### BERKELEY EDUCATION ALLIANCE FOR RESEARCH IN SINGAPORE (BEARS)

A University of California Foreign Affiliate – Incorporated and Operated in Singapore Business Registration No. 201132916D

Singapore:

c/o 1 Create Way, CREATE Tower #11-00, Singapore 138602

Berkeley:

c/o CREST, 406 Cory Hall, University of California, Berkeley, CA 94720-1770



17 July 2021

### PRIVATE & CONFIDENTIAL

Ajitanshu Vedrtnam 358, Moh-Shahabajpur PS-Kotwali Badaun Pin: 243601 Uttar Pradesh, India

Dear Ajitanshu Vedrtnam,

We are pleased to offer you a Contract of Employment (Contract) for your appointment as a Postdoctoral Scholar – Employee with the Berkeley Education Alliance for Research in Singapore (BEARS), located at Create Tower, 1 Create Way #11-01, Singapore 138602 on the following terms and conditions:

### 1. Period of Contract Employment

- 1.1 This Contract for full-time employment (100 per cent) shall be for a period of one year commencing on 15 October 2021 and ending on 14 October 2022. This Contract will terminate at the end of the contract period, but may be renewed or extended at the sole discretion of BEARS.
- 1.2 Where applicable, any discussion on the renewal or extension of the Contract will commence two (2) months before the termination of the Contract.

### 2. Remuneration

- 2.1 You will be paid a salary of \$\$8,000 per month (\$\$96,000 per annum). This salary will be directly deposited to your designated bank account in Singapore on the 28th of each month, or the following work day if the 28th falls on a non-working day.
- 2.2 Should your Contract be extended for a further period of twelve (12) months, your monthly salary will be reviewed and any increase will be at the sole discretion of and determined by BEARS.
- 2.3 You are required to keep your current and any future salary confidential at all times.

### 3. Central Provident Fund (CPF)

3.1 If you are a citizen of Singapore or a Singapore Permanent Resident, BEARS' contribution and your contribution to the Central Provident Fund will be paid in accordance with the prevailing Law and applicable rates governing CPF contributions in Singapore.

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### 4. Income Tax

- 4.1 You shall be personally responsible for all income tax payable to the Inland Revenue Authority of Singapore and in your home country in respect of all your remuneration and taxable benefits earned through your Contract with BEARS.
- 4.2 If you are a foreign national and in the event you leave Singapore at the end of your Contract, BEARS will, in accordance with the Income Tax Act, withhold your final salary payment until the Singapore income tax authority provides clearance for the release of your salary.

### 5. Pre-Employment Health Declaration / Medical Examination

- 5.1 Upon your arrival in Singapore, you will be required to undergo a medical examination by BEARS's appointed doctor at BEARS's expense to be certified as medically fit to perform the duties required under the terms of the Contract. If you are found to be medically unfit, this offer to you may be revoked without notice.
- 5.2 Should you have any pre-existing illness, BEARS and/or the Insurance company may exclude the pre-existing illness from being covered under your entitlement to medical benefits provided by BEARS under the Group Medical Insurance Plan.
- 5.3 Notwithstanding the above, you may be required to undergo a medical examination conducted by a medical officer designated by the Insurance company in order to qualify for medical and life insurance coverage under the Group Insurance Plan paid by BEARS.

### 6. Working Hours and Singapore Public Holidays

- 6.1 You will be required to work 40 hours in a calendar week, with a flexible schedule agreed upon between you and your supervisor.
- 6.2 You will be entitled to paid leave on all gazetted Singapore Public Holidays. If the Public Holiday falls on a non-working day, BBARS will designate a substitute paid leave day to replace the Public Holiday.

### 7. Duties and Responsibilities

- 7.1 As a Postdoctoral Scholar you will report to your mentor and supervisor Hayden Taylor, Associate Professor of Mechanical Engineering.
- 7.2 You will perform your duties and responsibilities as determined and assigned by **Hayden Taylor** or any designated authority in connection with the research activities, projects and programs of BEARS. A copy of your job specifications and a brief description of the research project are attached.
- 7.3 You will undertake your responsibilities diligently and will faithfully serve BEARS and devote your full time, attention, abilities and skills to the affairs of BEARS. You shall not, without the prior written consent of BEARS be directly or indirectly engaged or interested in any capacity in any other business, trade or occupation.

### 8. Other Posting or Assignments

8.1 During your employment under this Contract, BEARS may assign you to another position or research project within BEARS if required by BEARS's research activities, projects and programs and availability of research funding.

