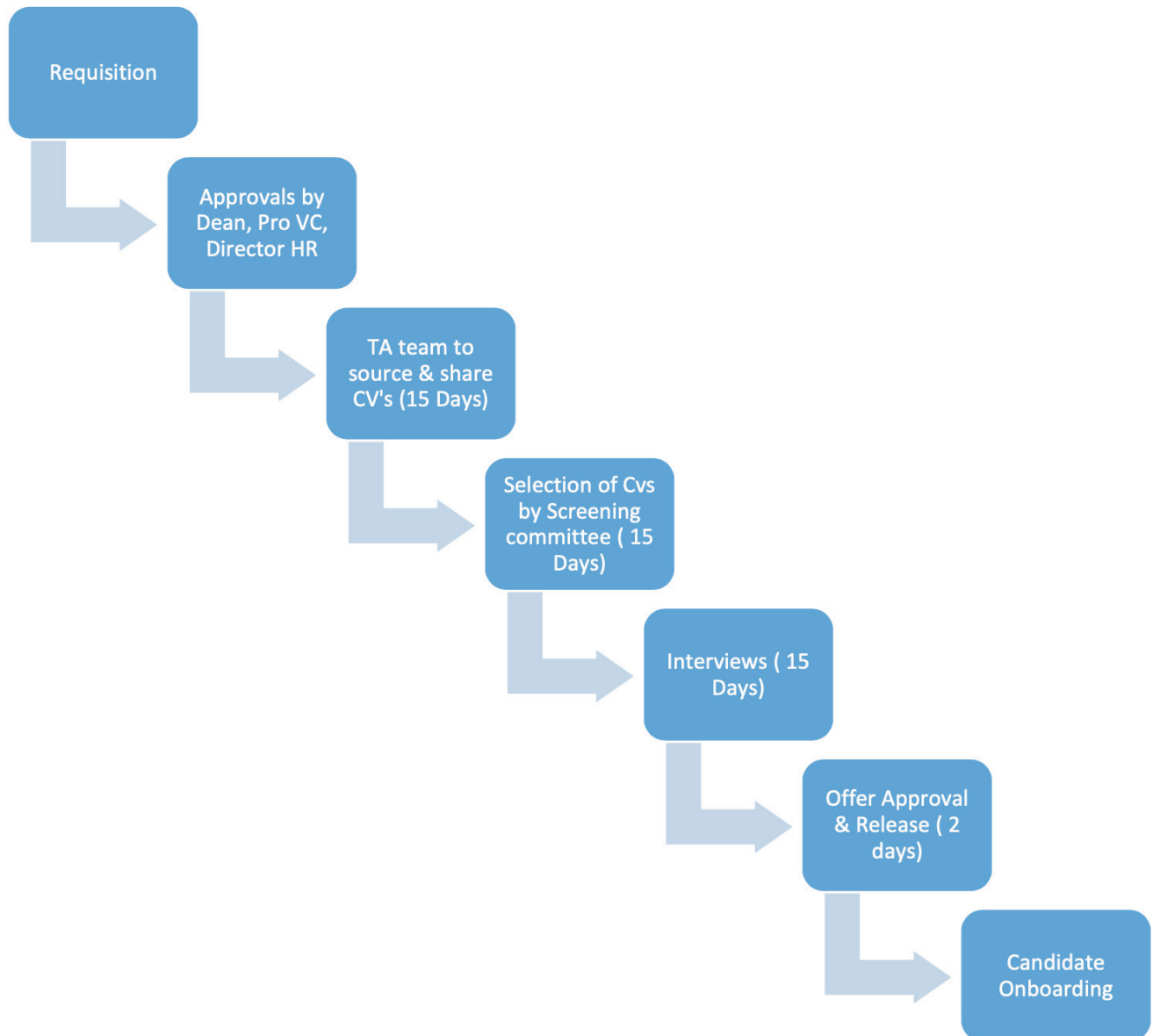


J. Recruitment Process–Non-Teaching

- Evaluation of all candidates fairly and thoroughly, on the standard parameters either through telephonic interview or virtual or face-to-face interview by HOD and HR. This process is to understand the strengths, visual presence, communication capability and general background of the faculty. A standard application form is filled in by the candidate.
- Candidates that have not cleared the first round or are on hold are intimated by the HR.
- The candidates who have made it to the second round are informed via email or telephonically. Personal Interviews will be fixed as per the convenience of the interview panel members.
- The second round involves a more technical level evaluation via a face-to-face discussion on technical aspects to evaluate the calibre of the faculty on the subject knowledge and behavioural aspects is conducted. The dates and calendar invite to the panel involved is blocked respectively and the candidate is intimated about the same.
- Prior to face-to-face interviews, a candidate summary is shared and CV/profile and an evaluation sheet is provided to the panel.
- The interview structure may involve skill test, personal interview, and/or group discussion/questionnaire.
- The candidates will be directed to the venue for test/interview.
- The interview process comprises of technical round and maybe followed by a Presentation
- HR department will ensure that after the interview, feedback summary for the candidate is prepared and panel's recommendation is documented as per the standard template.
- Prior to Offer stage, the candidate is called by HR for salary discussions and negotiations
- The HR will collect feedback from references as needed.
- Once the Offer is approved, offer letter is issued on email
- Subsequently Appointment letter is issued and the candidate join the Campus.



Hiring Process Flowchart with Timelines





Manpower Requisition Form (MRF)

1. Section to be Filled by Initiator

Date:

School [ISME, ISDI, UGDx]:

Department [Finance, Communication Design, Machine Learning]:

Initiator's Name:

| | |
|--|--|
| Position Title [e.g., Assistant Professor, Professor, Librarian, Resource Centre]: | |
| Position Category [Replacement/New Position]: | |
| Reason for Vacancy [e.g., Resignation, Promotion, New Role]: | |
| Employee Replacing (if applicable, add the name of the exiting employee): | |
| Number of Positions Required: | |
| Type of Employment [Full- time/Part-time Visiting]: | |
| Job Description [Brief job description]: | |
| Detailed Reason for Requirement [Expansion, New Course, etc.]: | |

| | |
|---|--|
| Qualifications Required (if different from UGC requirements): | |
| Proposed Start Date: | |
| Budgeted/ Not Budgeted Additional/ Other | |

Please ensure to include the current workload of each team member. Forms submitted without this information will not be accepted.

Approval Section

| Authority | Name | Signature | Date |
|----------------------------|------|-----------|------|
| HOD | | | |
| Dean | | | |
| Pro-Vice Chancellor | | | |

For HR Office Use Only:

| | |
|--|--|
| Form Received by (HR Representative Name): | |
| Form Number (To be added by HR): | |
| Date of Receipt: | |
| Reviewed by HR: | |
| Comments from HR: | |



Annexure-II Offer Letter-Format

Dear Dr. xxx,

With reference to your application, we are pleased to inform you that the Selection Committee has recommended your candidature for the post of **Designation**. We are pleased to offer you **an annual compensation of Rs. xxx (Rupees xxx) only**, subject to applicable taxes. The CTC break-up of the same is attached herewith for your reference and understanding.

Your appointment will be subject to the required Educational Qualifications and Experience as per the Statutory Body Guidelines issued from time to time.

You will be on probation for a period of one year and on completion of the one year of service, your performance will be reviewed as per University policy for confirmation of the appointment for a further period.

Your services will be governed by the University Rules, Administrative Decisions and Orders of the University issued from time to time.

Please consider this email as a formal intimation of the offer. The signed letter will be issued subsequently. Request you to keep details of the Offer and Terms of engagement strictly confidential. Kindly confirm your acceptance of the offer by Date.

We welcome you as a member of our team and look forward to you joining Atlas SkillTech University on or before Date of Joining.

Best Regards,

Team-HR

Atlas SkillTech University Mumbai

Attachments



(6) EQUAL EMPLOYMENT POLICY

The Institution's equal opportunity employer policy reflects its commitment to ensure equality and promote diversity in the workplace. This equal employment opportunity policy is the pillar of a healthy and productive workplace. All faculty & staff should feel supported and valued to work productively so the organization is invested in treating everyone with respect and consideration.

It is our policy to recruit the best qualified people and to maintain a pool of human resources according to the manpower requirement and planning of the organization. The organization provides equal opportunity for all qualified persons and does not discriminate against any faculty & staff or applicant for employment because of race, color, religion, sex, age, national origin, veteran status, disability, or any other protected status.

This policy applies to recruitment and placement, promotion, training, transfer, retention, rate of pay and all other details and conditions of employment. The policy is to transfer or promote well performing and capable faculty & staff to fill vacancies so that faculty & staff are provided with opportunities to widen their exposure and further their career development within the organization.

All other personnel actions including compensation, benefits, transfers, layoffs, recalls from lay-offs, training, education, tuition assistance and recreation programs will be administered without regard to race, color, religion, sex, age, national origin, disability, veteran status, or any other protected status, in accordance with appropriate law. All faculty & staff are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect. Please refer the detailed policy separately.

(7) JOINING FORMALITIES & ONBOARDING

1. Purpose

This policy governs the on boarding process and sets out roles and responsibilities to ensure all new faculty & staff feel welcome.

2. Scope

This policy is applicable to all Staff & Faculty members. It is also applicable to Adjunct Faculty and part time employees.

3. Pre - onboarding Policy

- The new joiners are required to respond positively to the official offer mail as a token of acceptance.
- HR is responsible to provide advance information regarding the joining formalities to the new joiner such as checklist of documents to be submitted, location of joining and the reporting manager.
- It is the HR responsibility to co-ordinate with IT and Admin department and do the arrangements for the smooth joining experience.
- The HR needs to update the functional manager and Campus head on the date of joining and other details of the new joiner.

4. Onboarding

On the day of joining, the employee is requested to fill the requisite forms as the part of the joining formalities. The check list as to what all documents are to be submitted while joining the organization will be provided to the employee by HR.

New joiners should submit the documents mentioned below along with original documents for verification

- i. Birth Proof
- ii. Address Proof
- iii. Education Documents
- iv. Appointment letter of previous organization
- v. Relieving letter of previous organization
- vi. Last 3 months Salary Slips
- vii. Bank Account Details- preferably a cancelled Cheque
- viii. Photographs (3 passport size)

- New joiners will have to fill various joining forms like EPF and Pension form, joining form etc.)

New joiners will be allocated with the work place and will be given IT assets.

The HR department along with the respective Deans/ HODs will facilitate smooth execution of Induction Process.

a) For efficient discharge from duties

The continuance of appointment is subject to the employee being found and remaining medically (physically and mentally) fit. The management reserves the right to have any employee medically examined at any time during the course of employment through a medical practitioner nominated by it to test the employee's physical or mental fitness necessary for the efficient discharge of the duties of his post; and a report of medical examination will be submitted to the management, whose decision in this regard will be final and binding. In case the employee is found medically unfit to perform the assigned job satisfactorily, he/she will lose lien on the job. In case an employee is found suffering from an infectious disease or protracted illness and/or remains habitually irregular in attendance, the management shall have the right to terminate his/her services without notice.

b) Incapacitation

In case an employee is incapacitated by reason of illness, accident or any other cause and cannot perform his/her duties, the management may, at its sole discretion, grant leave for a reasonable period on full pay, or half pay or without pay, or terminate his/her services.

c) Date of Birth

Every employee will indicate his/her exact date of birth at the time of entering service of the organization. The age mentioned in the Higher secondary Certificate/School Leaving Certificate will be the conclusive proof of the date of birth. Where the date of birth is not available but the year of birth is only established, 1st July of the said year shall be taken as the date of birth. After the declaration of age and acceptance of the same by the organization, it shall be legally binding on the employee and no revision of age shall be allowed to be made, at a later date for any reason or purpose whatsoever.

d) Residential Address

Every employee is required to indicate his/her residential address at the time of entry and thereafter promptly communicate any change in the said residential address. Accordingly, for service of any notice or communication, he/she will be informed by ordinary post or through Courier at the latest residential address available in the service record. No employee will refuse to accept personal delivery of any communication addressed to him/her by the Organization.

e) Verification of employee particulars

An employee is offered appointment on the belief that the particulars furnished in his/her application/personal data form and otherwise are factually correct and nothing material has been concealed. In case it is subsequently found that material information furnished therein is false, or that some relevant facts have been concealed, suppressed or withheld, the appointment may be considered null and void ab initio. In that eventuality, the management may terminate the employee's service, forthwith without any notice and may recover the payment made towards his/her remuneration during employment.

f) Terms & conditions of the service

Every employee of the organization shall be bound by the Statutes, Ordinances and service regulations for the time being in force in the organization.

5. Induction Process

Every newly inducted employee has to undergo a formal orientation session as soon as possible. Orientation sessions provide necessary information concerning the history, facilities and major policies of the Institute, staff responsibilities, faculty and staff benefits, and educational opportunities etc. Head of the Department are responsible for providing each new faculty / staff member with the necessary on job orientation. Establishment section makes the newly joined staff aware of all the working procedures and leave rules, etc.

a) On the day of Joining

- Welcome Meeting with HR Introduction to the Organization
- Brief on the Faculty & staff Policy through the various portals used at the university
- On boarding Formalities & Document Verification Biometric Updation & Issuing of Temporary ID card
- Allocation of the workplace Assigning official Email ID
- Meeting with Dean/ HOD
- Introduction with the team Discussion of the KRA and outcomes expected
- Discussion on the reporting timings
- Allocation of IT Assets Desktop/Laptop as required Mobile Handset + Charger (if required)
- SIM card (if required)

b) In the 1st week of Joining

- Account for attendance portal
- Login details Employee portal / HR App Account Login details
- Institutional whatsapp group

c) In the 1st month of Joining

- Receipt Appointment letter
- Visiting card requests (if required)

d) On 12 months of joining, details of policy explained subsequently

- Review in terms of performance, feedback from manager, attendance, leave etc.
- Seek approval for confirmation of faculty & staff based on the above
- Send confirmation letter to faculty & staff
- Email of Confirmation Letter handed over



ANNEXURES

STRICTLY PRIVATE AND CONFIDENTIAL **ANNEXURE – I [Format Appointment Letter]**

(Date)

Name:

Employee Code: Mumbai

Sub: Appointment Letter

Dear Dr./ Mr./ Ms. ,

I am very pleased to appoint you at **ATLAS SKILLTECH UNIVERSITY** at Mumbai as “**Designation**” on the following terms and conditions:

1. DUTIES AND SCOPE OF AGREEMENT.

a. Position. The University offers you the position of ‘Designation’. Your obligations and responsibilities may be changed by the University at any time during your employment.

b. Commencement Date. The commencement date of your employment with the University is effective ----- (the “**Start Date**”).

Compensation. The University shall pay you a compensation of **Rs.xxxxxxxx/- (Rupees in words only)** per annum (“CTC”) which shall be payable in accordance with the University’s policy. The detailed structure of compensation is set out in Annexure I of this Agreement. The University may review your compensation as per the regular performance appraisal cycle and policy of the University.

2. NORMAL HOURS OF WORK.

a) You will be governed by the working days, timings and the hours of work as per the University’s policy.

b) You may be required to workout side your normal working hours to meet the needs of the University and your own objectives. From time to time, this may involve working on weekly- offs and public holidays.

3. PROBATION / CONFIRMATION.

a) You will be initially on probation for a period of **one (1) year**, which may be extended depending upon your performance. On completion of the initial probation period, if your performance is to the satisfaction of the University as per the evaluation process, your status of

b) confirmed employment will be intimated to you. In the event of unsatisfactory performance at any time during the probation, the University may terminate your employment with a 15 days' notice period.

4. PUBLIC HOLIDAYS

a) The total number of national holidays and festivals observed in a calendar year will be according to the University's list of holidays which will be announced at the start of the calendar year.

5. LEAVE.

a) You will be entitled to leave in accordance with the University's Leave Policy. Grant of leave will be regulated as per rules of the University in force from time to time.

6. WORKLOAD.

a) You must meet the approved workload requirements of the University as per your cadre. The workload of the teachers in full employment shall be not less than 40 hours a week. It should be necessary for the Faculty to be available for at least 8.5 hours (including the lunch time) daily in the University.

7. TERM & TERMINATION.

d. This Agreement shall be effective from the Start Date to the last date of your employment.

e. You shall be entitled to terminate the Agreement through resignation at any time, with or without reason, by giving three months' written notice. The University shall be entitled to terminate the Agreement at any time, with or without reason, by giving three months' written notice.

f. In case of resignation, you will be required to serve a notice period of 3 months from the date of acceptance of the resignation, extendable to the end of the academic term (semester/ trimester). In no case will an employee be allowed to leave without fulfilling the entire workload assigned to him/ her for the academic term (semester/ trimester).

g. Notwithstanding anything to the contrary in this Agreement, the University may, at its sole discretion, terminate your employment with the University and/or this Agreement in certain exceptional circumstances as determined so by the University, without providing any reason and without any pay in lieu of notice with immediate effect. Such circumstances include but are not limited to:

l. You are found guilty of misconduct of any offense involving moral turpitude, integrity, insubordination, theft, fraud, sexual harassment, intoxication, or fail to observe the University's Code of Conduct or any other policies of the University.

- ii. You are absent from work for a continuous period of seven (7) days (including overstay of sanctioned leave/ training) without prior intimation and written approval. You will then be deemed to have abandoned employment voluntarily.
- iii. Your job performance is unsatisfactory.
- iv. You are found in breach of the University's Confidentiality Agreement.
- v. You are found in violation of the University's Standard of Conduct and Ethics.

8. RETIREMENT AGE.

a) Your retirement from the University will be on completion of 62 years of age. It can be extended to 65 years of age at the discretion of the University provided that the University shall be satisfied with your mental/ physical fitness for the efficient performance of your duties. Any further extension of employment beyond 65 years would be purely at the discretion of the University.

9. TRANSFER.

a) Your employment with the University shall be transferable and the University reserves the right to depute/transfer your services to any other location or entity within India or abroad.

10. STATUTORY DEDUCTIONS.

a) Taxes and other deductions such as Income tax, Professional Tax, and any other statutory payments would be factored into your account, based on the information provided by you on tax planning and investment plans for a given financial year; along with proof of the investments in the form and manner acceptable to the Income Tax authorities at the respective timelines communicated by the University. In the absence of the same, the University reserves the right to make the appropriate tax deductions in the available time frame in the ongoing financial year.

11. EXPECTATION FROM FACULTY:

Faculty are required to perform as per the Performance Based Appraisal System of the University in place from time to time. Faculty activities will include but not be limited to the following areas:

- Teaching, Learning & Evaluation
 - Research, Publication & Academic Contribution
 - Co-curricular, Extra-curricular & Professional Development
 - Administrative & Institution Building including Admissions & Enrolments
 - Improving Student Centricity and enhancing Student Experience
- The specific expectations from you, if any, will be shared separately as annexure.

12. GENERAL GUIDELINES.

g) In order that the University maintains a positive work environment for all employees, you are required not to engage in or permit any fellow colleague to engage in any sexual, racial or other harassment of or unlawful discrimination against any person (whether or not a University employee) in the course of your or their employment by the University.

h) You may not without prior consent of the University accept any gift and/or favor of whatever kind from any student, faculty, customer, client or supplier of the University or any prospective student, faculty, customer, client or supplier of the University.

i) The University would be from time to time taking photos/ videos of faculty & staff. In this regard, you consent that the images may be used for internal/ external communication including but not limited to marketing material, brochures, website, social media etc. during your employment and after termination of this agreement.

j) You must devote the whole of your time, attention and abilities during your hours of work for the University to your duties for the University. You may not, under any circumstances, undertake any other duties, of whatever kind, during your hours of work for the University.

k) During the period of your employment with the University, you may not without the prior consent of the University engage in any other direct/indirect business, consultancy, work, employment or assignment – honorary or remuneratory – except with the prior written approval of the President.

l) You hereby consent to abide by the Research and IP policy and guidelines of the University with regards to Research and Intellectual Property Rights.

m) All terms and conditions of employment shall be governed by the Manual of Human Resource Administration, Policies and Procedures of the University as presently applicable and as may be amended from time to time. The Manual of Human Resource Administration, Policies and Procedures will be treated as a final authority in case of a dispute or conflict.

n) You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the University or engage in unlawful/immoral activities.

o) You shall follow all directions, instructions, guidelines and policies of the University issued from time to time in discharge of your duties.

13. NO CONFLICTING OBLIGATIONS.

a) You represent and warrant to the University that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Agreement. You represent and warrant that you are free to enter into this Agreement and accept employment from the University under the terms of this Agreement.

If you have any obligations or commitments, you shall disclose fully all of your business interests to the University whether or not they are similar to or in conflict with the business or activities of the University, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the University and you or any of your immediate relatives. Also, you agree not to create or enter into such business interests during the course of your employment.

14. DATA PROTECTION.

a) The University will collect and process personal information, as defined under applicable data protection laws, relating to the Employee, as may be submitted by the Employee from time to time for the purpose of its employment.

b) In connection, with personal data received by you during your employment with the University, you shall (a) process such data only for the purposes as may be required by the University and as per the University's policies; (b) take such appropriate security measures against unauthorized and unlawful processing of, accidental loss of, destruction of or damage to personal data as may be required, you undertake to comply with the relevant applicable data protection policies of the University and keep personal data secure and only use such data in accordance with such applicable data protection policies.

15. NON SOLICITATION.

a) During the period commencing of on the date of this Agreement and for a period of two years from the date of termination you shall not directly or indirectly, solicit, induce, or attempt to solicit or induce (on your own behalf or on behalf of any other person or entity) either (i) any employee, student or any consultant of the University or any of the University's affiliates or (ii) the business of any customer and/or vendor of the University with whom you became acquainted during the term of

b) this Agreement. Further, during your employment and at any time following the termination of the employment for any reason, whether with or without cause, you shall not use Confidential information of the University to negatively influence any of the University's students, faculty or stakeholders against the University.

Sections 7, 12, 13, 14 of this Agreement shall survive termination.

16. CONSENT TO INJUNCTIVE RELIEF.

a) You acknowledge that the University will suffer irreparable damage in the event you violate any provision contained in this Agreement and agrees that in the event of such violation the University shall be entitled, in addition to its other remedies, to temporary and permanent injunctive relief to restrain such violation(s) (such as leaking intellectual property/ any and all information that relates to the day to day business and running of the University) by you and others acting in concert with or participation with you.

17. INDEMNIFICATION.

a) You agree to pay all direct/ indirect damages, and indemnify, defend and hold harmless the University, its officers, directors, employees, agents and shareholders (other than yourself), from and against any and all claims, actions, proceedings, liabilities or losses including, without limitation, reasonable lawyers' fees, arising from or based on: (i) the Employee's negligence or intentional misconduct; (ii) the infringement of the intellectual property rights of a third party by Employee; (iii) the breach by the Employee of any of his/ her obligations under this Agreement, University policies or any other agreement with the University.

18. CONFIDENTIALITY.

a) You will not give out to anyone any of the administrative and/ or organizational matters of confidential / secret nature which may be your personal privilege to know by virtue of your job. All books, records and articles belonging to the University shall remain in the office premises and you will ensure that these are safely kept and maintained at the proper place.

b) You must not disclose any trade secrets or other information of a confidential nature relating to the University or any of its associated companies or businesses or in respect of which the University owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.

c) You must not remove any documents, or tangible items which belong to the University or which contain any confidential information from the University's premises at any time without the permission of the management.

d) You must return to the University upon request and, in any event, upon the termination of your employment, all documents and tangible items which belong to the University or which contain or refer to any confidential information and which are in your possession or under your control.

e) All materials produced by the University or any of its staff for use in the University as any part what-so-ever of a course, is deemed to be confidential and of commercial importance, and may not be reproduced or used in a manner which can in any way be considered competitive or detrimental to the University, including but not limited to, use by another University, use by an individual in private teaching or consulting, distribution for free or otherwise to individuals, companies, Universities or organizations.

f) You will execute a "Confidentiality Agreement" in the form provided by the University as part of your joining formalities.



19. MISCELLANEOUS PROVISIONS.

The following provisions shall apply to this Agreement and the Confidentiality Agreement (attached as Annexure II):

a) Choice of Law & Jurisdiction. This Agreement shall be interpreted in accordance with the laws of India without giving effect to provisions governing the choice of law. Courts in Mumbai shall have exclusive jurisdiction.

b) Notice. Any notice shall be deemed to have been sufficiently given if in writing and delivered by registered A. D. (confirmation of dispatch required) or by overnight courier service (delivery confirmation and signature required) (i) to the University, at the registered address, and (ii) to you, at the address provided by you. It shall be your duty to inform the University of any change to its address, failing which, a notice delivered to the address mentioned in this Agreement shall be deemed to have been sufficiently given. Notwithstanding anything contained in this Agreement, if either party refuses delivery of a notice, the notice will be considered to have been delivered on the date it was sent by the one party to the other.

c) Modifications and Waivers. No provision of this Agreement shall be modified, waived or discharged unless it is agreed to in writing and signed by you and by the University. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

d) Whole Agreement. No other agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement, have been made or entered into by either party with respect to the subject matter hereof. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

e) With holding Taxes. All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

f) Severability. If one or more provisions of this Agreement are held to be unenforceable under Indian law, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.

g) No Assignment. This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The University may assign its rights under this Agreement to any entity that assumes the University's obligations hereunder.

h) Acknowledgement of Receipt. By signing below, you acknowledge receiving and accepting a copy of this Agreement and all its terms.

i) No Coercion or Duress. You acknowledge that you have had the opportunity to consult legal counsel and financial advisors in regard to this Agreement, that you have read and fully understand this Agreement, including without limitation the full nature and extent of the restrictive covenants contained in the Agreement, that you are fully aware of its legal effect, and that you are entering into this Agreement voluntarily and of your own free will in order to obtain the benefits of this Agreement.

j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. We are all delighted to extend you this offer and look forward to working with you. To indicate your acceptance of the University's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement.

Yours Sincerely,

For ATLAS SKILLTECH UNIVERSITY

Dr. Indu Shahani
President & Chancellor

Please sign and return a copy of this communication in acknowledgement of receipt and acceptance.
Acknowledgment of Acceptance

I acknowledge that I have read and understood each and every term and condition set out in the enclosed Appointment Letter & Employment Agreement and hereby agree, accept and undertake to abide by all the aforesaid terms and conditions.

Accepted by:

Date:

Name:

Signature:

ANNEXURE I-a CONFIDENTIALITY AGREEMENT

Employment Agreement Dated

Effective Date:

As a condition of my becoming retained (or my employment relationship being continued) by ATLAS SKILLTECH UNIVERSITY (the “University”), and in consideration of my employment relationship with the University and my receipt of the compensation now and hereafter paid to me by the University, I agree to the following:

1. Relationship. This agreement will apply to my current employment or any future relationship with the University. Any such relationship between the University and me, whether commenced prior to, upon or after the date of this agreement, is referred to herein as the “Relationship.”

2. Term. The provisions of this agreement shall continue during and after the term of the Relationship for a period of 3 (Three) years from the date of termination of this Agreement.

1. Confidential Information.

a) Confidential Information. I understand that “Confidential Information” means information and physical material not generally known or available outside the University and information and physical material entrusted to the University and/or parent company and/ or group companies and/or subsidiaries, in confidence by third parties. Confidential Information includes, without limitation: (i) University Inventions (as defined below); (ii) curriculum, technical data, trade secrets, trademarks, know-how, research, product or service ideas or plans, software codes and designs, paper designs, computer aided designs (CAD), developments, inventions, patents, laboratory notebooks, study materials, processes, formulas, techniques, materials, engineering designs and drawings, hardware configuration information, lists of, or information relating to, students, employees, consultants, suppliers and customers (including, but not limited to, the business of any customer and/or vendor of the University and/or any of the University’s affiliates with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the University either directly or indirectly, whether in writing, electronically, orally, or by observation.

b) Protection of Confidential Information. I agree, to hold in strictest confidence, and not to use, except for the benefit of the University to the extent necessary to perform my obligations to the University under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the University in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours. I further agree not to make copies of such Confidential Information except as authorized by the University. I agree not to use, directly or indirectly, any University Invention or University's Confidential Information for any purpose whatsoever, post termination of the Agreement and agree to return any and all Confidential Information in my possession, directly or indirectly, as provided in Section 5 below.

c) Other Rights. This agreement is intended to supplement, and not to supersede, any rights the University may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

2. Ownership of Inventions.

a. Inventions. I understand that "Inventions" includes discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, educational course content, curriculum, research, case studies, tutorials, teaching aids and material, tests, assignments, study material, syllabus, , text, graphics, pictures, video, information, applications, software, music, sound and other files whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon.

b. I understand that "University Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice in the course of, and in connection with the Relationship.

c. I understand that "Other Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice, using the University resources, but neither in the course of the Relationship, nor in connection with the Relationship.

d. I understand that any Invention authored, discovered, developed, conceived, or reduced to practice by me without use of the University Resources, which is neither in the course of, nor in connection with the Relationship, shall be owned by me, subject to the other terms of this Agreement.

e. Inventions Retained and Licensed. I hereby represent that there are no Inventions that, as of the Effective Date, belong solely to me or belong to me jointly with others, and that relate in any way to any of the University's products, research and development or has used any of the University resources, and which are not assigned to the University hereunder; and if there is any such Invention, I, hereby shall disclose the same to the University in writing before the Execution Date.

f. Use or Incorporation of Inventions. If in the course of the Relationship, I use or incorporate into a product, process or machine any Invention (not covered by Section 4(g) and Section 4(h) of this Agreement in which I have an interest, I will promptly so inform the University. Whether or not I give such notice, I hereby irrevocably grant to the University a non-exclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sub-license, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind, unless otherwise agreed in writing by the University.

g. Assignment of University Inventions. I agree that I will promptly make full written disclosure to the University, will hold in trust for the sole right and benefit of the University, and hereby assign to the University, or its designee, irrevocably, absolutely and perpetually all right, title and interest throughout the world in and to any and all University Inventions in consideration for the Relationship. I hereby waive and irrevocably quit claim to the University or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all University Inventions. The rights granted to the University in relation to the University Inventions shall not be deemed to have lapsed if the University does not exercise the rights for any period, whether under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law.

h. Other Inventions. I agree that I will promptly make full written disclosure to the University of all Other Inventions as soon as such Other Invention is conceived. I hereby acknowledge that all Other Inventions are automatically deemed to be owned jointly by the University and me, from the date of coming into existence. If such deemed joint ownership is not permissible under any law in force, I hereby assign to the University, or its designee, irrevocably, absolutely and perpetually part ownership of all right, title and interest throughout the world in and to any and all Other Inventions, such that the University and I own such Other Inventions jointly as equal owners, in consideration for use of the University resources. The rights granted to the University in relation to the Other Inventions shall not be deemed to have lapsed if the University does not exercise the rights for any period, whether under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law. I hereby waive and irrevocably quit claim to the University or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Other Inventions.

i. Maintenance of Records. I agree to keep and maintain adequate and current written records, including other Confidential Information pertaining to all University Inventions made by me (solely or jointly with others) during the term of the Relationship, within the premises of the University or such other place as may be expressly designated by the Officers of the University.

j. Protection of Rights in University Inventions. I agree to assist the University, or its designee, at its expense, in every proper way to secure the University's, or its designee's, rights in the University Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the University or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation, and all other instruments which the University or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the University or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such University

k. Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the University and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, mask work and other registrations related to such University Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

l. Applications for Other Inventions: I hereby agree and confirm that, if the Other Inventions, or any part thereof, can be patented, the University and I shall file an application for patent in each relevant territory of the world jointly, so as to classify both University and me as joint owners of such Other Invention. Further, any other intellectual property rights in the Other Inventions (other than patents) shall also be jointly owned/ applied for registration by the University and me. The University and I shall share the cost of such filing and prosecution in relation to such joint filing equally or in the proportion agreed between the University and me in writing.

m. Release of all copyright rights. During the term of my employment, if I am a subject in any recording or being recorded by the University or a speaker in any University event, then I acknowledge that the University may choose to capture footage and that my name, likeness, image, voice, appearance and/or performance will be recorded and made part of the recording in which I appear ("Product"). I hereby grant the University and its designees the right to use the Product in any format, now known or later developed. I further grant, without limitation, the right to edit, mix or duplicate and use or re-use Product in whole or in parts as the University may elect. The University or its designees shall have complete ownership of the Product, including copyright interests in perpetuity. I hereby grant the University and its designees the right to broadcast, exhibit, market and otherwise distribute the Product, in whole or in parts, and alone or with other products, for any purpose University or its designees determine. This grant includes the right to use Product for promoting or publicizing. The rights granted and ownership transferred under this Clause to the University shall be perpetual in nature, and shall not be deemed to have lapsed if the University does not exercise the rights for any period, whether under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law. This clause shall survive any kind of termination or expiry of the agreement.

n. Inventions pertaining to third party sponsors of the University. I acknowledge that the allocation of rights in Inventions which have been authored, discovered, developed, conceived, or reduced to practice in relation to a work sponsored by government, industry, or other external organizations may be governed by the terms of a written agreement between the University and the sponsor. I hereby agree to abide by such terms and agree to abide by all directions of the University which the University deems necessary in relation to such agreement. I hereby waive and irrevocably quit claim to the University or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all such Inventions covered under this sub-section.

o. Conflict with third party obligations. I agree that it is my obligation to ensure that my activities and agreements with third parties are not in conflict with the provisions of this Agreement or other commitments involving the University. I hereby undertake to inform third parties with whom I make agreements of my obligations to the University.

p. Publications. I agree that the University may widely and openly publish Inventions and research results, unless such Invention requires to be confidential due to its nature or in order to secure rights in relation to such Invention.

q. Disputes regarding ownership of Inventions. In case of any dispute with regard to the ownership of the Inventions, I agree that the burden of demonstrating that any Invention was authored, discovered, developed, conceived, or reduced to practice by me without use of the University resources, and neither in the course of, nor in connection with the Relationship, would lie on me.

2. Returning University Property. I acknowledge and agree that all my official activities, including telecommunications and documents, may be inspected by the University at all times. I agree that, at the time of termination of the Relationship, I will deliver to the University (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, research, data, notes, curriculum, reports, proposals, trade information, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the University, its successors or assigns.

3. Termination Certification. In the event of the termination of the Relationship, I agree to sign and deliver a termination certificate and no-claims letter in a format acceptable to the University; however, my failure to sign and deliver such certificate shall in no way diminish my continuing obligations under the Agreement.

4. Notice to Third Parties. I understand and agree that the University may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under the Agreement.

5. Representations and Covenants.

(a) **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this agreement, upon the University's written request to do so.

(b) **No Conflicts.** I represent that my performance of all the terms of this agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the University and/or induce the University to use and/or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I represent and warrant to the University that I have returned all property and confidential information belonging to any prior employer or person/entity to which I have provided any services. I agree not to enter into any written or oral agreement that conflicts with the provisions of this agreement.

I represent that I do not presently perform or intend to perform, during the term of the agreement, employment or other services for, and I am not presently employed by and have no intention of being employed by, companies whose businesses or proposed businesses in any way involve products or services that would be competitive with the University's products or services, or those products or services proposed or in development by the University during the term of the Agreement and if there are any such companies, I shall ensure to disclose the same to the HR in writing before the Start Date. If, however, I decide to do so, I agree that, in advance of accepting such employment or agreeing to perform such services, I will promptly notify the University in writing, specifying the organization to which I propose to render services, and provide information sufficient to allow the University to determine if such work would conflict with the interests of the University.

