

APSSDC/HR/FY20-21/001

DATE: 01/04/2020

**FIXED TERM CONTRACT ENGAGEMENT LETTER**

Dear Mr.N. Ravi Kumar

We are pleased to offer you a Fixed Term Contractual position in Andhra Pradesh State Skill Development Corporation (APSSDC) with the following Terms & Conditions.

**1. DESIGNATION:**

You will be designated as **Multi Skill Trainer**.

**2. CONTRACT PERIOD:**

1. You will be on a Contract for a period from 01-04-2020 to 31-03-2021.
2. Management of APSSDC reserves the right to review your performance & shorten / extend the above contract period, without assigning any reasons to you and the decision of the Management will be final in this regard without any legal remedies to you.
3. Your Appointment will automatically come to an end on expiry of the above Contract period, including such extended period as mentioned above, and no notice pay or retrenchment compensation will be payable to you by the Management.
4. During or after the end of your Contract period you will neither have any right or any lien on the Job / position held by you. You will not be eligible to claim regular employment even if there is such vacancy for the post held by you or otherwise.

**3. COMPENSATION & BENEFITS**

1. Your Annual Gross emoluments would be **Rs. 3,31,200/- (Rupees Three Lakhs Thirty One Thousand Two Hundred Only)** included with Mobile and Fixed Allowance of Rs.2,000/- per month. The offered emoluments are inclusive of all statutory deductions as in vogue.
2. The Corporation, at any time, reserves the right to review and restructure its Compensation Package, subject to Corporation policies / procedures / guidelines that may be issued /modified from time to time.
3. All benefits, including reimbursements, are subject to Income Tax provisions applicable and are subject to declarations made by you.
4. These entitlements shall cease upon the termination of your services. These entitlements may also cease if you need to take long-termed personal leave of absence.

**4. PLACE OF WORK:**

1. Your initial posting will be at **SDC** however, you may be required to work in any designated work locations of APSSDC as may be directed by the management.
2. Depending on the Business needs/ your skills and abilities etc., you may also be transferred to any department, office or establishment forming part of APSSDC or any of its associates or organizations/ departments/ divisions who are clients or have a business/ professional relationship with APSSDC.
3. APSSDC reserves the right to send you on deputation/transfer/assignment to any of the Corporation's branch offices in India or abroad, whether existing at the time of your

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appointment or to be set up in the future. The compensation offered herein will cover your services for the Corporation including your deputation/ transfer / assignment as stated above.

**5. NATURE OF WORK:**

1. The nature of work, your role and responsibilities will be assigned and explained to you by your line-managers in detail. Any changes to this will also be communicated to you from time to time.
2. You will be required to discharge your duties in accordance to your nature of work, your role and responsibilities exhibiting high standard of initiative, creativeness, efficiency and economy in the organization.

**6. HOURS OF WORK AND WORKDAYS:**

1. The official work hours are from **10:00 AM to 6:00 PM**, including **30 minutes of lunch break**.
2. As a rule, you will be required to mark your In and Out time clearly in the attendance register/ any Software or ERP used by the company /the Biometric device to record Log-In & Log-Out every day and abide by Attendance policy of APSSDC.
3. Official work days are Monday to Saturday and Sundays are weekly Off Days.
4. You are required to abide by the working hours, weekly off and paid holidays of the office, department, or locations where you may be posted from time to time.
5. Five days of unauthorized absence from work may lead to termination of the above fixed term contract without assigning any reasons.
6. Employees proceeding on official tour must keep HRD informed of the duration of absence to update the attendance register accordingly. If any employee fails to inform his/ her absence may be recorded as leave.