### 9. Annual Leave

- 9.1 You will be eligible for Annual Leave of 21 days for each year of contract service or pro-rated for an incomplete year.
- 9.2 A maximum of ten (10) days of unused Annual Leave may be accumulated and carried forward into the next period of entitlement. All carryover Annual Leave must be utilized within six (6) months of the following Contract year. Any carryover Annual Leave unused after six (6) months will be forfeited.
- 9.3 Notwithstanding the above, BEARS may schedule a mass vacation on an organisational or group basis in the interest of efficient management of programs in BEARS. In such an event, employees will be required to utilise their Annual Leave for this purpose.

### 10. Sick Leave

- 10.1 After completing three months of contract service, you will be eligible for sick leave of fourteen (14) day per year, pro-rated for an incomplete year of service. An application for paid sick leave shall be supported by a medical certificate issued by a certified doctor. Where hospitalisation is required, the period may be extended to sixty (60) calendar days per year, inclusive of any paid sick leave already taken, pro-rated for an incomplete year of service.
- 10.2 Any sick leave taken during the first three months of service will be treated as unpaid leave.
- 10.3 Sick leave not taken during the contract year will not be carried over to the following contract year and unused sick leave will not be en-cashed.

### 11. Medical and Dental Benefits

- 11.1 You will be eligible for General Practitioner and Specialist consultation and treatment at any medical clinic or medical centre listed in the Medical Insurance Plan provided by BEARS within the limits stipulated in the Plan. All benefits provided will be pro-rated for an incomplete year of service. Only full calendar months of service will be used to compute benefits.
- 11.2 You will be eligible for Specialist medical consultation and treatment, provided you obtain a written referral from an approved panel physician to see a panel specialist.
- 11:3 You will be eligible for Dental consultation and treatment in Singapore within the limits stipulated in Medical Insurance Plan provided by BEARS. Claims for reimbursement on such consultations and treatments shall be accompanied by a valid invoice, and all reimbursements will be made on a co-sharing basis as indicated in the BEARS Employee Handbook for Postdoctoral Scholars.
- 114 BEARS will cover your Hospitalisation and Surgical expenses as provided under BEARS's Group Hospitalisation and Surgical Insurance Plan for full-time employees and Postdoctoral Scholars currently in force in BEARS.

### 12. Other Paid Leave Benefits

12.1 While you remain in the employment of BEARS as a full-time contract employee, you will be eligible to apply for various paid leave benefits. Information on these paid leave benefits are contained in the BEARS' Employee Handbook for Postdoctoral Scholars.

### 13. Grievance Management

- 13.1 You may present or file a formal grievance in accordance with BEARS' Grievance Management procedures if:
  - a) you have a general grievance to raise to the attention of your supervisor; or

- b) you deem that a specific act by BEARS was arbitrary or capricious, or that the act is a violation of BEARS' rules, regulations or policies, or that the act adversely affects your Postdoctoral Scholar's appointment or training program.
- c) there is a layoff resulting from the lack of appropriate funding.

### 14. Employee Personal File

- 14.1 The Human Resource Department will maintain a record of your employment in BEARS. The personal file will contain copies of your personal documents, Appointment and Re-appointment Letters, pay records, training records, written Performance Appraisals, Singapore employment permit records and disciplinary warning records, if any.
- 14.2 Any request for access to your Personal File shall be made in writing to the Human Resource Manager.
- 14.3 You may view the contents of your Personal File in the presence of the Human Resource Manager or his designate, but will not be permitted to remove any documents from the file.

### 15. Confidentiality

- 15.1 You shall keep secret and shall treat all Company's official documents, trade secrets, business methods or information acquired in your official capacity as confidential.
- 15.2 You shall not, either during your employment or after termination of your service with BEARS, copy, extract or translate any BEARS documents for unofficial use, or use for your own or another's advantage any BEARS information which you know or ought to reasonably know to be confidential concerning the activities, projects, programs or affairs of BEARS, except in the course of your official duties in BEARS or with the prior written consent of BEARS.
- 15.3 You agree that in recognition of U.S. and non-U.S. export control laws and regulations, you hereby agree that you will not knowingly export or re-export, directly or indirectly, (i) any technical data (as defined in the U.S. Export Administration Regulations), (ii) disclose such technical data for use in or (iii) export or re-export, directly or indirectly, any immediate product, process or service directly produced by the use of such technical data, to any destination to which such export or re-export is restricted or prohibited by U.S. or non-U.S. law, without obtaining the prior authorization of the U.S. Department of Commerce and other competent governmental authorities as required by those laws.

  This provision shall survive expiration, termination or cancellation of this Agreement.