6. Remedies. I acknowledge and agree that violation of this agreement by me may cause the University irreparable harm, and therefore agree that the University will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions in addition to and without prejudice to any other rights or remedies that the University may have for a breach of this agreement. I acknowledge and agree that the University's right to seek remedies against me, will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the University, its successors, and its assigns.

This agreement shall be deemed to be an integral part of the Agreement, and the miscellaneous provisions in Section 17 thereof shall be deemed to be applicable hereto, mutatis mutandis.

The parties have executed this agreement on the respective dates set forth below, to be effective as of the Effective Date.

FOR ATLAS SKILLTECH UNIVERSITY

Agreed & accepted

Dr. Indu Shahani
President & Chancellor



(8) DRESS CODE

1. Purpose

It is important that the dress code confirms our professionalism for our peers, students, parents, industry partners and other stakeholders.

2. Scope

This policy is applicable to all Staff & Faculty members. It is also applicable to Adjunct Faculty, part time employees and interns.

3. Features of the Policy

It is imperative that there should be a dress code for Students in order to instill in them a corporate and professional culture. But prior to that it is also considered, a dress code for faculty and officers would set an example for the Students to emulate and help in effective implementation. Therefore, it is required that all faculty members and Officers meticulously follow the state Dress Code as per policy.

Male Members:

Suit/combination or coats/blazers with sober shirt, sober trousers and tie, formal shoe and socks. Jackets must be kept handy and worn additionally in case of any meetings/ events.

Female Members:

Sarees/Churidaar/Salwar Suit or formal western dress like sober shirt with sober trousers. Jackets must be kept handy and worn additionally in case of any meetings/ events.

Personal Hygiene:

Maintaining well-kept hair, good personal hygiene, and general neat grooming is expected. Make-up, colognes and perfumes should not be used in excess.

Accessories:

Jewellery and watches must be kept as simple and classic. Also, shoes, belts, bags and socks in complementing colors are necessary for completing a professional look. Wearing of caps/ hats at work is avoidable.

Shoes:

Footwear must be a professional looking, clean and of a style which will not lead to discomfort and hinder the performance or safety.

Hair:

Hair must be kept clean, neat and combed. Mustaches and beards are accepted only if they are neat, clean and properly trimmed.

Business Casual

Staff and faculty, across all teams, may opt for a dress code of Business Casuals on Fridays, Weekends and Public Holidays. In case of pre-planned events/ meetings/ classes/ lectures, the dress code is strictly Business Formals.

All dressing should be professional, neat, clean, ironed and modest in style. Any clothing that has words, terms, or pictures that may be offensive to other faculty & staff is unacceptable.

Inappropriate Dressing

Shirts: Avoid round neck/ v neck t-shirts, sweatshirts, tank tops, spaghetti straps, sheer tops, halter tops, shirts with large lettering, prints or logos, any tops with bare shoulders.
Pants: Avoid Shorts, printed/ distressed/ faded/torn jeans, track pants and capris.
Footwear: Athletic shoes, sneakers, floaters, flip flops and slippers are considered unacceptable.

Identity Card

As part of university regulations, it is compulsory for everyone on campus to possess and wear their ID card at all times for identification and verification purposes



(9) LEAVE & ATTENDANCE POLICY

ACADEMIC TEAM

ATTENDANCE POLICY

This policy outlines the guidelines for the working hours, attendance and teaching commitment to ensure clarity and adherence among our valued members. It is applicable to all Full-Time Faculty members at the University. Adjunct Faculty and Part-Time Faculty members shall align with the provisions of this policy in conjunction with their respective terms of engagement.

All members who work for minimum 5 days a week is considered as a Full Time member.

HOLIDAYS

The Annual Holiday list is revised by Human Resource team at the end of the previous calendar year and published on the ATLAS HR App. Unforeseen Holidays would be notified to the faculty member from time to time.

WORK HOURS

The standard full-time working hours for faculty are defined as 42.5 working hours (including the 30 minutes of lunch break everyday) per week from Monday to Friday, non completion of the defined hours every week will lead to deduction of one leave for each instance. The University working hours are from 7.00 am to 7.30 pm. Within the timeframe of the working hours, faculty need to spend a minimum of 7 hours per day in the office, depending on the teaching commitments and subject to completion of weekly working hours. A faculty is expected to be present as per schedule applicable to him/her or as notified from time to time.

In order to ensure efficient operations, every first Saturday of the month is designated as a regular working day for all our Full-time, Adjunct and Part-time Faculty members.

Office bearers, including Deans, Directors, Associate Directors, HODs and Faculty, may be required to extend their working hours on certain Saturdays or on rotational Saturdays, as well as on Sundays and Public Holidays as determined by the University to meet the needs of our operations and organizational demands. This flexibility is essential to address work exigencies and ensure the smooth functioning of the institution.

TEACHING DAYS

The University is required to maintain a minimum of 180 teaching days in a calendar year.

TEACHING COMMITMENT

The direct teaching commitment in hours* shall be as follows:

| | |
|----------------------------|-----------------|
| Assistant Professor | 18 hours |
| Associate Professor | 16 hours |
| Professor | 14 hours |

*Professors actively engaged in approved Administrative and Institution Building activities may be granted a relaxation of two hours in their teaching commitments.

Teaching Ratio for Practical and Theory Sessions: In determining workload, Practical & Theory teaching hours will be considered in the ratio of 2:1.

ATTENDANCE

Every faculty must use the Biometric / RFID system every day while reporting to work and also while going out of office. The first scan / swipe for the day will be considered as in-time and the last scan / swipe for the day will be considered as out-time. Non maintenance of office timings may lead to appropriate action by the management.

Faculty members are required to promptly report any unavoidable delays or absences to the office. Up to 2 instances of irregularities related to minimum stipulated number of working hours (in a day) are permitted **during a pay cycle**. Beyond this, there will be a deduction of Leave. (in multiples of 3). Additionally, up to 1 instance of irregularity related to swipe-in or swipe-out will be considered **during a pay cycle**, beyond which there will be a deduction of one leave for each case.

The Attendance Cycle is defined from the 21st of the previous month to the 20th of the current month. While the Pay Cycle is defined from the 1st day of the current month to the last day of the same month.

Loss of Pay Deductions with respect to leave and attendance if any will be done Quarterly (i.e in the Month of March, June ,September and December) accordingly system will be open for the respective period.

LEAVE POLICY

This policy supports ATLAS faculty to meet their personal, family and health needs by providing rules and guidelines for availing leave* thereby being fully ready & motivated to address organizational imperatives with creativity & energy and succeed in their professional pursuit of achieving full potential.

This policy applies to all full-time faculty members** at the University. Faculty members on probation are eligible for Casual Leave, Duty Leave, On Duty Leave and Compassionate Leave. Please note that this Leave Policy does not extend to part-time or adjunct faculty members***.

The leave calendar is effective from 1st of July to the 30th of June of each academic year.

It is mandatory for all full-time faculty members and part-time / adjunct faculty holding senior key roles to attend work on the first Saturday of every month. This requirement is crucial to maintain operational efficiency and ensuring the fulfillment of key responsibilities within the University.

[* Leave refers to the authorization granted by the appropriate authority allowing faculty members to be absent from their duties within the academic year (1st July to 30th June).

**Full-time faculty members are those who work for five-day a week, from Monday to Friday.

***Part-time or adjunct faculty members are individuals who work for less than five days in a week.]

GENERAL GUIDELINES

- Leave request is subject to application, review and approval.
- Except for Sick Leave all leave requests must applied through the system at least two weeks in advance.
- Leave can only be taken after approval from the competent authority. The competent authority reserves the right to:
 - Decline, postpone, revoke or reduce any type of leave.
 - Recall any staff member from leave before its completion.
 - Permit a Faculty member (upon request) to return to duty before the expiry of the leave period.
- Faculty members are not allowed to undertake any employment, paid or unpaid, during their leave period.
- It is mandatory for every Faculty member to provide their leave contact details, including a mobile number, to the leave sanctioning authority before proceeding on leave.
- If a Faculty member on leave requests an extension, they must submit an application with reasons to the competent authority well in advance. This allows the office to process the request and communicate the decision before the current leave expires.

- Overstaying leave will be treated as unauthorized absence ("break in service"). However, before taking action, the competent authority shall provide the Faculty member an opportunity to explain the circumstances. Once sanctioned, the leave cannot be converted into another form of leave.
- Except for Casual Leave, no other leave can be availed as half-day leave. To apply for half-day casual leave, the attendance report must specify the IN and OUT times. Leave in any category cannot be carried forward or encashed.
- Except for Casual Leave, no other leave will typically be granted during the Notice Period.
- The first Saturday of every month is a mandatory working day. Absence on this day will be adjusted from the leave balance.
- Faculty members are not permitted to take any type of leave during significant University events, including but not limited to Graduation Day, Founder's Day, International Faculty Week, Orientation/Induction day, Faculty Development Programs (FDPs), Jury sessions etc.
- Back-dated leave applications will not be accepted via the system.
- Up to 2 instances of irregularities related to the minimum stipulated number of working hours (in a day) are permitted during a pay cycle. Beyond this, there will be a deduction of Leave.(in multiples of 3).
- Up to 1 instance of irregularity related to swipe-in or swipe-out will be considered during a pay cycle, beyond which there will be a deduction of one leave for each case.

APPROVING AUTHORITIES

The authority responsible for sanctioning leaves holds the discretion to grant or deny leave requests, considering the operational requirements of the University.

- Authority Matrix:

| | |
|----------------|---|
| Level 1 | Dean/Head of School & Registrar |
| Level 2 | Pro Vice Chancellor and Director - Human Resources |

TYPES OF LEAVES

Faculty are entitled to the following type of leaves:

| | | | |
|-------------------------|-----------------------------|----------------------------|------------------------|
| Casual Leave | Sick Leave | Special Leave | Maternity Leave |
| Paternity Leave | Child adoption Leave | Compassionate Leave | Faculty Leave |
| Sabbatical Leave | On Duty Leave | Duty Leave | |

Casual Leave (CL):

- Casual Leave is designed to accommodate occasional individual needs. Faculty members are entitled to a maximum of 12 days of Casual Leave per academic year, with one day credited every month during the Academic Year. However, any leave taken beyond the credited allowance will result in a deduction from the salary (Loss of Pay). Additionally, employees on Maternity Leave will not receive credit for Casual Leave during the period they are away from work.
- Casual Leave can be availed for a maximum duration of 3 consecutive days at a time. Any excess leave taken over and above 3 days will be considered as Loss of Pay.
- Loss of Pay cannot be applied for Half Day
- Employees joining midway through the year are entitled to a proportionate amount of Casual Leave based on their date of joining.
- Casual Leave can be utilized for half a day, either during the morning or afternoon session. However, to qualify as half-day leave, a minimum of 4 hours of duty is required to be fulfilled.
- Casual leave cannot be combined with any other kind of leave.
- Casual Leave does not carry forward to the subsequent academic year.
- Intimation - Faculty members are required to inform the following individuals at least 2 weeks in advance before availing Casual Leave:
 - Dean/Head of School & Registrar
 - Pro VC and Director – Human Resources
- Casual Leave requests must be applied for and approved through the system.

Sick Leave (SL):

- Confirmed faculty members are entitled to a maximum of 8 days of Sick Leave per academic year.
- Sick Leave exceeding 2 working days requires a certificate from a registered Medical Practitioner.
- Sick Leave is credited twice a year: 4 days on 1st July and the remaining 4 days on 1st January.
- Sick Leave cannot be applied for Half Day

Special Medical Emergency Leave (e.g. Hospitalisation):

- Special Medical Emergency Leave is discretionary and approved by the Director of Human Resources for confirmed Faculty.
- This type of leave is granted for medical emergencies and can be availed for up to 14 calendar days once within a 3-year period. Medical emergencies covered include illnesses such as Covid, typhoid, dengue, jaundice, chickenpox, surgeries and hospitalizations. Faculty members are required to submit doctor's certificates, medical lab reports and documentation upon returning to work.

Maternity Leave (as per Maternity Benefit Act, 1961):

- Female Faculty members are eligible for Maternity Leave.
- Maternity Leave on full pay, not exceeding 180 days from the commencement date, requires a necessary medical certificate. This leave can be availed on not more than two occasions during the entire service, provided the number of surviving children does not exceed two.
- Maternity leave may also be granted in case of miscarriage, including abortion, for a maximum total leave of 45 days during the service, supported by a medical certificate.
- To qualify for maternity benefits, a female Faculty or staff member must have worked for a minimum of 80 days.
- The absence from work should not commence earlier than 45 days before the expected delivery date.
- Maternity Leave can be combined with other leave types if supported by a Medical Certificate.
- During this leave period, the salary will be equal to the one drawn immediately before commencing Maternity Leave.
- Eligible female Faculty member must apply for Maternity Leave, enclosing the required medical certificate(s). Working in any establishment after being granted Maternity Leave will forfeit the claim to maternity benefits.

Paternity Leave:

- Male Faculty members can be granted a maximum of 7 calendar days of leave on two occasions during their entire service, relating to the birth or adoption of a child.
- This leave can be taken 7 calendar days in one stretch before the expected delivery date, within 6 months after the child's birth, or in case of adoption 15 days from the valid date of adoption.

Child Adoption Leave:

- Eligibility for child adoption leave is extended to all female Faculty members with less than two surviving children.
- A maximum of 180 days of leave from the date of valid adoption is granted for adoption of a child below 1 year of age.
- Approval for child adoption leave is contingent upon confirming the dependency of the child. Submission of a legal adoption deed or a foster care agreement is necessary to avail this leave.
- If a foster care agreement is not immediately available, provisional leave may be granted, pending the subsequent submission of the adoption deed.

Compassionate Leave:

- Faculty members are entitled to 3 working days of Compassionate Leave upon the death of an immediate family member, including: spouse, dependent children, mother (birth/ in-law), father (birth/ in-law), dependent brothers, sisters, grandfather and grandmother. A Death Certificate must be submitted to HR upon the Faculty member's return to work.

Faculty Leave:

- Faculty leave is exclusively available to full-time confirmed faculty members.
- A three-week Faculty Leave (including weekends & holidays) is applicable only to confirmed faculty. This leave should be utilised by eligible Teaching Faculty during the academic year-end break for students.
- Specific Faculty leave dates will be announced in advance by the University. Unused Faculty leave will expire and cannot be carried forward.
- Eligible Faculty members are required to be present on the last working day before Faculty leave and the first working day after Faculty leave. Failure to adhere to this will result in the period of absence being treated as leave or, if no leave is available, it will be considered as leave without pay.
- Diwali break will be observed for one week in an academic year.
- The Christmas break will be observed from 25th December to 1st January every year.
- All preparation for the immediate subsequent academic term must be completed and approved before commencing Faculty leave. This includes, but is not limited to:
 - Scheduling of classes
 - Faculty Allocation
 - Visiting Faculty appointments
 - Course Files
 - Semester course presentations and Seminar/Project briefs
- Grading and documentation of the previous semester, to be submitted and certified by the Head of the School.
- Prior to taking leave, an NOC (No Objection Certificate) is necessary from the Controller of Examination, Librarian and Registrar. This document must be uploaded in the system and member can only proceed upon the approval of leave.
- Any member granted Special Leave on an exceptional basis will need to offset an equal number of days from their Faculty Leave (between the two Academic Years).

Sabbatical Leave:

- Full-time confirmed Faculty members of the University, serving for a minimum of seven years, may be granted Sabbatical Leave without pay. This leave is intended for undertaking study, research or other academic pursuits aimed at enhancing their proficiency and contribution to the University and higher education.
- The duration of this leave shall not exceed one year at a time, limited to a maximum of two years throughout a Faculty member's entire career.
- Additionally, Sabbatical Leave shall not be granted until five years have elapsed from the Faculty member's return from their previous Sabbatical Leave or any other training program.

Duty Leave:

- Duty leave, not exceeding 5 days per academic year (excluding travel days, weekends, and public holidays), may be granted for delivering invited talks, participating in conferences, congresses, symposia, workshops, and seminars both within India and abroad etc. Permission for such leave is required from the Pro Vice Chancellor & Registrar.
- When applying for Duty Leave through the system, appropriate documentation must be provided. Upon return, a detailed report must be submitted to the Head of Department (HOD) & Registrar within 5 working days.
- The duration of leave granted will be decided by the sanctioning authority on each occasion.
- Duty Leave may be granted on full pay.
- It is compulsory for faculty members to resume duty immediately upon returning from Duty Leave. Failure to do so will be considered as Leave
- Upon approval from the Reporting Officer, faculty members must notify HR via email (hr@atlasuniversity.edu.in) at least 5 working days in advance to allocate the required number of Duty Leave days. Subsequently, the faculty member can apply for this leave in the system within the quarterly attendance cycle

On-Duty Leave:

- On-duty leave is granted when a teacher performs duties assigned or approved by the competent authority for the University. During this time, the teacher remains on official duty and this period is not counted as regular leave.
- Teachers are entitled to be on duty for the following purposes:
 - Attending meetings in regulatory bodies such as UGC, DST, AICTE, and similar Apex bodies, MPSC, UPSC and Government agencies etc.
 - Undertaking tasks at other Indian or foreign universities, agencies, institutions or organizations when deputed by the University.
 - Participating in delegations or committees appointed by Government bodies, University Grants Commission, other Apex bodies or academic institutions.
 - Attending refresher courses, orientation programs, Faculty development programs and short-term courses organized by the University.
 - Conducting fieldwork related to academic development, research collaboration, approved consultancy, sanctioned research projects, surveys, study tours and educational / industrial visits.
 - Participating in student-related sports, cultural, research, NSS, NCC activities / events approved by the competent authority.
- On-Duty Leave requests must be submitted through the system. Upon return, a detailed report must be submitted to the Head of Department (HOD) & Registrar within 5 working days.
- It is mandatory for faculty members to resume duty immediately on the day following their return from On-Duty Leave. Failure to do so will be considered as Leave.
- Upon approval of On-Duty Leave from the Reporting Officer, faculty members must inform HR via email (hr@atlasuniversity.edu.in) at least 5 working days in advance to allocate the required number of On-Duty Leave days. Subsequently, the faculty member can apply for this leave in the system within the quarterly attendance cycle



Leave Application Process:

- As per the terms and conditions of appointment, Faculty members are entitled for leaves according to these rules, subject to periodic amendments.
- Faculty members are required to submit leave requests through the system at least two weeks in advance, except for Sick Leave.
- Sanctioned leave can be canceled by the University/Faculty based on situational or operational requirements.

NON ACADEMIC TEAM

ATTENDANCE POLICY

- **Purpose:**

Work attendance has a direct effect on the ability of the department as well as overall organizational productivity.

- **Scope:**

All members of ATLAS SkillTech University On campus rules and requirements is uniform across all entities

- **Attendance:**

The work week for members is Monday to Saturday. All members must maintain a daily discipline of login and logout on the ATLAS HR App/ web portal. Apart from tracking attendance and leave, this is now a mandatory requirement. every member must use the Biometric / RFID system every day while reporting to work and also while going out of office. The first scan / swipe for the day will be considered as in-time and the last scan / swipe for the day will be considered as out-time. Non adherence to office timings may lead to appropriate action as per the policy.

- Members are required to promptly report any unavoidable delays or absences to the office. Up to 2 instances of irregularities related to less work/late in/clock in or clock-out missing are permitted during a pay cycle. on 3rd instance irregularities there will be 0.5 days Leave Deduction.

The Attendance Cycle is defined from the 21st of the previous month to the 20th of the current month.

Please note that attendance/ leave regularization and manager's approval for the same is the responsibility of the individual within the defined timelines. Irregularities if any need to be applied within one week from the date of instance occurred.

FLEXI TIME POLICY

- Working hours are 8.5 hours from Monday through Saturday, inclusive of half hour for lunch.
- All full time members who have resumed campus must be present in the core working hours of the organization. The core working hours are defined as 10:00 am – 4:00 p.m.
- This system allows an employee flexibility to report to work at any time upto 10:00 a.m. as long as he / she works for 8.5 hours and is present in core hours or as per the shifts assigned to you.

LEAVE POLICY

▪ Purpose:

The purpose of this policy is to provide the guidelines for various types and entitlement of leaves.

▪ Scope:

For all Full time members of ATLAS SkillTech University Leave Application Process is uniform across all entities

▪ Features of the Policy:

The work week for members is Monday to Saturday. All members must maintain a daily discipline of login and logout on the ATLAS HR App/ web portal. Apart from tracking attendance and leave, this is now a mandatory requirement as per the auditor's requirements. Leave requests need to be communication to your Reporting Manager with a copy to HR . All details should also be updated on the HR App/ portal. The Leave process and policy is detailed subsequently. Except for exegenices all leave requests must be applied through the system at least two weeks in advance. Members may be expected to work on Weekly offs/ Public Holidays at the discretion of the University as per work exigencies and institutional requirements.

****This policy applies to all full-time members at the University. Members on probation are eligible for All Purpose Leave, Duty Leave, On Duty Leave and Compassionate Leave. Please note that this Leave Policy does not extend to part-time members.**

TYPES OF LEAVES

Members are entitled to the following type of leaves:

| | | | |
|---------------------------|------------------------|--|----------------------------|
| All Purpose Leaves | Maternity Leave | Paternity leave | Compassionate Leave |
| Duty Leave | On-Duty Leave | Special Medical Emergency Leave | |



ALL PURPOSE LEAVES

- Members are entitled to All Purpose Leave of 26 working days for every calendar year.
- Members will earn 2.2 days per month at the beginning of every month and can be carried forward every month
- Any member joining the University on or before 15th of the month, would get 2.2 days as Leave and anyone joining on or after 15th of the month would get 1.1 day as Leave
- Less than 4 hours on a full working day will be considered as Half day APL (0.5)

MATERNITY LEAVE

Maternity leave (as per Maternity Benefit Act, 1961)

- Female members are eligible for Maternity Leave.
- Maternity Leave on full pay, not exceeding 180 days from the commencement date, requires a necessary medical certificate. This leave can be availed on not more than two occasions during the entire service, provided the number of surviving children does not exceed two.
- Maternity leave may also be granted in case of miscarriage, including abortion, for a maximum total leave of 45 days during the service, supported by a medical certificate.
- To qualify for maternity benefits, a female Faculty or staff member must have worked for a minimum of 80 days.
- The absence from work should not commence earlier than 45 days before the expected delivery date.
- Maternity Leave can be combined with other leave types if supported by a Medical Certificate.
- During this leave period, the salary will be equal to the one drawn immediately before commencing Maternity Leave.
- Eligible female member must apply for Maternity Leave, enclosing the required medical certificate(s). Working in any establishment after being granted Maternity Leave will forfeit the claim to maternity benefits.

PATERNITY LEAVE

- Post confirmation of employment Male members can be granted a maximum of 7 calendar days of leave on two occasions during their entire service, relating to the birth or adoption of a child
- This leave can be taken 7 calendar days in one stretch before the expected delivery date, within 6 months after the child's birth, or in case of adoption 15 days from the valid date of adoption.

COMPASSIONATE LEAVE

Members are entitled to 3 working days of Compassionate Leave upon the death of an immediate family member, including: spouse, dependent children, mother (birth/ in-law), father (birth/ in-law), dependent brothers, sisters, grandfather and grandmother. A Death Certificate must be submitted to HR upon the Faculty member's return to work.

DUTY LEAVE

- Duty leave (excluding travel days, weekends, and public holidays), may be granted for delivering invited talks, participating in conferences, congresses, symposia, workshops, and seminars both within India and abroad etc. Permission for such leave is required from the Pro Vice Chancellor & Registrar.
- When applying for Duty Leave through the system, appropriate documentation must be provided. Upon return, a detailed report must be submitted to the Head of Department (HOD) & Registrar within 5 working days.
- When applying for Duty Leave through the system, appropriate documentation must be provided. Upon return, a detailed report must be submitted to the Head of Department (HOD) & Registrar
- The duration of leave granted will be decided by the sanctioning authority on each occasion.
- Duty Leave may be granted on full pay.
- It is compulsory for members to resume duty immediately upon returning from Duty Leave. Failure to do so will be considered as Leave
- Upon approval from the Reporting Officer, members must notify HR via email (hr@atlasuniversity.edu.in) at least 5 working days in advance to allocate the required number of Duty Leave days.
- Subsequently, the member can apply in the system within the monthly attendance cycle.

ON-DUTY LEAVE

- On-duty leave is granted when a member performs duties assigned or approved by the competent authority for the University. During this time, the member remains on official duty and this period is not counted as regular leave.
- **Members are entitled to be on duty for the following purposes:**
- Attending meetings in regulatory bodies such as UGC, DST, AICTE, and similar Apex bodies, MPSC, UPSC and Government agencies etc.
- Undertaking tasks at other Indian or foreign universities, agencies, institutions or organizations when deputed by the University.
- Participating in delegations or committees appointed by Government bodies, University Grants Commission, other Apex bodies or academic institutions.
- Attending refresher courses, orientation programs, development programs and short-term courses organized by the University.
- Conducting fieldwork related to academic development, research collaboration, approved consultancy, sanctioned research projects, surveys, study tours and educational / industrial visits.
- Participating in student-related sports, cultural, research, NSS, NCC activities / events approved by the competent authority.
- On-Duty Leave requests must be submitted through the system. Upon return, a detailed report must be submitted to the Head of Department (HOD) & Registrar within 5 working days.
- It is mandatory for members to resume duty immediately on the day following their return from On-Duty Leave. Failure to do so will be considered as Leave.
- Upon approval of On-Duty Leave from the Reporting Officer, members must inform HR via email (hr@atlasuniversity.edu.in) at least 5 working days in advance to allocate the required number of On-Duty Leave days.
- Subsequently, the member can apply in the system within the monthly attendance cycle

SPECIAL MEDICAL EMERGENCY LEAVE (E.G. HOSPITALIZATION)

- Special Medical Emergency Leave is discretionary and approved by the Director of Human Resources for confirmed member.



- This type of leave is granted for medical emergencies and can be availed for up to 14 calendar days once within a 3-year period. Medical emergencies covered include illnesses such as Covid, typhoid, dengue, jaundice, chickenpox, surgeries and hospitalizations. Faculty members are required to submit doctor's certificates, medical lab reports and documentation upon returning to work.

LEAVE WITHOUT PAY/ LOSS OF PAY

- Any leave extending beyond the available leave balance would be marked as Loss of Pay.
- If a member has no leave balance and still requires leave, the employee maybe granted Leave without Pay.

LEAVE DURING NOTICE PERIOD

- Members are not eligible to take any leave when they are serving their notice period unless there is an emergency and the leave has to be approved by the immediate reporting manager. Any uninformed leave will be considered as leave on Loss of pay and recovery will be done from the Full & Final calculation.

LEAVE ACCUMULATION & ENCASHMENT

- An employee can accumulate up to 45 days of All Purpose Leave at any point of time in the whole service.
- Leaves accumulated over and above 45 days have to be utilized during the course of the year failing which the excess leave will lapse at the commencement of the new calendar year.
- No annual encashment of leave will be done during employment
- Leave encashment will not be applicable for Employees on probation period
- Only Employees who have completed one year of their employment with the University shall be eligible for Leave encashment
- Employees shall be entitled to encashment of maximum 45 leaves only
- The leaves will be encashed only at the time of separation on Basic salary
- On the discretion of the University, leave can be adjusted against the shortfall in the notice period
- Payment of Leave encashment will be subject to Income Tax rules



GENERAL GUIDELINES

- Members are requested to seek prior approval and need to apply for leave at least two weeks in advance unless in case of Emergency. Leave requests are to be addressed to the Reporting manager.
- All leave requests have to be updated on the HR App/ portal.
- Except for exigencies all leave requests must applied through the system at least two weeks in advance.
- Backdated leave applications are not allowed in the system
- During key Admissions processes / season (e.g. Challenge, Interviews, Results, Enrollments etc.), members must not take Leave of more than 2 working days per month.
- Long leave (upto a maximum of 2 weeks) must be planned only during the non-peak season of the Admissions cycle.
- Leave requests will be approved/ not approved by the reporting manager based on the academic schedule and institutional requirements.



(10) CONFIRMATION & PROBATION

1. Purpose

This policy governs the on probation and confirmation process of the University.

2. Scope

This policy applies to all full-time Faculty & Staff.

3. Features of the Policy

1) Probation

- Probation period allows the employee's department head to evaluate the ability, suitability, and potential for success of the employee. All faculty will be on the probation period for one year from the date of joining and all non-teaching will be on probation period for 6 months
- During probation period, the Dean/ HOD is advised to provide regular reviews to the new joinee on his performance against the expectation.
- The Dean/ HOD shall obtain yearly report on performance of the faculty & staffs under his supervising authority sectional head / Head of the Department. After completing all the sections, the report must be sent to HR at least four weeks prior to the completion of the probation period. The competent authority may take decision of confirming the services of faculty & staff or extending the probationary period based on the report of the performance of the faculty & staff and on his own assessment and the same must be communicated to him before the end of his probation period.
- All the appointments and internal promotions in the University to the approved or sanctioned posts will be on probation and subject to the requirements of the post.

2) Confirmation

- The faculty & staff will be confirmed on successful completion the probationary period.

3) Extension of Probation

- Based on the work performance review, if the performance of the faculty/staff is not up to the satisfactory level, then the Institution reserves the right to extend the probationary period of the concerned faculty/staff.

- If the employee's service during the probationary period is deemed unsatisfactory but if it is determined that the employee should continue in a probation status rather than being terminated, the recommendation that the employee remain in a probationary status should be forwarded by the Dean/ HOD to HR. In all such instances, the employee must be counseled and notified in writing regarding the extension of the probationary period.
- The Vice Chancellor / Pro-Vice Chancellor's office may extend the period of probation of faculty & staff for a maximum period of one year. The extension of the probationary can happen maximum for one time.
- After the extension of the probation period, if the performance of the faculty/staff is not up to the mark then the Vice Chancellor / Pro-Vice Chancellor's office reserves the right to use their discretion.
- If the performance is not acceptable at all and probation is not confirmed/ extended, he / she may be terminated from service.



ANNEXURE - CONFIRMATION REVIEW FORM

Name:

Designation:

Department:

Reporting Manager:

Date of Joining:

Evaluation Period:

| Sr. No | Parameters | Exceeds Expectations | Meets Expectations | Below Expectations | Remarks/ Contribution |
|--------|--|----------------------|--------------------|--------------------|-----------------------|
| 1 | Knowledge of Work | | | | |
| 2 | Attendance and Reliability | | | | |
| 3 | Accuracy in Work | | | | |
| 4 | Meeting Timelines | | | | |
| 5 | Adherence to Processes | | | | |
| 6 | Interpersonal Skills with co-workers & Supervisors | | | | |
| 7 | Participation in schools' initiatives | | | | |

Overall Progress status – Please tick any one

- Good Progress: Performance results show significant achievements, exceeding established performance expectation
- Fair Progress: Performance results show consistent achievement toward meeting established performance expectations
- Not progressing as scheduled: Performance results show inconsistent achievement of performance expectations; improvement needed.



Suggested action- Please tick any one

- To be confirmed
- Probation to be extended
- Service to be terminated

Manager's comments

Signature:

Date of Submission:

To be filled by HR

| Action Taken | Service Confirmed date | Probation period extended (By how many months) | Service termination date |
|--------------|---------------------------|---|-----------------------------|
| | Date : | Months : | Date : |



(11) PERFORMANCE BASED APPRAISAL SYSTEM

ACADEMIC

Purpose

Performance Planning, Monitoring, Performance Summary, Recognition API (Academic Performance Indicators Form) This document contains the parameters devised by the University to help the faculty members in assessing their own performance in various institutional activities and helps them in determining conformance to institutional requirements.

Decisions concerning career development, promotion, succession planning and compensation depend on information provided through effective performance management. The University will therefore ensure that all new members understand the requirements of their jobs as well as the expected results. The actual assessment of how well they have performed will be undertaken at the end of each year through a comprehensive appraisal of their performance in relation to these expectations.

Scope

This policy is for Full-time faculty only.

Features of the policy

Objective of the Performance Management process

- Review performance of the member against assigned tasks and responsibility;
- Identify the areas of weaknesses and provide positive feedback to the staff on their individual and team performance;
- Identify the areas of strength in each member;
- Identify member who can be developed to take up increased responsibilities
- Identify the member training needs
- Create a basis for rewarding superior performance
- Plan for the following year

A. Performance management & appraisal process

- i. Every Faculty member appointed will be assessed for his/her performance based on the Academic Performance Indicator (API) score obtained in various Categories of Performance Based Appraisal System (PBAS) proforma
- ii. The PBAS proforma has been evolved as per guidelines stipulated in "UGC Regulations".
- iii. The API scores as endorsed and verified in the PBAS Proforma will be the primary means of assessing a Faculty member for the purposes of promotion under Career Advancement Scheme (CAS), increments and other awards/Incentives including key appointments/assignments and deputations.
- iv. All other instructions issued earlier in this regard are superseded by issue of these Policy Guidelines
- v. The PBAS proforma will be submitted to the HR Office along with a copy to the reporting officer and the Registrar at the campus on following occasions:
 - **Annual PBAS.** By mid of July of every year, PBAS proforma shall have to be filled up indicating all performance achievements pertaining to the academic year. All existing faculty members shall be required to fill up the Annual PBAS, once for each Academic year.
 - **Supplementary PBAS.** This shall be submitted by all faculty members who have joined the institution in the Oct-Nov-Dec (OND) quarter or Jan-Feb-Mar (JFM) quarter. This is to be done for the calendar year assessment. Following which the faculty member shall be required to fill the Annual PBAS for the academic year. This shall be a one time exercise and shall be done to bring all faculty members into the mainstream process of filling the form once in each academic year i.e. from 1st July to 30th June.
 - The HR Department will maintain a record of API score for each year on each Faculty.
 - It is to be noted that PBAS proforma is to reflect performance activities undertaken only during that relevant Academic year. No performance achievement is to be repeated in subsequent proforma. Further even if one has filled up Supplementary PBAS for coming into the mainstream Annual PBAS will still be required to be filled up.



B Performance Improvement Plan (PIP)

A Performance Improvement Plan (PIP) is a structured document designed to help underperforming faculty members improve in specific areas such as teaching, research, service, and professional conduct. It provides clear goals, measurable performance expectations, and a timeline for improvement. Managers should evaluate members' performance based on predefined KPIs and share Constructive feedback on both strengths and development areas. Members not meeting performance standards may be placed on a Performance Improvement Plan (PIP) for not more than 3 months with fortnightly reviews. If there is a placement issue, HR will explore alternative roles within the organization

C Promotion Process/ Career Advancement Scheme

The Promotion Career Advancement Scheme (CAS) Policy is a step in the direction of developing a comprehensive human resource framework for the Institute. The Promotion Policy is one of the components of that framework to specifically address the issue of promotion of employees. For the Promotion Policy to be effective, it is important to develop a scientific appraisal system, staff training and development programme and link them with the promotion

General

- Promotion is not the right of every employee. No employee should claim the right for promotion on seniority or merit or any such criterion
- The Committee shall be the discretionary authority on identifying the posts of promotion
- The promotion will be merit based and qualification, seniority, experience and records of performance will be taken into consideration while considering the case of promotion
- The Vice Chancellor constitute a committee including one institutional representative, one expert appointed by Voice Chancellor from outside for considering the cases of employees for promotion and their recommendation.