**7. STANDARD ORDERS:**

1. You shall abide by the Standing Orders, Code of Conduct, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by APSSDC and form a part of general or specific communication related to the same.
2. You shall abide by and carry out Operational instructions/procedures as per APSSDC's guidelines and follow administrative processes / instructions as may be issued by the Management from time to time.
3. In case of Deputation to another office/ department or work locations, you would abide by the all rules, regulation and code of conduct specified by office/ department or in force at the location.
4. You will also ensure to respect and adhere to the law of the land and refrain from indulging in any illegal / prohibited activities.
5. You will adhere to good ethical conduct in the workplace. This includes taking pride in company's ethical standards, upholding company's values and discipline, having respect for other employees, customers, suppliers/partners and avoiding questionable business practices and making good decisions in the best possible interest of the corporation.
6. In any cases/ legal notices/FIR's which arise of your involvements in these (any above cited) you will not hold APSSDC responsible and indemnify it, its Management and its employees from the same.

**8. COMPENSATION REVIEW:**

Revisions in your Monthly remuneration will be subject to and based on the basis of relevant criteria such as effective performance, achievement of results during the period and overall

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compensation review policy effective during the Financial Year and the decision of management will be final in this regard.

**9. LEAVE**

You will be eligible to avail the leaves as per the HR Policy of the organization as amended from time to time.

**10. CODE OF CONDUCT:**

1. You will be responsible for the safe keeping and return in good condition and order, all our property such as laptop, tools, equipment, instruments, books, etc., which may be in your custody, use, care or charge. In case of damages, the Corporation reserves the right to deduct the monetary value of all such things from your monthly / annual compensation and / or request you to replace the item with new.
2. You will safeguard, protect and preserve all data/literature/information developed or acquired by the Corporation in visual, audio-visual, magnetic, written or any other form, which is to be construed as the intellectual property of the Corporation and will ensure that such information will not be communicated, divulged, parted with or removed from the precincts of the Corporation by any means whatsoever.
3. It is mandatory to keep the Corporation informed of any change in your residential address, your family status or any other legally relevant particulars.
4. Where required, you would also provide accurate information on the name and address of your legal heir/nominee.
5. You will not carry on any business or enter for a part of your time in any capacity the services of or be employed by any other firm, Corporation or person.
6. Spreading rumors, soliciting employees of the Corporation for outside employment or coercing coworkers to leave the Corporation is strictly prohibited and such actions will result in immediate termination of contract without any notice.
7. As a professional, you are required to pay attention to appropriate grooming and observing a professional dress code, maintain professional and ethical standards at all times and maintain professional and proper communication, email and phone etiquettes at all times.
8. As a professional, you will neither divulge information relating to your pay, perquisites, reimbursements etc. nor solicit similar information from any other professional in the Corporation. This information is regarded as highly confidential in nature by APSSDC and you are required to treat it the same way.
9. At all times you will abide by all the clauses of "Code of Conduct" document and violation to any of these will stand sufficient ground for the termination of this Fixed Term Contract. The decision of Management will be final in this regard.
10. The Office systems and your official e-mail address provided to you by the Corporation, are the assets of the Corporation. The Corporation has always a right to have access to them without notifying to you and as such you are strictly advised to use these facilities only for official purposes and the Corporation shall not be responsible for loss of confidentiality of your personal matters on this count. Further, the usage of personal Systems and Personal /Private e-mail address for official purposes is strictly prohibited.
11. You shall not sign any agreement/ contract or its renewal without prior approval from the Board/ Committee/ MD & CEO failing which appropriate disciplinary action will be taken including termination from the services of the Company.

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**11. TRAINING:**

1. You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Corporation's expense.
2. Refusal to participate in a training program without any proper reason/ valid circumstances would lead to appropriate disciplinary action.

**12. INVENTIONS:**

1. If you alone or jointly with any other person or persons make, acquire or devise any patents, trademarks, inventions, discovery, process improvement or compile any data relating to any Software, hardware, project, process, technique, plant, machinery, appliance, or method of manufacture or constructions, the same shall be deemed to have arisen out of and in the course of your engagement with APSSDC and the same shall become the property of the APSSDC.
2. If so required by the Corporation, you will sign and execute all documents and papers to ensure the Corporation's ownership for all such patents, inventions, trade and data.