### 16: Termination of Service

- 16.1 Either party will be at liberty to terminate the Contract by giving one (1) month notice in writing without providing any reason whatsoever or by payment of one (1) month's salary in lieu of notice.
- 16.2 Notwithstanding the above, if you are found guilty of any serious misconduct or breach of terms of the Contract during your contract service with BEARS, the Contract may be terminated without any notice.
- 16.3 Upon termination of your contract of employment for whatever reason, you shall:
  - deliver to BEARS all books, documents, papers, materials, diskettes, tapes, drives or other computer storage materials, credit cards, and other property relating to the business and activities of the Company which may then be in your possession or under your power or control;
  - b) take all necessary action to resign without claim for compensation from all offices held in BEARS and from membership of any organization acquired by reason of or in connection with your Appointment, and if you shall fail to do so BEARS is hereby irrevocably authorized to appoint some person in your name and on your behalf to sign any document or do any act or thing necessary or requisite to give effect to.

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### 17. Intellectual Property and Intellectual Property Rights (IP and IPR)

- 17.1 As a Postdoctoral Scholar, you will be participating in research programs funded by Singapore's National Research Foundation through BEARS. The terms and conditions governing your obligation and responsibilities, and the management of IP and IPR are detailed in Article 9 of the BEARS' Agreement.
- 17.2 In this respect, you shall be required to endorse a copy of the Informed Participation Agreement as a condition for employment in BEARS indicating your agreement to abide by the terms and conditions stated in Article 9, a copy of which is attached.

### 18. Miscellaneous

- 18.1 The various provisions in this Contract are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this Contract.
- 18.2 You agree that this Contract is personal to you and that you may not assign your rights or delegate your duties under this Contract, in whole or in part, to any other person or entity without BEARS's prior written approval.
- 18.3 This Contract for your employment is governed by, and shall be construed in accordance with the laws of Singapore, and you irrevocably submit to the exclusive jurisdiction of the courts of Singapore

This offer is contingent upon successful completion of receipt of all original/certified true copies of your qualifications and other relevant documents such as your identification card and/or passport, health declaration, medical examination and issue of an Employment Pass by Singapore authorities.

Please confirm your acceptance of this Contract by signing and returning the duplicate copy of this Contract to Mr. Keith Tan, Operations Manager within 7 days of the date of this Contract.

fully understood the terms and conditions stated above, hereby agree and willingly accept the position as a Postdoctoral Scholar Employee with BEARS.

Signature:

Yours sincerely.

Date:

# Informed Participation Agreement Berkeley Education Alliance for Research in Singapore (BEARS) SinBerBEST Program

Research Program:	SinBerBEST
Research Program Leader:	Prof. Costas J. Spanos
Principal Investigator:	Hayden Taylor
Research Participant Name:	Ajitanshu Vedrtnam
Institution:	Berkeley Education Alliance for Research in Singapore
<b>Document Tracking Number:</b>	

I am a Research Program participant in a collaborative research program that is funded by Singapore's NRF through the Berkeley Education Alliance for Research in Singapore (BEARS), a company limited by guarantee that is owned by the U.C. Regents in Singapore. The terms and conditions of the program are described in the BEARS Agreement between the Government of the Republic of Singapore (Represented by its National Research Foundation) and the Regents of University of California, acting on behalf of the University of California, Berkeley and through its Sponsored Projects Office ("UCB") dated August 25, 2011(hereinafter the "Agreement").

### By my signature below:

- 1. I acknowledge that as a BEARS Researchers as defined by Agreement Article 2.2.f, I have an obligation to disclose promptly and in writing all BEARS Sponsored Intellectual Property (IP) that is a direct product of my participation in the Research Program, whether in Singapore, USA or any other location:
  - a. Disclosure will be to the Singaporean Technology Licensing Office (STLO) and,
  - b. Disclosure will be simultaneously given to the UCB Technology Licensing Office (UCB TLO) as detailed in Agreement Section 9.10, and that
  - c. BEARS Sponsored Intellectual Property is defined in the Agreement Section 2.1.g and
  - d. Intellectual Property is defined in the Agreement Section 2.1.v and
  - e. Disclosure to UCB TLO and the STLO must occur no later than 12 weeks before any public presentation, disclosure or publication of BEARS Sponsored IP.
- 2. I agree to assign inventions and copyrights resulting from my participation in the BEARS Research Program jointly to the Regents of the University of California and to Singapore Institution(s) concerned in undivided and equal shares as required by Agreement Article 9.1.d.
- 3. I represent that, as of the date of my participation in the Research Program, I will cooperate with the efforts of the STLO to produce a list of Background IP as defined in Agreement Article 2.1.b of which I am an inventor or author, including invention disclosures, patent applications and issued patents, and copyrightable works. I understand and agree that the licensing of Background IP rights may be delayed due to my receipt of research funding through BEARS.
- 4. I consent to allow the STLO to grant to a collaborating Academic Institutions a nonexclusive, royalty-free,

perpetual license under copyrights or patents that arise from my participation in the Research Program.