Process

(1) Evaluation Criteria

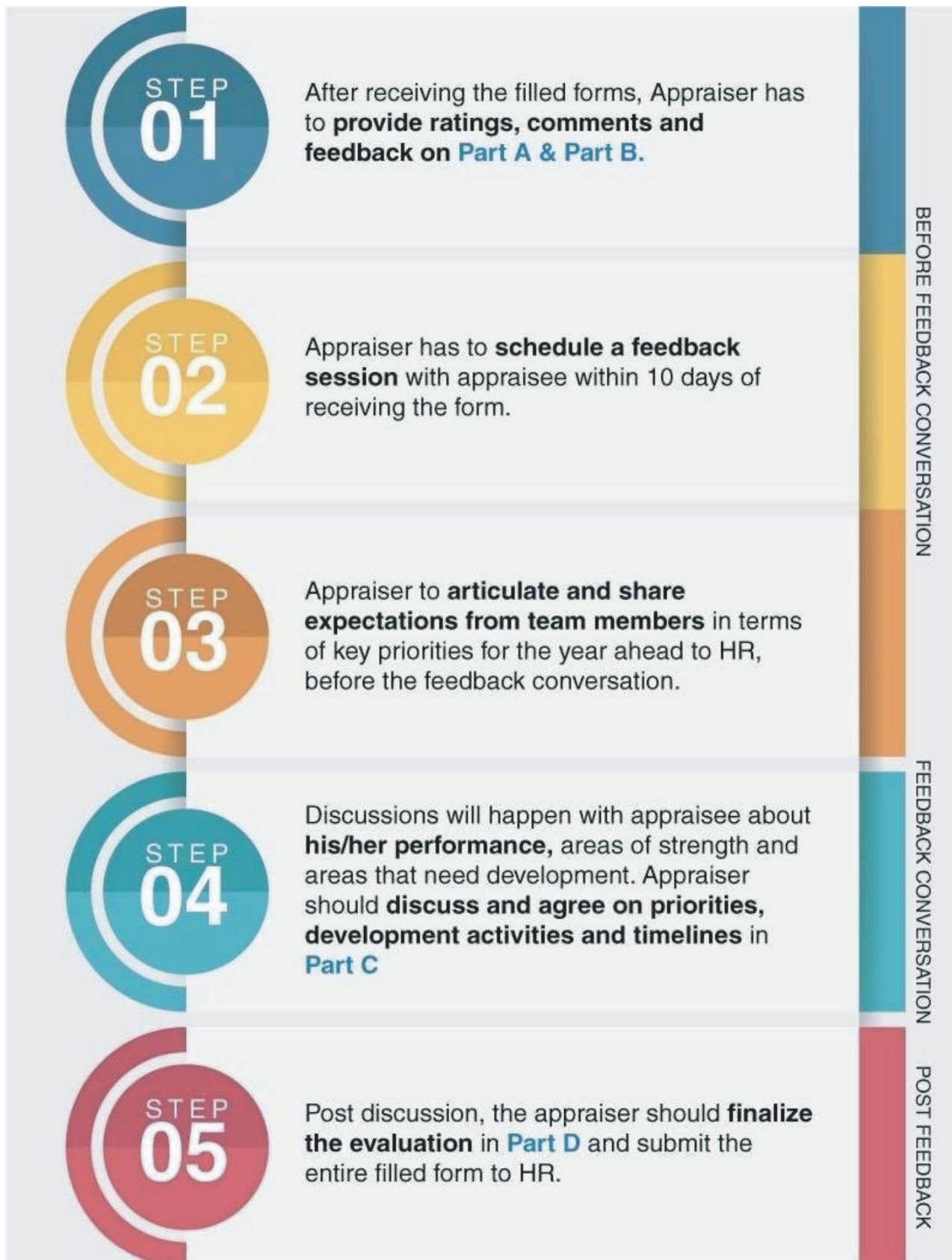
- Teaching-Learning and Evaluation - Classroom behaviour, Examination and evaluation activities
- Personal Development Related to Teaching and Research Activities – MOOCs, seminars, attendance, research papers publishing in UGC listed journals etc
- Administrative Support and Participation in Students' Co- curricular and Extra-Curricular Activities
- Student centricity & Student experience

(2) Assessment Process (Three step Process)

(A) Faculty to submit the annual self-appraisal report in the prescribed Performa at the end of the year in the stipulated time line along with all documentary evidences which will be verified by HOD.

(B) After completion of the required years of experience for promotion under CAS and fulfilment of other requirements indicated below, the faculty members shall submit an application for promotion under CAS.

(C) CAS promotions to be granted as per the assessment criteria given the UGC gazette. The CAS promotion from a lower stage to a higher stage of Assistant Professor shall be conducted through a "Evaluation Committee" (given in the UGC gazette) The institution shall send a general circular twice a year, inviting applications for the CAS promotions from the eligible candidates.





ANNUAL PERFORMANCE REVIEW FORM

ACADEMIC TEAM

ATLAS SKILLTECH UNIVERSITY

Performance Based Appraisal System (PBAS) for Academic Year _____

PART A - GENERAL INFORMATION

| | | |
|---|---|--|
| 1 | Name (in Block Letters) | |
| 2 | Institute & Department | |
| 3 | Date of Joining | |
| 4 | Current Designation | |
| 5 | Any Degree or fresh qualifications acquired during the year | |
| 6 | Highest Professional Qualifications | |
| 7 | Fields of Specialization in Subject/ Discipline | |

SUMMARY OF API SCORES Academic Year _____

| Category | Criteria | API SCORE |
|----------|--|-----------|
| 1 | Teaching, Learning & Evaluation related activities | |
| 2 | Co-curricular, Extension, Professional Development, etc. | |
| | Total (Categories I + II) | |
| 3 | Research & Academic Contribution | |
| 4 | Student Experience & Feedback | |
| | TOTAL (I+II+III+IV) | |

PART B - ACADEMIC PERFORMANCE INDICATORS

(Please see detailed instructions before filling out this proforma)

CATEGORY- I: TEACHING, LEARNING AND EVALUATION RELATED ACTIVITIES

(Maximum Total Score: 150; Minimum Score required: 75)

1.0 Lectures (L), Seminars(S), Tutorials(T), Practicals (P), Contact Hours (C)

Give semester-wise details, where necessary) Max. Score: 50

| Sr no. | Course Code | Course Title | Credit units | Level (UG/PG /Ph.D) | Model of Teaching (Theory/ practical/ Tutorial) | No. of Sections Taught | Teaching load per section per week | Total Assigned Teaching Load for Semester | Actual Teaching hours per week | Percentage Completion | API |
|--------|-------------|--------------|--------------|---------------------|--|------------------------|------------------------------------|---|--------------------------------|-----------------------|-----|
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |



2.0 Teaching Load in excess of University norms (Max score: 10)

| Sr no. | Course Code | Course Title | Credit units | Level (UG/P/Ph.D) | Model of Teaching (Theory/practical/Tutorial) | Number of extra teaching hours per week | Total for the Semester | API |
|--------|-------------|--------------|--------------|-------------------|---|---|------------------------|-----|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: (a) please refer the PBAS Instruction for score calculation (i.e: category I, Part II,)

3.0 Result/Academic Performance (Max. score: 10)

| Sr no. | Programme | Semester | Course Title | Total Students appeared | Total Students passed | Academic Performance | API | Average API |
|--------|-----------|----------|--------------|-------------------------|-----------------------|----------------------|-----|-------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: (a) please refer the PBAS Instruction for score calculation (i.e: Cat - I, Part IV,)

4.0 Adherence to Academic Processes & Schedules (Negative Marking)

| Sr no. | Course | Mandatory Resources | Y/N | Deans Remarks Y/N | If No Number of Days Delay | API Score |
|--------|--------|---|-----|-------------------|----------------------------|-----------|
| | | 1. Timely Submission of Session PI | | | | |
| | | 2. Timely Submission Assessment PI | | | | |
| | | 3. Timely Submission Course material Lecture notes/ reading material | | | | |
| | | 4. Timely Submission of student attendance | | | | |
| | | 5. Timely Submission of Internal Assessment marks | | | | |
| | | 6. Timely Submission of Practical examination marks | | | | |
| | | Total API Score | | | | |

5.0 Use of Participatory and Innovative Teaching-Learning Methodologies,

Updating of subject content, Course Improvement etc. (Max. Score: 50 points)

| Sr no. | Short Description | API Score |
|--------|--------------------|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total Score | |

Note: (a) Please refer to the PBAS instruction for score calculation
 {(i.e. Cat-I, Part 5, Serial No 5.1 & 5.2, Page-1)}



6.0 Examination Duties Assigned and Performed (Maximum Score: 25)

| Sr no. | Types of Examination Duties | Duties Assigned | Extent to which carried out (%) | API Score |
|--------|-----------------------------|-----------------|---------------------------------|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-I, Part 6)}

| | |
|---|------------|
| Total Score Earned for Category-I (1+2+3+4+5+6) : | |
| Total Max. Score for Category-I (1 to 6): Minimum score required : | 150 100 |



CATEGORY-II: CO-CURRICULAR, EXTENSION & PROFESSIONAL DEVELOPMENT

(Max. Total Score: 75; Min. Score required: 50)

1) Extension, Co-curricular & Field-based Activities (Maximum Score: 15) (Mentoring Activities, Club/ Committee activities)

1.1 Positions held/Leadership role played in organization linked with Extension Work and National service Scheme (NSS), NCC, NSO or any other similar activity (each activity 5 points up to max. of 10 points)

| Sr. no. | Type of Activity | Role | Avg Hrs/ week | API Score |
|-----------------|------------------|------|---------------|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total API Score | | | | |

| Activity | Score |
|---|----------|
| Positions held | 5 points |
| Leadership role played in organization linked with Extension Work and National service Scheme (NSS) | 5 points |

1.2 Contribution to campus publications for internal newsletter/ blog/ Magazine

| Sr. no. | Type of Activity | Role | Avg Hrs/ week | API Score |
|-----------------|------------------|------|---------------|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total API Score | | | | |

| Activity | Score |
|---|-----------|
| Contribution to campus publications for internal newsletter | 10 points |
| University blog | 10 points |
| Magazine/ Newsletter | 10 points |



1.3 Community work such as values of National Integration, Yoga day Environment democracy, socialism, Human Rights, peace, scientific temper; flood or, drought

| Sr. No | Type of Activity | Role | Max API Score | Max API Score |
|--------|------------------|------|---------------|---------------|
| | | | | |
| | | | | |
| | Total API Score | | | |

| Activity | Score |
|--|------------|
| Community Work Such A Values Of National Integration | 2.5 points |
| Yoga Day Environment Democracy | 2.5 points |
| Socialism | 2.5 points |
| Human Rights | 2.5 points |
| Peace | 2.5 points |

2. Institution Building – Contribution to Corporate Life and Management of Institution (Max Score: 45)

Collaborate with industry on projects and take accountability of delivery of as per the agreed timelines, budgets and deliverables (each project 5 points)

| Sr. No | Contribution to corporate life (Max points: 10) | Role | Unit (committee/ Lecture/Workshop) | API Score |
|--------|--|------|---------------------------------------|-----------|
| | | | | |
| | | | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-II, Serial No.2.1 to 2.4

2.2 Seek feedback from industry on skill requirements /trends and ensure program alignment each formal forum 5 points)

| Sr. No | Formal Forum | Skill Identified | Unit (committee/ Lecture/Workshop) | API Score |
|--------|-----------------|------------------|------------------------------------|-----------|
| 1 | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Total API Score | | | |

2.3. Generate industry co-sponsorship in academic collaborations (e.g. projects, paces, research etc.) (each collaboration 5 points)

| Sr. No | Projects/ spaces/ research etc. | Role | No. Of collaboration | Max API Score |
|--------|---------------------------------------|------|-------------------------|------------------|
| | | | | |
| | | | | |
| | Total API Score | | | |

2.4 Student Enrolment Support through Entrance test prep, Interviews, Workshops (20 points)

| Sr. No | Type of Activity | No. of Projects | Max API Score |
|--------|------------------------|-----------------|---------------|
| | | | |
| | | | |
| | Total API Score | | |

- i) Bootcamps/ Seminar (2 points per activity)
- ii) Students evaluation (2 points per 50 students evaluated)
- iii) Open house (2 points per activity)

Note: (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-II, Serial No.2.5)}

2.5 Student Placements (20 points)

| Sr. No | Type of Activity | No. of Activity | Max API Score |
|--------|------------------------|--------------------|------------------|
| | | | |
| | | | |
| | Total API Score | | |

- i.Support resume writing/ portfolio development (2 points per 50 students)
- ii.Workshops for interview prep (2 points per activity)
- iii.Role of a Mentor (2 points per 10 students)
- iv.Leverage on professional network and champion conversations with organizations (2 points per activity with a corporate)
- v.Assess post internship evaluations (vivas/ reports) (2 points per 50 students)
- vi.Inviting corporates to Career fairs/ Job fairs (2 points per presence of a corporate)
- vii.Organizing committee for Career fairs/ Job fairs (2 points per activity)

2.6 Alumni Engagement (10 points)

| Sr. No | Type of Activity | No. of Activity | Max API Score |
|------------------------|------------------|-----------------|---------------|
| | | | |
| | | | |
| Total API Score | | | |

Note: (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-II, Serial No.2.6-2.7)}

- i. Current student engagement through alumni (2 points per activity)
- ii. Inviting alumni to be mentors (1 points per Alumnus invited)
- iii. Alumni event (chapter wise) (2 points per activity)

2.7 Membership and measurable contribution to committees concerned with any aspect of departmental or institutional management such as FDP Committee, NAAC/Accreditation committee, admission committee, campus development, library committee (5 points each, max 15 points)

| Sr. No | Name of the committee | Role | No Of Activity | Max API Score |
|------------------------|-----------------------|------|----------------|---------------|
| | | | | |
| | | | | |
| | | | | |
| Total API Score | | | | |

Note: (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-II, Serial No.2.6-2.7)}

3. Professional Development Activities (Maximum Score: 10)

3.1 Membership in profession related committees at state and national level Maximum of 10 points for (a+b)

| S.No. | Type of Activity (Membership in the profession) | No. of committees | API Score |
|-------|---|-------------------|-----------|
| | | | |
| | Total API Score | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No.3.1)}

3.2 Participation in subject-related associations, conferences, seminars without paper presentation (each activity: 2 points: Max. 10 points)

| S.No. | Type of Activity | No. of Event | API Score |
|-------|------------------------|--------------|-----------|
| | | | |
| | | | |
| | Total API Score | | |

Note (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-III, Serial No.3.2)}

3.3 Membership/participation in State/Central Bodies/Committees on Education, Research and National Development (5 points each: maximum 10 points)

| S.No. | Type of Activity | No. of Event | API Score |
|-------|------------------------|--------------|-----------|
| | | | |
| | | | |
| | Total API Score | | |

Note (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No.3.3)}

3.4 Publication of articles in newspapers, magazines or other publications (not covered in category-III); radio talks; television programmes (1 point each, up to maximum 10 points)

| Type of Activity | No. of Activity | API Score |
|------------------------|-----------------|-----------|
| | | |
| | | |
| Total API Score | | |

(a) Please refer the PBAS instruction for score calculation {(i.e. Cat-III, Serial No.3.4)}

| | |
|---|--|
| Total Score Earned for Category-II (1+2+3): | |
| Total Max. Score for Category-II (1+2+3): 75 | |
| Minimum Score required: 50 | |



CATEGORY-III: RESEARCH, PUBLICATIONS & ACADEMIC CONTRIBUTIONS

1.1 Research Papers published in Journals:

| Sr. No | Title with page number | Journal | ISSN/ ISBN No. | Whether peer-reviewed Impact factor, if any | No. of Co-authors | Whether you are the main author | API Score |
|--------|------------------------|---------|----------------|---|-------------------|---------------------------------|-----------|
| | | | | | | | |
| | | | | | | | |
| | Total API Score | | | | | | |

Note: (a) Please refer to the PBAS instruction for score calculation
{(i.e. Cat-III, Serial No. 1.1 page-17-19)}
(b) Supporting document for research paper to be enclosed as Annexure-Cat III (1.1)

1.2 Full papers in Conference Proceedings:

| Sr. No | Title with page number | Details of conference Publications | ISSN/ISBN No. | No. of Co-authors and Date of publication | Whether you are the main author | API Score |
|--------|------------------------|------------------------------------|---------------|---|---------------------------------|-----------|
| | | | | | | |
| | Total API Score | | | | | |

Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 1.2)} Supporting document for research paper to be enclosed as Annexure-Cat III (1.2)

1.3 Articles/ Chapters published in Books

| Sr. No | Title with page number | Book Title, editor & publisher | ISSN/ ISBN No. | Whether peer reviewed . | No. of Co-authors and Date of Publication | Whether you are the main author | API Score |
|--------|------------------------|--------------------------------|----------------|-------------------------|---|---------------------------------|-----------|
| | | | | | | | |
| | | | | | | | |
| | Total API Score | | | | | | |

Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 1.3)}

1.4 Books published as Author or as Editor/Translator

| Sr. No | Title with page no. | Type of Book & Authors hip | Publisher & ISSN/ ISBN No. | Whether Peer Reviewed | No. of Co-author & Date of Publication | Whether you are the main author | API Score |
|--------|------------------------|----------------------------|----------------------------|-----------------------|--|---------------------------------|-----------|
| | | | | | | | |
| | | | | | | | |
| | Total API Score | | | | | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 1.4 page-21)}

1.5 Chief Editor/Guest Editor/Editor/Associate Editor; Member, Consultant Member of Editorial/Advisory Board of Journal and Reviewer/Referee of a Journal

| Sr. No. | Refereed Journal with/without ISBN/ISSN Numbers | Status | API score |
|---------|---|--------|-----------|
| | | | |
| | Total API Score | | |

Note: (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 1.5}

2.1 Research Projects, Consultancies and Assignments

Sponsored Projects (Carried out/Ongoing)

| Sr. No. | Title | Agency | Period | Grant/ Amount Mobilized (Rs Lakhs) | API Score |
|---------|------------------------|--------|--------|--|--------------|
| | | | | | |
| | Total API Score | | | | |

Note: (a) Please refer the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 2.1 -2.3)}

2.2 Consultancy Projects (Carried Out/Ongoing/Completed)

| Sr. No | Title | Agency | Period | Grant/ Amount Mobilized (Rs. Lakhs) | Whether Policy Documents /Patent as outcome | API Score |
|--------|------------------------|--------|--------|--|---|--------------|
| | | | | | | |
| | Total API Score | | | | | |

Note: (a) Please refer the PBAS instruction for score calculation
{(i.e. Cat-III, Serial No. 2.2 to 2.3 page-23)}

2.3 Filing & Award of Patents/Policy Document/Technology Transfer Process

| Sr. No. | Type of Patent | Filed | | Awarded | | API Score |
|---------|------------------------|-------|----------|---------|------------|--------------|
| | | Date | File No. | Date | Patent No. | |
| | | | | | | |
| | | | | | | |
| | Total API Score | | | | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 2.4 page-23)}

2.4 Overseas Assignments

| Sr. No. | Title/Description of Assignment | Agency | Period | Fund Amount (Rs. Lakhs) | Outcome | API Score |
|---------|---------------------------------|--------|--------|-------------------------|---------|-----------|
| | | | | | | |
| | Total API Score | | | | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 2.5 page-24)}

3.0 Research Guidance

| Sr. No. | Degree | Number of Scholar Enrolled | Status | Degree Awarded | API Score |
|---------|------------------------|----------------------------|--------|----------------|-----------|
| | | | | | |
| | | | | | |
| | Total API Score | | | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 3 page-24)}

4.0 Organizing/Participating in training courses, teaching-learning-evaluation technology in faculty development programs

4.1 & 4.2 Training Courses, Teaching-Learning-Evaluation Technology, Faculty Development Program

| Sr. No. | Program | Duration | Organized by | API Score |
|---------|------------------------|----------|--------------|-----------|
| | | | | |
| | | | | |
| | Total API Score | | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 4.1 and 4.2 page-25)}

4.3 Papers presented in Conferences, Seminars, Workshops, Symposia/Session Chaired, etc.

| Sr. No | Title of the paper presented | Title of Conference/ Seminar etc. | Date (s) of the event | Organized by | No. of Co-authors | Whether you presented the Paper | Whether International/ National/State/Regional / University or College Level | API Score |
|--------|------------------------------|-----------------------------------|-----------------------|--------------|-------------------|---------------------------------|--|-----------|
| | | | | | | | | |
| | Total API Score | | | | | | | |

Note: (a) If a paper presented at a Conference/Seminar is published in the form of Proceedings (Full Paper), the points would accrue for the publication as Category III, (1.2) and not under this heading.
 (b) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 4.3 page-25)}

4.4 Invited Lectures (including Extension) and Chairmanships at National or international Conference/ Seminars; Office Bearer/Advisor of Registered Professional Bodies

| S. No. | Title of Lecture/ Academic Session | Title of Conference/ Seminar etc. | Date(s) of the event | Organized by | Whether International/ National/State | API Score |
|--------|------------------------------------|-----------------------------------|----------------------|--------------|---------------------------------------|-----------|
| | | | | | | |
| | | | | | | |
| | Total API Score | | | | | |

(a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 4.4)}

4.5 Experience as Post-Doctoral Fellow / Research Associate/Visiting Professor

| Sr. No. | Research Associate / Post-Doctoral Fellow | Institution | Duration | Major Achievements | API Score |
|---------|---|-------------|----------|--------------------|-----------|
| 1 | | | | | |
| | Total API Score | | | | |

Please refer the PBAS instruction for score calculation {(i.e. Cat-III, Serial No. 4.5)}

| | |
|--|--|
| Total Score Earned for Category-III | |
|--|--|

CATEGORY-IV: STUDENT EXPERIENCE & FEEDBACK

1.1 Student Experience related Activities (Maximum Score: 50) (Counselling, Orientation Activities, Interviews, Controlling Student attrition)

| Sr. No | Type of Activity | Activity/ Sem. | API Score |
|--------|------------------------|----------------|-----------|
| | | | |
| | | | |
| | Total API Score | | |

Note: (a) Please refer to the PBAS instruction for score calculation {(i.e. Cat-VI, Serial No.1.1 to 1.21)}

1.2 Student Attrition (Maximum Score: 50)

| Sr. No. | Student Attrition | API Score |
|---------|-------------------|-----------|
| 1. | Zero- 50 | |
| 2. | Between 1%- 3%- 5 | |
| 3. | Above 3%- Nil | |

2.0 Student Feedback (Maximum Score: 25) (Aggregate Feedback of Semester)

| Sr. No. | Type of Activity | Sem. | API Score |
|---------|------------------------|------|-----------|
| | | | |
| | Total API Score | | |

(Refer PBAS Instruction Category IV 2.0)



PART C - OTHER RELEVANT INFORMATION

Please give details of any other credentials, significant contributions, awards received etc. not mentioned earlier.

| Sr. No | Details (Mention Year, Value, etc., where relevant) |
|-------------------|--|
| | |
| | |
| | |

I certify that the information provided is correct as per records available with the University and/or documents enclosed along with the newly filled PBAS proforma.

Signature of the Faculty



NON - ACADEMIC

Introduction

The Performance Appraisal Policy aims to establish a transparent, fair, and structured approach to evaluating member performance. It ensures alignment with organizational goals, enhances productivity, and fosters a culture of continuous improvement.

Applicability

Applicability This policy applies to all non-academic members and teams within the organization. It provides a framework for performance assessment based on individual roles, responsibilities, and key performance indicators (KPIs). This policy is reviewed annually to maintain its relevance and effectiveness. Adjustments will be made based on organizational needs and member feedback. For further clarification, members are encouraged to reach out to their managers or HR representatives.

Objectives

- Align individual performance with organizational objectives.
- Foster accountability and transparency in evaluations.
- Encourage professional growth and career development.
- Recognize and reward high performers.
- Identify areas for improvement and provide necessary support.

Performance Appraisal Process

Step 1: Setting Goals & KPIs

- Organizational goals must be established within 15 days of the academic year's commencement.
- Members and their managers must discuss and agree upon KPIs.
- Goals should be **SMART: Specific, Measurable, Achievable, Relevant, and Time - bound**.

Step 2: Continuous Feedback & Development

- Regular review of KPIs to ensure alignment with business needs.
- Adjust KPIs if business requirements change.
- Provide constructive feedback to member on strengths and improvement areas.
- Members should proactively seek feedback and identify development opportunities.

Step 3: Performance Discussion & Evaluation

- Managers evaluate members' performance based on predefined KPIs.
- Constructive feedback must be shared on both strengths and development areas.

Performance Improvement Plan (PIP)

A Performance Improvement Plan (PIP) is a structured document designed to help underperforming faculty members improve in specific areas such as teaching, research, service, and professional conduct. It provides clear goals, measurable performance expectations, and a timeline for improvement. Managers should evaluate members' performance based on predefined KPIs and share Constructive feedback on both strengths and development areas. Members not meeting performance standards may be placed on a Performance Improvement Plan (PIP) for not more than 3 months with fortnightly reviews. If there is a placement issue, HR will explore alternative roles within the organization

Performance would be assessed as per the below Grid – with Potential being measured on “Y-axis & Performance on “X”- axis.



Step 4: Annual Performance Review

- Annual reviews ensure clarity on members’ roles and contributions to organizational success.
- Managers acknowledge past contributions and set expectations for the upcoming year.
- Members receive feedback on performance strengths and improvement areas.
- Performance reviews impact annual salary increments, where applicable.
- Members on probation or with less than a year of tenure receive structured feedback to guide their development.

Performance Matrix Rating Grid:

| Manager’s Overall Rating on Competencies | Outstanding | Good | Poor |
|--|-------------|---------|------|
| Score | 80 - 100 | 60 - 80 | > 50 |
| Percentage Hike | 10% | 8% | 5% |



ANNUAL PERFORMANCE REVIEW FORM

NON ACADEMIC TEAM

Name:

Department:

Date of Joining:

Designation:

Reporting Manager/ HOD:

Date of submission:

PART A: (Key Performance Indicator's) KPI Assessment

APPRAISEE: Please fill in details of key tasks undertaken by you during this appraisal year in terms of the area of work, your contributions, achievements and your role in the work undertaken.

APPRAISER: Please fill in the Appraiser & Rating and provide additional comments based on your observation of the performance in the work areas. It is important that you provide a feedback to the Appraisee on strengths, areas of improvement and each area of work.



| Annual Key Performance Indicators | Task Involved | Priority Low Medium High | Start Date | End Date | Weightage (%) | Notes/ Comments |
|-----------------------------------|---------------|------------------------------|------------|----------|---------------|-----------------|
| Goal #1: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Goal #2: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Goal #3: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Goal #4: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Please Note: You may add further rows, if required

OVERALL RATING ON ACHIEVEMENT: Please tick ✓ the relevant box

| Annual Key Performance Indicators | Outstanding | Exceeds Expectations | Meets Expectations | Below Expectations | Does not meet expectations |
|-----------------------------------|-------------|----------------------|--------------------|--------------------|----------------------------|
| Achievment level/ Outcome | | | | | |
| % of KPI's Achieved | Above 120% | 101 - 120% | 86-100% | 66-85% | 0-65% |

OVERALL COMMENTS:

| | |
|---------------------------------------|--|
| Manager's Comments on Work Assessment | |
|---------------------------------------|--|



PART B: COMPETENCY ASSESSMENT

This section needs to be filled in by the Appraiser by referring to the Observation Frequency Scale and also provide additional comments based on your observation of the various skills demonstrated by the Appraisee. It is important that Appraiser provides feedback to the Appraisee on strengths and areas of improvements on competencies. However, please do not discuss the ratings with the Appraisee at this stage

Please refer to the Guidelines mentioned below in ANNEXURE I

| Competency | Manager's Rating Scale (1 to 10) (1 being lowest & 10 being the highest) | Manager's Comments |
|------------------------------------|---|-------------------------------|
| Integrity and Professional conduct | | |
| Quality of Work | | |
| Job Knowledge | | |
| Result Orientation | | |
| Accountability | | |
| Initiative | | |
| Teamwork | | |
| Business Acumen | | |
| Management | | |
| Leadership | | |



OVERALL RATING ON COMPETENCIES: Please tick ✓ the relevant box

| Manager's Overall Rating on Competencies | Outstanding | Good | Poor |
|--|-------------|----------|-------|
| Competency Assessment Scale | | | |
| Score | 80 - 100% | 60 - 80% | > 50% |

PART C: OVERALL ASSESSMENT

FOR INTERNAL USE ONLY. PLEASE DO NOT DISCUSS THIS SECTION WITH THE APPRAISEE AT THIS STAGE.

This section is to be filled in by the Appraiser. The FINAL Overall rating should be based on the Overall Performance Score (Part A) and Overall Competency Assessment Score (Part B) over the year using the rating guideline provided below. Please CIRCLE the Overall Appraisal Rating in the matrix given below:



OVERALL RATING ON PERFORMANCE & POTENTIAL: Please tick ✓ the relevant box

| Manager's Overall Rating on Competencies | Low | Medium | High |
|--|-----|--------|------|
| Potential | | | |

PART D: DEVELOPMENT

The **Appraisee** is requested to spend some time in identifying his/ her critical development needs SPECIFIC TO THE CURRENT ROLE which would lead to personal growth and enhancement in productivity at work.

| Areas of development | Suggested Plan of Action by Appraisee | Manager's Comments |
|---------------------------------------|---------------------------------------|--------------------|
| Technical Needs/ Functional Needs: | | |
| Developmental/ Behavioral Needs: | | |

In this section, the employee must summarize the goals/ objectives that he/she is expected to achieve during the coming year.

This section is to be filled by the Appraisee in consultation with immediate supervisor/ HOD as applicable during the course of the performance conversation.

| KPI's for next year | Action points | Measurement | Time Frame |
|---------------------|---------------|-------------|------------|
| | | | |
| | | | |
| | | | |

Please Note: You may add further rows, if required

Appraisee Signature & Date:

Appraiser Signature & Date:

Comments

Reviewer Signature & Date:

Comments

NOTE

While performance management is a continual communication effort, the annual performance review/ appraisal process is designed to ensure:

- Employees have a clear understanding of their current role and how that relates to the University's vision and departmental goals
- Managers should acknowledge employee contributions for the previous appraisal year and should establish their expectations for the upcoming year
- Opportunity for employees to get feedback on their strengths & areas of improvements and understand how to improve their performance and/or develop their abilities in preparation for growth
- Inputs from the performance review will be considered at the time of annual increment cycle, if applicable.
- For faculty/ staff who are on probation/ not completed one year, this process is to provide an opportunity to understand progress on the expected deliverables and to plan priorities for the year.

| | |
|------------------------|---|
| Initiative | Demonstrates a self-starter attitude towards accomplishing tasks. Takes appropriate independent action, addresses issues proactively, engages in problem solving, generates new ideas and solutions and seeks out new responsibilities. Goes beyond expectations, takes action before being asked or before the situation demands action. |
| Teamwork | Works cooperatively and effectively with others to achieve common goals. Participates in building a group identity characterized by pride, trust and commitment. Displays openness to others ideas and thoughts. Treats others with respect. Accepts responsibility for implementation of team goals. |
| Business Acumen | Recognizes that the organization needs to be revenue generating and seizes opportunities to improve the same. Understands the importance of commercial success. Demonstrates awareness of commercial implications. Focuses on cost consciousness and commercial outcomes. Creates new opportunities for commercial opportunities for the University. |
| Management | Establishes well defined performance expectations for staff. Provides timely, effective and meaningful feedback that motivates staff members to improve their performance. Assists employees in eliminating barriers to performance and provides encouragement for skill development. Delegates responsibility appropriately. Ensures cohesiveness of team members' efforts to achieve goals, takes responsibility for resolving team conflict. Recognizes and rewards achievement. |
| Leadership | Establishes clear vision for staff and motivates employees to achieve their goals to support the organizational goals. Demonstrates trust and fairness in all actions by setting the standard and acting as a role model for others to follow. Engages and motivates staff, coaching for peak performance. Promotes a welcoming, inclusive and supportive work environment and fosters continuous improvement. Leads and manages change. Builds and manages relationships across the department and the University. |

GUIDELINES FOR COMPETENCY DEFINITIONS – ANNEXURE I

| | |
|---|--|
| Integrity and Professional conduct | Demonstrates an understanding of the link between one's own behavior and the organization's values. Consistently behaves in an honest, ethical and professional manner. Treats people with respect, courtesy, and sensitivity. Maintains appropriate levels of confidentiality. |
| Quality of Work | Consistently achieves desired outcomes with a minimum of avoidable errors and problems. Meets the work requirements, expectations, and desired outcomes. Ensures adherence to timelines, systems & procedures. Is able to organize work for self and own work unit, based on an understanding of resources available & work priorities. Aware of completion status for team tasks. Can visualize possible problems and plan accordingly. Is able to rearrange activities/ tasks in face of conflicting priorities. |
| Job Knowledge | Possesses and continually updates requisite knowledge and understanding of assigned duties, responsibilities, policies, procedures and compliance requirements to perform their responsibilities. Demonstrates technical skills required for the position. Understands business needs and desired outcomes. |
| Result Orientation | Completes the various assigned tasks with minimal supervision and will seek guidance as required, will persevere for completion of the assignment. Is able to focus on the key aspects of the tasks with assistance. Will seek alternative solutions to problems/blocks and discuss the pros and cons of the alternative solutions. Will coordinate on own initiative, with others to achieve results. |
| Accountability | Takes personal accountability for achieving high quality outcomes. Reliable in performing work assignments and carrying out instructions. Takes ownership of responsibilities, decisions and honors commitments. Delivers outputs for which one has responsibility within prescribed time, cost and quality standards. Clearly defines mutual expectations of self and others, and takes appropriate actions to ensure obligations are met. |



(12) FACULTY DEVELOPMENT POLICY

PURPOSE

The University strongly believes that a well-trained and efficient workforce is crucial for the development of any institution. The University will always strive to attract and retain employees of the highest caliber. To achieve this, the University will recruit all levels of staff strictly on merit and will further provide them with opportunities to advance skills and professional expertise as well as give them adequate exposure.

SCOPE

This policy is for Full-time faculty (employees) only.

FEATURES OF THE POLICY

Teaching staff is encouraged to participate in Faculty Development Programmes like STTPs, paper presentation, workshops, seminars and training programmes.

- For availing this financial support, Dean/ HOD should give recommendations stating how a particular programme is useful for the faculty.
- Faculty members are advised to participate in such programmes during the vacation period.
- However special cases will be considered on recommendations of Dean / HOD and approved by Vice Chancellor/ Pro Vice Chancellors' office.
- If the faculty member is participating in such approved programmes during non-vacational period, Duty leave will be sanctioned for this period. More details are available in the leave policy.



