



Staff ID



Dr. ARAVA SUMAN KUMAR
Physical Education Director
SVECGBH261



K. Suresh
Registrar



Date: 01st April, 2022

Dr. Arava Suman Kumar
C/o Sree Vidyanikethan Educational Trust
Sree Sainath Nagar, Tirupati
Andhra Pradesh 517 012

Sub: Letter of Appointment as Physical Education Director (Physical) at Liberal Arts of Mohan Babu University (MBU), Tirupati

Dear Dr. Arava Suman Kumar,

Based on the recommendations of the Selection Committee, the Vice Chancellor of MBU, Tirupati, is pleased to appoint you as **Physical Education Director (Physical) at Liberal Arts** of MBU as per the following terms and conditions:

Designation

You will be designated as **Physical Education Director (Physical) at Liberal Arts of Mohan Babu University (MBU)**.

1. Date of Joining

This appointment will be effective from **01st April 2022**, on which date you have joined the services of the University

2. Place of Posting:

You will be posted in the academic campus at Mohan Babu University, Tirupati. However, at any time during the period of appointment, you will be liable to transfer in such other capacity that the University may determine to any other Department/Branch/ Establishment without adversely affecting your emoluments and general condition of service.

3. Service Conditions:

Save and except whatever is specifically mentioned otherwise in this letter of appointment, all other terms and conditions of your employment with the University will be governed by the University guidelines, Rules, and Regulations hereafter in force at the University where you are posted.

4. Gross Salary:

The gross salary per month shall be **INR. 35000.00 (Rupees Thirty Five Thousand Only)**, details of which are enclosed as per **Schedule A** of the appended Letter of Appointment.

5. Probation

You will be on probation for a period of **Six (06) months** from the date of joining service. Based on your performance and conduct, this period may be increased or decreased at the sole discretion of the management and unless an order in writing is given to you, you shall not be deemed to have been confirmed.

During the period of probation, your services can be terminated by the university on giving one week's notice.

6. Whole-time Employment

During the period of your employment, you will not work directly or indirectly for any other person, or establishment either for or without remuneration nor will you engage yourself or be interested directly in any trade or business either as Employer or Employee or Partner or Advisor in any other capacity, whatsoever except for the assignment covered under the consulting policy of the University with prior approval of the Chancellor/Vice Chancellor of the University.

7. Increment

Your annual increment will be determined on the basis of your performance, efficiency, satisfactory discharge of your duties, and appraisal by your reporting officer.

8. Fitness

Your appointment or its continuation is subject to your remaining medically, physically, and mentally fit. You may be required to present yourself before the doctor(s) and/or specialist(s) nominated by the University for the purpose of medical examination and/or for check-ups and health surveys from time to time.

9. Leave

You will be governed by the leave rules of the University that are in force now and may be altered in the future from time to time.

10. Duties and Functions

Your duties and responsibilities will be as per the State Government Act and Statutes of Mohan Babu University. Your duties and responsibilities shall also include additional tasks assigned by the Management from time to time. However, the general duties to be performed by you are listed in **Annexure-1**.

11. Good Conduct Rules

You are expected to adhere to the University's Policy on Code of Conduct. The University reserves the right to take disciplinary action against you in case of non-adherence to the guidelines given in the Code of Conduct Policy. The disciplinary action shall be taken according to the provisions stipulated in the Code of Conduct.

12. Resignation/Termination

If at any time during your employment you are found guilty of any act of misconduct or wilful breach of continuous negligence in terms of the appointment letter or rules or dereliction of duties, disobedience of the instructions given to you from time-to-time, the management without any notice or without any payment in lieu of the notice, put an end to your services and terminate the employment with the University and you shall be liable for all the losses and damages caused to the University and the payment thereof.

In the event either of us wishes to discontinue the association, it can be done after giving three months' notice period in writing to the appointing authority or by paying three month's salary in lieu there of. Not with standing, you will be required to continue working till the end of the Academic Semester to fulfil your academic responsibilities. In case the Academic Semester ends before the three months' notice period, the Vice Chancellor may relieve you from your duties coinciding with the end of academic semester as per his discretion.