**13. CONFIDENTIALITY:**

1. In consideration of the opportunities, training, and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality norms of the Corporation. Therefore, you should ensure that you maintain all information, including your Terms of employment and Compensation package as secret and confidential.
2. You shall not use or divulge or disclose any such confidential information except as may be required under obligation of Law, as may be required by the Corporation or as required by your employment.
3. You will devote your whole time and attention to your duties to promote the interests of our organization and will not utilize or divulge to any person or persons any of our trade secrets or affairs including any product rates, drawings, quotations, specifications, product information, business strategy, recruitment plans, vendors, suppliers, contact information of employees etc.
4. At all given times you are strictly prohibited to take photos, videos of any office premises, equipment, or make copies of any official documents.

**14. SECURITY:**

1. Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling working stations, disk drives, ports, providing differential access to documents / work spaces/ Software and right to participate in high level meetings etc.
2. You will be required to abide by the Security Policy of the Corporation and undertake not to tamper with the same at any given point of time.
3. You also undertake to share with Management information of any tampering that you have noticed / you are aware of as a part of Corporation's effort for protection of intellectual property and sensitive information.

**15. RESTRAIN:**

1. **Access to Information:** Information is available on need to know basis for specific groups and the network file server of the Corporation is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

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2. **Restriction on Personal Use:** Use of Corporation resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, photocopier etc and working time of the Corporation for any personal use.

**16. SEPARATION:**

1. The standard Notice Period for separation would be **One (1) Month from either side or salary** in lieu of the notice period.
2. The option of offsetting, partly or fully, the notice pay by way of payment in lieu of notice period is at the sole discretion of Management.
3. The decision on termination of Contract /relieving after resignation will be based on sole discretion of the management without assigning any reason and would be final.

**17. DUTIES UPON SEPERATION:**

1. You agree to return to the Corporation any and all written information, documents, materials, data storage devices, files and any other media containing information or data and all other property and equipment which has arisen out of your engagement with APSSDC and contains any operational, procedural, process, confidential or information dealing with connections that have arisen as a part of your job.
2. You agree to return to the Corporation any manuals, training materials, other materials issued which are issued to you as a part of your assignment.

**18. CONFLICT OF INTEREST**

You shouldn't not, directly or through any members of the family or persons living with you or with whom you are associated, or in any other manner:

- Have any financial interests that could have a negative impact on the performance of the duties, or derive any financial benefit from any contract between the Company and a third party where you are in a position to influence the decisions that are taken regarding that contract;
- Attempt to influence any decision of the Company concerning any matter with a view to deriving any direct or indirect personal benefit;
- You should inform the Reporting Agency / HR Department about the financial interests that could be seen as conflicting or possibly conflicting with the performance of the duties. If the reporting agency considers, that such a conflict of interest exists or could exist, you should take the steps that are warranted in such circumstances;

In any case, you should refrain from doing any transactions in which you have any financial interest without taking prior approval from the Management.

**19. BORROWING/ACCEPTING GIFTS:**

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

**20. APPOINTMENT IN GOOD FAITH:**

1. It must be specifically understood that this appointment on contract is made based on
  - a. Your proficiency on technical/professional/ functional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently and
  - b. You being found medically, physically and mentally fit to carry out the assignment.

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2. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the Corporation, the Corporation shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.
3. The above terms and conditions are based on the Corporation's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time.
4. In all matter including those not specifically covered here such as traveling, benefits, retirement etc. you will be governed by the rules of the Corporation as shall be in force from time to time.

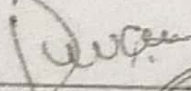
If any of the terms or conditions of this letter are found to be unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this letter and the remaining terms and conditions shall continue in force.

This letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Vijayawada, Andhra Pradesh, India.

I understand that this undertaking represents the entire understanding on the subject hereof and may not be modified or waived off without the prior written consent of the Corporation.

Recipient Signature: N. Ravi Kumar

Recipient Name: N. Ravi Kumar

  
Authorized Signatory  
for Andhra Pradesh State Skill Development Corporation