(13) SALARY

1. Purpose

Every employee is entitled to the salary that is fixed as per the offer letter or appointment letter of the organization. This policy provides details on the salary structure and process.

2. Scope

This policy applies to all full time Faculty & Staff (employees) at the University

3. Features of the policy

The various heads on which the Salary of each employee is based is:

- Basic
- HRA
- Other Allowances
- PF* (As per statutory norms)
- Gratuity* (As per statutory norms)
- Income tax (wherever applicable)

4. Attendance and Salary Cycle

- 1) The attendance for preparation and release of salary is taken on monthly basis. The salary is prepared monthly with reference to the attendance records of each employee.
- 2) The salary is typically disbursed by the first working day of the subsequent month and latest by 5th of the subsequent month
- 3) Payment is directly deposited with a designated bank in the individual's account

5. Full Time Employees/ Contractual Employees -

The attendance taken into consideration for preparation of Salary for a month is from 21st of previous month to 20th of present month. The salary is also released on the basis of attendance cycle.

6. Part Time

(a) Adjunct Employees: The attendance taken into consideration for preparation of Salary for a month is from 1st to last day of the month. The salary is also released on the basis of attendance cycle.

(b) Visiting Faculty: The remuneration which is fixed on per session is released on the basis of the number of sessions from 1st to last day of the month. The cycle for payment is by the 2nd or 3rd week of the subsequent month

7. Income Tax

The Financial Year for tax purposes is from 1st April of a given year to 31st March of the following year. The income tax uses assessment year for submission of Income Tax Returns, which is the financial year in which the return is filed.

A salary slip is given to every employee after payroll process showing details of earnings and deductions and the net pay that will be paid to the bank account of the employee.

It is mandatory that all staff must present their investment declaration to the HR latest by the end of May, and final proof for savings by the end of January of each calendar year in order to finalize tax deducted at source for the year.

8. Confidentiality of the information

Salary information is strictly confidential. Only the individual employee, the Head of the Institution or his/ her immediate reporting Head and employees who process salary and benefit administration will have access to the employee's salary information. Employees should not disclose their salaries to persons other than their Head of the Institution or his/ her immediate reporting Head. Employees who have access to salary information in the course of their duties handles the information with extreme care to ensure confidentiality.

(14) PROVIDENT FUND

1. Purpose

The basic purpose of Provident Fund is to provide employees with financial security and stability, particularly during retirement or in case of unforeseen circumstances, by encouraging savings and offering tax benefits.

2. Scope

This policy applies to all the full-time Faculty & Staff (employees) at the University

3. Features of the policy

- a. Members of the teaching staff in an Institution receive the benefit of a scheme for contributory Provident Fund.
- b. The Management frame a scheme which shall provide for the minimum requirement laid down in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time.
- c. The Management shall get such scheme directly from the Government, and convey the approval of the government to the University
- d. The Management's contribution to the Fund shall be equal to the subscriber's contribution every month and it shall be credited to the subscriber's account at the end of each month.



(15) GRATUITY POLICY

Purpose

This policy outlines the guidelines for the payment of gratuity to employees as a token of appreciation for their long-term service with the organization.

Eligibility

Gratuity shall be payable to all permanent employees who have completed a minimum of five (5) years (Minimum of 4 years and 240 days) of continuous service with the organization, in accordance with applicable labor laws.

Calculation of Gratuity

Gratuity shall be calculated as per the following formula:

$$\text{Gratuity} = (\text{Last Drawn Basic Salary} + \text{Dearness Allowance}) \times 15/26 \times \text{Number of Years of Service}$$

Note: Any fraction of a year exceeding six (6) months shall be considered as one full year.

Payment Process

Upon resignation, retirement, termination (except in cases of misconduct), or death of an employee, gratuity shall be processed and paid within the statutory period as per prevailing laws. In case of death or disability of an employee, the minimum service requirement shall be waived, and gratuity shall be paid to the legal heirs or nominee.

Ex Gratia Payment (Less than Five Years of Service)

Employees who leave the organization before completing five (5) years of continuous service shall not be eligible for gratuity. However, the management, at its discretion, may provide an ex gratia payment as a goodwill gesture, based on factors such as tenure, performance, and reasons for separation. This payment shall not be deemed a statutory obligation and will be subject to approval by the management.

Tax Implications

Gratuity payments shall be subject to taxation as per prevailing income tax laws. Employees are advised to consult with a financial advisor for tax-related queries.

Exceptions & Amendments

The organization reserves the right to amend, modify, or discontinue this policy at any time, subject to compliance with applicable laws. Any exceptions shall be reviewed and approved by the management on a case-by-case basis.

(16) TRAVEL POLICY

1. Purpose

The purpose is to facilitate travel related process and some guidelines to provide clarity on the process to be followed when travelling for official work. The aim is also to ensure that our team members' travel in a safe, comfortable and efficient manner while keeping travel costs within budgets.

2. Scope

This policy is applicable to all Staff & Faculty members. It is also applicable to eligible Adjunct Faculty, part time employees and interns.

3. Features of the Policy

(A) Domestic Travel Policy

All travel should ideally be planned, booked and purchased 15 days in advance, with the prior approval of the Department Head. Exceptions from standard policy if any, will require approval from the CFO. A copy of the Travel Request email must be marked to the Department Head.

i) Please note that all ticketing is centralized with the Travel Desk, that will use hotels with previously agreed corporate deals. In case of a place where there is no tie up, hotels will be booked as per the availability & limit.

ii) Please note the travelling from Mumbai (for Mumbai based employees) should be done early morning flight and the return travelling should be preferably in the late evening flight.

iii) Please note, for booking process & related information contact traveldesk@upgrad.com.

| 1) Accommodation (Cost Per night in INR, inclusive of taxes) | |
|--|-----------|
| A CITY | Rs. 6,000 |
| B CITY | Rs. 4,000 |

A tagged Cities: Mumbai, Delhi, Chennai, Calcutta, Bangalore, Hyderabad, Chandigarh

B tagged Cities: All other cities

Key guidelines for travel reimbursement are given below:

| 2) Daily Allowances* (Cost per day includes food & misc. including taxes) | |
|---|-----------|
| A CITY | Rs. 1,200 |
| B CITY | Rs. 1,000 |

*On Actuals – against actual expenses and supportings

| 3) Travel Arrangements (Arrangement will be done by organisation) | |
|---|-----------------------|
| Air travel will be approved | As per HOD's Approval |

| 4) Outstation Internal Local Travel | |
|--|--|
| Economic mode of transportation (public transport/App-based taxis/ radio cabs) | Expenses to be supported with bills/ receipts on actuals |

| | |
|--------------------------------------|---|
| 5) Personal Vehicle for local travel | Rs.12/Km for 4 wheeler Rs.5/km for 2 wheeler |
|--------------------------------------|---|

| 6) Business Entertainment with External stakeholders (Meals) – on approval of HOD | |
|---|---|
| A CITY | Per Person: Rs. 1,500 – Full Meal Rs. 750 – Snacks |
| B CITY | Per Person: Rs. 1,000 – Full Meal Rs. 500 – Snacks |

Note: All bills/ invoices for travel related expenses need to be raised in the entity's name and not in the individual's name.

(B) International Travel Policy

1. Prior sanction of the Management is must for all the international travels.
2. Travel will be via Air - Economy Class
3. Per diem as per UNDP rates approved by the Management from time to time will be paid for the days of actual stay. In case of stay in two cities on the same day, per diem of the later city will be allowed for the full day.

- Upto 20% of Per diem is eligible for Incidental expenses without any bills / receipts / claims

| Daily Allowances (Cost per day includes food & misc including taxes) | |
|--|--------|
| Abroad | USD 75 |

4. Journey Allowance

While travelling abroad, for journeys up to 12 hours, an allowance of US\$50 (one way) and for journeys more than 12 hours, an allowance of US\$100 (one way) will be paid as journey allowance. This is in addition to the per diem for actual stay. Since the journey allowance is being paid, no expenses during transit to airport, at the airports or in airlines will be reimbursed.

5. Other Expenses (on actual basis)

- Visa charges
- Medical Insurance
- Local Conveyance
- Accounts Office will admit only those expenses which are claimed explicitly in the Travel Claim Form.
- Expenses other than lodging, boarding and conveyance are included in the incidentals.
- If hotel bill shows no. of pax to be more than one or a twin sharing or a double bedroom:
 - The person has to certify that there was an official guest accompanying
 - OR
 - Single occupancy (single bedroom) tariff certified by the hotel will be reimbursed
 - OR
 - 50 % of the actual amount will be allowed.
- If food bills mention sharing or no. of pax to be more than one, either 50% of the amount will be allowed or the person has to certify that he was accompanied by an official guest.
- If the booking of hotel is made through online booking sites or travel agents, proof of payment made by the claimant is required.
- The claims must be submitted with the classification of expenditure under the heads – lodging, boarding, travel along with dates

(17) EMPLOYEE WELFARE / BENEFITS

1. Purpose

The policy informs about the guidelines of the benefits provided by the organization for employees' welfare, safety and well-being.

2. Scope

This policy is applicable to confirmed full-time staff & faculty and adjunct faculty, part-time employees and interns where mentioned.

3. Features of the policy

A. Healthcare insurance

The University provides healthcare insurance benefits to employees. The insurance premium for all eligible faculty & staff is paid by the organization. The current policy is applicable to the employee, spouse & 2 children. The health insurance plans may change from time to time, and the plan brochures or contracts are to be considered the final word on the terms and conditions of the employee benefits provided by The Institution. For eligibility requirements, refer to the healthcare insurance plan document.

Employees enrolled in medical insurance plans are subject to eligibility rules and benefits outlined in each medical insurance plan document. Covered employees will lose insurance coverage on separation, termination, death of the employee.

B. First Aid

The University will provide a first aid kit and ensure that at least two staff members are trained on how to use the aid adequately

C. Medical Facility

The university also has an in-house medical centre on campus to take care of general health issues of its staff and students.

D. Security

- A number of measures are in place to ensure adequate security around the university. The entrance to the premises is guarded round the clock.
- The doors to the building as well as those of individual offices are locked after working hours. Staff members expecting to work late or over the weekend should seek permission from the HOD and inform the Administration team

- Staff members working after hours should ensure that all the windows are closed and the lights turned off before leaving.
- No money or valuables should be left unattended.

E. Fee Concession:

- The University provides a 50% concession on tuition fees (Other fees such as exam fees, lab fees, hostel fees, etc. are not covered unless explicitly stated) for up to two children of full-time confirmed members enrolled in any academic program, subject to merit and eligibility.
- Concession is valid only during the tenure of the staff member's service. If the employee resigns or is terminated, the concession will be withdrawn from the next academic term. Students must maintain a minimum academic performance (e.g., pass in all subjects). Concession may be withdrawn for poor attendance or disciplinary issues
- Admissions will be granted strictly on merit, in accordance with the provisions of the ATLAS SKILLTECH University Act, 2021.

F. Loans & Advances

- Members may apply for Loan/Salary advance for exigencies situations only. Loan shall not be considered as the service condition between the organization and the member. The University holds the right to amend the regulations regarding the loans/salary advances or to cease the policy at any time at its discretion. The loan shall be granted subject to fund availability.
- The facility of internal loan/salary advance is extended on exigencies only, subject to HOD Approval.
- Members are eligible to avail the loan upto a maximum off three months of their gross salary and only post completion of one-year tenure with the university.
- The loan mentioned in the policy is Interest-free.
- Tax-liability, if any, on the loan amount will be borne by the member.
- No member should have more than one loan at given point of time.
- The loan should be repaid within 18 months in form of equal monthly installments.
- In case of member wanting to prepay the loan, he/she can put forth the request accordingly. If the member resigns or stops the service for whatsoever reason, he/she has to liquidate the outstanding loan amount before Full & Final settlement.
- The Institution reserves the right to deduct the outstanding loan amount from the Full & Final settlement amount of the member
- The member should fill the form along with proper supporting HOD. If approved, the HOD will take it ahead to the HR department. On final approval it will go the accounts department for disbursement.



LOAN APPLICATION FORM

Name: Ecode:
Department: Date of Joining:
Reason for Availing Loan:

Member's Signature

Reporting Manager/HOD
Signature

Eligibility Amount: Date of Sanction:
Amount of Loan Sanctioned: End date of loan repayment:
No of installments:

To be Approved by:
HR Head

Signature

Amount of Loan Sanctioned: Disbursement Date:

To be Approved by:
Finance Head

Signature

Remarks if any

SALIENT FEATURES:

- The facility of Internal loan/ salary advance is extended on exigencies only, subject to HOD Approval.
- Members are eligible to avail the loan upto a maximum off three months of their gross salary and post completion of one-year tenure with the university.
- The loan mentioned in the policy is Interest-free.
- Tax-liability, if any, on the loan amount will be borne by the member.
- No member should have more than one loan at given point of time.

(18) GRIEVANCE REDRESSAL

1. Purpose

The purpose of the policy is to provide a mechanism for individual employee to raise a grievance arising from their employment.

2. Scope

This policy is applicable for all the faculty & staff.

3. Features of the policy

Any complaint arising out of employment including that relating to unfair treatment, or wrongful exaction on the part of the organization or its authorized representative, shall be addressed to the appropriate authority concerned for redressing the grievance through proper channel.

A Grievance is any complaint by an employee concerning any aspect of the employment. Every employee shall represent his/her grievance for redressal only through proper channel (grievance@atlasuniversity.edu.in). The Institute recognizes the right of employees to express their grievances and to seek a solution concerning disagreements arising from working relationships, working conditions, employment practices or differences of interpretation of policy, which might arise, between the Institute and its employees. In addition, grievances may be filed alleging discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, and status.

Employees who are adversely affected by re-organization, program modification or financial exigency, as approved or determined by the Vice Chancellor/ Pro Vice Chancellors office, shall not be governed by the procedures described in Grievance and Appeals Procedures under the sections of this Manual.

4. Procedure of working

Misunderstandings and difficulties sometimes occur in a work setting. While most of these situations can be handled in the department or unit, a few require special attention. The procedures outlined apply to all employees of the Institute after the completion of two years of employment.

- i. First Level – The employee attempts to remedy the problem through consultation with his / her immediate superior. If, however, the problem pertains with the immediate superior or the employee is not satisfied with the outcome, he / she may proceed to the second level.
- ii. Second Level – The second level includes the Dean/ HOD. Should the employee not be satisfied with the outcome, he / she may proceed to the third level.
- iii. Third Level – If the grievance cannot be resolved at the second level, the employee presents his / her grievance to the Director HR by sharing the grievance detail together with any other further relevant written information. The Director HR shall attempt to resolve the matter by discussing with the Vice Chancellor/ Pro Vice Chancellor's office and that decision will be final.



5. Grievance Committee

This committee will be constituted in order to help the employees, students and parents to record their complaints and get their problems related to academics, resources and personal grievances solved.

6. Suggestion process

For conveying suggestions, same procedure as mentioned above is to be followed. The HODs & Deans will forward the suggestion to the next level with their remarks and final response to the employee will be provided by the HR.



(19) SEXUAL HARASSMENT (PREVENTION, PROHIBITION & REDRESSAL) POLICY

ATLAS SkillTech University (ALTAS SKILLTECH UNIVERSITY HERE IN AFTER MENTIONED AS “University”) is committed to creating and maintaining a secure, congenial and nurturing workplace which is free of all forms of harassment and where all stakeholders, direct and indirect which includes its employees, visitors, customers, vendors, partners are treated with dignity and fairness. The University is committed to promoting a work environment that encourages equality of opportunity and professional growth for all its employees, which is free of any intimidation, oppression and exploitation in its work culture. Our University is committed to ensuring that every individual associated with us is treated with dignity and respect and is accorded equitable treatment.

The Indian Parliament has enacted The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act and Rules, 2013 along with all amendments from time to time (“Act”) with the objective to provide protection against sexual harassment to women at a workplace. The University Grants Commission (“UGC”) has also passed regulations namely University Grants Commission (Prevention, Prohibition and Redressal of sexual harassment of women employees and higher educational institutions) Regulations, 2015 (“Regulation”) (The said Act and the said Regulations are collectively, unless the context implies the contrary, shall together be referred to as “The Law”).

The University recognizes that the Law has been passed as a mere University to provide equal opportunity to work for the women employees as well as students and grant them equality under the Constitution of India. University understands that a healthy academic environment can be seriously impaired when individuals are subjected to discrimination by way of sexual harassment. University is committed to work and provide support towards provision of a safe and conducive academic environment for all its employees and students, regardless of gender. Additionally, it is committed to create an ethos of acceptance and inclusivity such that individuals regardless of their sexual orientation or sexual preferences, individuals belonging to LGBTQIA community and individuals choosing to not be in any of the socially constructed communities and adopting a fluid/non-binary approach feel respected and accepted at the workplace.

In light of the above, University has formulated this Policy as per the Law and, as a healthy practice and as part of internal policies, is also extending the benefit of the law to not only its students as well as women employees but to its other employees who may belong to any gender. Thus, this Policy shall be applicable to all complaints of sexual harassment made by anyone against an employee / student of the University.

OBJECTIVE

The Policy recognizes that sexual harassment of any employee that renders his / her involvement in such workplace unsafe and affects his / her right to work with dignity is a human rights violation and an offence and violates his / her fundamental rights to live with dignity and carry on any profession, trade, or business in a threat free environment

The principal object and purpose of this policy thus, is the following:

- (i) To prevent and prohibit all acts of sexual harassment;



- (ii) To redress and resolve grievances speedily by providing relief to victims and just disciplinary action to the offender of sexual harassment;
- (iii) To ensure and maintain a safe work environment for employees in the organization,
- (iv) To discourage and prohibit gender discrimination, at workplace;
- (v) To recognize the constitutional rights of employees as a human being and a citizen; and
- (vi) To create a society free of sexual offence and abuse through awareness and understanding of this subject.

KEY DEFINITIONS & EXPLANATIONS

The following terms need to be clearly understood in the context of the subject, its redressal and the roles and responsibilities of the University, the victim and perpetrator:

WHAT IS SEXUAL HARASSMENT?

It is an unwelcome inappropriate behaviour (whether directly or by implication) which includes:

- a) Physical contact and advances including touching, deliberately brushing against another person, interference with an individual's normal work movement or assault.
- b) Demand or requests for sexual favours, offensive or unwelcome flirtations, unwanted sexual advances or propositions, threats or suggestive or insulting sounds.
- c) Making sexually coloured remarks containing sexual tones/undertones including repeated sexual innuendoes, sexual epithets, derogatory slurs, sexually explicit jokes.
- d) Showing pornography such as derogatory or sexually explicit posters, cartoons, photographs, magazines, drawings, or other printed items; suggestive objects, pictures; emails, screen savers; or other electronic communications; graphic commentaries and leering or obscene gestures.
- e) Having posters, photographs, paintings, etc in the background with any sexual context while being on video calls
- f) The inappropriate behaviours listed above may be committed either verbally or in written form via letters, video calls/audio calls, phone calls, texts, e-mails, on any social media platform or through any other electronic communication.
- g) Any other unwelcome visual, verbal, or physical conduct of a sexual nature.

These circumstances, among other circumstances, if it occurs or if it is present in relation to or connected with any act of sexual harassment, may amount to sexual harassment:

- a) When either implicitly or explicitly it becomes a condition of the individual's present or future employment
- b) Implied or explicit promise of preferential treatment in employment
- c) Implied or explicit threat of detrimental treatment in employment.
- d) The harassment has a purpose or effect of unreasonably interfering with the work performance or creating an environment, which is intimidating, hostile or offensive

e) Humiliating treatment likely to affect health or safety

Sexual Harassment is not specific to any gender or from any specific gender – it could be Male to Female, Female to Male, Male to Male, or Female to Female or male or female to transgender or any other. Everyone must exercise their own good judgment to avoid engaging in conduct that may be perceived by others as Sexual Harassment. In all the above cases, it is not the intention of the person behaving but the impact on the person who is subjected to such behavior that will matter.

1. WHAT IS A WORKPLACE?

a. “Workplace” shall mean all places where UNIVERSITY’s work is carried out. It does not only include physical workspaces but also spaces from where work is carried out remotely or virtually. For example:

b. All offices or other premises where University’s business is conducted

c. All University related activities performed at any physical or virtual site

d. Any social, business or other functions taking place physically or virtually where the conduct or comments may have an adverse impact on the workplace or workplace relations

a) Any alleged act of sexual harassment committed during or outside of office hours using any mode of communication including video calls/audio calls, phone calls, text, e-mails, on any social media platform or through any other electronic communication etc..

b) Any sexual harassment on any social networking website during or outside of office hours

c) Any place visited by Employee or student or arising out of or during the course of employment with University, including transport services provided by University for undertaking such journey, audio/video conferencing applications or any other communication related tools/applications. For example, Employees or students who are on overseas programs and trainings in course of association employment with the university.

2. WHAT IS A CAMPUS?

“Campus” means the location or the land on which a Higher Educational Institution and its related institutional facilities like libraries, laboratories, lecture halls, residences, halls, toilets, student centres, hostels, dining halls, stadiums, parking areas, parks-like settings and other amenities like health centres, canteens, Bank counters, etc., are situated and also includes extended campus and covers within its scope places visited as a student of the UNIVERSITY including transportation provided for the purpose of commuting to and from the institution, the locations outside the institution on field trips, internships, study tours, excursions, short- term placements, places used for camps, cultural festivals, sports meets and such other activities where a person is participating in the capacity of an employee or a student of the UNIVERSITY.

For the purposes of this policy, unless the context be repugnant thereto, the word “Workplace” shall mean and include both Workplace and University Campus and University Hostels as mentioned above.

3. WHO IS AN EMPLOYEE?

"Employee" means any person employed by the University for reward or wage or in any other campus anywhere in the world in which this policy is applicable, including any teaching or non-teaching staff, temporary, part-time, honorary, employee, interns, volunteers, teacher assistants, research associates, research assistants, all kinds of support staff whether employed or not, including those involved in field studies, projects, short-visits and camps, maintenance staff by whatever name called and would include employees employed on a University or project basis and also employed through contractor or otherwise, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co - worker, a contract worker, probationer, trainee, apprentice or called by any other such name.

4. WHO IS A STUDENT?

"Student" means a person duly admitted and pursuing a programme of study either through regular mode or distance mode, including short-term training programmes in a UNIVERSITY.

Provided that a student who is in the process of taking admission in UNIVERSITY's campus, although not yet admitted, shall be treated, for the purposes of these regulations, as a student of that UNIVERSITY, where any incident of sexual harassment takes place against such student.

Provided that a student who is a participant in any of the activities in a UNIVERSITY other than the UNIVERSITY where such student is enrolled shall be treated, for the purposes of these regulations, as a student of that UNIVERSITY where any incident of sexual harassment takes place against such student.

5. WHO IS A VISITOR / THIRD PARTY?

"Visitor" or "Third Party" includes any person who is visiting the Workplace and is not covered by any of the other categories defined by this Policy. For example, guests coming for physical/online interviews, meetings, events, programs or people walking in for meeting existing Employees, students etc.

6. HOW ARE CONCERNS RELATED TO SEXUAL HARASSMENT REDRESSED

University has constituted an Internal Complaints Committee ("ICC") for receiving and redressing complaints related to Sexual Harassment at Workplace.

a) Constitution of the ICC:

At all times, the ICC shall comprise of the following:

1. A woman faculty member employed at a senior level (not below a Professor) shall be appointed as Presiding Officer of the ICC ("Presiding Officer").
2. Two (2) faculty members and two (2) non-teaching employees, preferably committed to the cause of women or who have had experience in social work or have legal knowledge.
3. Three (3) students, if the matter involves students, who shall be enrolled at the undergraduate, master's, and research scholar levels respectively, elected through transparent democratic procedure.
4. One (1) member from amongst non-governmental Institutions or associations committed to the cause of women or a person familiar with the issues relating to Sexual Harassment. This member shall vacate office upon termination of contract with UNIVERSITY.
5. At least one-half of the total members nominated to the IC shall be women.
6. The Presiding Officer, the members as well as the External member shall be nominated by the Executive Authority.

All ICC members are duty bound to handle all complaints without any bias or partiality towards any party. The term for the IC is a maximum of 3 years.

b) Removal of ICC members:

An ICC member shall be removed / replaced in the event that the IC member:

- i) breaches confidentiality
- ii) has been convicted for an offence or an inquiry into an offence under any law for the time being in force is pending against them
- iii) has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending against them
- iv) has abused their position as to render their continuance in office prejudicial to the public interest
- v) Any vacancy created in the IC due to cessation of employment, resignation, death, disability or removal, as applicable, shall be filled by a fresh nomination by UNIVERSITY in accordance with its guidelines and in conjunction with provision of Law (where applicable).

Details of ICC are given in Annexure 1.

7. WHO CAN FILE A COMPLAINT?

Anyone, of any age or gender, who alleges to have been subjected to any act of sexual harassment by the respondent ("Aggrieved Person") can file a complaint of sexual harassment and the term "Respondent" (i.e. an employee or a student as defined above) shall refer to the person against whom the complaint of sexual harassment has been filed.

8. WHAT IF AGGRIEVED PERSON IS UNABLE TO MAKE A COMPLAINT?

Friends, relatives, Colleagues, Co-students, Psychologist, or any other associate of the victim may file the complaint in situations where the aggrieved person is unable to make a complaint on account of physical or mental incapacity or death.

Any of the persons referred to above, who may file a complaint on behalf of the Aggrieved Person shall be referred to as the "Complainant." Any reference to the term 'Complainant' throughout this Policy shall mean reference to 'Aggrieved Person' and / or the 'Complainant' as applicable.

9. HOW TO FILE A COMPLAINT?

The Complainant can make a complaint of Sexual Harassment to the ICC. The following need to be kept in mind:

- a) The complaint has to be in writing.
- b) The Complainant should provide (if possible) as many specific details as possible including incidents, dates and people that are involved in their complaint. Details with respect to the following may be provided while filing a complaint:
 - i) The alleged event, matter or issue that is subject to the complaint (time/date/place etc.)
 - ii) The name and details of the Respondent against whom the complaint is being filed
 - iii) Names and addresses of the witnesses (if any)
 - iv) Details of documentary evidence (if any) such as Whats App chat records, SMS, E-mails, CCTV Footage, Audio / Video recording etc. and
 - v) Any additional information, documentation or other evidence available to support the complaint (if any)

vi) Complaint must be made within a period of 3 (three) months from the date of incident and in case of a series of incidents, within a period of 3 (three) months from the date of last incident.

vii) The IC, at its discretion, can extend the time limit for receiving a complaint to another period of 3 (three) months if it is satisfied that the circumstances were such which prevented the Complainant from filing a complaint within the first 3 (three) months.

viii) IC will record the reasons for such extension of 3 (three) months in writing. If the Complainant needs assistance in writing the complaint, they can seek help from ICC. The complaint can be submitted electronically at safety@atlasuniversity.edu.in to the IC or with any of the IC members (details provided in ANNEXURE 1). Complaints can also be physically submitted at University with any of the ICC members (Details provided in Annexure 1).

10. WHAT IS THE PROCESS FOR HANDLING COMPLAINTS BY IC?

a) Process for Conciliation:

Prior to initiating an inquiry, the IC may, at the written request of the Complainant take steps to settle the matter between the Complainant and the Respondent through conciliation. The following need to be kept in mind with respect to conciliation:

- i) It is not mandatory for Complainant to request for Conciliation.
- ii) Conciliation cannot be done if inquiry has already started.
- iii) In case a settlement has been arrived at, the IC shall record it and forward it to UNIVERSITY to take action as specified in the recommendation of the IC.
- iv) The IC will also provide copies of the settlement as recorded to the Complainant and the Respondent.
- v) If conciliation has been reached, the IC will not be required to conduct any further inquiry.
- vi) Monetary settlement cannot be made the basis of such conciliation.
- vii) If Complainant feels that the terms of Settlement are not being complied with by the Respondent or action has not been taken by UNIVERSITY, Complainant can make a written complaint to the IC to conduct an inquiry into the complaint.

b) Procedure for Inquiry:

If the Complainant does not wish to go for conciliation or if the conciliation reached between the parties is not complied with, the ICC shall, upon a written request from the Complainant to do so, proceed to make inquiry into the complaint in the manner as provided under the Service Rules and Law, as may be applicable to the Respondent and if no service rules are applicable, then as per the process prescribed under this Policy and the Law. The following need to be kept in mind with respect to inquiry:

- i) On receipt of the complaint, the IC shall send copy of the complaint received from the Complainant to the Respondent within a period of 7 (seven) working days. If the complaint has been received on email, the ICC member shall forward the same to the Respondent, with clear instructions that the same is not to be shared with anyone and strict confidentiality has to be maintained.
- ii) The Respondent shall file the reply to the complaint along with list of documents, and names and addresses of witnesses (if any), within a period of 10 (ten) working days from the date of receipt of the documents.
- iii) If the Complainant or the Respondent desires any witness/es to be called, they shall communicate in writing to IC the names of witness/es whom they propose to call.
- iv) If the Complainant desires to tender any documents by way of evidence before IC, they shall supply copies of such documents. Similarly, if Respondent desires to tender any documents in evidence before IC they shall supply copies of such documents. Both shall affix their signature on the respective documents to certify these to be authentic documents.
- v) The IC shall have the powers to summon and enforce the attendance of any person and conduct an examination, request the discovery and production of documents and / or any other matter which may be necessary for the inquiry process. Any refusal by any Employee or Student of UNIVERSITY to attend any hearing before the IC when summoned or to provide to the IC, any documents and / or information within their power or possession shall constitute as misconduct, rendering such Employee or Student for adverse action by UNIVERSITY.
- vi) The IC shall have the right to terminate the inquiry proceedings or to give an ex- parte decision on the complaint, if the Complainant or Respondent fails, without sufficient cause, to present themselves, for 3 (three) consecutive hearings convened by the Presiding Officer. Such termination or ex-parte order may not be passed without giving a notice in writing, 15 (fifteen) days in advance, to the Complainant or Respondent as the case maybe.
- vii) In conducting the inquiry, at any point of time, the Complaint shall be heard by a minimum of 3 (three) members including the Presiding Officer and the External Member and ICC shall complete the inquiry within reasonable period but not beyond 90 (ninety) days.
- viii) ICC shall notify in writing, the time and dates of its meetings to the Complainant, the Respondent and witnesses.
- ix) All inquiry proceedings will be documented in detail and treated as strictly confidential with restricted viewing only on need to know basis.
- x) Inquiry proceedings shall be minuted / recorded in writing. They may be audio recorded as well (where possible). The minutes / transcribed record of the proceedings and the statement of witnesses shall be endorsed by the persons concerned and IC in token of authenticity thereof.
- xi) All colleagues and witnesses who are part of the IC proceedings will need to sign a confidentiality declaration.
- xii) The Complainant and Respondent shall not be allowed to bring in any legal practitioner to represent them in their case at any stage of the proceedings before the IC.



c) The things ICC shall keep in mind while inquiring into a complaint:

i) The IC shall make an inquiry into the complaint in accordance with the principles of natural justice such that IC shall provide every reasonable and fair opportunity to the Complainant as well as to the Respondent, for putting forward and defending their respective side.

ii) The ICC shall be sensitive to the often covert, private and insidious nature of sexual harassment and shall take into account that often the Complainant may not be able to submit or present direct or corroborative evidence.

iii) The IC shall take note of the respective socio-economic positions of the parties, their hierarchy in the Workplace, and other power differentials while giving recommendation.

iv) While inquiring into a complaint, IC shall take note that in cases of harassment via postings and messages through electronic and social media, the IC shall consider the public humiliation that this involves for the Complainant as well as the unwitting exposure of others who are using this media to circulate such messages and images.

11. CAN ANY ACTION BE TAKEN DURING PENDENCY OF INQUIRY?

During the pendency of an inquiry, on a written request made by the Complainant, the IC may recommend any of the following to UNIVERSITY:

i) Grant leave to the Complainant up to a period of 3 (three) months (the leave granted shall be in addition to the leave the Complainant is otherwise entitled to)

ii) Transfer the Complainant or Respondent to any other workplace or to another section or department to minimise the risks involved in contact or interaction.

iii) Restrain the Respondent from reporting on the work performance of the Complainant or writing their confidential report evaluating the work or performance or tests or examinations of the complainant.

iv) In case the complaint has been filed by an intern or an apprentice working under the Respondent, restrain the Respondent from supervising any official / academic activity of the Complainant and assign the same to another Employee or Student.

v) Direct the Respondent to not communicate with the Complainant in any manner including any mode of electronic communication such as text messages, emails, video/audio calls, on any social media platform or via any other mode of electronic communication.

vi) Ensure that offenders are warned to keep a distance from the aggrieved, and wherever necessary, if there is a definite threat, restrain their entry into the campus;

vii) In case complaint is filed by a Complainant on behalf of the Aggrieved Person, the same benefits as above would apply, depending on facts and circumstances.

The UNIVERSITY reserves the right to require any of the parties to take any leaves during pendency of inquiry any time after receipt of a complaint of sexual harassment until the IC has concluded its inquiry, if required, based on recommendation of IC. Any such decision will be communicated in writing to the party by the UNIVERSITY. This is to ensure that there is no retaliation against any party. The UNIVERSITY reserves the right to require parties to work from home or from an alternate UNIVERSITY location during the pendency of inquiry.

12. WHAT IS AN INQUIRY REPORT AND WHAT ACTIONS CAN BE SUGGESTED UNDER IT?

On completion of inquiry, the IC shall provide a written report of its findings and recommendations to UNIVERSITY within 10 (ten) days from date of completion of the inquiry. Such report shall also be made available to Complainant and Respondent. The inquiry report shall specify details of the allegations against the Respondent, the statements made and evidence presented by the Complainant, Respondent and / or witnesses, IC's findings along with a statement giving reasons for the findings arrived at by the IC and IC's recommendations.

a) In case allegations against Respondent have not been proven:

In the event that the IC arrives at the conclusion that the allegation against the Respondent has not been proved, it shall recommend to UNIVERSITY that no action is required to be taken in the matter.

b) In case allegations against Respondent have been proven:

Where the IC determines that sexual harassment has taken place, to whatever extent, immediate corrective and preventive measures will be recommended. Severity of recommendation will be determined by the first time/ misunderstanding/ habitual offender etc.

1. To take action for sexual harassment as a misconduct as per UNIVERSITY Policy.
2. To take action as per the service rules applicable to the Respondent and where no service rules are applicable to take any action including:

- A written apology from the Respondent
- A letter of warning may be given to the Respondent that will be placed in the personnel file
- Reprimand or censure the Respondent
- With holding the promotion or reduction in rank
- With holding of pay rise or increments
- Immediate transfer or suspension without pay
- Termination from service / dismissal from the services of UNIVERSITY
- Undergoing a counselling session
- Carrying out community service
- Withhold privileges of the student such as access to the library, auditorium, halls of residence, transportation, scholarships, allowances, and identity card
- Suspend or restrict entry into the campus for a specific period
- Expel and strike off name from the rolls of the UNIVERSITY, including denial of readmission, if the offence so warrants.
- Deduction from salary or wages of the Respondent such sum as it may considered appropriate to be paid to the Complainant or to their legal heirs. In case, UNIVERSITY is unable to make deductions from salary of the Respondent due to them being absent from duty or cessation of employment, it may direct the Respondent to pay such sum to the Complainant. In case the Respondent fails to pay the sum, the IC may forward the order for recovery of the sum as an arrear of land revenue to the concerned district officer.