13. Travel and Conveyance

You will be required to undertake travel for the University's work and the University will reimburse you the expenses as per Rules and Regulations and norms in this regard on the production of bills and receipts in this regard. You will be covered by the Travel Policy of the University in this regard and applicable to your level for official visits outside your normal place of work.

14. Address and its Change

Your residential address, as available in the records of the University, is given at the beginning of this letter. In the event of any change in the address, you shall immediately notify the same in writing to the University. Your failure to comply with this requirement shall be taken as misconduct and further action would follow. All letters, communications, and notices to be sent to you shall be forwarded to your address available on record. Delivery of such letter in person against acknowledge mentor dispatching the said letter by registered post or all communications sent to you via electronic media shall be deemed to be served on you.

15. Confidentiality, Non-Disclosure, No Solicitation Agreement, and Covenant Not to Compete

You shall have to keep all information that may come to you or be made available to you about the University strictly confidential. You shall not disclose such information to any third party, except to the extent required during the course or discharge of your duties, responsibilities, and obligations under employment with the University or if required under law or as per the Act.

Immediately on joining the duties or at such other time, as may be required by the University, you will be required to sign the prescribed **"Confidentiality, Non-Disclosure, No Solicitation Agreement, and Covenant Not to Compete"** with the University (Annexure-2). During the course of discharging your obligations while in employment with the University if you make any invention of a new product or idea, or discover or improve the existing know-how formula, design, concept, or other creation, you will be required to transfer and assign such invention and or / discover or discovery and/or improvement in the name of the University. For this, you shall sign an undertaking in favour of the University.

16. Other Applicable Policies and Regulations

You will be governed by all policies, rules, and regulations framed from time to time as applicable to the employees of your cadre in the University.

17. Payment of Taxes and other Dues.

You shall be responsible and liable to pay your taxes and other levies which shall be deducted at source from salary and/or other dues.

18. Governing Law, Arbitration, and Submission to Jurisdiction.

- a. The validity, interpretation, and implementation of this Employment shall be governed by and construed in accordance with applicable laws of India without regard to its conflict of law principles. Subject to the provisions contained in Clause 21(b) below, courts at Tirupati, Andhra Pradesh, India will have exclusive jurisdiction in relation to matters concerning this Employment Agreement.
- b. All disputes, controversies, and differences of opinion arising out of or in connection with this Employment or for the breach or for any alleged wrongful termination hereof which cannot be settled amicably shall be resolved by a sole arbitrator appointed by mutual agreement of the University and the Professor and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of

the arbitrator shall be final and binding on all. The seat, place, and venue of arbitration shall be Hyderabad, India. The Professor and the University shall continue to fulfil their obligations under this Employment Offer pending the final resolution of the dispute and none of them shall have the right to suspend their obligations under this Employment Offer by virtue of any dispute being referred to arbitration, unless this Employment Offer has been or stands terminated. The arbitration proceedings shall be conducted in the English language. All involved hereto will submit to the arbitrator's award and the award shall be final and enforceable in the competent court of law.

19. Acceptance

You are advised to sign a copy of this letter as a token of having accepted the terms and conditions of your employment and return the same to the University.

The above terms and conditions are based on the University's Policies, Procedures, and other Rules currently applicable and are subject to amendment and adjustment from time to time. You shall abide by all rules and regulations of the University as in force from time to time.

Thanking you,

For Mohan Babu University,


(B. RAVI SEKHAR)
DIRECTOR
FINANCE & ADMINISTRATION

.....Dr. A. Suman Kumar..... Received the original, I accept the offer as mentioned above.

Signature:.....

Date: 01st April 2022

Name: Dr. Arava Suman Kumar



Schedule A
Remuneration & Benefits

Name : Dr. Arava Suman Kumar

Designation : *Physical Education Director- Physical, Liberal Arts, MBU*

Salary, Professional Fee, and other benefits :

Details	Per Month	Per Annum
Basic Pay (12800-18000)	15600.00	187200.00
Academic Grade Pay	6000.00	72000.00
DA% (Basic + AGP)	11016.00	132192.00
HRA% (Basic + AGP)	2160.00	25920.00
Other Allowances (Balancing figure)	224.00	2688.00
Gross Salary as Faculty	35000.00	420000.00
Less: Deductions:		
Professional Tax	200.00	2400.00
1. Applicable TDS as per Income Tax Act, 1961		