- 5. I consent to the specific formula for distribution of net licensing revenue from licensing of BEARS Sponsored IP in Article 9.19 of the Agreement that is contained in the full reprint of Article 9.19 attached.
- I agree to use only BEARS funding from NRF in the performance of the Research Program unless additional sources of funding have been approved in writing by BEARS for the Research Program.
- 7. I agree my participation in this Research Program prohibits:
  - a. Use of U.S. Federal funding in the performance of the Research Program;
  - b. Use of software in the performance of the Research Program that is subject to rights of a third party (i.e., the rights of another, or the rights of authors funded under the Research Program, or the approved Singaporean collaborators) unless permission is specifically granted under the Research Program;
  - c. Incorporation of U.S. federally funded personnel, programs, or equipment unless explicitly approved in advance and in writing by NRF and the BEARS Director.
- 8. I have previously read and received by attachment to this Informed Participation Agreement a copy of the Agreement Article 9 that governs the intellectual property of the Research Program.
- 9. I understand I am under no obligation to participate in this Research Program and I agree to do so voluntarily.
- 10. I consent to the terms and conditions of the Agreement as they apply to me, including but not limited to, those provisions relating to administration of the BEARS Sponsored IP rights, including enforcement and infringement actions.

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Signatures				<u> </u>		e P. S. E. Promotoromona A. E. A. S. E. Guerra communicaria en es	PATER SA PERSUNDAN MEMBERS PROPERTY AND
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Title:	00000 000 0000 000 0000 000 0000 000	Dr.					
Department		SinBerBES	ST		•		
Date:		viet di					

Attachments: BEARS Agreement Articles 2.1.f, 2.1.g, 2.1.v, 9

### **ARTICLE 2. DEFINITIONS AND INTERPRETATION**

- 2.1 In this Agreement, the following words, whether used in the singular or plural, shall have the following meanings:
  - (f) "BEARS Researcher" means Programme Leader, PIs, PhD students, post-doctoral fellows, professional research and technical staff performing research that is funded by the Grant, whether in Singapore or any other location.
  - (g) "BEARS Sponsored IP" means any Intellectual Property that is, a) in the case of inventions, conceived and reduced to practice, and b) in the case of copyrightable software, created by a BEARS Researcher while participating in a Programme that is funded by the Grant, whether in Singapore, USA or any other location.
  - (v) "Intellectual Property" or "IP" means:
    - a. For "Inventions" any patentable idea, design, concept, technique, discovery or improvement made (defined as conceived and first actually reduced to practice) solely by one or more employees of a Party hereto or jointly by one or more employees of one Party with one or more employees of the other Party, in the period and under performance of work under this Agreement.
    - b. For "Copyrightable Software" the copyrights owned in whole or in part by one of the Parties created in the performance of work under this Agreement, in the Files Documenting Software where "Files Documenting Software" means copies of computer software source code or object code file contained within, and which as a whole comprise the entire set of software files and related documentation for Copyrightable Software. The discrete components of Files Documenting Software are separately identified for each.

### ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS (IPR)

### Ownership

- 9.1 Regardless of where BEARS Sponsored IP is invented or created, all BEARS Sponsored IP invented or created by BEARS Researchers:
  - (a) who are solely Personnel of UCB shall be solely owned by the UCB.
  - (b) who are solely Personnel of a single Singapore Institution shall be solely owned by the Singapore Institution concerned.
  - (c) who are Personnel of multiple Singapore Institutions shall be jointly owned by the Singapore Institutions concerned in undivided and equal shares.
  - (d) who are Personnel of UCB and one or more Singapore Institutions shall be jointly owned by UCB and Singapore Institution(s) concerned in undivided and equal shares.

- 9.2 The ownership of any BEARS Sponsored IP invented or created by any person other than BEARS Researchers who are Personnel of UCB or Singapore Institutions shall be determined by UCB, NRF and such person's home institution on a case-by-case basis before BEARS grants permission for the conduct of any research activity at the BEARS facilities by any such person. The commercialization of such BEARS Sponsored IP shall be pursued in a manner which is consistent with the commercialization of other BEARS Sponsored IP.
- Assignment of all or part of ownership interest in any BEARS Sponsored IP by any Party to any third party shall be subject to the concurrence of the NRF and the owner or respective co-owners of such BEARS Sponsored IP (and subject to the rights of any sponsor of research to the extent that another sponsor's rights exist); provided that such assigned BEARS Sponsored IP otherwise remains subject to all the provisions of this Article 9.
- 9.4 BEARS Sponsored IP shall be managed and commercialized in accordance with the provisions of this Article 9.