IC may consider various factors as required under Law for the purpose of determining the sums to be paid to the Complainant and may take the following into consideration:

- the mental trauma, pain, suffering and emotional distress caused to the Complainant
- the loss in the career opportunity due to the incident of sexual harassment
- medical expenses incurred by the victim for physical or psychiatric treatment
- the income and financial status of the Respondent
- feasibility of such payment in lump sum or in instalments

UNIVERSITY shall act upon the recommendation given by IC within 60 (sixty) days of receipt of the recommendation.

c) In case it is proven that the Complaint is malicious:

i) If on inquiry, it is revealed that the complaint was made with a malicious intent and with the motive of maligning the Respondent / tarnishing their image in UNIVERSITY or otherwise and/or to settle personal / professional scores, strict action will be recommended by IC against the Complainant. Hence, in case IC arrives at a conclusion that allegation against the Respondent is malicious or Complainant has made the complaint knowing it to be false or has produced a forged or misleading document, IC may recommend to UNIVERSITY to take an action applicable to Respondent if the complaint was genuine. In this regard, IC may recommend any of the actions specified above (As applicable).

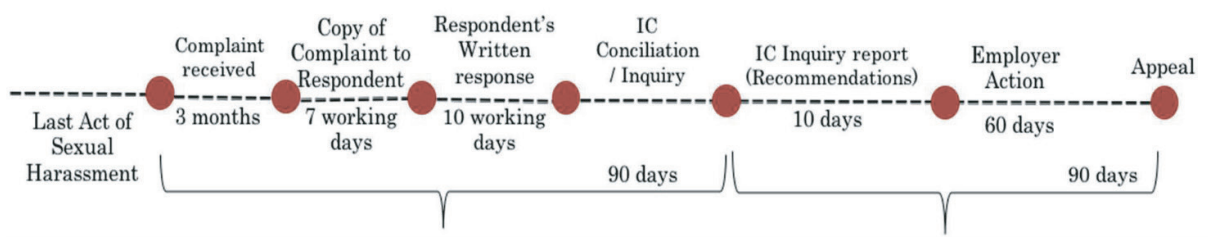
ii) A mere inability to substantiate a complaint or provide adequate proof need not attract action against the Complainant as the malicious intent on the part of the Complainant will have to be established through the inquiry process before an action against such Complainant is recommended.

13. PROCEDURE FOR FILING AN APPEAL

In case the inquiry process is conducted by the IC and the Complainant is a woman employee or a student, any party aggrieved (Complainant or Respondent) by the recommendations of the IC and / or non-implementation of recommendations may file an appeal to the Appellate Authority as per service rules and/or as per other provisions of Law within 90 (ninety) days of the recommendations.

In case the inquiry process is conducted by the IC and the Complainant is not a woman employee or a student, any party aggrieved (Complainant or Respondent) by the recommendations of the IC and / or non-implementation of recommendations can get in touch with the committee members, who will review the appeal.

TIMELINES



14. CONFIDENTIALITY

All discussions / decisions pertaining to an incident of sexual harassment must be kept confidential. Therefore, contents of the complaint made, the identity and addresses of the Complainant, Respondent and witnesses, any information relating to conciliation and inquiry proceedings, inquiry report including recommendations of the IC and action taken on the Respondent shall not be published, communicated or made known to the public, press and media in any manner. However, information may be disseminated regarding the justice secured to any victim without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Complainant and witnesses.

Appropriate information will be shared with Government authorities as per the Act. If any person breaches confidentiality, they shall be liable for penalty as per service rules and / or Law. UNIVERSITY shall recover a sum of rupees five thousand (5,000) as penalty from such person and may take any other action as it may deem fit.

15. PROTECTION AGAINST RETALIATION

There will be no retaliation against anyone who, in good faith, files a complaint or participates in any way in the inquiry of a complaint. UNIVERSITY will not allow retaliation against that person. Individuals engaging in retaliatory conduct will be subject to strict disciplinary action and if necessary legal action and/or a police complaint. If you suspect that you or someone you know has been retaliated against for raising an issue, immediately contact the IC.

16. AVAILABILITY OF MENTAL HEALTH PROFESSIONALS

The University shall provide assistance, such as availing services of a mental health professional through the Counselling Department, to any of the concerned parties on request as may be required from time to time.

17. RESPONSIBILITIES OF EMPLOYEES AND STUDENTS

- a)** Everyone has a personal responsibility to ensure that their behaviour is not contrary to this Policy.
- b)** Set an example of dignified workplace behaviour and ethical standards in line with UNIVERSITY's values and code of conduct.
- c)** To be mindful of professional and personal boundaries while performing your duties for the UNIVERSITY and representing the UNIVERSITY.
- d)** Create and sustain a healthy work environment.
- e)** Do not ignore or allow an inappropriate behaviour to continue regardless of who is creating that situation.
- f)** Support and cooperate during any inquiry of a complaint, including testifying as witness and giving full and truthful disclosure of all factual information when asked by the IC, while ensuring that complete confidentiality is maintained throughout, about any complaint of sexual harassment within UNIVERSITY.
- g)** Be aware that UNIVERSITY will take allegations seriously and will ask their cooperation in an inquiry if they bring a complaint forward.
- h)** Handle information related to known or suspected violations of this Policy in a discreet and confidential manner and not attempt to investigate / inquire into the information or suspected violations of this Policy on your own i.e. without involving the IC.
- i)** Report any inappropriate behavior to IC immediately.
- j)** Do not misuse the policy or the law by filing malicious complaints for settling personal scores, seeking revenge or for personal gains and benefits etc.

k) With respect to virtual functioning:

- (i) Ensure that video/audio calls are scheduled during working hours as much as possible.
- (i) State the preferred modality (video or audio) while scheduling the meeting/ blocking other person's calendar & allow for flexibility for the individual to confirm
- (ii) Seek consent before requesting for a video call for a one on one conversation
- (iii) Do not insist on video calls where not necessary, and/or if your colleague/s expresses difficulty in joining via video call.
- (iv) While on video/audio calls, be mindful of the professional boundaries, and do not initiate conversations/jokes that could make others uncomfortable.
- (v) While on video calls, ensure that a professional dress code is followed, and the background does not have anything inappropriate.
- (vi) Do not share/forward inappropriate or offensive posts or images on team chat or social media, etc
- (vii) Do not forward any personal message, image, or video sent to you without sender's consent
- (viii) Do not repeatedly send messages to engage in personal discussions, comment, like on posts, pictures etc. in absence of any positive, enthusiastic
- (ix) Do not engage in online bullying, stalking or harassment.

18. RESPONSIBILITIES OF THE ICC

- a) Receive and address complaints of sexual harassment and inquire into complaints in detail
- b) Assist Complainant in filing the complaint, in case the Complainant is unable to do so.
- c) Inquiry shall be a priority for an IC member.
- d) Ensure quorum of minimum three(3) members is met during all Inquiry meetings, with mandatory presence of the Presiding officer at all inquiry meetings.
- e) Seeking consent from involved parties and witnesses for audio/video recording of the inquiry proceedings.
- f) Follow the principles of natural justice and treat the Complainant, Respondent, witnesses and related persons to the inquiry with dignity and respect and give both the Complainant and the Respondent a fair opportunity to make their submissions. All members of the IC shall be acting without any prejudice or bias while conducting inquiries or dealing with complaints of sexual harassment in any other manner.
- g) Make efforts to ensure that the Complainants and the witnesses are not further victimized or discriminated against while the complaint is pending.

- h) Recuse themselves from their assigned job for the purpose of conducting an Inquiry if there is conflict of interest or a bias coming in the way of conducting a fair Inquiry.
- i) Take appropriate measures to ensure confidentiality of the inquiry process while conducting inquiry physically or virtually.
- j) Document in detail all the inquiry proceedings and the inquiry report.
- k) Refrain from talking about a potential, pending or completed case of sexual harassment to any member directly or indirectly connected to any form of media, including print, Television, online media etc.
- l) Review the status of all complaints received.
- m) Recommend action against anyone who threatens or intimidates the Complainant or members of the IC.
- n) Read and acquaint themselves with the Policy and attend trainings on this subject matter.
- o) Compile annual reports and submit to the concerned authorities.
- p) In the event, the complaint does not fall under the purview of sexual harassment or the complaint does not mean an offence of sexual harassment, forward the same to the concerned person / committee.

19. UNIVERSITY'S RESPONSIBILITIES

- a)** Publicly notify the provisions against sexual harassment and ensure their wide dissemination.
- b)** Organise training programmes or as the case may be, workshops for the officers, functionaries, faculty and students, as indicated in the SAKSHAM Report (Measures for Ensuring the Safety of Women and Programmes for Gender Sensitization on Campuses) of the Commission, to sensitize them and ensure knowledge and awareness of the rights, entitlements and responsibilities enshrined in the Act and under these regulations.
- c)** Act decisively against all gender based violence perpetrated against employees and students of all sexes recognizing that primarily women employees and students and some male students and students of the third gender are vulnerable to many forms of sexual harassment and humiliation and exploitation.
- d)** Publicly commit itself to a zero tolerance policy towards sexual harassment.
- e)** Create awareness about what constitutes sexual harassment including hostile environment harassment and quid pro quo harassment.
- f)** Include in its prospectus and display prominently at conspicuous places or Notice Boards the penalty and consequences of Sexual Harassment and make all sections of the institutional community aware of the information on the mechanism put in place for redressal of complaints pertaining to sexual harassment, contact details of members of Internal Committee, complaints procedure and so on.

g) Any existing body already functioning with the same objective as the IC would be reconstituted as the IC.

- Provided that, in the latter case, the UNIVERSITY shall ensure that the constitution of such a Body is as required for IC under the said Regulations.

- Provided further that such a Body shall be bound by the provisions of the said Regulations.

h) Inform employees and students of the recourse available to them if they are victims of sexual harassment.

i) Organise regular orientation or training programmes for the members of the IC to deal with complaints, steer the process of settlement or conciliation, etc., with sensitivity.

j) Proactively move to curb all forms of harassment of employees and students.

k) Be responsible to bring those guilty of sexual harassment against its employees and students to book and initiate all proceedings as required by law and also put in place mechanisms and redressal systems like the IC to curb and prevent sexual harassment on its campus.

l) Treat sexual harassment as a misconduct under service rules and initiate action for misconduct if the perpetrator is an employee.

m) Treat sexual harassment as a violation of the disciplinary rules (leading up to rustication and expulsion) if the perpetrator is a student.

n) Ensure compliance with the provisions of these regulations, including appointment of IC, within a period of sixty days from the date of publication of these regulations. Monitor the timely submission of reports by the IC.

o) Prepare an annual status report with details on the number of cases filed and their disposal and submit the same to the the relevant authorities.

20. SUPPORTIVE MEASURES FROM THE UNIVERSITY:

a. The UNIVERSITY must mandatorily extend full support to see that the recommendations of the IC are implemented in a timely manner. All possible institutional resources must be given to the functioning of the ICC, including office and building infrastructure (computers, photocopiers, audio-video, equipment, etc.), staff (typists, counselling and legal services) as, well as a sufficient allocation of financial resources.

b. Vulnerable groups are particularly prone to harassment and also find it more difficult to complain. Vulnerability can be socially compounded by region, class, caste, sexual orientation, minority identity and by being differently abled. IC sensitive to such vulnerabilities and special needs.

c. Since research students and doctoral candidates are particularly vulnerable the UNIVERSITY must ensure that the guidelines for ethics for Research Supervision are put in place. UNIVERSITY shall conduct a regular and half yearly review of the efficacy and implementation of this policy.

d. Counselling services shall be institutionalised in UNIVERSITY.

e. Adequate lighting shall be there in campus, infrastructure and maintenance

f. Adequate and well trained security including a good proportion or balance of women security staff is necessary. Security staff must receive gender sensitization training as a part of conditions of appointment.

g. UNIVERSITYs shall ensure reliable public transport, especially within large campuses between different sections of the UNIVERSITY, hostels, libraries, laboratories and main buildings, and especially those that do not have good access for day scholars. Lack of safety as well as harassment is exacerbated when employees and students cannot depend on safe public transport. Reliable transport shall be considered by UNIVERSITYs to enable employees and students to work late in libraries, laboratories and to attend programmes in the evenings.

h. Adequate health facilities shall be available in the UNIVERSITY. In the case of women this must include gender sensitive doctors and nurses, as well as the services of a gynaecologist.

i. UNIVERSITY shall extend their activities to include gender sensitization programmes in consultation with ICs and help to disseminate antisexual harassment policies on campuses on a regular basis. The 'cultural' space and the 'formal academic space' need to collaborate to render these workshops innovative, engaging and nonmechanical.

21. AMENDMENTS

UNIVERSITY reserves the right to amend the Policy from time to time in order to comply with any laws / rules / regulations that come into effect from time to time, related to sexual harassment at workplace. This Policy shall be reviewed bi-annually or as and when key issues get raised to incorporate amendments.

This Policy does not intend to create any contractual obligation for or with UNIVERSITY, and in case of dispute with the Law and the Policy, the Law shall prevail.



(20) SUPERANNUATION / RETIREMENT POLICY

1. Purpose

The purpose of this policy is to set out the procedure followed by the institution for effecting retirement of the employees upon attaining the age of superannuation and provide advice and guidelines in relation to retirement.

2. Scope

This policy is applicable to all staff & faculty.

3.Features of the policy

The retirement age from the University will be on completion of 62 years of age. It can be extended to 65 years of age at the discretion of the University provided that the University shall be satisfied with the concerned employee's mental/ physical fitness for the efficient performance of duties. Any further extension of employment beyond 65 years would be purely at the discretion of the University

The actual date of relieving from the services of the Institution due to retirement shall be on the closing hours of the Institution's last working day of that calendar month in which the retiring employee's 62nd birthday falls (As defined by proof of age/birth document submitted at the time of joining) or the age that is proposed by the management and agreed by the employee.

Reemployment beyond the age of Superannuation shall, however be done selectively purely on the basis of merit, experience, area of specialization and peer group review against available vacant positions.

Benefits Entitlement upon Retirement:

All employees shall avail regular benefits of Provident Fund, Gratuity, leave encashment, and other admissible benefits as per Institution's policy.

- Gratuity: As per Payment of Gratuity Act-1972
- Pension: As per Employee Pension Scheme provided by EPFO
- Provident Fund: As per Employees' Provident Funds and Miscellaneous Provisions Act-1952



(21) SEPARATION POLICY

1. Purpose

The purpose of the policy is to lay guidelines that should be followed at the time of separation of the employee from the Institution due to any of the reasons mentioned below:

- **Resignation**
- **Termination**

2. Scope

This policy is applicable to all full time faculty (employees).

3.Features of the policy

An employee cannot discontinue his/her service with the University without serving a prior notice in official writing about his intentions to cease the service to the line manager with a copy to HR department.

Termination of this contract requires the Employee to hand over all assignments, projects, course, outlines, and course materials to the Dean/ HOD.

At the sole discretion of the Organization employee services are liable to be terminated without any notice or salary in lieu thereof in the event of your involvement in any serious misconduct, unsatisfactory job performance, and violation of Organizations policies, misdemeanor or any offence which may or may not be directly connected with the Organization.

Reasons for Employee Terminations include:

- a. Resignation
- b. Misconduct of any offense involving moral turpitude, integrity, insubordination, absenteeism, theft, fraud, sexual harassment, assault, violence, intoxication, or fail to observe the University's Code of Conduct or any other policies of the University.
- c. Breach of the University's Confidentiality Agreement.
- d. Violation of the University's Standard of Conduct and Ethics.

Other involuntary termination:

- i. Layoff
- ii. Long Term Disability
- iii. Unsuccessful completion of probationary period

Employees terminated for the following reasons will not be considered for future employment at the University:

- a. Unsuccessful Completion of Probationary Period;
- b. Failure to Report;
- c. Falsification of Information;
- d. Absenteeism;
- e. Possession of/Concealing a Weapon;
- f. Misuse of Data Systems;
- g. Theft;
- h. Fighting;
- i. Insubordination;
- j. Disclosure/Misuse of Confidential Information;
- k. Damage/Loss/Misuse of University Property;
- l. Abusive/Threatening Behavior/Language;
- m. Failure to Comply with University Policies and Procedures;
- n. Possession/Use of Intoxicants; and
- o. Unsatisfactory work performance.

4. Notice Period

The notice period should be as follows in case of resignation:

| Category | Notice period |
|--------------|--|
| Teaching | 3 months (extendable to the end of the semester) |
| Non Teaching | 2 months |

▪ The details of Notice period are mentioned in the employees' Appointment letters

1. The duration of the notice period shall begin when the employee serves the resignation in writing to the reporting manager and HR and is subsequently accepted.
2. Employees shall complete the entire notice
3. Any changes in the notice period are at the sole discretionary of the management decision.
4. Employees who fail to serve the notice period or stay absent without prior notice will neither be eligible for the Full & Final settlement of dues nor will get the letter of experience.
5. Employee who resigns during the academic semester will be relieved after academic sessions keeping in mind the interest of the students or he/ she may be relieved earlier only in exceptional cases.
6. Employees are not allowed to take any leaves in the notice period. However, in cases of exceptions, the employee may be allowed to take the APL with prior approval of the reporting manager
7. Last Working
 - The final working day is mutually decided between the reporting manager, HR & the concerned employee
 - In case the last working is falling on a holiday/break, the employee should be relieved a day prior to the holiday/break.

5. Handover & Clearance of dues

- I. Separating Faculty & Staff shall complete his/ her work and commitments before the relieving date.
- II. It is mandatory for the separating Faculty/staff to his monetary dues like loans, advances etc. taken from any of the entities of The Institution.
- III. Prior the full & final settlement the faculty/staff should hand over any returnable or leased property of The Institution
- IV. Every separating Faculty/staff is required to fill two types of forms on their last day
 - Exit Interview form
 - Property Clearance Checklist
- v. The separating faculty/staff should provide the contact details for future correspondence in case the necessity arises

6. Employee Exit Interview

Employee exit interview policy presents the method of gathering useful information about The Institution from faculty & staff who resign. The exit interviews are designed to know about the perception of employees who are parting ways with the organization. When faculty & staff leave university, they may feel more comfortable sharing experiences they had while working for the university. Each Faculty & Staff member separating from The Institution will go through an exit interview. It is HR's responsibility to initiate and complete the exit interview process for the Employee.

7. Full & Final Settlement

The employee will hand over the charge together with all the property/ material of the organization in his/her possession, custody or charge at the time of cessation of employment, such as identity card, data-bases, files, books, magazines, reports & records, documents, manual, audio/video tapes, floppies/-discs, tools, instruments, etc, before the last payment of outstanding wages is released. The value of all shortages and/or damages to any property shall be recoverable from the employee, including adjustment against whatever dues are payable to him/ her. The employee will be required to compensate the management for all losses/damages caused by him to the official promises and all movable property therein.

At the time of leaving services, the employee shall have to obtain a Successful handover completion/ No due confirmation from the each concerned department. The Full & Final settlement will be only after confirmation from all concerned departments, within 45 days of last working day.

Failure to comply with any of the above provisions shall entitle the management to withhold the employee's due to make appropriate deductions therefrom, and to take such other action as may be deemed fit, which also includes the initiation of legal proceedings in the court of law.



ANNEXURE

EXIT FORM

Instructions to Complete the Checklist This is a mandatory form to be completed by the resigned/ terminated employee on/before their last working day in the institution.

- On completion, the form must be duly signed by the concerned Reporting authority Un-signed forms will not be accepted.
- Full and Final Settlement will be processed only on receipt of this form and the supporting documents.

Employee Details

| | |
|-------------------------------|--|
| Employee Code | |
| Name | |
| Date of Joining | |
| Reporting to | |
| Resignation Date | |
| Last Working Day | |
| Notice Period Served (Yes/No) | |
| If not, action to be taken | |
| Office Location | |
| Contact Address | |
| Contact Number | |
| Alternate Email ID | |

| Serial No. | Particulars | Handover | Submitted To | Submitted(Yes /No) | Receiver's |
|------------|----------------------------------|---|--------------|--------------------|------------|
| | | | | | Signature |
| 1 | HR Handover | Resignation Letter/Email–Original | | | |
| | | Identity Card | | | |
| | | Notice Period served/waived | | | |
| | | (In case of waiver–please mention reason) | | | |
| | | Any Salary to be adjusted | | | |
| | | Any other loans/advances recoverable | | | |
| | | Deletion from insurance policy | | | |
| | | Deactivate | | | |
| | | Exit interview | | | |
| | | PF Form–Transfer /Withdrawal | | | |
| | | Investment Proofs | | | |
| | | Business Cards | | | |
| 2 | IT Handover (Assets) | Laptop & Charger and Bag | | | |
| | | Data Card | | | |
| | | Keys | | | |
| | | Mobile Handset and SIM Card | | | |
| | | Pen Drive and Hard Disk | | | |
| | IT Handover (Access/permissions) | Password of System | | | |
| | | Discontinuation of Email | | | |
| | | Application of Forward rule to email | | | |
| | | Remove from what's App groups | | | |
| | | Remove from core email id | | | |
| 3 | Department Handover | Department File, Manuals, Paper Documents, data backup, etc | | | |
| 4 | Library Handover | Library Card, Library Book(s), Journal/ Manuals, etc | | | |
| 5 | Finance | Pending Expense Claim, If any | | | |
| | | Advance taken from Company | | | |
| | | Loan taken | | | |
| | | Cash / Credit card | | | |
| | | Inventory | | | |
| | | Any other company assets | | | |

I confirm that I do not have any pending dues towards the institution and I have provided the correct information to be able to process my Full & Final Settlement.

| | |
|----------------------------------|------|
| Signature of employee | Date |
| Signature of Reporting Authority | Date |
| Signature of HR | Date |



EXIT INTERVIEW FORM

Employee Name:

Position:

Date of interview:

What are the reasons for leaving?

Select one or more:

- | | | |
|--|---|--|
| <input type="checkbox"/> Higher pay | <input type="checkbox"/> Better benefits | <input type="checkbox"/> Better career opportunity |
| <input type="checkbox"/> Improved work life balance | <input type="checkbox"/> Career change | <input type="checkbox"/> Closer to home |
| <input type="checkbox"/> Conflict with other employees | <input type="checkbox"/> Conflict with managers | <input type="checkbox"/> Family and/or personal |
| <input type="checkbox"/> Company instability | <input type="checkbox"/> Other | |

■ Comments

Please let us know a few things about:

The Job itself

| | Strongly Disagree | Disagree | Agree | Strongly Agree |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Job was challenging | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| There were sufficient opportunities for advancement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Workload was manageable | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Sufficient resources and staff were available | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Your colleagues listened and appreciated your suggestions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Your skills were effectively used | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| You had access to adequate training and development programs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | — | — | — | — |

■ What do you think can be improved about the job?



Remuneration & Benefits

| | Strongly Disagree | Disagree | Agree | Strongly Agree |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| The salary was adequate in relation to responsibilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Salary was paid on time | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other benefits were good | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Work-life balance was promoted and practiced | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The company's superannuation fund returned good results | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- What improvements, other benefits could the company offer?

The Company

| | Strongly Disagree | Disagree | Agree | Strongly Agree |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| When you started, did the induction help and was it accurate | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Was a good and positive environment to work in | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Had adequate equipment to do the work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Got on well with other staff within the company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| There were sufficient staff to cover the work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The company was efficient in its dealings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Internal communication worked well | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| There was no bullying or harassment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| There are adequate parking facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The business did not discriminate against any employee | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- What do you think can be improved about the Department and Company?

Supervisor / Line Manager

| | Strongly Disagree | Disagree | Agree | Strongly Agree |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Had sufficient knowledge of the job | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Is experienced in supervision | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Was open to suggestions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recognized and acknowledged achievements | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Acknowledged employees contributions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Offered and promoted ways to develop | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Provided constructive feedback | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Clearly communicated management decisions and how they would affect your work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Maintained a professional relationship with you | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- What are your suggestions or improvements to your Supervisor?

Management

| | Strongly Disagree | Disagree | Agree | Strongly Agree |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Gave fair and equal treatment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Was available to discuss job related issues | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Encouraged feedback and suggestions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Maintained consistent policies and practices | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Provided recognition for achievements | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Gave opportunities to develop | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Provided constructive feedback | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Clearly communicated decisions and how they would affect your work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- What are your suggestions or improvements to Management?

Thank you for completing this information. Your responses will be treated with total confidence.

(22) RESEARCH POLICY

Introduction

Scope/ Applicability of the Policy

This document on ATLAS SkillTech University Research Policy Guidelines will be applicable to all ATLAS faculty, staff and students involved in any form of research activity.

Policy Statement

ATLAS SkillTech University is committed to be a Research and Innovation Driven University. The aim of the University is to see India become a global knowledge superpower through education, research and innovation. The main goals are to groom Ideators, creators, inventors, discoverers, philosophers, leaders of tomorrow. To attain this goal, it is absolutely essential to pursue cutting-edge basic, targeted, and applied research in all domains/ faculty of studies in a transparent, responsible and ethical manner. This would provide for the advancement of knowledge and development of novel processes, technologies, services and products of today and for tomorrow. It is equally important to ensure that the products and outcomes of such research are appropriately disseminated to reach the widest possible audience at both national and global levels. This policy provides a set of guidelines for conduct of research at all levels and is applicable to all full-time, part-time as well as contractual employees of the University and all students, whether full- time or part-time, of the University who may be involved in any form of research activity.

Rationale

1.3.1. ATLAS SkillTech University considers transmission of knowledge and conduct of scholarly inquiry as the central functions of the University that is dedicated to research and innovation. These functions require that the faculty, scholars and students are guaranteed certain degree of freedoms and that they too accept certain obligations and responsibilities, correspondingly.

1.3.2. ATLAS SkillTech University policy ensures that individual scholars are free to select/choose their broad and narrow disciplines, or inter-disciplinary perspectives to narrow down the subject matter of their research, and to seek support from other schools, centres and institutes within the university or outside to source for their work. They are also free to form their own opinion, theories, explanations, findings in their research report where they draw certain conclusions.

1.3.3. It is imperative and important to emphasize that all research reports and publications arising out of the University research and Degree Programme must carry the correct affiliation (ATLAS SKILLTECH UNIVERSITY) in the credit/address tag lines in the published versions as books, research papers, book chapters, articles, on-line or off-line reports and marketing documents.

1.3.4. The research findings, outcomes and conclusions are open to both internal (Research Sub-Committee mechanism) and external scrutiny (by individuals and agencies that assess and evaluate innovations, proposed patents and research). All research reports are also open to criticism as required by the University's Policy on Openness in Research.

1.3.5. University Research Policy does not allow the use of a research or survey methodologies or techniques that are in violation of professional ethics pertaining to the health, safety, privacy, and other personal rights of human subjects or to the infliction of injury or pain on animals and living organisms.

1.3.6. As a responsible Higher Education Institution (HEI) of distinctive perspective, the university is committed to offer an environment that is conducive to research in all fields of knowledge cultivation. However, because of limitations on both infrastructures, funding and manpower requirements, the University cannot support all research demands. The university allocates lab, library, design table and drawing and sculpting board spaces and facilities, and other resources such as its own funds to match with that of the funding agencies for research Programmes depending on the merits of the research proposals.

1.3.7. The University does not encourage any speculations or discussions on any kind of platform (including social media) concerning the political or moral impropriety or the uses which might be made of its results of research. The university would provide fora in the form of a 'University Research Committee' for discussions of this nature if need arises, and if there arises controversies in this respect.

1.3.8. It is also mandatory to ensure that ASI research platforms are not used to argue against the widely acclaimed research positions or against the universally accepted international laws and provisions.

1.3.9. The above principles circumscribe the University's role with respect to University connected research. They are not intended to diminish the individual researcher's personal responsibility to assure that the conduct of research, the sources of funding for the same, and its perceived applications are consistent with the individual researcher's judgment and conscience, and with both established professional ethics and national security and national interest. The researchers are required to abide the various guidelines and norms issued by the DST (Department of Science & Technology), DBT (Department of Biotechnology), Science and Engineering Research Board (SERB) and/or Ministry of Electronics and Information Technology, Government of India and other Ministries of State and Central Governments as per the domain of research.

Research Objectives

The university envisages its faculty to be an important stakeholder in achieving the research goals of the university. This is expected to be achieved through their primary commitment towards teaching, research, consultancy, mentoring, industry connect and other activities that are in consonant with the values and principles of the university. The university attaches utmost importance to collaborations with external universities, research institutes, and industry and government bodies both nationally and internationally. It is desirable and also expected of the faculties to involve themselves in meaningful outcomes based research through collaborations with internal and external agencies beyond the campus activities that may benefit ATLAS SkillTech University. The faculties are expected to undertake research in addition to their teaching and administrative activities. All research activities to be undertaken have to adhere to the research policy of the University. The objectives of the policy are stated below-

- 1.4.1. University affirms itself to be an Innovation driven University.
- 1.4.2. University affirms that research will be an integral activity at the University.
- 1.4.3. Maintain high standards for the research undertaken.
- 1.4.4. Enhance the quality of research undertaken.
- 1.4.5. Maximize funding support through external sources/agencies.
- 1.4.6. Create an effective, an efficient and transparent process mechanisms to enhance the quality of research outcomes.
- 1.4.7. Create a research ecosystem for the conduct of high-standard original research by all individuals affiliated to the university.
- 1.4.8. Provide a facilitating environment and continued support to all individual affiliated to the university to pursue original research.
- 1.4.9. Translate new knowledge, tools, inventions, discoveries and innovations gained through original research within the university ecosystem into products and services for commercialization or for the benefit of the society.
- 1.4.10. Ensure the protection of Intellectual Property (IP) gained through the pursuit of original research conducted within the University ecosystem.
- 1.4.11. Integration of the research activities of the students into the research focus of the university.
- 1.4.12. Create a transparent and accountable Research Management System (RMS).
- 1.4.13. Encourage and facilitate research collaborations nationally and internationally.
- 1.4.14. Create robust processes for the effective dissemination of research activities and achievements of the university research outcomes.
- 1.4.15. Enhance the standing of the university in the international arena based on the research calibre and outcomes.

Research Management

The research ecosystem of the university will be managed through two different committees.

1. University Research Committee (URC) - Advisory Role
2. Research Monitoring Committee (RMC)

The composition of the URC

The URC will be headed by Vice chancellor or his nominee. It will include seven leading research faculty members and three eminent experts from outside the university. In the absence of the Dean Research, Dean Academics will be chairing the URC meeting. URC will be meeting twice a year to review research progress, offer critical comments and suggest corrective measures to enhance the quality of research activities of the University. The term of the URC committee will be for three years. The same members may be continued another term. Members can be replaced in case of non-availability of existing members. The five external members will be chosen by the Vice Chancellor, from a Panel of names as may be suggested by the Pro-Vice-Chancellor, Dean Research and Dean Academics.

The composition of the RMC

The composition of the RMC will be decided by Vice Chancellor and Pro-Vice Chancellor.

1.5.3. The role and function of the URC

To make recommendations to the academic council on matters related to research promotion and infrastructure.

The core and ancillary competencies of individual faculty members are to be mapped comprehensively by URC. This would enable to identify the research potential and maximize the research output.

The extent of university support for research activities by individual faculty members will be based on systemic evaluation of research outcomes on peer review. It is expected from the researcher to ensure potential benefits to the University.

URC will also facilitate custom made Faculty Development Programs to enhance the quality of research processes and outcomes.

There could be school wise Research committee to monitor and comprehensively collect data and share data with the URC and RMC. Such Sub-Committees will also decide on the Long and Short-term Research Strategies in specific areas as well as monitor and review research work within each school

Dean Research

The position of the Dean Research will be under the purview of will be created to implement the research programmes of the university.

Cells under the URC and RMC

Under the purview of vice chancellor there will be 6 cells.

Research Cell – URC is the umbrella body

Innovation Cell- To guide the innovative practices across the university Incubation Cell- To enable establishment of new start-up ecosystem Entrepreneurship Cell- To enable entrepreneurship

among faculty and students. Intellectual and Property Rights Cell- To assist in intellectual content creation Consultancy Cell- To assist and enable consultancy activities of faculty

Each Cell to have a separate policy document which are part of this policy.

Overview: Rights & Responsibilities

2.1. It is expected that faculty and Project Investigators (PIs) will conduct their affairs so as to avoid or minimize conflicts of interest, and should there be any actual, potential or perceived conflicts between one's private beliefs and interests and her/his professional obligations to the university, such matters should be properly and promptly revealed by the Faculty, Staff and PIs to the University administration so as to resolve any issues before engaging in research, development and innovation activities.

2.2 Research Policies should be able to help all faculty and researchers in deciding as to what extent their individual and group activities may conflict with the faculty's primary commitment to teaching, research and other responsibilities ; to educate faculty, research staff and Primary Investigators about situations that generate the potential for conflicts of interest or conflicts of commitment; to clarify expectations about disclosing such interests and activities that might result in conflicts; to identify means to manage, reduce or eliminate such conflicts; and finally to promote the best interests of students and others whose work depends on the direction of our faculty and Investigators.

2.3 The general principle in this matter is fairly simple and straightforward. If a faculty member, research staff or Investigator has a query or a question about whether an activity is permitted under the University Research Policy, the faculty member or Investigator should disclose the potential or appearance of conflict to and seek guidance from his or her School dean and the Office of the Pro Vice-Chancellor.

2.4 Faculty members have the right to disseminate the results and findings of their individual or collaborative research without suppression or modification from external sponsors beyond the specific undertakings or provisions that may be written down and agreed upon by the sponsoring agencies, Universities and researchers.

2.5 The Faculty and Researchers could also engage in external consulting activities, subject to the University's rules, regulations and limitations. A separate section on Consultancy Policy is included in this document to facilitate this activity. But it is important that faculty adhere to both the spirit and the letter of the policy. Along with these freedoms come corresponding responsibilities.

2.6 Each School can devise their own sub policies based on the domain since there could differences in areas of research.

Responsibilities of Researchers

Responsibilities of Faculty to Both Staff and Students

Faculties are expected to have awareness about their obligations towards students and staff working as part of research team or a project. Faculties have to review the research outcomes on a monthly basis. It is expected of the faculty to conduct at least one annual review discussion within the group including staff, faculty, research scholars, visiting scholars doctoral students, graduate students, and postdocs to comprehend intellectual property rights , tangible property rights and their responsibilities.

It is expected of the faculty to be transparent with regard to the funding agencies. Each project or research team member has the right to know the sponsors of their salary or stipend or project assistance.

It is expected of the faculty to provide equal opportunities for all team members to participate in staff development activities (FDP, IPR Workshops, and Funding Workshops etc.).

Consulting by Faculty and Research Personnel

Faculties are encouraged to engage in consulting activities to external agencies including industries, research institutes, and companies nationally and internationally. They are required to adhere to the consulting policy of the University.

Principal Investigator's responsibilities towards sponsors

The legal framework of understanding is generally between the sponsoring/funding agency and University but it is the sole responsibility of the Principal Investigator (PI) for managing and utilizing the funds within the agreed limit.