(B. RAVI SEKHAR)
DIRECTOR
FINANCE & ADMINISTRATION

Date of Joining: 01stApril 2022

Accepted : Yes

Name : Dr. Arava Suman Kumar

Signature : 



ANNEXURE - 2

Confidentiality, Non-Disclosure, No Solicitation, Agreement and Covenant Not to Compete

I have accepted an offer of employment by Mohan Babu University (MBU) hereinafter referred to as "UNIVERSITY". As an original and continuing condition of such employment, I enter into this Agreement to protect the confidentiality of certain University material and information. Accordingly, I agree as follows:

1. Confidential information

Definition. For purposes of this Agreement, "Confidential Information" shall mean information or material proprietary to University, or otherwise treated as Confidential Information by University and not generally known by non-University personnel. This definition of Confidential Information shall also include any information which University obtains from another party and which University treats as proprietary or designates as Confidential Information, whether or not owned or developed by University, and information conceived, originated, discovered, or developed in whole or in part by me during the course of my employment with University.

Examples of Confidential Information include, but are not limited to, the following information (whether or not reduced to writing): diagnostic techniques, prescriptive techniques, remedial techniques, testing techniques, teaching programs, training programs, tests, curricula, software, users manuals, compilations of technical, financial, legal or other data, research and development, ideas, concepts, designs, drawings, specifications, other techniques, models, data, documentation, diagrams, flow charts, processes, procedures, "know how," marketing techniques and materials, marketing and development plans, customer or prospective customer names and/or contact information, human resources information, student information, and other information related to customers, students, price lists, pricing policies, financial information, staffing, accounting and management methods. Confidential Information does not include basic information that is generally known and used within the education field.

Ownership Rights of Confidential Information. I acknowledge and agree that Confidential Information, as described above, shall belong exclusively to University. I further agree that all documents that incorporate and/or reflect any Confidential Information in any form in which they are stored or available such as in written, graphic, electronic, magnetic, videotape or other form, and which includes, but is not limited to, notes, data, computer files and disks, videotape, reference materials, sketches, drawings, memoranda, documentation and/or records, shall belong exclusively to University. I agree to turn over all such materials and any copies of such materials (excepting only this Agreement) in my control to University upon request or immediately upon termination of my employment with University. I further agree to submit to an exit interview immediately upon the termination of my employment with University to account for all such materials.

Inventions, Techniques, and Work for Hire. I agree that any inventions, techniques, processes, materials, or ideas in whole or in part conceived or made by me during or after the term of my employment with the University which is made through the use of any of the Confidential Information or any of University's equipment, facilities, trade secrets, money or time, or which result from any work performed by me for university, shall belong exclusively to university. I hereby assign and agree to assign all title and interest in and to such inventions or materials to University, and said ideas or inventions shall be considered part of the Confidential Information for purposes of this

Agreement I further agree that all writings or works of authorship including, without limitation, program codes or documentation that I produce or author in performing services for the University together with any copyrights on those writings or works of authorship, are works made for hire and therefore the property of the university. To the extent that any such writings or works of authorship may not, by operation of law, be works made for hire, this Agreement constitutes my irrevocable assignment to the University of the ownership of, and all rights of copyright in, such items, and University shall have the right to obtain and hold in its own name all rights of copyrights, copyright registrations and similar protections that may be available with respect to any such writings or works. I agree to give University or its assignees all assistance reasonably required to perfect any patents, trademarks, copyrights, or other proprietary rights for University in India or any other country.

Prior Inventions. I agree to provide a list with this Agreement that describes any inventions, materials, or ideas I have made or conceived of before my employment with the University. These items are excluded from this Agreement

Covenant Not to Disclose. I agree during my employment with University and after the expiration or termination of my employment, to hold in confidence and not to directly or indirectly reveal, report, publish, disclose, or person or entity, or utilize, or cause to be utilized, any Confidential Information for any purpose, except as University may expressly direct.