Licenses to UCB and Singapore Institutions

- 9.5 Each Singapore Institution and UCB that own any BEARS Sponsored IP shall grant to each other, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and license to use all BEARS Sponsored IP owned by them for research and educational purposes to the extent each license may be lawfully granted.
- 9.6 UCB shall grant to each Singapore institution that employs BEARS Researchers participating in the Programme a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and licence to use all BEARS Sponsored IP owned by UCB from the Programme for such institution's research and educational purposes to the extent each license may be lawfully granted.

Singapore TLO

- 9.7 NRF will designate a unit within a Singapore Institution to act as the Singapore TLO, which appointment shall be made in consultation with UCB. The Singapore TLO's duties and responsibilities shall be set forth in detail in a separate "Interinstitutional Agreement" between BEARS, UCB, the relevant Singapore Institutions and the Singapore TLO, which agreement shall incorporate all relevant requirements of this Article 9. The Singapore TLO will provide regular status reports describing its activities to BEARS and the UCB TLO.
- 9.8 The UCB TLO shall provide advice and support to the Singapore TLO when reasonably determined by BEARS, UCB and NRF. Such advice and support may include seminars, advice on policy, provision of standard licensing and other agreements, short term visits to the UCB TLO, strategies for licensing, and continuing communication or as otherwise agreed between UCB TLO, NRF and the Singapore TLO.

Requirements of BEARS Researchers

9.9 Prior to participating in any Programme, each Singapore Institution shall execute an agreement with UCB agreeing to be bound by the provisions of this Article 9 with respect to all BEARS Sponsored IP.

Each BEARS Researcher shall be required to execute a written acknowledgement as to his or her understanding of his or her obligations with respect to BEARS Sponsored IP set forth herein.

- 9.10 Each BEARS Researcher shall be required to make a written disclosure of all BEARS Sponsored IP that he or she invents or creates, to the Singapore TLO (each, a "BEARS Sponsored IP Disclosure") promptly following invention or creation, but in no event later than 12 weeks before any public presentation, disclosure or publication of such BEARS Sponsored IP. Such BEARS Sponsored IP Disclosure shall be in English and in a form prescribed by the Singapore TLO in consultation with UCB TLO. Each BEARS Sponsored IP Disclosure shall be treated as confidential information of the owner of the disclosed BEARS Sponsored IP in accordance with the provisions of Article 25.
- 9.11 For the avoidance of doubt, the decision whether or not BEARS Sponsored IP has been invented or created shall remain with the BEARS Researcher. If the BEARS Researcher has decided that BEARS Sponsored IP has been invented or created, a BEARS Sponsored IP Disclosure shall be submitted to the Singapore TLO which shall forward a copy to the UCB TLO.
- 9.12 For the avoidance of doubt, all patent filing, prosecution and maintenance costs shall be borne by the BEARS Sponsored IP owner or joint owners, as the case may be, in undivided equal shares, provided that a party may elect not to pay its share of costs for a given patent or patent application for a given country or geography and shall thereafter not be entitled to share in net license revenues from that country or geography.

Responsibility for Performance of IP Management Services

- 9.13 Except as provided in Article 9.14 below, the Singapore TLO will perform all IP Management Services with respect to all BEARS Sponsored IP in accordance with the Interinstitutional Agreement. Such IP Management Services shall be performed in a professional and workmanlike manner and in accordance with best practices in the technology commercialization field and in compliance with all applicable laws (including, without limitation, applicable patent laws in the country where inventions are made and where patent applications are filed. With respect to the licensing and commercial exploitation of BEARS sponsored inventions and technologies, the provisions of Articles 9.16 9.18 shall apply. The UCB TLO and the Singapore TLO shall reasonably exchange preferred and best practices in the technology commercialization field. The Singapore TLO shall diligently and thoroughly pursue all reasonable avenues for licensing and commercialization of BEARS Sponsored IP.
- 9.14 (a) If at any time the Singapore TLO elects not to file an initial patent application covering any BEARS Sponsored IP that is disclosed in a BEARS Sponsored IP Disclosure, it shall provide the UCB TLO with written notice of such election no later than (i) 12 weeks following the date of such BEARS Sponsored IP Disclosure or (ii) 6 weeks prior to any public presentation, disclosure or publication of such BEARS Sponsored IP, whichever is earlier.
- The UCB TLO may then elect to file an initial patent application protecting the invention, and in such cases, the IP Management Services for the particular BEARS Sponsored IP will be performed by the UCB TLO solely.

