

CONTRACT OF EMPLOYMENT – RESEARCH FUNDED STAFF TERMS AND CONDITIONS

Title: Dr

Last Name: Gupta

Forename(s): Punit

Employee Address: Omaxe City, Jaipur, Rajasthan, India

Job Title: UCD Post-Doctoral Research Fellow Level 1

Reports To: Dr Gavin McArdle (and/or nominee)

Principal Investigator: Dr Gavin McArdle

College/School/Unit: College of Science, School of Computer Science

Actual No. Hrs. Per Week: 39

Project: Creating an Architecture for Manipulating Earth Observation data (CAMEO)

Start Date: 01 September 2022

End Date: 31 August 2024

***Note: Original transcripts required no later than one month from the date the COVID 19 restrictions are lifted and the University is reopened.**

This contract is dependent on the verification of your original transcripts. Should you not provide your original transcripts within one month of the COVID 19 restrictions are lifted and the University is reopened *, the terms and conditions of your contract will be reviewed and could potentially be ended with one months' notice.

Funding Agency: Enterprise Ireland

Contract Duration: 2 Years

Full Salary: €39522 per annum

Payment will be made monthly in arrears by direct credit transfer to either a bank or building society account, details of which must be supplied on request.

Changes in public sector pay policy occurring during the period of this contract will be applied to your remuneration as appropriate.

Objective grounds for a fixed term contract:

This is a fixed-term contract rather than a permanent contract for the following reasons:

This is a training and development role and this training and development will be completed within the period of the contract. It is a legitimate objective of the university to provide Post-doctoral Research training opportunities which are of limited duration. This will allow for the progression over many years, of large numbers of Post-doctoral trainees through the Post-doctoral training programme providing intergenerational training in the methods and practice of research and scholarship. The objective grounds for the issue of this fixed term contract rather than a permanent contract is in keeping with the foregoing objectives of the university.

This contract aligns to UCD Post-doctoral Research Fellow – Level 1 within the Post-doctoral training programme. It is intended that you will be assigned to the Creating an Architecture for Manipulating Earth Observation data (CAMEO) project and it is intended that this appointment will end on 31 August 2024. Should that project end prior to that date, UCD reserves the right to terminate your employment with UCD by giving not less than one months' notice in writing.

Furthermore, continued employment within the above post is dependent upon your remaining legally eligible to do so. Ongoing registration with the Irish Naturalisation and Immigration Service (INIS) is required until such time as you are granted permission to remain as a 'Resident' within the State. In either case a current (in date) 'IRP Card' (Stamp. 1) and/or a 'Certificate of Registration' (when endorsed on your passport by the Irish Naturalisation and Immigration Service (INIS)), must be furnished to UCD HR upon receipt or renewal of this documentation. The above appointment will cease should you not remain legally eligible to live and work in Ireland.

Name: Punit Gupta

Date: 13 May 2022

PLACE OF WORK

Your principal place of work will initially be the University's premises at Belfield campus. You may however, with due notice and consultation, be required to work on either a temporary or an indefinite basis at any premises, which the University currently has or may subsequently acquire or at any premises at which it may from time to time provide services.

DUTIES

This is a research focused role where you will conduct a specified programme of research under the supervision and direction of the Principal Investigator, Head of School/Unit and/or nominee and as outlined in your job description.

HOURS OF WORK

Your hours of work per week are as indicated above. Rest periods and breaks are provided in accordance with the Organisation of Working Time Act 1997. The Organisation of Working Time Act 1997 limits the maximum average working week to 48 hours. Weekly working time may be averaged out over a 4-month reference period. Non-EEA, registered students are restricted by law to working 20 hours in total without a valid work permit. Non-EU nationals who are not registered students require a form of employment permit from the Department of Jobs, Enterprise & Innovation or a Hosting Agreement and employment is subject to the issue or renewal of the employment permit.

PROBATIONARY PERIOD

This appointment will include a probationary period until 31 August 2023 during which time your performance will be kept under review. If your performance is unsatisfactory your employment may be terminated during or at the end of the period of probation. Notice will be given in line with the Minimum Terms and Notice of Employment Acts. The university reserves the right to extend probation by a further period if deemed necessary. You will be advised on your performance during the probationary period and will be given not less than one month's notice of termination.

ANNUAL LEAVE

Your annual leave entitlement exclusive of public holidays is 26 days. However, the University normally closes for a number of days during the Christmas and New Year period (in addition to the public holidays) and you will be required to retain 4 days of your annual leave entitlement to facilitate this closure. Annual holidays are required to be taken by arrangement with your supervisor.

