

CONFIRMATION LETTER

Ref. MITAOE/HR/CL/7176

Date: 20th November 2017

To : Ms. Shubhangi P Kale

Designation : Assistant Professor

Date of Joining : 2/6/2014

Subject : Confirmation

Dear Ms. Shubhangi,


On completion of your probation period in "MIT Academy of Engineering Alandi(D) Pune ", we are pleased to inform you that the management is satisfied with your performance and your employment is confirmed with effect from "31st October 2017".

All the other terms and conditions of your Appointment remains unchanged and you will be guided by the rules and regulations of "MIT Academy of Engineering Alandi D) Pune/ Savitribai Phule Pune University" currently in force.

We are sure that you will continue to give your best services to the institute.

Congratulations!

Thanks & Regards,


Dr. Y J Bhalerao
Director

Accepted / Not Accepted

Name (In Capital): Kale Shubhangi

Signature

Date

Place

Cc : HR & Accounts

MITAOE/HR/DOC/24

Rev.01 Date: 1-12-2014

Ref. – MITAOE/HR/AL/ **3761**

May 23, 2014

Ms. Shubhangi P Kale,
13C, Bhakti Paradise,
Bldg. No.3,
Pimpri Chinchawad Link road,
Pune-411018

Subject: Appointment letter for the post of 'Lecturer – Computer Engineering Department'.

Dear Ms. Shubhangi Kale,

We are pleased to appoint you in a full time position of 'Lecturer – Computer Engineering.' with MIT Academy of Engineering, Alandi, (MITAOE).

In your position of 'Lecturer – Computer Engineering Department', you will be responsible for the complete teaching-learning of the students including but not limited to lecture delivery in the classes, assessment of students class work and homework, projects, practical, project report, etc., of the college, as per the prescribed norms of the college and university.

The terms and conditions of the employment are as mentioned hereunder:

1. You will be governed by the service rules of MITAOE, as mentioned in 'MITAOE Staff Handbook', including revisions in such rules as may be effected from time to time.
You will also be governed by the Services Rules of AICTE, Maharashtra Universities Act, 1994, Statutes, Code of Conduct, Ordinances and rules and regulations laid down by the University of Pune, State Government and MAEER Trust from time to time.
2. Your appointment is subject to approval by competent authority. In any case appointment as per University Selection procedure and approval is mandatory and final.
3. You will be paid a gross salary of Rs.33,118/- (Rupees Thirty Three Thousand One Hundred and Eighteen Only) per month, as per the details enumerated in 'Annexure – I' of the appointment Letter. The monthly salary will be paid to you after deduction of the income tax, professional tax and other statutory levies required to be deducted as per the Government regulations. *You shall keep your salary details confidential and shall not discuss with others in the organization except the competent authorities. The organization doesn't encourage the employees to inquire about the pay structures of other colleagues and such activities are strictly prohibited.*