- (b) If at any time the Singapore TLO wishes to discontinue the provision of IP Management Services for any particular BEARS Sponsored IP, it shall provide the UCB TLO with 60 days prior written notice of such election.
- (c) The written notice required by this Article 9.14 shall expressly identify the relevant BEARS Sponsored IP [including a copy of the relevant BEARS Sponsored IP Disclosure(s)], the reason for the Singapore TLO's election not to file an initial patent application or provide IP Management Services, and the jurisdiction(s) in which the Singapore TLO elects not to file an initial patent application or provide IP Management Services, as applicable, so that the UCB TLO, at its election, may thereafter assume the responsibility for performing IP Management Services for such BEARS Sponsored IP.
- 9.15 Upon UCB TLO's request following its assumption of IP Management Services for any BEARS Sponsored IP, the Singapore TLO shall deliver to UCB TLO all relevant files, prosecution histories, diagrams, disclosures, documents, market analyses, prospective licensees, correspondence, legal opinions and other information relevant to the performance of IP Management Services with respect to such BEARS Sponsored IP.

Licensing and Commercial Exploitation of BEARS Sponsored IP

- 9.16 The Singapore TLO will have the authority, with respect to the BEARS Sponsored IP for which it is performing IP management Services, to grant exclusive and non-exclusive licenses in any territories in which such BEARS Sponsored IP exists pursuant to the Interinstitutional Agreement. The Singapore
  TLO shall not have authority to license or grant any right with respect to other IP owned by UCB, or to transfer, sell or assign any ownership interest in or to any BEARS Sponsored IP.
- 9.17 All license agreements for BEARS Sponsored IP shall at a minimum: (i) contain reasonable performance milestones, (ii) permit termination of the license if the BEARS Sponsored IP is not adequately commercialized within the specified time periods; (iii) prohibit transactions on other than an arm's length basis, (iv) require the licensee to extend a full indemnity to NRF, BEARS, UCB and the Singapore Institutions with respect to any product or service commercialized under such license, (v) require the licensee to release NRF, BEARS, UCB and Singapore Institutions from any and all liability associated with or arising from any use or commercialization of such BEARS Sponsored IP, and (vi) disclaim any warranties by NRF, BEARS, UCB and the Singapore Institutions with respect to any such BEARS Sponsored IP (including without limitation, implied warranties of an express or implied license in any other intellectual property of any of NRF, BEARS, UCB or the sponsoring Singapore Institutions other than the express license in specific BEARS Sponsored IP), (vii) restrict use of the Parties' names and trademarks, (viii) reserve the right of the owners and others in the nonprofit research sector to use the licensed rights for their noncommercial, education and research purposes.

- 9.18 Prior to execution of any license agreement covering the BEARS Sponsored IP, the relevant TLO shall first provide a copy of such license to the other TLO for information. The TLOs shall inform each other on a continuous basis about any on-going licensing activities. The information to be provided shall at least include:
  - (a) Name of potential licensee with whom negotiations are on-going.
  - (b) Starting date of negotiations.
  - (c) Copy of the executed term sheet (if available)
  - (d) Copy of each fully executed license agreement covering BEARS Sponsored IP within thirty (30) days after execution.

### Revenue Sharing for BEARS Sponsored IP

- 9.19 All BEARS IP Revenue collected by the respective TLO for a specific license (gross revenues) shall be distributed on an annual basis in the order of priority as follows:
  - (a) Deduction of actual out-of-pocket IP expenses (patent filing, prosecution, and maintenance) to be reimbursed to the BEARS Sponsored IP owner and joint owners as the case may be;
  - (b) Deduction of actual out-of-pocket costs (including legal and other professional fees exclusive of any salaries, administrative, or other indirect costs) incurred by the TLO, in relation to the licensing of the BEARS Sponsored IP;
  - (c) 15 % of the IP revenue [less Articles 9.19 (a) and (b)] as IP management and incentive fee to the TLO that has performed the relevant IP Management Services, divided into two parts as follows.
    - 5% for managing the IP (administrative charge)
    - 10% for finding a licensee (if the same TLO also secures the license)
  - (e) The remaining net IP revenue [less Articles 9.19 (a), (b) and (c)] shall be distributed in accordance with the following rule:
    - 1/3 to the inventors (in equal shares),
    - 1/3 to the BEARS Sponsored IP owner or joint owners, in equal shares;
    - 1/3 to BEARS.