Annual leave entitlement is based on a five day week and working year of fifty-two weeks. Part-time staff receive their annual leave entitlement on a pro-rata basis, according to the number of days/weeks worked.

If, upon termination of employment, it is determined that you have accessed annual leave in excess of your entitlement based on the pro-rata portion of the year worked, an adjustment will be made to your final payment of salary. Similarly, where a balance of pro-rata annual leave entitlement exists upon termination, a cash equivalent payment will be made.

Annual Leave is subject to change in line with government policy.

SICK LEAVE

Your sick leave entitlement during the probationary period (*if applicable*) will be three and a quarter weeks at full pay and three and a quarter weeks at half pay. Following the completion of your probationary period your sick leave entitlement will amount to 66 days at full pay and 65 days at half pay over a four-year rolling period. Your entitlement includes a maximum of seven working days of self-certified paid sick leave be granted over a rolling 24 month (two year) period. For part-time staff, this is on a pro-rate basis.

The rolling period will count back initially from the commencement date in UCD until the full 24 month period is reached. Thereafter, the count back is over a rolling 24 month period, i.e. it is calculated from the latest absence working backwards over a 24 month period. It should be noted that any period of self-certified sick leave in excess of seven working days in the relevant period will be an unpaid absence from duty. A medical certificate is required if the absence is for more than two working days.

If you are unable to attend to your duties due to illness, you should inform your supervisor immediately.

A medical certificate is required on the third working day of absence or if the total of seven working days of self-certified limit (see above) over a rolling 24 month is exceeded, you should send a medical certificate to your supervisor for onward transmission to UCD Human Resources. Please note in UCD, sick leave is recorded on a Monday to Friday basis.

Any payments made by the University during period of absence through illness will be net of any Social Welfare benefits to which you are entitled and which you are obliged to claim.

MATERNITY/ADOPTIVE/PARENTAL/FORCE MAJEURE LEAVE

Maternity/Adoptive/Parental/Force Majeure Leave will be granted to you in accordance with the provisions of the Maternity Protection Act 1994 and the Parental Leave Act 1998 & 2000 and any subsequent Acts replacing or amending those Acts

PENSION

You will automatically become a member of the Single Public Service Pension Scheme which is co-ordinated with the State Pension Scheme and you will pay as follows:

3% of Gross Salary

3.5% of Net Salary i.e. Gross Salary less twice the State Retirement Pension rate for a Single Person to cover the integrated pension benefit.

Your benefits will be provided in line with the provisions outlined in the Public Service Pensions (Single Scheme and Other Provisions) Act 2012.

You will be required to provide the UCD HR Pensions Office with any information required to allow for the efficient administration of your benefits. This information can be shared with the Department of Public Expenditure and Reform as outlined in the privacy notice held on the website below.

Full details of how this scheme operates and a [scheme booklet](#) are available at www.singlepensionscheme.gov.ie

UCD INCOME PROTECTION PLAN

The UCD Income Protection Plan (the "UCD IPP") is a valuable employee benefit, providing a source of income to its members in the event of long term illness and supplementing any early retirement pension that may be payable under the UCD Pension Scheme, or State benefits (if any), payable as a percentage of your pre illness Salary (pensionable salary).

You will be automatically included in the UCD IPP if you hold a contract of 6 months or greater and are in receipt of an annual Salary of €17,000 or greater. The required premiums will be deducted from your Salary on a monthly basis from the first month of your commencing employment. There is full income tax relief (at your marginal rate) on premiums.

Full details and important information on the Plan to include premium rates, cover, benefits, benefit ceasing age, and information on opting out and impact should you wish to do so are available at <http://www.ucd.ie/hr/a-z/incomeprotection/>

Please note that both the summary descriptions above and the Explanatory Booklet are subject to the provisions of the UCD IPP's policy document which sets out the full terms and conditions of the UCD IPP.

TERMINATION OF EMPLOYMENT

This contract of employment will terminate as indicated above and this clause shall be deemed to be notice of that fact.

This is a fixed term contract of employment and therefore the provisions of the Unfair Dismissals Acts, 1977 to 2001, will not apply to the termination of this contract where such termination is by reason only of the expiry of this fixed term. This fixed term contract of employment is solely and exclusively for the purpose of undertaking duties associated with the specific project as listed above. Furthermore, please note that your continued employment by the University is contingent on the ongoing availability of work of the type in which you are currently engaged. Should the University's requirements for this work decline or cease in full, for whatever reason, the University reserves the right to reassign you to alternative work in line with your skills and experience and its organisational requirements. Should such reassignment opportunities not exist the University may have to terminate your employment in the future. This contract may be terminated by one month's notice, in writing, by either party.