2. No Solicitation

Customers Defined. For purposes of this Agreement, "Customer" shall mean all persons (including students) or entities who have used or inquired of the university services at any time during the two-year period preceding the expiration or termination of my employment with UNIVERSITY, and for whom I performed services and/or participated in a proposal to provide services during my employment at the university.

Non-Solicitation of Customers during Employment. I agree that during my employment with the university, I shall not contact or cause to be contacted, directly or indirectly, or accept business from, any Customer of the University for the purpose of conducting business on behalf of any person or entity except in the course of my work for the university.

Non-Solicitation of Customers Following Expiration or Termination of Employment. I agree that for a period of two (2) years after the expiration or termination of my employment with the University, I shall not contact, or cause to be contacted, directly or indirectly, accept business from, or engage in any other form of verbal, written, recorded, transcribed, or electronic communication with any Customer for the purposes of conducting business similar to that of the University.

Non-Solicitation of Employees. I agree that during my employment with the University and for a period of two (2) years after the termination of my employment, I will not directly or indirectly solicit or induce employees of the University to leave employment with the university and that I shall not contact any employee of the university, or cause any employee of the university to be contacted, for the purpose of leaving employment with the university.

Non-Solicitation of University. I agree not to solicit, encourage, induce, or cause to be solicited, encouraged, or induced, directly or indirectly, any joint venture, supplier, vendor, contractor, or prospect in these or similar capacities, who are being actively pursued by the university during the course of my employment with the university, to terminate or adversely modify any business relationship with University or not to proceed with, or enter into, any business relationship with University, nor shall I otherwise interfere with any business relationship between University and any of its suppliers, vendors, or contractors.

3. Non-Competition

During the period of my employment with the university, and for one (1) year after its expiration or termination, I agree not to directly or indirectly, in any capacity whatsoever anywhere in the country where the university itself does business, or was active in developing a strategy to conduct business, either on my own behalf or on behalf of any other person or entity with whom I may be employed or otherwise associated, compete with University or interfere with the business relationships of University in any of the lines of business in which University is engaged as of the date of this Agreement, or may enter after the date of this Agreement, and for which line or lines of business I shall have in the course of my employment with University provided services or held duties or responsibilities.

4. Injunctive Relief

I understand and agree that the terms contained in this Agreement are reasonable and necessary for the protection of University 's valid business interests, and that failure to comply with any term will cause immediate and irreparable injury to University, for which injury there is no adequate remedy at law. I expressly agree that in the event of the actual or threatened breach of such terms by me, University, shall be entitled to immediate injunction by a court of competent jurisdiction to prevent and restrain such breach, and University shall be entitled to recover its costs, including reasonable attorney's fees, expenses, and any expert fees incurred by University in the action, in addition to any other relief awarded by the court.

5. Governing Law

This Agreement shall be governed by Indian law applicable to contracts between residents of India which are wholly executed and performed in India.

6. Severability

I acknowledge and agree that the restrictive covenants and agreements contained in this Agreement are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Confidential Information and other business interest of University. Each term and provision of this Agreement shall be considered severable. If any provision contained herein is held to be void, illegal or unenforceable, such illegality or unenforceability shall not affect any of the other provisions herein, and the remaining provisions of this Agreement will continue to be given full force and effect, and bind me. It is the intention of the parties that, if any court construes any provision to be unenforceable or unreasonable because of the duration of such provision or the area or matter, this Agreement shall be reduced and enforceable in its modified form to the maximum extent permitted by applicable law.

7. Entire Agreement

This document constitutes my entire agreement with University with respect to its subject matter, superseding any prior negotiations, representations and agreements, whether oral or written. No provisions of this Agreement may be changed except by written agreement signed by both myself and an officer of University.

8. Disclose to Subsequent Employers

I agree that University has the right to send a copy of this Agreement to any employer that employs me after the termination of my employment with University.

I have read this document and agree to the above terms. I further acknowledge that my employment with university is at will and that this agreement does not create and is not intended to create an express or implied contract of employment.

Employee Name: **Dr. Arava Suman Kumar**

Employee Signature: 

Date:

01st April 2022

Mailing Address:

Dr. Arava Suman Kumar
C/o Sree Vidyanikethan Educational Trust
Sree Sainath Nagar, Tirupati
Andhra Pradesh 517 012