If changes are required in the overheads or overdraft required, it is the duty of the Principal Investigator to obtain necessary approval within the university as well as the sponsoring/funding agency.

Principal Investigator's responsibilities towards equipment

PI's has to follow the purchase policy of the university as well as the sponsoring/funding agency with regard to purchase equipment and raw materials. It is the responsibility of the PI to maintain records of the equipment and other resource material obtained through both university and external agency funded projects. The PI is required to obtain necessary approvals for purchases, maintenance of the records, inventory management, utilization of the equipment and also the disposal of the equipment (obsolete or dysfunctional and irreparable or is in excess).

Preparation of Proposals and Application for Extensions or Continuation

The cost of proposal preparation activities in support of new directions in research or for continuation of the projects could be charged to existing or sponsored projects. Department Heads or School Directors and Faculty Deans must ensure that some research related funds could be made available to create new proposals. It could perhaps come from the earlier project overheads deducted by the University. The cost of proposal preparation efforts for continuing research is appropriately charged to current projects.

Utilization Certificates (UCs) and Statement of Salaries/Stipend under Projects

The PI is required to verify, review costs or accounts and certify the same for every quarter. It is also the responsibility of the individual school Dean's/Director's/Head's to have school wise system in place to ensure that PI fulfills the requirement of review and certification of costs. The Certification of salaries charged to sponsored projects are also to be issued to the staff after ensuring that they correspond to efforts expended on those projects by them.

Health and Safety

It is the responsibility of Faculty member to apprise his/her team members with necessary health insurance, safety protocols and procedures to be followed in specific area of research. It is the duty of the faculty members to implement necessary safety measures and protocols to be followed in laboratories, studios or other work places.

General Principles

Reports

The three major reports to be prepared by the PI are Inception Reports, Technical Reports, and Invention reports.

1. The PI is required to prepare a formal document detailing project timeline, project work plan (plan of operations) for the project duration. This is the inception report which starts from the time the idea is conceived and reaches the stage of approval and read for implementation. Inception here means beginning of an activity. This has to
2. The PI and research scholars are also required to submit technical reports (Scientific Report) from time to time. This report would describe the research objectives, progress of the research or project, update time line, scientific outcomes including recommendations and scientific conclusions at the end of the project or research.

3. The PI may also be required to submit an Invention report for the sole purpose of filing a patent. The PI required following the norms set by the funding/sponsoring agencies submits reports to such agencies. Research scholars, faculties, doctoral students, graduate students pursuing master thesis/projects are required to submit technical reports bi-annually.

Patents and Copyrights

All the faculty, students and staff pursuing research activities have to sign the Patent and Copyright Agreement of the University before initiation of their work.

Grievance Procedure

The grievance procedure outlined in the university policy will also be followed for the research projects as well. It is based on the academic freedom envisaged for all faculty members, and PIs but with equal responsibilities. The faculty members are expected to adhere to academic ethics, integrity and confidentiality with regard to project execution and completion and at the same time individual's right will be protected by the University. The provisions of engagement in the projects do not create contractual rights subject to review by agencies outside the University. There must be some administrative remedies for faculty or research staff grievances covered by parallel rights established under the laws of the land.

1. The rights herein conferred shall be enforceable only by a person who is directly aggrieved and who holds a faculty or research position; no other person or persons could complain on her/his behalf.

2. If any faculty member feels aggrieved by a decision that she or he believes to be in violation of this guidelines and rules, he or she may file a grievance pursuant to the Statement on Faculty Grievance Procedures and its attendant standing rules.

3. For grievances brought in whole or in part for alleged violation of the Statement on Academic Freedom, the rules and procedures of the Statement on Faculty Grievance Procedures shall be modified as required. For a grievance not arising out of a negative decision on appointment, reappointment or promotion, the grievance and appeal structure shall rest on the authorities of the University.

The Requirement of Secrecy & Security

4.4.1. If any part of the sponsoring or granting documents that establish the project is not freely publishable, or if there is a reasonable basis for expectation that any documents to be generated in the course of the research project will be subjected by an outside sponsor to restrictions on publication, the funding agency or the sponsor can ascertain whether information he or she is entitled to have treated as confidential would be disclosed by publication or not. If access is required in the course of the project to confidential data, it will be up to the Pro-Vice-Chancellor and Dean, Research to resolve the issue in consultation with the Dean/Director/Head and the PI.

4.4.2. Four principles guide the security practices and guidelines for research computing systems: safety, confidentiality, integrity, and availability. Safety is important because it defines what imposed security measures are taken to prevent any unauthorized use or any possible cyber-attack by others. Since the speculative and unpolished nature of research systems may result in data breaches more likely, research system safety often involves taking extra measures to reduce, detect, and ameliorate compromises – all of which will be the PI's responsibility. Confidentiality is the property that information is not made available or disclosed to unauthorized individuals, entities, or processes. Insufficiently protecting of confidentiality can jeopardize the work and privacy of others. Integrity means maintaining and assuring the accuracy and completeness of data over its entire life cycle. Research systems and procedures should be chosen or designed to maintain the integrity of the data they store and to detect modification. Availability means that the system and its data can be used and accessed by authorized users when needed.

Confidentiality Clause

If an external agency – private or governmental, or any outside person or entity/group has made available to the investigator certain confidential information, provision may be made to preserve confidentiality and/or a short delay in the publication of research results during which time the information source may examine the proposed publication in order to assure that the investigator has not disclosed, intentionally or unintentionally, any portion of the confidential information supplied by them.

Use of Private Papers, Documents, Diaries or Analogous Materials

If, in a research project certain private papers, deeds, documents, daily journals, diaries, emails, personal communications, or blogs and similar materials have been provided to the investigator, provision must be made to preserve the confidentiality of those materials for the purpose of protecting the privacy of the supplier of information or the author, or her/his inheritors.

Review of General Principles

The policy framework shall be reviewed by the ARC annually. The necessary changes required to the policy framework could be made by the School/Department Research Committee in the form of a proposal. A revision of research policy shall be announced widely to all faculties by e-mail inviting suggestions on specific issues by the staff of the Pro-Vice-Chancellor and Dean, Research. Changes, if any, arising out of such meetings will be added by notification and in the newer drafts of the University Research Policy documents.

Authorship & Related Issues

5.1. In the normal instances, the PI will decide on the sequences of names in any research publication arising out of a project work. The university does not want to impose university guidelines to define "significant intellectual contribution" or impose formal mechanisms for determining authorship. The authorship rights and responsibilities of faculty, staff and students are a matter to be resolved within the group by the PI.

5.2. It is realized that as times go by, there will be change of patterns of research lab or research group composition. Under a large lab or facility, where there may be a general head or director(s), there may often exist smaller research clusters that may produce exciting ideas, products, research papers, but may pose a problems for the allocation of credit and responsibility. In some disciplines it is quite customary for graduate students to publish their own research results by themselves, even when their work involves fairly close supervision by a faculty member - and in others, the professor's name goes on virtually every paper produced in the laboratory.

5.3. At times, increased administrative burdens on the designated principal investigators may also contribute to decreasing time available for active participation in research. In such cases, the PIs, Heads, Directors or Deans are expected to decide on allocation of credit in an ethical manner so as not to make it complex. It is realized that the customs prevailing in different fields may show differences in this respect.

5.4. It is not necessary that for each such publication all members of a research lab or research group will be given credit. But giving credit where it is due should be done, even if it is a small point or a personal communication, in which case 'Colophon' or a Footnote/Endnote would suffice. A number of questions about authorship and intellectual "ownership" of the research paper draft may arise as to what level of contribution by different parties to a research enterprise has been which could qualify them for (co) authorship of the final product. What the norm would be for independent or first publication or to the use of data in another publication or project are also important questions. It is also understood that initial assumptions may well change as the course of research progresses. Even at its beginning, it is often difficult to trace the source of the ideas and insights from which a research project originates; it is hard to say what was identifiably generated by one individual and what was "in the air" in the intellectual domain. By the time a project is over, the original conception or the germinal idea may not be central any more. The more interactive the process, the less we can retrospectively divide the work into parts corresponding to particular roles or contributions.

5.5. In cases where complaints and disagreements arise between students (postdoctoral, graduate, and undergraduate) and their faculty over credit for work to which both may have contributed, the Deans and Directors concerned may decide at their level. In doubt or dispute, the University Research Committee could provide guidance with respect to credit for scholarly work where several research staff and faculty are involved with or under a PI. This is only when it becomes difficult to determine responsibility of authorship.

5.6. The heterogeneity of custom that varies from one discipline to another may sometimes makes it very difficult to decide, in disagreements like the one between S and P, whether we are dealing with professional misconduct (the wrongful appropriation of another's intellectual product) or whether we are in a domain of ethical judgments about the proper allocation of credit between joint researchers - judgments so close that they should be resolved by personal values, etiquette, and generosity, rather than by a faculty disciplinary process. Another aspect of the issue is as to who may publish first, who must consent, what connections with the work need be acknowledged and how - is associated particularly with review articles,

books (or chapters of books), or symposium contributions, especially "state of the discipline" pieces. Opportunities to produce more comprehensive works of this kind come mainly to senior scholars. In describing the significant developments in one's field, there is a natural tendency to include work done by oneself and one's students and junior associates. In the usual case, the scope of the topic is broad enough so that including all associates as co-authors is impractical. Where the piece deals with data or results of others that are already published as a paper or dissertation, or have been accepted for publication, employing them with appropriate citation is obviously proper. If the material is yet unpublished but will be issued as a joint work, I think it is generally accepted that any of its prospective co-authors may refer to it, even at length, in a separate work of sole authorship - provided that its joint origin is prominently acknowledged and provided that the opportunity for regular scholarly publication is not pre-empted.

5.7. It must also be pointed out that there is a tight coupling between authorship and responsibility. If the name of a faculty member has been included on a paper resulting from the relatively independent experiments done by a student or fellow, any error in the data or wrong methodology of data collection or accessing would also be the responsibility of the concerned faculty.

5.8. Lastly, multi-investigator research teams differ significantly from the individual faculty/graduate student research teams, and it may also be the case that at times, there is no single person who understands the entire gamut of a given research. The general principle for scholarly manuscripts emanating from multi-investigator research is as follows: First, the Principal investigators and senior faculty have special responsibilities to assure the overall cohesiveness and validity of the concerned draft publication. Secondly, all authors in a group effort have a shared responsibility for the published result and should have the opportunity to review all sample preparation procedures and data, as well as all data acquisition and analysis procedures. Thirdly, each author in a group should have access to the manuscript prior to its being submitted for publication, and should agree to his or her inclusion as a co-author. All the participants in the Programme should know that the paper is being prepared for publication.

Research Ethics

6.1. The provisions under this heading – namely, 'Research Misconduct' deals with the procedures to be followed in the event of Allegations, Counter-Allegations, Investigations, and Reporting of any actual or perceived misconduct, for which the required notifications to the funding agencies may also have to be sent. There is no doubt that each member of the University, whether faculty or administrator or research staff, or technical personnel and students, has a responsibility to foster an academic environment conducive to free and fair research. Therefore, research misconduct can be extremely troubling – even if it is raised infrequently.

6.2. The definition of research misconduct, and procedures for investigating and reporting allegations of misconduct, will conform to the regulations of the governmental and other funding agencies which may have some elaborate policies on this subject. These will be applicable to the research proposed as well as to the research conducted or reported at. "Research misconduct" is defined as fabrication (making up data or results, and recording or reporting them), falsification (manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented), or plagiarism (appropriation of another person's ideas, processes, results, or words without giving appropriate credit) in proposing, performing, or reviewing research, or in reporting research results.

6.3. If the misconduct is committed intentionally, or knowingly, and if the allegation is proven by the University Research Committee or any of its sub-committees set up to look into such allegations, even instances of failure to supervise adequately, and other lapses from professional conduct or neglect of academic duties could come under its purview. Findings (with respect to research misconduct) of serious academic deficiencies are to be addressed by the concerned Dean, or by the Director, initiating the relevant disciplinary processes, as may be deemed appropriate. A proper inquiry should be held based on preliminary information gathered and preliminary fact-finding to ascertain the merit of the case.

6.4 The outcome of an inquiry is a determination as to whether or not an investigation is to be conducted. Where a formal investigation is warranted, it will be guided by the CCS procedure of the Government of India's Service Manual. The Dean shall inform the funding source(s), see that the proper charge-sheets are issued, obtain preliminary replies, and conduct such inquiries or investigations having taken all reasonable and practical steps to obtain custody of the research records and/or evidence needed to conduct the misconduct proceeding, inventory the records and evidence, and requisition them in an appropriate manner. Before the inquiry begins, the Charged Individual (hereafter "the respondent") shall be informed of the allegations, and be invited to comment on them. Finally, the respondent shall also be provided with a copy of the draft report of the inquiry, and be given an opportunity to comment on the findings for the consideration of those conducting the inquiry. In so doing, best efforts shall be made (where feasible) to protect the confidence of the individual(s) who brought forward the complaint (hereafter "the complainant(s)"). The relevant individuals, including the complainant(s) should be interviewed in the presence of the charged individual by a committee.

6.5. Based on the final report consisting of recommendation as to whether or not a full investigation is warranted, is to be submitted by the school dean to the Pro-Vice-Chancellor and Dean, Academic within 60 days of receipt of the allegations. The Faculty/School Deans are advised to review current regulations and requirements, and to consult with the Pro-VC's office who would decide how and when the funding agencies should be involved. The funding agencies will be notified of the outcome of an inquiry involving funds from their agency only if that outcome includes the recommendation to conduct a full investigation.

6.6. The funding agencies must be apprised of an interim report until the final report is ready. They may be sent a Special Emergency Notifications, in case it is seen that an immediate health hazard will break out otherwise, or if it is required to protect Governmental or University funds or equipment, or for the sake of integrity of the research, or if there is a suspicion that there may be a possible criminal activity.

Research Data Access

7.1. It will be ensured by the Deans and the PIs that research data is appropriately recorded, archived for a reasonable period of time, and available for review under the appropriate circumstances as may be decided by the URC. This is because accurate and appropriate records are an essential component of any research project.

7.2. Both the University and the PI have responsibilities and rights concerning access to, use of, and maintenance of original research data, except where precluded by the specific terms of sponsorship or other agreements, tangible research property, including the scientific data and other records of research conducted under the auspices URC belongs to this University.

7.3. The PI is responsible for the maintenance and retention of research data that may be necessary for the reconstruction and evaluation of reported results of research and the events and processes leading to those results. It is the responsibility of the PI to determine what needs to be retained under this policy.

7.4. For all projects, the PIs should adopt an orderly system of data organization and should communicate the chosen system to all members of a research group and to the appropriate administrative personnel as a matter of research protocol.

7.5. Research data must be archived for a minimum of three years after the final project close-out, with original data retained wherever possible at least in the Cloud Servers. In addition, Data may have to be kept for as long as may be necessary to protect any intellectual property resulting from the work.

7.6. To avoid any possible allegations of scientific misconduct or conflict of interest, data must be retained until such issues are fully resolved.

7.7. Wherever students are involved, data must be retained at least until the degree is awarded or until it is clear that the students have abandoned the work. Beyond this usual period of retention as specified, the destruction of the research record is at the discretion of the PI and his or her department or laboratory.

7.8. Wherever research is funded by an agency outside the ASU which may have or which impose certain specific provision(s) regarding ownership, retention of and access to technical data, the provision(s) of that agreement will supersede this policy. Otherwise, the scientific record for projects conducted at the ASU and/or with University resources are its own resource.

7.9. Wherever or whenever necessary, the Pro-Vice-Chancellor and Dean, Academics may direct the PI to assure needed and appropriate access to the data to other faculty members for advanced research.

7.10. Further, when individuals involved in research projects at ASU join other universities or institutions, they may be allowed by the PI/Deans concerned to take copies of research data for projects on which they have worked but not necessarily all data or associated records. All such requests have to be approved by the Pro-Vice Chancellor and Dean, Research.

7.11. If a PI leaves ASU, and a project is to be moved to another institution as per the agreement with the funding agency, ownership of the data may be transferred with the approval of the Pro-Vice-Chancellor and Dean Research, based on a written request. This would be based on an agreement with the PI's new institution that would guarantee acceptance of custody of the data so transferred, and grant access to other ASU faculty in future to the same.

Human Subjects and Scientific Research

Ethics in clinical research focuses largely on identifying and implementing the acceptable conditions for exposure of some individuals to risks and burdens for the benefit of society at large. Research especially with human subjects requires additional review and evaluation based on the laws of the land.

8.1. An ethics committee will be formed to evaluate, review and decide on the course of the project based on the proposal submitted by the PI involving human subjects.

8.2. In these matters, the PIs and the University has to comply with the applicable laws of the land. All members of the university who may like to be involved in any research – in sciences or social science/ humanities involving human subjects must be knowledgeable about these laws and their requirements. The primary responsibility in this respect lies with the PI so that there is an institutional system to protect human subjects.

8.3. The URC or the Executive Committee should perform prospective and continuing review of each research protocol involving human subjects, including an evaluation of its risks and benefits to the human subjects. They must also check on the informed consent document, particularly as to its description of the risks and benefits as well as consider any unanticipated problems, possible non-compliance, and other information and incidents that might affect this research protocol. From time to time, the concerned Deans should also organize training for all investigators, research staff, and students in the laws and provisions of use of human subjects in research.

8.4. Anyone who knows that, or has reason to believe that human research is being conducted in an unethical manner or not in compliance with the laws must report the matter promptly to the Dean Research or Vice Chancellor of the University.. Where appropriate, sanctions will be considered and imposed. Non- compliance, protocol deviations, and violations are dealt with by the URC and University administration strictly. These could, in extreme cases, result in administrative, civil, or criminal penalties against the concerned individuals and the organization.

8.5. There are number of laws governing clinical research in India. These include the following, and the Univeristy would like all PIs to adhere to these laws and regulations:

8.5.1. Drugs and Cosmetics Act - 1940

8.5.2. Medical Council of India Act - 1956 (amended in 2002)

8.5.3. Central Council for Indian Medicine Act - 1970 8.4.4. Guidelines for Exchange of Biological Material (MOH order, 1997)

8.5.5. The Biomedical Research on Human Subjects (regulation, control and safeguards) Bill – 2005

8.5.6. Biomedical and Health Research Regulation Bill, 2013.

Women as Subjects in Research

9.1.1. Historically, there have been concerns about the participation of women with childbearing potential in research trials due to potential risks of fetal harm should a woman become pregnant. Such apprehension has resulted in guidelines created by different wings of the Government of India dealing with Women and Child Welfare Ministry as well as by the National Women's Commission.

9.1.2. Over the past decade, questions have been raised by professional, consumer, and governmental groups about whether clinical treatments are adequately tested in various populations that are the recipients of such therapies. In terms of drug development, the three are now WHO-verified information available pertaining to the safety and effectiveness of drugs for women and subpopulations such as the elderly and diverse racial groups. It detailed procedures to minimize the risks of pregnancy in women participants such as contraceptive counseling, pregnancy tests, timing of short term studies in relation to the menstrual cycle, and the process of informed consent. It also calls for gender analyses with special attention to factors affecting pharmacokinetics, e.g. the role of the menstrual cycle and exogenous hormone therapy in relation to the drug, as well as the influence of the drug on oral contraceptives.

9.1.3. It is expected that experimental subjects will be informed about potential risks to their fertility including the development of any abnormalities or abnormalities in function of reproductive organs as a consequence of the proposed study.

9.1.4. The inclusion of women in behavioral research studies is also important and must be accomplished unless there is a compelling rationale which establishes that inclusion is inappropriate with respect to the health of the subjects or the purpose of the research.

9.1.5. The general policy in this respect would be as follows: "No pregnant woman may be involved as a subject in a human clinical research project unless (1) the purpose of the research is to meet the health needs of the mother and the fetus will be placed at risk only to the minimum extent necessary to meet such needs, or (2) the risk to the fetus is minimal. {Research involving the use of pregnant women as subjects} may be conducted only if the mother and father are legally competent and have given their informed consent after having been fully informed regarding possible impact on the fetus, except that the father's informed consent need not be secured if (1) the purpose of the research is to meet the health needs of the mother; (2) his identity or whereabouts cannot reasonably be ascertained; (3) he is not reasonably available; or (4) the pregnancy resulted from rape."

9.1.6. In order to make clinical data and reports available to all, an online clinical registry has been initiated by the Indian Council of Medical Research (ICMR) for the registration of any interventional trial to ensure the following goals: Transparency and accountability of clinical research Internal validity of clinical trials To oversee the ethical conduct of clinical trials Reporting of results of clinical trials New Drugs and Clinical Trials Rules, 2019, have to be adhered by the PIs undertaking clinical trials.

9.1.7. The clinical trial registry of India (CTRI) is the online registry of prospective clinical trials in India. This is the initiative started by the National Institute of Medical Statistics (NIMS) of the Indian Council of Medical Research and is supported by the Department of Science and Technology (DST) and the World Health Organization (WHO).

9.1.8. CTRI will create a database of prospective clinical trials in India after their registration. The data and reports of these clinical trials and their status will be available to the public and professionals free of cost after formal registration on their website. Currently, the registration of clinical trials is only voluntary and not mandatory but AUH would like to encourage all PIs to follow the WHO norm.

9.1.9. Pilot Studies and such other Cultural and Sociological Studies such as Oral History data gathering may not undergo such strict compliances but because it is not generally thought to be a systematic investigation designed to contribute to generalizable knowledge beyond the individual being interviewed. However, when using oral history as a technique in human subject research it may require consents and following certain ethical principles.

Women as Subjects in Research

10.1. Animals are frequently used in both exploratory/curiosity-based studies and in serious academic research, especially in drug testing and for commercial products, although in general, using animals in such experiments is both unethical and unnecessary.

10.2. In 2003, the Pharmacy Council of India (PCI) issued a directive to all pharmacy schools in India to use CAL software in place of classroom animal experiments. Further, in 2011, the University Grants Commission issued guidelines to phase out dissection of and experimentation on live animals in zoology and life science courses.

10.3. The Ministry of Environment and Forests, Government of India has also come up with “The Prevention of Cruelty to Animals Act, 1960.” Animals in laboratories endure lives of deprivation, isolation, stress, trauma and depression even before they are enrolled in any sort of protocol which AUH considers to be wholly undesirable.

Environmental Health and Safety

The university will be entitled to form a committee for Health and Safety standards and norms to be followed as per the laws of the land while performing research.

11.1. The University Research Committee on Health and Safety is charged with the responsibility of exercising oversight over all health and safety Programme at the University and ensure that adequate health and safety measures have been taken in designing and executing scientific and technological experiments.

11.2. If required, URC will also recommend needs, priorities and strategies to promote good health, safety, and environmental practices on campus. The URC will also encourage workshops and awareness Programme to make all concerned understands the value of operational responsibility for health and safety.

11.3. Each year, one meeting of the URC could be publicized and open to all members of the University community and its residents to point out any measures that would enhance environmental health and safety of the campus. In particular, nothing should be done which could affect the health and safety of lab personnel, laboratory subjects, employees, students, the general public, and the environment.

11.4. This also applies to potential hazards of chemicals to which the students, staff or campus residents and visitors may come in contact in the workplace or laboratory. The URC may also issue a Chemical Hygiene Plan (CHP) for the procedures, equipment, personal protective equipment, and work practices so that the laboratory personnel could be protected from potential health hazards of using certain chemicals and radio-active systems in the laboratory.

Export Controls

12.1. "Export" here means to send or take controlled tangible items, software, or information out of the country in any manner including in hand luggage, to transfer ownership or control of controlled tangible items, software or information to a foreign person, or to disclose information about controlled items, software or information to a foreign government or foreign person. Such tangible item, software or information being sent or taken out are referred to as Export.

12.2. Under this would "Re-export" is also included, which will mean an actual shipment or transmission of controlled tangible items, software or information from one foreign country to another foreign country. Also, technically, "Deemed export" is a term used to describe the situation where a foreign national on our campus may be exposed to, or have access in any manner to, an export-controlled item or export-controlled software or information. This is because sharing confidential technical information or software source code with foreign nationals wherever located may not be encouraged.

12.3. The primary concerns at the university are transactions involving proprietary or confidential export-controlled information provided to university Researchers or Research group by third parties, such as corporate vendors, subcontractors, or government collaborators. These may generate disclosure restrictions that may only be acceptable if they fall within the narrow exceptions provided by the Openness in Research Policy and qualify for treatment under an exemption or license exception (EAR) in the Indian export control regulations.

12.4. In the case of international shipments of tangible items, or the export or deemed export of 3rd party export controlled software code or information to foreign countries or their nationals, and the concerned PI has the responsibility to either to obtain an export license, and show that an exception to export licensing requirements applies in the given case.

Degree-Oriented Research

A separate Doctoral Research Policy has been passed by the academic council which includes Pre-Doctoral, Doctoral and as well as Post-Doctoral research policies.

MoU's for Research Collaborations

A separate Policy Document exists that would cover such MoMs or MoUs which ATLAS SkillTech University, Mumbai enters into for collaborative research Programme.

Financial Responsibilities for Sponsored Research

All PIs should be well-versed in the GFR (General Financial Rules) of the Government of India offices and the standard financial practices including accounting procedures based on which they would be required to deal with the Finance & Accounts Office of the University to conduct research work. Wherever changes are required, specific approval on file/-e-mail must be obtained from the University administration.

(23) INTELLECTUAL PROPERTY & COPYRIGHTS POLICY

Introduction:

It is to be stressed that this IPR policy is to be treated more as a guideline than a strict rule in the legal sense in view of the evolutionary scenario in the nation's IPR policy and is, therefore, subject to changes if a need arises. This document together with the addendum (Operating guidelines) and the annexures (some useful information on Patents and Copyright) and (Salient features of IPR and services provided by IPR Cell) are designed to give a wholesome picture of Intellectual Property (IP) management at ATLAS SkillTech University, Mumbai.

2. Purpose

The purpose of the IPR policy of ATLAS SkillTech University:

- a. Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, researchers and students.
- b. Create an innovative culture which fosters the creation and development of Intellectual Property (IP) at the university.
- c. Provide a clear understanding of the rights and responsibilities of the faculty staff, and students and protect the interests of the University its members.
- d. Establish an Intellectual Property Rights (IPR) management policy and procedural guidelines for converting the knowledge generated in the University to wealth.
- e. Enable the University to make beneficial use of IP so as to confer maximum benefit to the inventors, the University and the society at large.
- f. Shape the university as a prime academic research university practicing highest ideals of Scholarship and teaching through dissemination of the benefits of IP generated at the University to the community and society.

3. Objectives

The IPR policy of the university aims to:

- a. Facilitate protection and valorisation of intellectual properties generated by its faculty, staff and students as a result of their intellectual and scientific pursuits at the University during the tenure of their employment/engagement at the University and thereby offer scope for wealth generation, alleviation of human sufferings and betterment of human life.
- b. Usher in prudent IP management practices within the University so as to promote IPR awareness and culture among its faculty, staff and students.

- c. Provide a comprehensive single window reference system for all IPR related issues.
- d. Proactively create an environment for generating new knowledge through research and innovations compatible with the educational mission of the University.

4. Scope

This policy covers all rights arising from the intellectual property devised, created or generated by the faculty members, staff, students, research scholars (both internal and external categories), persons employed in sponsored research and consultancy projects and consultancy projects and visiting scientist/professors/professionals who participate in teaching and research work being carried out at the University either on full-time basis or part-time basis, irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, copyright, know-how and undisclosed information.

5. Policy Statement

The University is committed to promoting, protecting, managing and commercializing Intellectual Property consistent with the recognition that among its primary objects and functions are teaching, research and meeting the needs of the community and society. It supports the commercialization and exploitation of IP, which can provide an additional source of revenue to the University and also accrue benefits to staff and students. At the same time, the University recognizes traditional academic values and expectations.

6. Definitions

Intellectual Property (IP):

It is an intangible knowledge product and shall mean and include –all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work -resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the University.

Intellectual Property (IP) is, thus, an outcome of the University supported research or sponsored research, industrial consulting or other forms of joint research and development work.

Intellectual Property Rights (IPR):

IT means the rights derived from the IP e.g. Patents, registered designs, copy right etc.

Background information:

IT means technical information and know-how owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programmer or in related fields as necessary for the execution of the programme.

Background intellectual property means:

The intellectual property owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programme or in related fields and necessary for the execution of the programme.

Foreground intellectual property:

The intellectual property owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programme or in related fields and necessary for the execution of the programme.

University Personnel

in this policy document includes all the faculty members, staff, and students, research scholars (Internal and External), visiting scientists, professors and other professionals who are hired either on full-time basis part-time basis.

7. Ownership of Intellectual Property

i) In all the applications filed by the University for the Ownership of intellectual property rights, the persons who have directly contributed intellectual inputs shall be mentioned as inventors or creators.

ii) Copyrights:

a. The University shall be the owner of the copyright on all teaching and instructional materials developed by the employees of the University as a part of any of the academic programmes of activities at the University. However, the author shall have the right to use the material in his/her professional work.

b. Books, articles, monographs, speeches and other communications produced by the staff members in the course of research and teaching using University resources will be outside the purview of this clause .The University recognizes faculty ownership of copyright in such traditional works of authorship.

c. In cases where the copyrightable works including software are created by the employees of the University with significant use of University's resources, the University may demand assignment of the copyright of such works either in full or in part depending on the extent to which the University's resources have been used to produce the copyrightable work.

d. The University shall be the owner of the copyright of works produced by non-University personnel associated with or engaged for any activity of the University either with or without intellectual contribution of the University personnel.

e. If any copyrightable work is produced during the course of any sponsored /or collaborative activity, the ownership of copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultations and agreement with the sponsoring/collaborating agency.

f. In case of thesis/dissertation/project report written by a student, the ownership of copyright shall rest jointly with the student and his/her guide. However, in such cases, the University may demand assignment of the ownership of the copyright in full. Where the University does not demand such assignment or where the copyright has not been assigned to the University, the University will be entitled to a nonexclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes, and to possess a limited number of copies for such purposes.

g. Any copyrightable work generated as a work-for-hire will normally belong to the University unless otherwise specified in the original contract for the work.

h. If the foresees a gainful return from the copyrights, it may initiative steps to file and protect such copyrights and share the financial benefits with the creator on terms and conditions of the University.

8. University Sponsored Research

- All rights in respect of the intellectual property generated out of Investigations carried out at the University making use of the University's resources shall vest in and be the absolute property of the University except in cases where such investigations are carried out either jointly with other institutions and agencies or under sponsorship by an outside agency.\
- All Non-Patentable inventions created or invented within the University using its infrastructure will be also be part of the University Sponsored research. (Refer: University Research policy and Consultancy Policy for details)

9. Sponsored Research

The IPR of inventions arising out of research projects undertaken on behalf of and entirely funded by a sponsoring agency shall be registered jointly in the name of the University and the sponsoring agency if the sponsoring agency bears the cost of securing and maintaining the IPR registration equally. Where the sponsoring agency is not forthcoming for filing joint IPR application, the University, at its discretion, may file the application with the absolute ownership and will meet the entire cost of securing and protection of IPR. If the sponsoring agency funds the research projects only partially or if there are multiple sponsors for the same project, the sharing of IPR will be decided through mutual consultations and appropriate agreements. If the sponsoring agency is an industry, the industry may opt for one of the following arrangements for sharing the IPR with University:

a. The ownership of IPR will rest with the industry but the industry has to pay the University an initial lump sum and subsequently reasonable annual royalties for a specified period in recognition of their contribution to the project. The terms of ownership of the IPR will be governed by a specific a priori agreement between the University and the sponsoring industry. The ownership of IPR rested in the sponsoring industry may be exclusive or non-exclusive. In case of exclusive ownership, if the industrial sponsor fails to exploit within a mutually agreed time limit, the University may permit a third-party exploitation of the IPR.

b. The ownership of the IPR will rest with the University but the exploitation rights will rest with the industrial sponsor either exclusively or non-exclusively, in return for an initial lump sum payment and subsequently annual royalties for a specified period or other benefits to the University .In case of exclusive rights

i. Third-part exploitation will be permitted if the industrial sponsor fails to exploit the IPR within a mutually agreed time limit.

ii. TheUniversitywillretainuserightsforthepurposesoffurtherresearchand development.

(Refer: University Research policy and Consultancy Policy for details)

10. Joint Research

If the intellectual property is an outcome of joint research undertaken by the University personnel with external organizations/agencies/individuals, the IP will be owned jointly by the University and the collaborators. The cost of filing and maintain the IPR and the revenue generated by its commercial exploitation will be shared by the University and collaborators according to an agreed formula. If the collaborators are not either forthcoming or agreeing to share the cost, the University, at its discretion, may decide to file and maintain the IPR at its cost. In this case, the sharing of revenue accruing out of the commercial exploitation of the IPR will be solely decided by the University.

11. Technology Transfer

a. The University shall take all necessary steps for the commercial exploitation of the IPR obtained either in its name or jointly with other agencies, to the fullest possible extent that is reasonably practicable, without undue delay. The marketing of the IPR will be done under the agreements involving technology transfer, licensing (exclusive or non- exclusive) and revenue sharing models.

b. The University shall try to identify the potential licensee(s) for commercial exploitation of the IP to which it has absolute ownership. In case of joint ownership, the University will offer the first right to commercially exploit the joint IP, whether or not the same has been formally protected by patent(s). The licensing in this case would involve payment of a lump sum in the beginning as technology transfer fee and payment of royalty from the first date of the commercial exploitation for mutually agreed period. If the collaborator refuses to exercise this option, the University will proceed to commercialize the IP in a manner that it deems fit.

c. In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a period of two years from the first date of development of technology, the University reserves the right to license the use of IP to a third party.

d. To promote and encourage entrepreneurial activities by its staff, the University may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the University. The fees to be paid to the University by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s)

e. The University would endeavour to exploit the IP either by itself or by commissioning a Technology Management Agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the University to assign the rights to them after a certain holding period.

12. Revenue sharing

The revenue accruing out of the commercial exploitation of IP (i.e. the technology transfer fee and subsequent royalty payments) would be shared appropriately between the inventor(s) and the University. Currently this ratio is 60:40. Where the University reassigns the right to IP to its inventor(s)/creator(s), he/she/they shall reimburse all the costs incurred by the University, which include protection, maintenance, marketing and other associated costs..

(Refer Consultancy policy of the University)

13. Infringements, Damages, Liability and Indemnity Insurance:

As a matter of policy, the University, in any contract between the licensee and the University, seek indemnity from any legal proceedings including but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation. The University personnel shall have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The University shall retain the right to engage or not in any litigation concerning patents and license infringements.

14. Conflict of Interest:

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest, if the inventor (s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the inventor(s) have a stake shall be subject to the approval of the IPR Cell.

15. Dispute Resolution:

In case of any disputes between the University and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Chancellor of the University. Efforts shall be made to address the concerns of the aggrieved party. The Chancellor's decision in this regard would be final and binding.

16. Applicability:

This policy shall be deemed a part of the conditions of employment for every employee of the University and a part of the conditions of enrolment and attendance of students at the University, students on enrolment and to all existing staff and students.