CONFIDENTIALITY

The University is obliged to maintain confidentiality in certain aspects of its work. It is your duty to observe such confidentiality. This restriction shall continue to apply after termination of this appointment.

DATA PROTECTION

You are bound by the policy and procedures adopted by the University in relation to the Data Protection Acts 1988 and 2003.

INTELLECTUAL PROPERTY

Under UCD policy all rights and title relating to Resulting Intellectual Property will remain the property of the University. Resulting Intellectual Property shall include individually and collectively all inventions, improvements, and/or discoveries, whether or not patentable or otherwise susceptible to intellectual property protection (including copyright), which are conceived and/or made, reduced to practice or learned, by one or more members or other agents of the university acting either on their own or jointly with one or more employees or partner institutions. It is accepted that the publications of high quality papers in learned journals is a vital factor of academic recognition. As a general rule, the right to publish material arising from University research must be reserved. However, where patent protection is sought, a delay in publication may be necessary. https://sisweb.ucd.ie/usis!/W_HU_MENU.P_PUBLISH?p_tag=GD-DOCLAND&ID=157

RESEARCH ETHICS

The University aims to maintain the highest standards of integrity in its research activity. Ethical standards are given paramount importance in the University's Research Policy and Strategy.

All research conducted within UCD or by UCD staff or students that involve humans or animals require the individual researcher, and/or teams of researchers, to obtain ethical approval or an exemption from full ethical review. Research should be conducted in line with an approved research ethics application and should adhere to the conditions of that approval.

If you are new to UCD and/or you are seeking ethical approval please note that you are obliged to be aware of the following: [Code of Practice for Researchers](#)

Further information can be found from the UCD Office of Research Ethics: <http://www.ucd.ie/researchethics/ethics/>.

DIGNITY AND RESPECT AT WORK

The University is committed to equality of opportunity for all employees regardless of their gender, civil status, family status, age, disability, socioeconomic status, race, sexual orientation, religious belief or membership of the Traveller Community. All members of employees are entitled to be treated with courtesy and respect by their colleagues and by students and to work in an environment free of bullying harassment and/or sexual misconduct.

The University's policies on bullying and harassment and sexual misconduct outlines the rights of employees, the University's expectations of them in this regard and details the options for resolution, the supports available and how to make a formal complaint. You should familiarise yourself with its contents. Bullying, harassment and sexual misconduct will not be tolerated and it is important that every employee is aware that they have the right to report an incident or make a formal complaint should behaviour of this nature occur. All employees and students are expected to comply with these policies. Details of the policies are available on <https://www.ucd.ie/dignityandrespect/>

PROFESSIONAL DEVELOPMENT

It is a condition of this contract that you actively and fully engage in the Career and Skills Development process which supports the training and development nature of this role. Your failure to engage in this process of training and development will not be cause for any extension of this contract.

HEALTH AND SAFETY

The University is committed to adhering to the provisions of the Safety, Health and Welfare At Work Act 2005, and in ensuring a safe place of work for all employees. The university expects that every employee will adhere to their own statutory responsibilities under this legislation and will ensure that they work in a safe manner at all time and do not endanger themselves or any other persons whilst at work. The university expects that every employee will cooperate in matters of health and safety whilst at work, including but limited to, attendance at safety training, the use and wearing of safety equipment when provided, adherence to local safety regulations and the carrying out of all assigned tasks in a

safe manner. Further information on health and safety in UCD can be obtained from your manager or from the SIRC Office at safety@ucd.ie.

COMPUTER AND NETWORK SYSTEMS ACCEPTABLE USE POLICY

You are bound by the policies and procedures of the University on Computer and Network Acceptable Use. See details in: <http://www.ucd.ie/itservices/aboutus/acceptableusepolicy/>

STAFF POLICIES AND PROCEDURES

Further comprehensive information on conditions of employment and staff policies and procedures are detailed on the UCDHR website <https://www.ucd.ie/hr/a-z/> under Policies. You should familiarise yourself with its contents.

Should any of your personal details change during your employment with the University, please advise UCD Human Resources in writing so that your records can be updated accordingly.

Any information regarding your appointment is as stated in writing from UCD Human Resources and you should not rely on undertaking given orally, or in writing, by any other party.

DECLARATION AND SIGNATURES

I have read the foregoing Contract of Employment and I hereby confirm my agreement to the terms and conditions as set out above:

Neil Clancy

Signed by UCD Human Resources: _____ Date: 13/05/2022
(On behalf of the University)

Punit gupta

Signed by Employee: _____ Date: 13/05/2022

All future correspondence will be sent to you via your UCD email address as listed in the UCD Staff Directory once this is set-up. Please ensure that the listing in the UCD Staff Directory is up-to-date so any future notifications are received.