# The distribution is outlined for clarity in the table below:

	Singapore TLO finds licensees	UCB TLO finds licenses
UCB TLO files the patents.  Patenting costs and out-of-pocket expenses (c.g. legal fees) deducted from IP revenue and reimbursed to Sponsored IP owner or joint Edwiners	owners (1/3) and BEARS (1/3).  UCB TLO gets 5% management fees.  Net IP revenue shared between inventors (1/3); BEARS Sponsored IP Powners (1/3); and BEARS of 1/2).	Detween inventors (1/3),

- 9.20 Each IP filing and expenses must be agreed upon by the BEARS Sponsored IP joint owners. Where there are BEARS Sponsored IP joint owners and one of the joint owners elects not to share in the IP (patenting, prosecution and maintenance) expenses for a particular country, such joint IP owner shall also not share in any net IP revenue that arises from the commercialization of the particular BEARS Sponsored IP in such country; and shall assign all its rights in the particular BEARS Sponsored IP in such country to the other paying BEARS Sponsored IP joint owners, unless otherwise agreed by the Parties. For the avoidance of doubt, all inventors of a particular BEARS Sponsored IP, that is commercialised, shall be entitled to receive their respective share of the net IP revenues.
- 9.21 The party performing the IP Management Services shall prepare and distribute to owners of the BEARS Sponsored IP that has been licensed, an annual accounting of all BEARS IP Revenue that it receives and all out-of-pocket expenses it incurs in the performance of IP Management Services. Such annual accounting shall also report the licensee's name and any products that have been sold, leased, or otherwise transferred to third parties.
- 9.22 Upon termination of the BEARS Agreement or dissolution of BEARS, any future revenues due to BEARS under Article 9.19 will instead be payable to NRF, and any future revenues due to the relevant TLO, BEARS Researchers or BEARS Sponsored IP owner or joint owners, shall continue to be distributed in accordance with Article 9.19, as applicable. The Parties' rights and obligations under Article 9 shall continue, but only in respect of:

- (a) All BEARS Sponsored IP existing as of the date of termination of the BEARS Agreement or dissolution of BEARS; and
- (b) Such BEARS Sponsored IP created after the date of termination of the BEARS Agreement as may be designated and agreed by the Parties in writing.

# Background Intellectual Property

- 9.23 Prior to the start of each research project, the Singapore TLO or UCB TLO, as the case may be, (the "Background IP Owner TLO"), will use reasonable efforts to produce a list of preexisting IP naming the Principal Investigator or other personnel funded by the project as an inventor, that is managed by the Background IP Owner TLO.
- 9.24 The Background IP owner will also inform the Singapore TLO or the UCB TLO as the case may be, of any license rights that may be available with respect to such Background IP. If the Singapore TLO or the respective UCB TLO, as the case may be, so requests in writing, such Background IP Owner shall, to the extent not prevented by then-existing agreements or on-going negotiations or obligations to the contrary, for six (6) months following such request, refrain from granting any exclusive license under such Background IP that would prevent the grant of a non-exclusive license to a licensee of the relevant BEARS Sponsored IP.
- 9.25 The Singapore TLO or UCB TLO as the case may be, shall have no authority to grant licenses or otherwise to perform IP Management Services with respect to Background IP or any other intellectual negotiated directly by the respective Background IP Owner. The Background IP Owner reserves the sole and exclusive right to perform IP Management Services with respect to Background IP, at its sole expense. Licenses of Background IP shall not be subject to revenue sharing under this Article 9.

Non-Performance by Singapore TLO

9.26 In the event that the Singapore TLO fails, in the reasonable opinion of a Party, to fulfill its duties and obligations described herein, the Parties shall consider in good faith the replacement of the then current Singapore TLO with another organization in Singapore. Nothing in this Article 9 shall limit any remedy that a Party may have against the Singapore TLO under any separate agreement between such Party and the Singapore TLO.

# Collaboration with other third parties

BEARS and participating Institutions shall have the freedom to conclude research and service agreements with third parties according to rules and certain delegated authorities to be established by BEARS. Such agreements may include transfer of rights to such third parties on IP generated within the projects financed solely by such third parties through the said agreements. The rules concerning research and services of BEARS shall be as close as possible to applicable rules within the participating UCB institution, including overheads and IP clauses. Such agreements and transfer of rights must be approved by the BEARS Governing Board and the respective institution(s) involved in the collaboration. The BEARS Governing Board and UCB shall establish a set of rules that allows delegating the decision for

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such collaborations to authorized persons or bodies within BEARS as needed. The BEARS Director shall provide a copy of such agreements to NRF for information, prior to the execution of such agreements.



# Ajitanshu Vedrtnam Job Specifications



### 1. Scope of Work

The candidate will be involved in developing SinBerBEST's work on multi-material, high-performance facades, investigating the optimal integration of phase-change materials such as paraffin waxes into composite structures of this kind, to enable the heat transport characteristics of building facades to be tailored and thus reduce the peak and total energy consumption of air conditioning systems inside those buildings. The candidate's work is primarily experimental, although there is considerable scope to participate in the numerical modeling of composite structures with a view to optimizing their topologies for both mechanical and thermal

The role will involve extensive collaboration with a research team based at UC Berkeley, led by Professors

The candidate will also be provided with the opportunity to contribute to the efforts of developing designs for a "breathing façade", an approach to distributing low-face-velocity heat exchangers throughout the building envelope to enable effective ventilation and low-cost cooling in a wide range of building types.