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4. Your appointment is purely temporary. The employment will commence on 2nd June 2014 for a period of seven months ending on 31st December 2014. If you successfully complete your PG programme with First class within this period. Your appointment shall be reviewed for Asst. Prof. with a basic salary of Rs. 15,600/- p.m.
5. You will carry out the responsibilities as stated in the '**Job Description**' and '**Key Result Areas**', attached in 'Annexure – II' of the appointment letter, to the satisfaction of MITAOE management. The '**Job Description**' and the '**Key Result Areas**' may be suitably modified from time to time to suit the specific requirement.
6. You will be entitled to leave and other benefits that are generally available to the employees of MITAOE as per the rules and regulation of the College in force, which will be notified to you from time to time. The working hours, leave & vacation, etc., will be as per the 'MITAOE Staff Handbook' and may be altered to suit the specific requirement of the college from time to time, if necessary.
7. You are not entitled for any leave during the first three months of your service.
8. You are not entitled to vacation during the tenure of your first year of service.
9. The examination work assigned by the College/ University of Pune, from time to time is obligatory on your part.
10. Your appointment can be terminated with one month notice from the employer, or one month's Gross salary in lieu thereof for 'Without Cause', or immediately for 'With Cause'. Cause is defined as: (i) Breach of confidentiality, (ii) Gross negligence of duty, (iii) Violation of any applicable law or willful non-compliance of law, (iv) Misconduct, (v) Violation of the Code of Conduct of MITAOE (vi) Breach of the terms of this appointment letter that remains uncured for a period of seven (7) days after receipt of notice from the College notifying the breach.
11. You may resign from MITAOE with one month notice to the employer or one month's Gross salary during your probation period, post confirmation resignation will be accepted on giving three month's notice or three month's Gross salary. In consideration of the benefits to be received by you pursuant to this appointment letter, you agree that during the term of your employment with the College, you will not, without the prior consent of the College, either directly or indirectly, be associated in whatsoever manner with a Competing Business. Competing Business shall mean the business of providing educational services. You agree that the restraint imposed under this clause is reasonable and not unduly harsh or oppressive. Additionally, during the period beginning with the commencement of employment and ending 36 months following the termination of the your employment for any reason, you shall not recruit, solicit the employment or services of, or induce employees of the College or any subsidiary or affiliate to terminate their employment, nor shall you solicit or encourage any of the College's or any subsidiary's or affiliate's customers or business partners, or any corporation or other entity in a joint venture relationship (directly or indirectly) with the College or any subsidiary or affiliate, to terminate their relationship with the College or any subsidiary or affiliate or to violate any agreement with any of them.

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12. If you are found absent continuously for more than five days without permission from the proper authorities, your service will stand terminated automatically.
13. On termination of your employment with the College, you shall promptly :
 - a) return or destroy (at College's option) all of the originals and copies of the Confidential Information under your care or control; and
 - b) Confirm in writing that this has been done and that no Confidential Information or copies exist under your care or control.
14. All provisions of this appointment letter which by their very nature extend beyond the expiration or termination of this letter including, non compete and non solicit obligations contained in Clause 11 shall continue to survive and remain in effect.
15. **INTELLECTUAL PROPERTY ASSIGNMENT**
 - a. You acknowledge and agree that all inventions, copyrightable material, designs, improvements and discoveries of any kind which you make, conceive or develop during the period of your employment with the College, which pertain to or relate to College's business or any of the work or businesses carried on by the College ("**Intellectual Property**") shall be the sole property of the College from the date of creation / invention thereof.
 - b. You shall promptly, from time to time, fully inform and disclose to the College in writing all Intellectual Property. This covenant applies to all such Intellectual Property, whether or not they are eligible for copyright, trademark, trade secret or other legal protection; and whether or not they are conceived and/or developed by you alone or with others.
 - c. All Intellectual Property shall be the sole and exclusive property of the College. You hereby assign all your rights in all Intellectual Property and in all related copyrights and trademarks and other proprietary rights therein to the College.
 - d. You shall assist and cooperate with the College, both during and after the period of your employment with the College, at the College's sole expense, to allow the College to obtain, maintain and enforce copyright, trademark and other legal protection for the Intellectual Property. You shall sign such documents, and do such things necessary, to obtain such protection and to vest the College with full and exclusive title in all Intellectual Property against infringement by others. You hereby appoint College and its duly authorized agents as your attorney agent and attorneys to execute documents on your behalf for this purpose.
16. Please note that while in service with **MITAOE** you shall not engage yourself in any other trade, profession or vocation, directly or indirectly, whether for gainful purpose or otherwise, and without obtaining prior permission from the management of the College.

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17. CONFIDENTIAL INFORMATION