Further, the University reserves the right to amend the IPR Policy as and when such a need arises/deemed fit.

All potential creators who participate in a sponsored research project and/or make use of University –sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing the University.

17. Right to Regulate Policy:

The IPR Cell shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Chancellor through Registrar and Vice Chancellor. The Chancellor shall consider such changes/recommendations and take such decision thereon as he/she deems fit. The IPR policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

18. Legal Jurisdiction

As a policy, all agreements signed by the University and dispute(s) arising there from, will be subject to the legal jurisdiction of the Court of Adjudication at Mumbai only and shall be governed by the appropriate laws of India.

INTELLECTUAL PROPERTY RIGHTS POLICY

Operating Guidelines

1. Intellectual Property Rights Cell (IPR Cell)

The IPR Cell is constituted for formulating the guidelines and policies for adoption by ATLAS SkillTech University after due approval by the Board of Management of the University and to carry out executive actions for their implementation. The Intellectual Property Rights Cell arranges for the speedy processing and filling of applications for patents and to effectively implement the policy and guidelines of the Institute in respect of Intellectual Property Rights.

1.1: The composition of the Cell is given below:

1. Convener of the Cell:

To be nominated by the Vice-Chancellor from, among the Professors in the University.

2. Two Associate Faculty members:

To be nominated by the Vice-Chancellor from, among the Assistant/Associate Cadre Associate Professors in the University.

3. Legal/IPR advisor – member:

The cell will have an IPR legal Advisor /consultant who will be appointed by ATLAS SkillTech University. He / She will be a well-known practicing attorney and would render the necessary advice to IPR Cell to provide information on most vulnerable patent rules and regulations in the wake of Patent Co-operation Treaty (PCT) and so on. He / She will also assist in drafting and evaluation MOU's and filling of patent and copyright applications.

Functions of the Cell:

1.2 The cell shall inter-alia have the following responsibilities

a. IP COUNSELLING: IPR cell will counsel and interact with inventors of potential intellectual products and assist the Institute in identifying the IPR potentials.

b. IP MANAGEMENT: Filing, maintaining and monitoring and managing of patents and coordination between attorneys, faculty (inventor (s), and ATLAS SkillTech University authorities.

c. IP TRANSACTIONS: Advising, drafting and monitoring of all IP related MOUs of ATLAS SkillTech University.

d. IP POLICY FORMULATION: Framing of IP policy and amendments from time to time for consideration of the University authorities.

e. PROMOTING IP-AWARENESS: The IPR cell will undertake such measures which promote awareness of IP rights and strive to develop an IP culture within ATLAS SkillTech University fraternity.

f. CAPITALIZATION OF IP ASSETS: The cell shall periodically recommend patentable technologies to potential licensing agencies, CII, and other Financial Institutions to invest in venture capital towards the new technologies. The cell shall identify specific industries and direct marketing of these technologies and promote advertising in-house technologies of ATLAS SkillTech University via electronic media / newspapers and magazines. The IPR cell would also enlist the services of reputed Management Consultants for capitalization and commercialization of patented technologies owned by ATLAS SkillTech University. The IPR Cell will interact with the faculty members, patent attorneys, financial institutions and industries and follow-up on royalty payments from industries.

g. ASSISTANCE IN TECHNOLOGY TRANSFER:

The Cell shall handle transfer of all technologies developed at ATLAS SkillTech University.

h. NON-PATENTABLE INVENTIONS:

The cell shall handle all kinds of Non-Patentable inventions.

i. REPORTING ON IP ASSETS AND IPR MANAGEMENT: IPR Cell will submit periodically reports on IP assets and current status to Registrar / Vice Chancellor and the Board of Management of the Institute for consideration and advice.

j. Appointment of a panel of attorneys for processing /filling of applications for patents etc.

k. Periodical patent/Intellectual audits through professional experts.

l. To recommend terms of payment of annuity retention fees for Professional services.

m. To advice such proactive measures which will promote commercialization of patents, including exhibition of patents, industry meet etc.

n. All matters for securing the protection and management of IPs in the interest of the country, Institute and the inventors.

o. Seeking expert advice from renowned financial consultants, including experts from the financial/ business Institutions such as FICCI, CII, IDBI, etc...

2. IP Protection-Some Explanatory Notes (To be read in conjunction with –ATLAS IPR – Annexure: (Useful information on patents and copyright) Property Rights Cell (IPR Cell))

The Intellectual Property could be protected in the form of : patent, Industrial design, Trademark, Copyright, confidential information, Technical know-how, Mask works, process, plans, specifications, guidelines, graphics, training materials, software programs, records, drawings, instruction guides, student materials, new techniques, algorithms, concepts etc. The intangible product of the intellect must have potential for industrial application or potential for augmenting the S&T knowledge base if it must be protected by the ATLAS SkillTech University, Mumbai.

a. Patent:

A Patent is granted for any invention capable of commercial application. For it to meet the requirements of patentability there has to be Novelty, Utility and Non-obviousness. There must be an inventive step, which under the law, is one, which is not obvious to the person skilled in the art. The invention may relate to a new product or an improvement of an existing product or a new process of manufacturing and existing or a new product.

b. Design Protection:

Design Protection is available for any prototype, which influences consumer's choice by appealing to the aesthetic sense of the consumer. In other words, design protection is available for "the look of the article", appearance and other visual features. There is no design protection for functional features.

c. Copyright:

Copyright: Patent seeks to protect the applied and extension research, the law of copyright seeks to protect pure or basic research. The requirements of copyright law are: Originality, meaning its origin to the author. Unlike patents, copyright law does not demand compulsory registration. Under the copyright, the form of the expression can only be protected and not the idea itself. Copyright subsists in any original work specified in the copyright Act which is

- i. a literary, dramatic and musical or artistic work,
- ii. a cinematograph film and
- iii. a sound recording. Literary works include computer programs, tables and compilations including computer databases.

d. Know how:

Know-how and confidential information can be protected only so long as the owner is able to keep them secret and takes action against unlawful use of such information by others by an action of breach of confidence or contract.

3. Procedure for IP Protection

All applications for patents and copyright (as per proforma refer the Research Policy Document for the formats. This will be forwarded to Convener, IPR Cell through the Dean of the School/the Director of the Centre irrespective of whether the inventions have resulted from the in house projects, or sponsored projects. And the Vice-Chancellor will decide the outcome.

4. Record Keeping Procedure:

All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned School/Centre, with particular reference to the following:

- a) No abbreviations or terms, except their use is a standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- b) Crucial data or descriptions or experiments, which relate to valuable inventions or discoveries should be signed and sated by the creator, supervisor, or coordinator of the project.
- c) Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her Initials and date.
- d) Samples of new products or of products by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

5. When Should Faculty Approach IPR Cell To Discuss A Possible Patent?

ATLAS SkillTech University, Mumbai has created an exclusive IPR Cell. Any faculty, who believes to be in possession of a potential intellectual property generated while in service of the ATLAS may approach and set up discussions with the IPR Cell advisor at any mutually convenient time. In any case, the chosen time for discussion should be sufficiently in advance of maturation of the idea into a process or product. When the invention is only at the conception stage, it is still possible to file a provisional specification, which has to be followed up with a complete specification within 12 months. If it is not done, the patent application is deemed to have been abandoned. On the other hand, if the inventor has at his hand an inventive product, which can be marketed immediately, then complete specification can be lodged straight away.

6. Evaluation of Patent/Copyright applications

Each application for a patent / copy right through an Invention Disclosure Form / Copyright Disclosure form as per proforma in the Research Policy along with IPR facilitation request shall be received and scrutinized/examined by IPR Cell.

The committee may seek help of other professors as domain experts to preliminarily evaluate the proposals for their prima-facie patentability. The domain experts would be required to enter into a Non-Disclosure agreement as per the proforma in the HR policy of the University.

The inventors may be requested, if necessary, to make a presentation of their case before the IPR Cell. In case the Cell recommends for filing of patents, the Convener, IPR Cell will process the application through one of the approved attorneys from the panel maintained at the IPR Cell.

7. Assistance in filling up the Proforma?

- Once the IPR Cell approves protecting the Intellectual output, a patent Attorney shall be identified by the Cell for drafting the IP application. The following aspects need to receive attention:
- Objective of the invention: What is the problem one is trying to solve? What are the issues involved?
- What prior art searches have been made? Which database? Search strategies adopted? Did searches cover gray literature – advertisements, pamphlets, Knowledge already available to public either published or unpublished?
- How does the present invention differ from the known prior art? It is important to establish that the invention is not an obvious extension of the prior art to prove non- obviousness. Are there any unexpected findings in the present invention? What are those aspects of the invention that previous workers have not been able to find solution for? What are the potentials for commercial applications of the new intellectual property in relation to the previous products in the same area, if known?
- To establish usefulness of the invention, one should highlight technical value of the invention and illustrate where and how the solutions obtained over the prior art can be applied with distinction. One might consider savings in the cost, materials, manpower, energy, durability, efficiency, time etc.,
- The boundary conditions of the parameters under which invention works effectively and beyond which the invention may not work. Also outline several other applications of the invention if any.
- Furnish all the information in the proforma which can be collected from the office of IPR Cell or through e-mail. Adequate information is to be given to the Attorney to enable him prepare a draft claim. In order to ensure good protection, it is necessary that the attorney understands the invention. A good patent specification should have synergetic efforts of the inventor and the patent attorney.

8. Filling of Application for IPR and Support

a) All applications for IPR shall be filed by the Registrar in the name of the Institute as owner of the IPR. Inventors name will be filled in the application at appropriate places. All applications will be filed in India. Inventors will assign the exclusive right of ownership to the Institute in order to facilitate the Institute to file, secure and commercialize the IPRs without any encumbrance.

b) **PATENTCO-OPERATIONTREATY(PCT)APPLICATION:**For any patent which needs protection outside India, the procedure would be to first file a provisional patent in India and within 12 months, to file a PCT application along with a an application for filing and Indian patent. This would be based on the recommendation of the IPR Cell. The PCT route is preferred, efficient and economical.

c) The IPR Cell would meet the expenses i.e. the statutory fee and patent attorney's fee, for processing the patent applications.

d) Ifaninventordecidestoabandonorwithdrawtheapplicationforapatentatsomemid- stage of processing, prior approval of the IPR Cell is required.

ADDITIONAL INFORMATION ON PATENTS AND COPYRIGHT

1. What is Intellectual Property Right (IPR)

IPR is a general term covering patents, registered design, trademarks, copyright, and layout design of integrated circuits, trade secrets, geographical indicators and anti-competitive practices in contractual licenses.

2. What are the legislations covering IPRs in India?

Patents:

The Patents Act 1970. It has been amended in 2005.

<https://ipindia.gov.in/patents.htm>

Design:

The Design Act 2000

<https://ipindia.gov.in/designs.htm>

Trade marks:

The Trade and merchandise Marks Act.1999 (amended in 2010)

<https://ipindia.gov.in/trade-marks.htm>

Invention means any new and useful:

- a) Art, process, method or manner of manufacture
- b) Machines, apparatus or other article
- c) Substances produced by manufacture, and include any new and useful improvements of any of them and an alleged invention. However, inventions claiming substances intended for use; or capable of being used, as food or as medicine of drug or relating to substances prepared or produced by chemical processes (including alloys, optical glass, semiconductors and inter-metallic compounds) are not patentable.

7. How is the novelty of and invention determined?

The novelty is judged taking into consideration the knowledge available in India and elsewhere in the time of filling the application for a patent. In other words, the invention should not be known anywhere in the world prior to filing of the application for a patent.

8. What are the types of inventions which are not patentable?

- a. An invention which is frivolous or which claims anything obviously contrary to well established natural laws e.g. different types of perpetual motion or machines which violate the third law of thermodynamics.
- b. An invention the primary or intended use of which be contrary to law or morality or injurious to public health e.g. a process for the preparation of a beverage which involves use of a carcinogenic substance, although the beverage may have higher nourishment value .
- c. The mere discovery of a scientific principle or formulation of an abstract theory e.g. Raman Effect.
- d. The mere discovery of any new property or new use of a known substance or the mere use of a known process, machine or apparatus unless such a known process results in a new product or employs at least one new reactant.
- e. A substance obtained by a mere admixture resulting only in the aggregation of the properties of the components thereof or a process for producing such substance.
- f. The mere arrangement or rearrangement or duplication of features of known devices each functioning independently of one another in a known way.
- g. A method or process of testing applicable during the process of manufacture for rendering the machine, apparatus or other equipment more efficient.
- h. A method of agriculture or horticulture. i. Any process for medicinal, surgical, curative, prophylactic or other treatment of human 'beings, or any process for a similar treatment of animals or plants. j. Invention relating to atomic energy.

9. When should an application for a patent to be filed?

Filing of an application for a patent should be completed at the earliest possible date and should not be delayed until the invention is fully developed for commercial working. An application filed with provisional specification disclosing the essence of the nature of the invention helps to register the priority by the applicant. Delay in filing an application may entail some risks like (i) other inventors might forestall the first inventor in applying for a patent for the said inventor (ii) there may be either an inadvertent publication of the invention by the inventor himself/herself or by others independently of him/her.

10. What are the essential patent documents to be generated and submitted by a potential patentee?

There are two types of patent documents usually known as patent specification namely

- I) Provisional specification
- II) Complete specification.

I) Provisional Specification:

A Provisional Specification is usually filed to establish priority of the invention in case the disclosed invention is only at a conceptual stage and a delay is expected in submitting full and specific description of the invention. Although, a patent application accompanied with provisional application does not confer any legal rights to the applicants, it is, however, a very important document to establish the earliest ownership of an invention. It is essential to submit the complete specification within 12 months from the date of filing the first application. This period is extendable by 3 months.

The provisional Specification is a permanent and independent scientific cum legal document and no amendment is allowed in this.

II) Complete Specification:

Submission of Complete Specification is necessary to obtain a patent. The contents of the specification would include information regarding the field to which the invention relates, background of the prior art giving drawbacks connected to the hitherto known details of the invention, the best mode of carrying out the invention and claims defining the scope of the invention. The contents of the complete specification should enable a reasonably skilled person in the art to work the invention without the help of the inventor.

11. What are the criteria for naming inventors(s) in an application for patent?

The naming of inventors is normally decided on the basis of the following criteria:

- I) All persons who contribute towards the development of patentable features of an invention should be named inventors(s)
- II) All persons who have made intellectual contribution in achieving the final results of the research work leading to a patent, should be named inventor(s)
- III) A person who has not contributed intellectually in the development of an invention is not entitled to be included as an inventor
- IV) A person who provides ideas needed to produce the germ of the invention” need not himself/herself carry out the experiments, construct the apparatus with his/her own hands or make the drawing himself/herself. The person may take the help of others. Such persons who have helped in conducting experiments, constructing apparatus or making the drawings of models without providing any intellectual inputs are not entitled to be named inventors.

Quite often difficulties are experienced in deciding the names of inventors. To avoid such a situation, it is very essential that all scientists engaged in research should keep factual, clear and accurate records of daily work done by them in the form of a diary. The pages in the diary should be consecutively numbered and the entries made should be signed both by the scientists and the concerned leader.

12. Can a published or disclosed invention be patented?

NO. Publication or disclosure of the invention anywhere by the inventor before filing of a patent application would disqualify the invention to be patentable. Hence inventors should not disclose their inventions before filing a patent application. If published after filing of the patent application, the number and date of the patent application should be given by way of information to public.

13. What is considered the date of patent?

The date of patent is the date of filing the complete specification. This is an important date because it is from this date that the legal protection of an invention covered in the patent takes effect. The term of the patent is counted from this date.

14. What is the term of a patent in Indian system?

Term of every patent in India is 20 years from the date of filing of patent application, irrespective of whether it is filed with provisional or complete specification. However, in case of applications filed under PCT the term of 20 years begins from International filing date.

15. How does one keep a patent in force for the full patent terms?

A patent has to be renewed from time to time by paying the prescribed renewal fees. If the patent is not renewed, it will cease to remain in force and the invention becomes open to public.

16. What is expected from a patentee?

A patentee must try to ensure that the patent is worked in India on a commercial scale and without undue delay. The patent is not granted to allow the patentee to enjoy a monopoly for the importation of the patented article. In other words, a patentee cannot sit over an invention and block the use of that invention.

17. What is the nature of information needed while consulting a patent attorney?

- An explanation of the history of the invention, where you got the idea from, how you developed it, any early failures and possible prototypes, with all your laboratory note books, etc., if possible. This will help the patent agent to explain the inventive step which is necessary to establish to obtain the patent, and it also increases his or her understanding of the invention so as to maximize the skill with which he or she can draft claims and specifications for it.
- What you think is the central part of it, the most inventive element or most useful aspect, together with what other similar prior inventions you know of or have developed the idea from a improved upon. If you have developed an improved version of your competitor's products, admit it, be totally honest. It is vital to be such so that the patent agent can define your invention properly in making the application and avoid excessive claims which might be struck down.
- A detailed description of the best way of putting the invention into practical use, results of your tests and trials, etc., including all the failures and defects.
- Alternative ways of using the invention, and the substitutes for parts of it – i.e. will one chemical compound do as well as any other in the process, is there an optimum size, etc. it may be worth drafting the patent widely enough to cover less satisfactory alternatives_ if this is possible- to prevent rivals from marketing a less satisfactory competing product which because of its defects might bring the whole genre of product into disrepute.
- Both after an initial search and during the course of the patent application it is important to respond quickly and accurately to queries which the patent agent may have, to help patent application on the way and to save you money. Thus the client should in particular keep the patent agent informed of any new developments or improvements or other changes made to the invention and any rivals which appear etc.

18. What are the different types of work covered under copyright?

Copyright covers:

- i) Literary, dramatic and musical work. Computer programmes/software are covered within the definition of literary work.
- ii) Artistic work.
- iii) Cinematographic film includes sound track and video film.
- iv) Record- any disc, tape, perforated roll or other device.

19. What are the rights of a copyright holder (which when violated lead to infringement)?

a) In the case of literary, dramatic or musical work, not being a computer programme:

- i) To reproduce the work in any material form including the storing of it in any medium by electronic means
- ii) To issue copies of the work to the public not being copies already in circulation
- iii) To perform the work in public, or communicate it to public
- iv) To make any cinematograph film or sound recording in respect of the work
- v) To make any translation of the work
- vi) To do, in relation to a translation or an adaptation of the work, any of the acts specified in relation to the work in sub-clauses (i) to (v)

b) In the case of computer programme: i) To do any acts specified in clauses (a) ii) To sell or give on hire, or offer for sale or hire any copy of the computer programme, regardless of whether such copy has been sold or given on hire on earlier occasions

c) In the case of an artistic work-

- i) To produce the work in any material form including depiction in three dimensions of a two dimensional work or in two dimensions of a three dimensional work.
- ii) To communicate the work to the public
- iii) To issue copies of the work to the public not being copies already in circulation
- iv) To include the work in any cinematograph film
- v) To make any adaptation of the work
- vi) To do, in relation to an adaptation of the work, all of the acts specified in relation to the work in sub-clauses (i) to (iv)

d) In the case of a cinematograph film

- i) To make a copy of the film including a photograph of any image forming part there of
- ii) To sell or give on hire or offer for sale or hire, any copy of the film, regardless of whether such copy has been sold or given on hire on earlier occasions
- iii) To communicate the film to the public

e) In the case of sound recording

- i) To make another sound recording embodying it
- ii) To sell or give on hire, or offer for sale or hire, any copy of the sound recording, regardless of whether such copy has been sold or given on hire on earlier occasions III. To communicate the sound recording to the public

Explanation:-
For the purpose of this section, a copy which has been sold once shall be deemed to be a copy already in circulation

20. How is computer defined for the purpose of copyright?

Computer includes any electronic or similar device having information processing capabilities.

21. What is the definition of a computer programme?

Computer programme means a set of instruction expressed in words, codes, schemes or any other form, including a machine readable medium, capable of computer to perform a particular task or achieve a particular result

22. What is the term of a copyright?

a) If published within the life time of the author of a literary work the term is for the life of the author plus 60 years.

b) For cinematographic films, records, photograph, posthumous publication, anonymous publication, works of government and international agencies the term is 60 years from the beginning of the calendar year following the year in which the work was published.

c) For broadcasting the term is 25 years from the beginning of the calendar year following the year, in which the broadcast was made.

(24) CONSULTANCY ASSIGNMENTS & SPONSORED PROJECTS

1. Vision:

To deepen industry academia interaction

2. Mission:

To keep liaison with the industry

To enable indigenous product development

To encourage and faculty to provide consultancy services of diverse nature

To promote industrial collaborations

To enhance sponsored projects and international co-operations

Introduction

ATLAS SkillTech University, (hereafter called as University) Mumbai envisages creating a rich culture of learning, teaching, researching and consulting atmosphere. Being skill based technological university; it is dedicated towards the development new technologies, services, and products to enable India to become a world leader in advancement of science, technology, engineering, arts and mathematics. The university encourages its faculty, students, and staff to undertake consultancy projects with industry and other institutions across the world. This would enhance the profile of the University and at the same time generate new knowledge. The generated novel content would immensely enrich the experience of faculty and staff, thereby providing valuable real time learning content for students at large. And this knowledge sharing mechanism would help the society to benefit from the professional inputs by the academic community and contribute directly to societal development.

At the same time, given the multiple demands on the faculty time, appropriate balance needs to be maintained between various activities so as to ensure that one task is not performed at the cost of others. Hence, rules and processes are helpful for faculty to plan their work accordingly. Therefore the University, has framed and is executing this policy to support and the faculty and staff in the delivery of the approved consultancies. The policy framework is intended to provide information to both faculty and staff who desire to undertake consultancy tasks with the University approved procedures.

This policy is integral part of the University Human Resources Management Policy and therefore forms a part of the contract of employment of faculty and staff.

Purpose

The purpose of this policy is to set out the guidelines governing consultancy and other outside services undertaken by faculty and staff members of the University.

University recognizes the importance of its faculty and staff undertaking consultancy or sponsored projects from external organizations including industry, research funding agencies, project funding agencies, angel investors, business houses, research centers, and individuals sponsoring research and development activities. University considers these activities as an important medium through which knowledge and expertise can mutually flow between academia, industry and other external agencies. University therefore contributes to the development of mutually beneficial relationships with external organizations and agencies. Therefore, the university encourages faculty and staff members to undertake consultancy and other similar work provided; it does not conflict with the interests of the university. University desires that the engaging in external consultancy would enhance the professional and/or academic competence and experience of the faculty and staff members and would provide them a continuing professional education opportunity through working with the industry. University desires that faculty and staff would create and increase relations between the university and external organizations to increase research opportunities, student admission, and placement, and ultimately help the university to achieve knowledge exchange for the benefit of our country. University desires that consultancy activities would generate additional income for the faculty, staff and at the same time build the resource pool for the university.

Applicability

University policy is applicable to all faculty and staff wherever appropriate and in a manner that is consistent with university rules and regulations governing the employment of them. University encourages faculty and staff to undertake reasonable amounts of consultancy where appropriate to the discipline, and it does not interfere with the primary purpose of the school/center. This policy applies uniformly to all faculties and staff members the university.

“ATLAS” means ATLAS SkillTech University, Mumbai campus, and in context may mean a subsidiary or affiliate designated as an appropriate entity for the conduct of consultancy activities. “Consultant” means any full-time faculty/staff of ATLAS. Any employee of ATLAS undertaking consultancy shall hereinafter be referred to as “Consultant”. “Consultancy” is defined as the provision of expert advice, analysis, and interpretation, which draws upon and applies the expertise and knowledge of ATLAS’s faculty/staff members. It means work of a professional nature, undertaken by the faculty and staff in their field of expertise, for external clients, for which payment is generally received. The consultancy also includes teaching commitments (Corporate Training) undertaken outside ATLAS. Consultancy may be termed as ATLAS Consultancy or Personal Consultancy, as defined under this policy. Essential features of Consultancy are: Consultancy is a work of professional nature, undertaken by university faculty and staff in their field of expertise, for clients outside the university, for which some financial return is provided. It does not have as its main purpose, the generation of new knowledge. Consultancy will produce some form of agreed output which may be partly or wholly owned by the client. It tends to be governed by short-term contracts and involves extra work for existing faculty and staff rather than the employment of new faculty/staff.

“Client” also known as the “customer” means any external organization / individuals who approach ATLAS or its faculty/staff to carry out consultancy work for them. “Recommending Authority” means the delegated officer, who is generally the Head of the Department / Dean / Director as appropriate, or any other Authority so nominated by the management of ATLAS, who is responsible for recommending the consultancy work.

“Approver” means the delegated officer, who is generally the Director of Sponsored Research and Industrial Consultancy (SpoRIC), or any other authority so nominated by the management of ATLAS, who is responsible for approving the consultancy work. “ATLAS Consultancy” means consultancy work undertaken by an individual academic, or other members of faculty/staff (including technicians), or a team of collaborators, departments, or schools, on behalf of ATLAS. Such consultancy will be undertaken within the terms of the member of faculty/staff's contract of employment. In this case, the contractual relationship is between the client and ATLAS and not with the individual faculty/staff. In this case, the office of the Sponsored Research and Industrial Consultancy would enter into a written agreement with the Client. “Personal or Private Consultancy” means consultancy is undertaken by faculty/ staff in a private capacity and in his or her own time, for which there is no conflict of interest with the university's works. However, the payment for the consultancy rendered on a personal basis using ATLAS designation shall be remitted by the client directly to the account of ATLAS only. The relationship between ATLAS and the external party with regard to the work being undertaken is limited to the extent of receiving the consultancy fee. It is expected that the employee must make sure that the external party is aware of this. In this case, the individual acts entirely in a private capacity and has no legal link to the university. No liability passes on to the university and none of the resources may be used for this activity. Examples of such resources are equipment and machinery, any consumables such as chemicals, cutting tools, welding rods, electronic, electrical components, and ATLAS's Intellectual Property (IP) etc., Personal Consultancy must be undertaken outside normal working hours and duties.

Personal Consultancy will not be allowed typically in the following circumstances: When the Consultancy services are to support projects, such as research projects, which are already being carried out at ATLAS. When such Consultancy would contractually preclude ATLAS or its faculty/staff from engaging in other research or other consultancies. When there is any potential to bring ATLAS into disrepute. When the proposed personal consultancy will impact the individual's work at ATLAS. When it is needed to protect the available Intellectual Property of ATLAS.

Note: If an initial enquiry for consultancy work is made to a faculty/staff through their Deans/ Directors/HoDs/ Section Heads and assigned to any faculty/staff, then this shall be construed as ATLAS Consultancy only and would not be considered to be Private Consultancy.

Private Consultancy: This applies only when a faculty is approached on his/her university profile as per designation and cadre.

Exclusions

The ATLAS consultancy policy does not apply to those activities, which may be paid or unpaid, and which are in furtherance of scholarship or general dissemination of knowledge, such as but not limited to:

Authorship of or royalties from the publication of books.

Research, training, and teaching.

Guest Lectures, serving on Scientific Advisory Boards, Research Councils and Professional Associations and Statutory Bodies.

Service on charitable committees

External examiner duties.

Lecture tours and conference presentations or attendance.

Editorship of academic journals or publication of academic articles. Professional arts performances.

Any other activity as defined by the job description of the faculty/staff.

Approvals

Any consultancy proposal received by a faculty and or/ staff of the University should be entered prescribed format for recommendation/approval by Office of the ATLAS Sponsored Research and Consultancy (ASRC).

The Director- ASRC as appropriate will then decide as to whether to accept or reject the proposal.

The decision to accept a proposal to undertake consultancy activity is not automatic and various factors will be considered for arriving at the decision.

In case of any ambiguity, whether a proposed work constitutes consultancy, faculty/staff should seek advice from the Director-ASRC. The office of the Sponsored Research and Industrial Consultancy (ASRC) will provide clarifications where ever necessary and as appropriate, in deciding on the classification of a particular work. In case of any difference of opinion, the final decision shall however rest with the Pro- Vice-Chancellor / Vice-Chancellor.

Prior approval shall be obtained by the faculty/staff for all consultancy work, whether ATLAS or Private. ATLAS reserves the right to reject any consultancy, without assigning any reasons. 45 It is the responsibility of individual members of faculty/staff to maintain their records and ensure it is signed by the appropriate authority. Any faculty/staff found violating the policy is liable to face disciplinary action.

Documenting

Agreement and documenting of consultancy activity are essential to:

Enable ATLAS to meet formal monitoring and reporting requirements, both internal and external, current and future, and that may be required by Government or Non- Government agencies
Prevent uncontrolled or inadvertent transfer of ATLAS's Intellectual Property to a Client.
Ensure the protection of individuals and ATLAS and identify unduly high-risk projects for special treatment.

Enable Heads of Department / Schools or equivalent who are responsible for workload allocation for the faculty to ensure that both Private and ATLAS consultancy activity undertaken by faculty/staff does not interfere with their normal duties and does not give rise to immediate or potential future conflicts of interest within the faculty/staff member's terms of employment.

Safeguard ATLAS's charitable status

Documentation in prescribed must for all accreditation and affiliating agencies including UGC, AISHE, NIRF, NAAC, NBA etc.

Conflict of interest and declaration

ATLAS recognizes that from time to time members of faculty and staff may undertake external work outside their official duties. In order to identify potential conflicts of interest and in the interests of transparency, every member of faculty/ staff, academic and other, shall make an annual declaration of external work undertaken whether paid or not. Examples of such activities are directorships of companies, partnerships, private professional practice, trusteeship, and charitable work etc., Note: Where the Consultancy calls for the rendering of expert services or evidence in Courts of Law, in Arbitrations, or before Government Committees or Agencies, such consultancy should be undertaken with the express approval of ATLAS.

Scope

ATLAS policy applies to all consultancy activities carried out by all university faculty and staff. It should be read in conjunction ATLAS other policies. ·

Consultancy services may be offered to Industries, Service Sectors, Government Departments and other National & International agencies in areas of expertise available within ATLAS.

Research projects sponsored by the Government would not fall under the purview of consultancy services unless specified.

Consultancy Services may be offered to Industries, Service Sector, Govt. Departments and other National and International agencies in niche areas of expertise available in the University. The services offered shall be along the lines of 'Professional Services' and will carry obligations and ethical requirements associated with such services, as indicated in the standard terms and conditions. Consultancy services offered may cover a variety of activities such as Feasibility Studies; Technology Assessments; Assessment of Design and / or Current Manufacturing Process; Material, Energy, Environmental and Manpower Audits; Product Design; Process Development, Software Development; General Troubleshooting, Retrofitting Exercises, Intensive efforts for transfer of highly focused skills and expertise to select groups in specific organizations, vision and strategy statement and so on. Standardization, Calibration Testing and Evaluation services may be offered in which facilities are available or can be augmented. Such services should normally be backed by periodic calibration/standardization of laboratory equipment used for such purposes. All Consultancy and related jobs need to be structured and executed in the spirit of promoting ATLAS. Industry Interaction, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of ATLAS graduates and in the process, generating funds.

Roles and responsibilities

Recommending Authority shall consider:

Individual Faculty or School objectives/targets for that year and individual workloads before recommending. Arrangements in place for ensuring that core activity is not adversely affected by the Consultancy. Ensure that the recommended consultancy work is forwarded to the Office of the ASRC for approval

Approver is responsible for:

Ensuring that the consultant complies with the agreement terms and conditions and forward copies of such progress reports to the office of the ASRC for review. ·

Ensuring that the progress of the ATLAS consultancy is as agreed with the client, through periodic review of the work of the consultancy and his team and provide intervention and support as required ensuring that the progress of ATLAS Consultancy work is on track.

Ensuring that all consultancies are approved in accordance with the requirements of this policy.

Ensuring that approval is accorded to the proposal in line with this policy or in case the proposal does not merit approval, return the proposal with recorded reasons for rejection.

Clarification where there is any doubt and shall get the clarifications from the consultant / recommending authority.

Evaluating the recommended consultancy fees proposed by the consultant / recommended by the Recommending Authority (RA), and where required have the same revised by the consultant.

Conducting discussions and negotiations with the client for the proposed fees and the scope, terms, and conditions of the consultancy arrangement, where required.

Signing the mutually agreed consultancy agreement with the client. · Arbitrating in case of deviations on the agreement on ATLAS's appropriately by modifying the agreement with the client to reflect the changed scope. Approving or rejecting consultancy work that is unsafe or is too complex to handle, because of constraints within the academic and research environment of ATLAS.

Approval of settlement requests on submission of closing report after project completion.

Time limits

A consultant shall be allowed to spend normally one day per working week subject to a maximum of 60 days during the calendar year for consultancy. In no case, the number of working days in a calendar week shall be in excess of two days. In special cases, the time limits can be extended with the written approval of the Pro- Vice-Chancellor / Vice-Chancellor. The consultant shall submit relevant documents within 15 working days of the project completion. The Approver shall accord all approvals or otherwise within 5 working days of submission of relevant documents.

Consultancy administrative procedures On obtaining the consultancy, the consultant needs to submit required details on approved format. Cost of consultancy shall be calculated strictly as per the format for consultancy budgeting provided on the format. It shall be the sole responsibility of the consultant to estimate the time and cost required to accomplish the task. Some consultancy work, especially where ATLAS's resources are being used (e.g. IP) are more appropriately managed under a separate service contract. In such cases, ASRC will recommend entering into a separate Service Contract or Memorandum of Understanding (MoU) with due approvals. While entering into consultancy agreements, only the standard contract terms & conditions of ATLAS's consultancy agreement model shall be used. This is to ensure that the legal and statutory requirements like applicability of duties, taxes, and other statutory levies are complied with by the contracting authority. The Head of the Department / Dean / Director as appropriate can recommend work that can be undertaken under the ATLAS's standard terms and conditions. A copy of the recommendation/request must be forwarded to the Office of the ASRC. The office shall then evaluate the recommendation and accord approval in line with this policy. The information of the approval will be recorded by ASRC and shall arrange for the appropriate approval to enable invoice(s) to be raised. ASRC may be involved in the contract negotiations and shall advise on key issues arising from the terms of the contract. Where issues are considered problematic, approval of the Pro-Vice- Chancellor / Vice- Chancellor shall be sought before final sign-off. Where a client insists on an Agreement on the client's terms, ASRC will review the client's terms and conditions, in consultation with the Legal Department of ATLAS through the Registrar, for acceptance of the Client's terms or request renegotiation. Any agreement with the client, outside of the approved Standard Terms and Conditions can be entered into only after approval of the Registrar and shall be done through ASRC.

Earnings Distribution Model

Consultancy and related services offered will be divided mainly into four categories:

| Earnings | Consultant/ Team | ATLAS |
|----------------------------------|------------------|-------|
| Personal/Individual Consultancy | 70 % | 30 % |
| ATLAS consultancy | 60 % | 40 % |
| Testing, Evaluation, Calibration | 30 % | 70 % |
| Retainership fee | 70 % | 30% |

Statutory deductions for income tax and other such taxes will be made, and faculty/ staff will receive only the net amount after the applicable deductions. Amounts payable to the faculty and staff cannot be drawn in cash or as cash alternative for an individual's benefit and shall be paid only electronically into the salary bank account of the individual. The share is exclusive of the salary payable to the Individual.