- a. At all times during the term of your employment and thereafter, you agree to hold in strictest confidence, and not to use or disclose, except for the benefit of the College, to any person, firm or corporation without written authorization of the Principal / Executive Director of the College or the consent of the Board of Trustees of MAEER, any Confidential Information of the College. "Confidential Information" means any College proprietary information, trade secrets or know-how, including, but not limited to, research, product plans, products, services, processes, marketing, financial or other business information disclosed to you by the College either directly or indirectly in writing, orally.
 - b. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of yours or of others who were under confidentiality obligations as to the item or items involved.
 - c. During the term of your employment with the College, you shall not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you shall not bring onto the premises of the College any proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.
 - d. You acknowledge that the College has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the College's part to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out your work for the College consistent with the College's agreement with such third party.
18. You will refrain from any malpractices in any areas of academic, moral, ethical while dealing with the students, customers, suppliers, employees, and associates of MITAOE.
 19. At present, you will be posted in Alandi, Pune, but, your services are liable to be transferred to any other department, work sites, offices, branches, depending upon the exigencies of work.
 20. The next review of your salary shall take place after completion of one year of service from the date of joining and thereafter on yearly basis based on your performance and feedback from competent authority.

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This appointment is conditional and subject to the fulfillment of the following points mentioned hereunder:

21. Your being declared medically fit by a Registered Medical Practitioner.
22. Submission of documents listed in attached 'Annexure – III'. Any discrepancy found in the facts mentioned in your 'Curriculum Vitae', or in any of the documents provided by you, either now or during any stage of your service with the company may result in the termination of service.
23. Copy of your Resignation and acceptance from Current Employer (You are required to produce the release letter on or before joining **MITAOE**.)
24. Feedback of the Reference checks being positive.

Please sign and return to us the duplicate copy of this letter as a token of your acceptance of your appointment and its terms and conditions.

This appointment letter supersedes all offer/appointment letter issued to you from MAE, MAEER.

Thanking You,

Yours Sincerely,

For MIT Academy of Engineering,



Dr. Y.J. Bhalerao
Principal



Dr. Sunil Karad / Prof. Anant Chakradeo
Executive Director Dean



I have read and understood the contents of this letter and agree to abide by the same.

Recipient's Signature:

Name: Kale Shubhangi P.

Date: 02/06/14

Place: Alandi

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Annexure – I**Salary Details**

Name: Ms. Shubhangi Kale	
Grade & Title :	Lecturer
Scale of Pay :	8000-275-13500
Basic (per month):	9100
Grade Pay (per month):	4550
DA (115 % of Basic + Grade Pay) (per month) :	15,698
HRA 20% (per month):	2730
Conveyance Allowance (per month):	800
CLA (per month):	240
Total Gross Remuneration : (per month)	33,118/-


20/05/14
Dr. Y.J. Bhalerao
Principal



Dr. Sunil Karad / Prof. Anant Chakradeo
Executive Director


Dean

I have read and understood the contents of this letter and agree to abide by the same.

Recipient's Signature:

Name: Kale Shubhangi P.Date: 02/06/14Place: Alandi

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Annexure – II

Job Profile

Position: 'Lecturer – Computer Engineering Department'

Reporting to: Head of the Department – Computer Engineering

Responsible for : complete teaching-learning of the students including but not limited to lecture delivery in the classes, assessment of students class work and homework, projects, practical, project report, etc., of the college

Job Description:

The Job content is essentially but not limited to the following:

- Manages all the functions related to Teaching work, projects, practical, project report, etc.
- Any other tasks that is assigned to you from time to time by HOD and Principal of the college.

Key Result Areas (for the immediate future). This would be further elaborated upon joining the college:

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Annexure – III

List of Documents to Be Submitted to MITAOE

1. SSC, HSC, Graduation, Post Graduation Certificates.
 2. Any other Educational Certificate (If applicable)
 3. Copy of your Passport (If a passport holder)
 4. Form 16 (last financial year)
 5. Copy of your PAN Card
 6. Colour Passport Size Photographs-4
 7. Marriage Certificate (If Married)
 8. Two references with their name, address for communication, emails, phone no, mobile number, etc., (preferably from the last employment), for reference checking at our end.
 9. Medical test report [Comprising of – Blood Group, Blood Sugar (Fasting, and PP), Blood Cholesterol / Serum Cholesterol, X-ray (chest), ECG, Urine, General physician's check-up]
 10. A notarized letter stating that there is no police/legal case pending against you anywhere in the country.
 11. Copy of your Resignation and Acceptance from Current Employer.
 12. Relieving Letter or Service Certificates of all prior Employment(s).
 13. Copy of Adhar Card.
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