Distribution model is based on income per consultancy

Retainership: In case the client offers to pay a salary or fee to avail the services of the consultant and co- consultant, the Retainership may be accepted with the written permission from the respective School Dean and Director- ASRC. The Retainer fee thus earned will be shared by the consultants and ATLAS as mentioned above. The consultant may engage fulltime with the client during his/her summer/winter vacation with the written permission of the Dean/Director/Section Heads and Director- ASRC

The price of any consultancy agreement contract shall be on a contract-by-contract basis, depending on the nature of the client and project.

In any financial year, a total consultancy income of a faculty/staff member permissible under the standard distribution model outlined above shall not exceed the total gross salary for the year of the individual. Salary does not include any other payments such as ex-gratia, monetary, and non-monetary awards given to the individual by ATLAS. Any amount over this prescribed limit, due to a faculty member, will be remitted to the ATLAS's Development Fund (ADF).

The development of teaching and academic materials and other publications (books and articles) in a consultancy shall be subject to norms of ATLAS's policy.

ATLAS'S Research Development Fund (ADF)

This fund is to facilitate consultants close accounts of all concluded projects and at the same time enable them to provide for funds to support their ongoing research, equipment maintenance, laboratory development etc.

Consultancy Norms

Consultancy work will be taken up by the AUH faculty and research staff subject to the following norms: The responsibility for conduct of the project and the deliverables will lie with the Consultant Faculty-In- Charge, the Dean of Research Office and Director of ASRC of ATLAS will only provide the necessary administrative support.

The consultancy cannot be at the cost of the duties of the said faculty member at the ATLAS. Ideally, a faculty member is permitted to devote an average of 16 hours (equivalent to Two working days) per week for all consultancy projects during a semester.

All expenses for a consulting project, including the University Overhead Charges and the Service Tax, must be met by the sponsoring agency. ATLAS Overhead Charges are approximately set at a flat 10% for projects not requiring use of laboratory resources, and 20% for those that need use of ATLAS laboratory or studio facilities. This overhead charge is computed as an addition to all fees and expenses for the Consultancy Project. Twenty-five percent of the overhead charge will go into a departmental professional corpus, and another 25% will be credited to a professional development fund of the consultant(s).

The minimum total budget for a consultancy project must be ₹ 10,000/(excluding the Service Tax, (As on date) but including the ATLAS overhead charges.

Although a faculty member is free to charge whatever daily fee they deem appropriate, ATLAS recommends that the minimum daily fee for Scientific / Technical / Professional Advice be no less than one percent (1%) of the faculty member's CTC.

The Consultant In-Charge can sanction payments to existing technical and supporting staff for work on a consulting project at a daily rate not to exceed one percent (1%) of said staff's CTC, and subject to a monthly maximum of one half of the monthly gross salary of said staff.

Recruitment of temporary staff for Consultancy Projects shall follow existing University norms and rules for project staff recruitment. Purchases and travel for the consultancy project shall be from project funds budgeted for such expenses, and shall follow the existing University purchase and travel rules. The time spent on consultancy and related assignments shall be limited to the equivalent of one to two working day(s) per week. In addition, consultants may like to utilize, on an average, one non-working day per week.

Consultancy assignments may be taken up and implemented, within the constraints indicated above, provided they do not have any adverse impact on the ongoing academics, research and related activities. The services of permanent employees of the Institute may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the Institute. Students who are willing to work on consultancy projects may be permitted as per Institute norms to do so, provided it does not affect their academic commitments and performances. Such work by students may be compensated by suitable honoraria.

Any other employee of the Institute may take up consultancy work with prior approval of the Vice Chancellor, AUH. For this purpose employees undertaking consultancy, shall herein after be referred to as Consultant.

Consultancy Norms for Travel

Travel out of the campus on account of consultancy activities should be undertaken with intimation to the head of the department/school. In case of Heads of these entities, intimations should be sent to the Vice Chancellor, ATLAS.

Outstation travel of consultancy assignments may be undertaken normally with the prior approval of the Head of the Institute/School, as the case may be.

Travel cost should be part of the project/consultancy cost.

Consultancy Norms for Project Execution

Consultancy projects are normally initiated by requests/enquiries from the industry directly to the Institute or by discussion between the industry and the Consultants.

When the enquiry is directly received by the University, the work will be assigned to specific consultant/or groups of consultants depending on their expertise, and existing commitments.

In the event of a client preferring the services of a specific consultant, the assignment may normally be assigned to the identified person with the approval of the Vice Chancellor.

All acceptance letters will be sent by the Director- ASRC to the requesting agencies, in consultation with the dean of the school and Vice Chancellor. Consultancy project proposals (prepared in response to a client's request) are to be approved by the Director- ASRC and Vice Chancellor, ATLAS o may examine the scope of the work and cost estimates. It is essential to discuss proposed work plans with a client vis-à-vis the scope and projected time-line, in order to obtain clarity before the consultant prepares the cost and estimates.

The Charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may have to be considered. The minimum charges applicable in respect of consultancy jobs will be Rs 10,000/- excluding any applicable tax. It is desirable that Preliminary Diagnostic Discussions/Site Visits, leading to the generation of consultancy proposals may be charged at a minimum rate of Rs 5,000/- (for US\$200 or equivalent in the case of international assignments) per day or part thereof, in addition to travel and incidental expenses as applicable. Consultant should be aware of the potential for the generation of Intellectual Property during the execution of projects. The Intellectual Property Policy of the AUH will govern all decisions and actions concerning the generation, handling, protection and commercialization of the Intellectual Property.

Consultancy Rules: Payment Schedule

The charges for any assignment are normally payable in advance. However, exceptions may be made in respect of assignments involving charges exceeding Rs.1, 00,000/- and with implementation period exceeding 3 months.

In case of large assignments, a payment schedule linked to milestones can be worked out. Such a payment schedule should ensure that (i) advance payment is received for every segment of work, and (ii) the number of installments is reasonable and consistent with case of implementation.

Consultancy Rules : Payments

The consultancy project costing is based on the following:

All payments for consultancy shall be routed through ATLAS only. This means, that whenever payments are done, they should come in the name of the ATLAS, electronically into the designated bank account and ATLAS will then do the needful for complying with statutory laws and then give the share to the faculty/staff as the case may be. No individual faculty member shall receive any compensation either cash or in-kind directly.

The breakup of the consultancy charges should not be shared with the client. Only a lump sum figure of total consultancy charges may be quoted. However, the working sheet should be maintained as a part of internal records and shall be subjected to Internal Audit as deemed necessary.

The consultancy agreement shall conform with the laws of India as laid out in the Standardized Terms and Conditions. In exceptional circumstances after due approvals, compliance with both the countries and/or international laws may be agreed upon.

The responsibility for completing the project rests solely with the consultant. The agreed deliverables are the responsibility of the consultants. ATLAS provides the consultants only the necessary support. After completion of the project, a final Project Completion Report (PCR) shall be provided to the funding agency and two copies shall be sent to the office of ASRC for records.

A Completion Certificate (CC) should be obtained from the client for successful completion of the project based on which only the project account will be closed by the Finance Department of ATLAS. Testing & Evaluation services may be offered to meet the needs of governmental and related agencies, special clients, and other outside educational institutions.

Standardization and Calibration services may be offered in areas in which facilities are available within ATLAS or can be augmented. Such services should normally be backed by periodic Calibration / Standardization of laboratory equipment used for such purposes.

While for large projects, where the value of consultancy is in excess of Rs. 1 Lakhs (Rupees one Lakhs only) stage payments against agreed milestones may be accepted with due prior approvals, for small projects or day-to-day consultancy works, payments shall be received in advance from the client/s.

In extraordinary cases, where the ATLAS consultancy work taken up cannot be completed by the consultant, ATLAS reserves the right to reassign the consultancy work to another investigator.

Where it is not possible or where it is felt by ATLAS that successful completion of the consultancy is not feasible, the Approver would take it up with the client to close the project.

Components of the Costing:

Consultant Fees (CF): This will include charges for the time of the Institute. The CF is limited to 20% of the project cost for Category of Testing, Evaluation, and Standardization and Calibration jobs.

Charges for Personnel engaged in Technical Services (CPTS): This refers to the charges payable to the permanent employees of the University for their Efforts in the execution of the project. The CPTS is limited to 30% of the project cost for Category of Testing, Evaluation, and Standardization and Calibration jobs. **Operational Expenses (OE):** These include expenses incurred on consumables, contingencies, travel and travel and daily allowance, honoraria for students and all other expenses related to the consultancy project. These also include Equipment Utilization Charges for the usage of institute equipment for all consultancy projects.

Overheads (OH): Overheads will be charged at the rate of 20% of OE (see 20.3) as applicable. The equipment maintenance and the expenses on use of infrastructure will be taken care of by the ATLAS from this fund.

Capital Equipment (CE): This will include charges for the purchase of specific equipment for implementation of consultancy projects.

Contract Negotiation/Legal Expenses may be levied for projects involving contract/negotiations.

GST, Service tax and other taxes, as applicable, shall be provided for in the project cost.

Disbursement

The disbursement of Consultant Fees (CF) and charges for personnel engaged in Technical Services (CPTS) are as given below : The disbursement of CF will entail a deduction of 20% as the Institute share for Consultant's earnings. The deduction of the Institute share will be on the actual amount disbursed to the Consultant(s).

Consultant Fees (CF), as well as charges payable under CPTS, may be disbursed as indicated below: In the case of short duration jobs entailing full advance payment, full disbursement to be made upon completion of the job and receipt of (i) a completion certificate from the project leader and (ii) the project completion report.

The disbursement of CPTS to permanent employees of the Institute will entail a deduction of 20% as Institute share.

Review and other Related Matter of Consultancy Projects

It is essential to provide an effective framework to ensure smooth implementation of consultancy projects in the context of Educational, R&D and related activities. Also, -ASRC should be in possession of basic information in respect of consultancy activities to meet various proactive as well as reactive needs. To meet these requirements, the implementation needs to be within the framework presented in this policy.

Other related matters

Earnings for Technology Transfer, Revenue Sharing and Royalty will be governed by the Intellectual Property Policy of ATLAS.

Notwithstanding the above, and keeping in mind the best interests of the AUH, consultancy may be taken up in exceptional cases, not covered by the above rules, with prior approval of the Vice Chancellor, ATLAS.

STANDARD TERMS AND CONDITIONS

Scope :

As described in the main sheet of the order for project/consultancy work.

Payment Terms: 100% in advance by Demand Draft / Electronic Bank Transfer only. (Exceptional cases refer policy details)

Delivery Terms: Any component/equipment/parts and such things sent by the client to ATLAS shall be delivered safely at the concerned laboratory or designated location as given by the consultant, on free- of- cost-basis. After completion of the project/consultancy work, the items given by the client, if returnable, will be delivered by ATLAS on as-is-where-is basis and as-it-is basis, in un-packed condition at the respective campus. It shall be the responsibility of the client to collect such items within a reasonable period of 30 days from the date of intimation by ATLAS.

In the event the items remain uncollected, ATLAS reserves the right to dispose of the item/s without any reference to the client and transfer the proceeds of any of such disposal to ARH only. The client shall have no claim on the same. ATLAS is not responsible for any loss or damage in transit.

Delivery Period: The duration of the project is given in good faith by ATLAS and all efforts will be taken by ATLAS to complete the project/consultancy work within the indicated timelines. However, ATLAS is not agreeable to pay any compensation to the customer for any loss or damage, direct or consequential arising out of any delays.

Termination: The project/consultancy work may be terminated by either party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations, if any, in connection with the project.

Liquidated Damages: ATLAS is not agreeable for any penalty on account of delayed delivery of the project/consultancy work, unless otherwise agreed to specifically in writing, by ATLAS. Any such condition imposed unilaterally by the client shall not apply for the consultancy work taken up by ATLAS on behalf of the client.

Payment Terms: 100% in advance by Demand Draft / Electronic Bank Transfer only. (Exceptional cases refer policy details)

Delivery Terms: Any component/equipment/parts and such things sent by the client to ATLAS shall be delivered safely at the concerned laboratory or designated location as given by the consultant, on free- of- cost-basis. After completion of the project/consultancy work, the items given by the client, if returnable, will be delivered by ATLAS on as-is-where-is basis and as-it-is basis, in un-packed condition at the respective campus. It shall be the responsibility of the client to collect such items within a reasonable period of 30 days from the date of intimation by ATLAS. In the event the items remain uncollected, ATLAS reserves the right to dispose of the item/s without any reference to the client and transfer the proceeds of any of such disposal to ARH only. The client shall have no claim on the same. ATLAS is not responsible for any loss or damage in transit.

Delivery Period: The duration of the project is given in good faith by ATLAS and all efforts will be taken by ATLAS to complete the project/consultancy work within the indicated timelines. However, ATLAS is not agreeable to pay any compensation to the customer for any loss or damage, direct or consequential arising out of any delays.

Termination: The project/consultancy work may be terminated by either party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations, if any, in connection with the project.

Liquidated Damages: ATLAS is not agreeable for any penalty on account of delayed delivery of the project/consultancy work, unless otherwise agreed to specifically in writing, by ATLAS. Any such condition imposed unilaterally by the client shall not apply for the consultancy work taken up by ATLAS on behalf of the client.

Risk Purchase: ATLAS is not liable for any compensation whatsoever to the client for any alternate action taken by them on the project/consultancy work awarded to ATLAS unless otherwise agreed to specifically in writing by ATLAS. Any such condition imposed unilaterally by the client shall not apply for the consultancy work taken up by ATLAS on behalf of the client.

Force majeure: ATLAS shall not be held liable for any loss, damage, delay, or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control of ATLAS

Intellectual Property Rights (IPR): All rights pertaining to any intellectual property generated/created/invented in the due course of the project, will be the joint property of ATLAS and the client. Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and agreed to document if required.

Testing and evaluation reports given by ATLAS will be based on work performed according to available standards and/or open domain literature. In any event, this report may not be construed as a legal document, certificate, or endorsement and may not be used for the marketing of the products or processes, without the prior consent of ATLAS. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and joint research and publication purposes.

Jurisdiction: Any disputes arising out of the project/consultancy work shall be amicably settled by ATLAS and the Client. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and all legal constraints are subject to Mumbai Jurisdiction only.

Declaration: All works undertaken by ATLAS, Mumbai as part of the project will be carried out in good faith and based on material/data / other relevant information given by the client requesting for the work

Retainership fees: A retainer fee is an amount of money paid upfront to secure the services of a consultant, freelancer, lawyer, or other professional. A retainer fee is most commonly paid to individual third parties that have been engaged by the payer to perform a specific action on their behalf. These fees, almost always paid up front, only ensure the commitment of the receiver. In addition, retainer fees usually do not represent the total final cost of the services provided.

Testing, Evaluation, Standardization and Calibration Charges:

Using the equipment and human resources of the University to provide the services for testing, evaluation, standardization and calibration of products and services

Testing: Testing is a process or system which is used to identify characteristics or problems.

Evaluation: Evaluation is a systematic determination of a subject's merit, worth and significance, using criteria governed by a set of standards.

Standardization: Standardization is the process of implementing and developing technical standards based on the consensus of different parties that include firms, users, interest groups, standards organizations and governments. Standardization can help maximize compatibility, interoperability, safety, repeatability, or quality.

Calibration: Calibration is the comparison of measurement values delivered by a device under test with those of a calibration standard of known accuracy.

EARNINGS DISTRIBUTION PROPOSAL (INTERNAL CIRCULATION ONLY).

| | | |
|--------------------------------|---|--|
| Consultancy No/Year | | |
| Title of the Project | | |
| Category of Consultancy | Select One with tick mark | |
| | ATLAS Consultancy | |
| | Personal Consultancy | |
| | Testing and evaluation service | |
| | Standardization and calibration service | |
| | Others (please specify) | |

| | | |
|------------------------------------|---------------------------------|--|
| PI/ consultants | | |
| School/Center | | |
| Client Name and details | | |
| Amount received from client | | |
| Money receipt details. | Invoice No. & Date : | |
| | Receipt remarks | |

Calculation of distribution amount:

| Sr.No. | Description | Amount (Rs) |
|--------|--|-------------|
| 1 | Total Consultancy Fees collected including all Taxes | |
| 2 | GST Collected | |
| 3 | Actual Total Expenditure (Please attach detailed break-up) | |
| 4 | Institutional overheads | |
| 5 | Balance available for distribution [1-(2+3+4)] | |

Earning Distribution

| Sr.No. | Type of Consultancy | Distribution proposal | Share % | Amount (Rs) |
|--------|---|-----------------------|----------|-------------|
| 1 | ATLAS Consultancy | Consultant-1 (C1) | C1 | |
| | | Consultant-2 (C2) | C2 | |
| | | Consultant-3 (C3) | C3 = 60% | |
| | | ATLAS | 40 % | |
| | | Total | | |
| 2 | Personal Consultancy | Consultant-1 (C1) | C1 | |
| | | Consultant-2 (C2) | C2 | |
| | | Consultant-3 (C3) | C3 = 70% | |
| | | ATLAS | 30 % | |
| | | Total | | |
| 3 | Testing , Evaluation, Standardization & Calibration | Consultant-1 (C1) | C1 | |
| | | Consultant-2 (C2) | C2 | |
| | | Consultant-3 (C3) | C3 = 30% | |
| | | ATLAS | 70 % | |
| | | Total | | |
| 4 | Retainership Fee | Consultant-1 (C1) | C1 | |
| | | Consultant-2 (C2) | C2 | |
| | | Consultant-3 (C3) | C3 = 70 | |
| | | ATLAS | 30 % | |
| | | Total | | |

(25) INCUBATION POLICY

Incubation Center; Under Center for Innovation, Incubation, Entrepreneurship. and Research 19 March 2022

Introduction

ATLAS SkillTech University is created to welcome ambition, in every form. Our vision is to create a workforce that is equipped with the skills of tomorrow. The mission is to empower students with 21st century knowledge & multidisciplinary skills enabled by Information Technology. Each program has its unique features; all designed around the overall growth of aspiring students.

ATLAS has the unique advantage of being in the heart of Mumbai's creative district – Bandra Kurla Complex (BKC) – which has emerged over the past decade as the go-to destination for: business, financial sector, cinema, television, and technology. We are the first and only provider of new age skillTech education in this location, which offers us unique advantages: Campus within corporates: Our ecosystem is strategically located around 100 plus large corporates which are leading providers of consulting, financial services, retail, and other services.

BKC: The Business district of Bandra in Mumbai will be the first urban Business district in India which is home to over 600,000 working professionals and 1500 organizations. Our presence in this thriving ecosystem will help entrepreneurs learn, collaborate, and innovate. Infrastructure: The ecosystem is built with an objective of providing 21st century infrastructure to students, academia, industry, and entrepreneurs. We have dedicated an entire floor of 10,000 square feet to the setting up of an Incubation Centre. Home To TiE (The Indus Entrepreneurs) Mumbai – The Mumbai Chapter of TiE is one of the most vibrant and fastest growing entrepreneurial ecosystems in the TiE Network, the world's largest non-profit global network of entrepreneurs and professionals dedicated to the advancement of entrepreneurship. TiE Mumbai fulfills its mandate of 'fostering entrepreneurship' through educational, mentoring, inspirational and networking programs mapped to each stage of the entrepreneurial lifecycle. The presence of such ecosystem partners will greatly benefit our IC - CIIER at ATLAS SkillTech University. Access to Growth Capital – By far one of the most important factors to ensure the success of any new venture is access to funding, given our location in the heart of India's financial capital and relationships with numerous angel investors and venture capitalists we can secure pre- series A and Series A funds for our start-ups. Through A series, support can be substantiated to eligible applicant for commercialization and scaleup of an Idea and Technology turned into patent through Incubation Centre. Additionally, the incubation centre features labs, co-working spaces, CNC milling and 3-D printing machines, exhibition spaces and VR / AR demo spaces which we intend to leverage fully to the advantage of our incubatee companies. Also, this facility can be extended to Incubation centre of ATLAS to work on applicant's idea and substantiate help in organizing workshops and other specialized events.



GRAPHICAL ABSTRACT

Incubation Center; Under Center for Innovation, Incubation, Entrepreneurship. and Research 19 March 2022



INFRASTRUCTURE

- Office Space
- Labs
- Common Facilities
- Connectivity



NETWORKING

- Investors & Bankers
- Industry
- Manufactures
- Mentors & Experts



IP, TALENT

- Technologies
- IP Management
- Faculty Expertise,
- Student & Research Scholars



EXPERT ADVISE

- Legal
- Accounting
- IP
- Regulatory & Finance



FUNDING

- Office Space
- Labs
- Common Facilities
- Connectivity



VISIBILITY & OUTREACH

- Open Days
- Demo Days & Events
- Media & Investors



SOFT SKILL DEVELOPMENT

- Bootcamps
- Coaching
- Workshops
- Trainings



REVITALIZE FAILURE

- Assessment
- Rebranding
- Reoperation

Figure 1 Shows the basic elements of Incubation center Proposed [CII]
Graphical Representation for Guidelines Overview

Graphical Representation for Guidelines Overview



Figure 2 Overview of guidelines for Incubation center under CIER at ATLAS SkillTech University

Overview of Activities

There is recognition worldwide that technology innovation can play a significant role in helping address issues of economic development and social improvement. These challenges take a special urgency in India, where a growing population and rapidly evolving society can benefit deeply from job creation by start-ups and new age entrepreneurs.

Since the inception of ATLAS SkillTech University and specifically School of Design & Innovation has been delivering skill-based education to college students and young professionals in the areas of design, innovation, creativity, entrepreneurship, and technology. We encourage our students to launch startups and build next generation companies through Incubation center. and consists of state-of-the-art infrastructure and technology which will enable students and young entrepreneurs to fulfil their ambitions of building companies which will transform India.

As part of the infrastructure startups and entrepreneurs will have access to IT enabled collaborative workspaces, Wi-Fi, conference and meeting rooms, event facilities and rapid prototyping labs to encourage a culture of innovation and entrepreneurship.

Given our location in BKC which is Mumbai's Business District and home to over 500+ corporations and businesses our incubatee will have close access and proximity to mentors, sectoral experts, and senior industry professionals.

ATLAS SkillTech University has been creating an enabling entrepreneurship ecosystem by: Onboarding qualified mentors and sector experts to guide and nurture our startups

Hosting and curating events focused on entrepreneurial skill building and startup networking Investing in the latest technologies and services Relationship building with corporations and industry to create a consumer based for startups

Activities in Incubation Center

I. Assessment of entrepreneurial needs: The need is classified in five different categories.

Student Entrepreneurs New Companies

- Pre-revenue, idea stage (product under development, no customers)
- Pre-revenue, product stage (product ready, but no customers yet)
- Post-revenue, evolving (product ready and with paying customers, ready for scaling and product evolution)

Existing startups which want to scale up

- Mature startups (multiple iterations, successful product, long standing customers)
- Pivoting startups (reached a growth / adoption plateau, but core team / idea / product has merits and can be scaled after a pivot)

Corporates requiring incubation of ideas

- Strong MNCs looking to self-disrupt
- Smaller companies looking to make world-changing bets (identify the Nokia of India and make it sell phones, rather than paper clips)

Local entrepreneurs

- First generation setups and family businesses looking to scale and grow
- Micro and Small and Medium Enterprise

||. Proposed Thrust Area of Incubation

Given the proximity to corporates and organizations in the financial capital of Mumbai, access to mentors and our network, we would like to focus on the following thrust areas for incubation:

- Smart Manufacturing
- Design & Creative Media
- Media & Entertainment
- New Media Technologies including Virtual Reality & Augmented Reality
- Financial Technologies or FinTech in areas like Credit and P2P Lending, Payment
- Technologies, and Personal Finance
- Renewable Energy
- Education & Education related technologies with a focus on artificial intelligence and machine learning
- Internet of Things
- Medical Technologies and Mobile Health In addition, in the same campus we are in the process of setting up design and innovation digital experience centers which will provide an opportunity for organizations to collaborate on solutions for the future including smart city initiatives, internet of things, cloud technology and renewable energy solutions.

III. Sources of attracting new incubate entrepreneurs

To ensure we can take advantage of India's demographic dividend the focus of our incubator will be to encourage student and youth entrepreneurship.

Hosting Entrepreneurship Boot camps at the Incubator

Networking & Skill Sharing with Existing Accelerators

Facilitating Hackathons & Corporate Innovation Challenges

IV. The candidates to the Incubator should fulfil the following criteria:

Have the opportunity for self-development.

Have the potential that would enable the strengthening and the diversification of the local economy.

Require the space which can be delivered by Incubator.

Have management that should be located / willing to relocate to Mumbai for the period of incubation.

Should create new jobs, especially for the citizens of the cities and/or of the region.

Use new technologies which ensures competitiveness at large among the companies and the enhancement of employee qualifications.

V. Other Notable Services

Other Notable Services which our TBI will be able to provide based on our core competencies include the following:

- Mentoring & Counselling
- Product & Service Development
- Market Access & Customer Acquisition
- Training & Skill Development
- Technology & Services Commercialization
- Business Support Services
- Angel Investment & Fund Raising

VI. Strength of Incubation center at CIER

Entrepreneurship:

Our focus is to drive design and technology led entrepreneurship through nurturing of corporate ideas, scaling up of ventures including student ventures, industry 'excubation' initiatives, family businesses, MSME ventures and innovative technology startups.

Excubation:

- Separate innovation from execution
- Attract entrepreneurial talent
- Facilitate innovation flow
- Manage innovation portfolio
- Inspire employees in the core business
- Educate employees
- Support idea flow

People:

- Our innovation network includes upper-level management that funds projects, leaders who have had success with past innovations, technical experts, and external consultants.

Network:

- Our extended group of stakeholders have a platform to collaborate in productive ways. An opportunity to hold regular meetings, events and talks where innovators across organizations can get together and share experiences. Leading entrepreneurs, investors, mentors, academicians, and industrialists meet regularly with a variety of groups to exchange ideas and contribute to the development of the ecosystem

Education:

ATLAS SkillTech University is a leading provider of design and communication education. Our programs are delivered to the future leaders by the greatest academic minds who combined will play a significant role in the innovation success of the world's fastest growing startup ecosystem – India.

Incubation General Terms

| Sr.No. | Parameters | Remarks |
|--------|------------------------|--|
| 1 | Duration of Incubation | 3 Years |
| 2 | Type of Incubation | <ul style="list-style-type: none"> • Pre-Incubation • Regular • Virtual • 2nd Incubation |
| 3 | Incubation Support | ANNEXURE - I |
| 4 | Funding Support | <ul style="list-style-type: none"> • Upfront Support • MSME • DRDO • NIDHI • VC • Angel Investor |
| 5 | Incubation Process | <p>Two-level process:</p> <ul style="list-style-type: none"> • Internal Presentation • External Presentation <p>The process may be relaxed if significant milestones are achieved</p> |
| 6 | Mutual Consideration | <p>Subsidized Rent, equity, revenue share</p> <ul style="list-style-type: none"> - Equity & Revenue share not to exceed 6% in case of physical application - Split options will be 5+1, 4+2, 3+3 between equity and revenue share, respectively. - Virtual incubation will be at half of the above i.e., 3% with split options 2+1 or 1.5+1.5 <p>The revenue share will be commensurate with a stay in incubation. There will be minimum and maximum cap based on the nature of incubation. Additional space, an extension of stay, or in case of pre-incubation there will be additional consideration applicable and will be decided on a case-to-case basis.</p> |

| | | |
|---|----------------------------------|--|
| 7 | Condition for Incubation Support | <ul style="list-style-type: none"> - Company Registration as (OPC/Proprietor Firm/LLP/Pvt. Ltd) company within a period of 3 months of incubation. - GST Registration - Operative Current account opening - The team must have a Founders agreement on letterhead. <ul style="list-style-type: none"> • MoA (Memorandum of Association) • AoA (Article of Association) <p>Active web presence (Website) A separate agreement for incubation</p> |
|---|----------------------------------|--|

Templates on detailed terms and related agreements will be shared when there is mutual consensus on incubation subject to the satisfactory review process.

Guidelines for Mentors and mentees

The incubation centre under CIER, hosted by ATLAS SkillTech University (Mumbai), administers a business incubator that provides support for technology-based entrepreneurship, extending the role of ATLAS SkillTech University by facilitating the conversion of research activity into entrepreneurial ventures.

CIER (Proposed) came into existence in March 2022 to administer ATLAS SkillTech University's Incubation Centre. The incubator, with infrastructure spread over 10,000 sq. ft. can accommodate about 20 - 25 companies. This document represents IC – CIER (Proposed) current approach to participating mentors and mentees. For more information, please contact us directly at incubation@atlasuniversity.edu.in

I. Need for mentoring

Formulating the business plan,

Team building,

Product development,

Fund-raising,

Business development,

II. Eligible Mentees

Students, faculty, and alumni of ATLAS SkillTech University with technology-based startups are eligible for incubation at IC - CIIER, which includes mentor support. Incubatees must be willing to agree to the requirements of pre-incubation or incubation programs with IC - CIIER. Participation/ availing mentoring during incubation is mandatory for those without substantial experience.

III. Potential Mentors

Mentors are successful and experienced people willing to share or impart knowledge and wisdom to those less experienced, in this case, entrepreneurs of startup companies. IC – CIIER will maintain a periodically refreshed list of people with proven skills and experience who have volunteered to help IC – RRIEIR startups. Mentors will be chosen to represent a wide range of expertise and experiences- such as CEOs, CTOs, VPs, partners, or directors of successful companies.

Guidelines for Mentors

Mentors stand to gain the satisfaction of making a difference in fledgling entrepreneurs' life and contributing back to society. In addition, they also get to keep in touch with new technologies, people, and networks by working with young entrepreneurs.

Mentors should provide no inventive contributions to the mentees without sufficient legal agreements. The following are the expectations of enrolled mentors.

1. Availability

Mentors will make their best efforts for regular contact with mentees on a mutually agreeable schedule, taking up to 2/4/6 hours per month. This is the typical case; this is flexible based on mutual agreement.

2. Relationship

The relationship between mentors and mentees should be always professional and with proper business etiquette. Mentors should treat mentees with dignity and respect. Mentors should encourage mentees to be responsible for the mentoring.

3. Confidentiality

Mentors will maintain the confidentiality of any proprietary information of the incubatee.

4. Conflicts of Interest

Conflicts of interest should be avoided when deciding on the mentoring relationship. When one or more interests of the mentor (financial or non-financial) conflict with mentoring relationship and responsibilities, the situation should be promptly disclosed to the mentee and an appropriate course of action taken.

5. Remuneration

Mentors are volunteers and advice given is not based on consultation fees. The typical model is giving small equity in the company. The norm is 1/2-1% of equity for a year, incrementally in 3-month periods, but not more than 3% in total.

6. Change of status or discontinuation

Discontinuation of the mentoring relationship should be communicated to IC - CIIER. Mentors may transition to a different status such as investor or board member, but again, with explicit communication in advance of the transition to IC - CIIER.

Guidelines for Mentees

Discontinuation of the mentoring relationship should be communicated to IC - CIIER. Mentors may transition to a different status such as investor or board member, but again, with explicit communication in advance of the transition to IC - CIIER.

1. Clarity of needs

Mentee should identify his or her desired outcomes from mentorship prior to pursuing a potential mentor. This will help IC - CIIER identify appropriate mentors with higher chances of positive outcomes.

2. Responsibilities

Mentee must take active responsibility for the business mentoring relationship. Mentee should be considerate of the mentor's time, open to mentor's suggestions, yet be responsible for all decisions made and actions taken.

Mentee should establish clear objectives together with the mentor and work diligently to get targets.

3. Contact with IC – CIIER

If the mentee has a concern/ question about the mentorship, he/she should contact IC – CIIER.

Mentoring Process

- When the incubation of a start-up is being finalized, IC – CIIER would recommend a mentor from its list and introduce him/her to the company.
- The promoters are either free to choose from the said list or are free to have their own mentor albeit with the concurrence of IC - CIIER.
- The company and mentor will initially engage with each other to understand the role and contribution that the mentor can make to the company.
- If the arrangement works out positively for the company, the association needs to be formalized with a suitable consideration model to ensure continued involvement of the mentor. Such a contract should cover aspects such as:

Agreements

The following agreements are required to be signed by the supported entities to the extent applicable.

- Incubation agreement:
Between IC - CIIER, supported entity and its Promoters for CIIER incubation support
- Founders' Agreement:
Between the founders of the company, copy of which is shared with IIC- CIIER
- Seed Support Agreement:
Between IC-CIIER & seed supported company on sanction of seed support to the incubatee company in IC-CIIER. Agreement for Equity/Convertible Instruments (Compulsory Convertible preference shares (CCPS) & Optionally Convertible Preference Shares (OCPS))/Loan.
- Program agreement/documents as specified.

Annexure I Incubation Support: Details of Facilities

I. Physical infrastructure:

Fully furnished Office Space

Shared resources: Meeting rooms, Conference rooms, Pantry

Office productivity equipment: Fax, Photocopier, Shredder, Scanner, Projector

Lab: IC – CIIER Lab with Equipment and software tools, Facilitation for access to ATLAS SkillTech University Labs

II. Utility

Electricity#

Internet#

#No cost for electricity/internet consumption or any utility or service is charged separately to the Incubatee. However, Incubator retains a right to limit the free electricity/internet consumption and other utility, beyond which charges will become payable by the Incubatee.

III.IT Support

Cloud credits

Online platform for HR

(*Several large companies offer the services only to start-ups incubated at a recognized incubator. The support being offered to the companies is based on its availability at the time of the incubation. Incubator may withdraw the facility if it is withdrawn by the service provider)

IV. Cash and grants:

- Upfront Support of Rs. XX lakhs (Rs. XX lakhs for virtual incubation)
- Potential for additional seed support in form of convertible instrument up to Rs. XX Lakhs for hardware start-ups and up to Rs. YY Lakhs for software start-ups,

- Facilitation for Government funding programs

MSME

DRDO

NIDHI

BIG BIRAC

V. Advisory and coaching:

- Mentoring
- Trainings and workshops
- Free advisory from Experts- legal, CA, IP. Addition expert area may be added during the incubation. The Incubatee however will have to pay for specific transactions.

VI. Network:

- Facilitation for business, professionals, and expert network
- Facilitation for investors network
- Facilitation for industry connection
- Showcasing opportunities

VII. Ecosystem advantage:

- Experiential learnings in incubator
- CIIER ecosystem- technical resources and interactions, students, library, easy access to IP
- IC- at - CIIER- ATLAS SkillTech University Brand
- Media visibility
- Address for incorporation (for resident incubatee under physical incubation)



Notes:

1. If physical incubation: The Incubatee will have to deposit Rs. 25,000/- (Rupees Twenty-Five Thousand only) with Incubation Centre at ATLAS SkillTech University as non-interest-bearing returnable security deposit. The said amount will be returned at the time of vacating the Incubator after deducting outstanding dues and/or after adjusting for any potential cost to the incubator, if any.
2. The Incubatee shall pay for the usage of fax machine and photocopier on actual basis.
3. The ownership of all assets and facilities so provided as a part of Incubatee supports and facilities rests with Incubator, as the case may be.
 - Pre Incubatee will be provided with all the above incubation support except funding
 - Virtual Incubatee will be provided with all the above incubation support except physical office space.