# 2. Key Duties and Responsibilities

- Design of novel cellular structures for façade systems
- Conduct durability performance, and analyse mechanical and thermal behaviour of multi-functional
- Perform experiments on façade systems in the SinBerBEST testbed
- Conduct analysis of research results
- Write and publish research articles
- Present the research results at conferences

# SinBerBEST Programme

SinBerBEST aims to deliver energy efficient building technologies for the tropical built environment, while optimising human comfort, safety, security, and productivity within the building.

The theme of SinBerBEST is use-inspired basic research for novel demand-side energy and carbon footprint reduction in buildings. This area addresses demand-side solutions for the world's growing energy needs to reduce the per capita carbon footprint of consumers. It was determined that this research area is the most promising as an Interdisciplinary Research Program (IRP) within BEARS due to shared expertise between UCB and Singapore, revolutionary potential, leverage of ongoing and new research support, and, most of all, impact in the form of creating new industry sectors in Singapore and California.

SinBerBEST initial collaborators include Nanyang Technological University (NTU), the National University of Singapore (NUS), and other agencies and groups in Singapore. The vision of the SinBerBEST program is to generate societal scale impact in the area of efficient and sustainable tropical buildings.

The success of SinBerBEST will be judged on its impact in the form of creation of new industry sectors, the development of societal scale systems, and the creation of new knowledge.



# STATEMENT OF MAIN TERMS AND PARTICULARS OF EMPLOYMENT

# POSTDOCTORAL RESEARCHER

NAME:

Ajitanshu Vedrtnam

ADDRESS:

ajitanshu.m@invertis.org

POST:

Postdoctoral Researcher

PLACE OF WORK:

School of Engineering, NUI Galway

**HEAD OF SCHOOL:** 

Prof. Padraic O'Donoghue

PRINCIPAL INVESTIGATOR:

Prof. Jamie Goggins

REPORTS TO:

Prof. Jamie Goggins

(The University reserves the right to change the reporting relationship as it sees fit.)

**DURATION OF POST:** 

01st October 2021 – 30th September 2022

### Position

The overarching objective of the University's research strategy is to be firmly embedded among the top rank of research universities. The identification of priority areas of research at University level, and their support through recruitment and resource allocation policy, has been fundamental to the University's research strategy. To that end, the University has agreed to host this Postdoctoral Researcher position.

The above-named is hereby appointed as a temporary full-time Postdoctoral Researcher in the School of Engineering specifically to work on the "Advanced Composites Materials and Structures" project.

Your employment with the University commences on the 1<sup>st</sup> October 2021 and shall cease on 30<sup>th</sup> September 2022. Your employment is for the specific purpose of working on this project as the resources that support the post are research/external funds. The contract shall cease upon the completion of this project and the continuation of your employment is also dependent upon the continuation of these funds in full. This shall not be a permanent ongoing project and the project funds are not guaranteed indefinitely.

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.

The Unfair Dismissals Acts 1977 to 2001 shall not apply to your dismissal, consisting only of the cessation of the said purpose.

### 2. Probation

The appointment is subject to a probationary period. During the probationary period the post holder shall be subject to conditions of probation. The appointment shall not be finally confirmed unless the Principal Investigator is satisfied that the post holder, has at the conclusion of the probationary period, fulfilled the conditions of probation. If the post holder has, at the conclusion of the probationary period, failed to fulfil the conditions of probation the probationary period may be extended or the appointment may be terminated. See

The probationary period will be one year, or for duration of contract if less than one year.

### 3. Duties

The post holder shall carry out research and other duties related to the specified project(s) from which the contract is funded as listed in the job advertisement (Ref. no. NUIG RES094-19) a copy of which is annexed to this contract.

Other duties may be assigned by the Principal Investigator, from time to time. The post holder shall carry out the duties of the post under the direction of the Principal Investigator.

### 4. Notice

The appointment may be terminated at one month's notice in writing by either party to this temporary employment contract.

Notwithstanding the fact that this is a specified purpose contract, the University reserves the right to terminate the contract, prior to the cessation of the purpose, by giving the appropriate period of notice set down by the Minimum Notice and Terms of Employment Acts, 1973 - 2001.

# Rate of Remuneration

Salary attaching to the post is €48,627.00 per annum pro-rata for shorter/part-time contracts.

You shall be paid by credit transfer monthly in arrears (subject to all statutory and agreed deductions). Deductions for overpayments will be made from subsequent salary payments. For information on your online payslip please see Online Payslip

# 6. Income Protection Scheme

You will be enrolled into the University's Income Protection Insurance Scheme on appointment. Full details, costs and benefits are outlined in the University's Website in the Pension section.

Please note if your salary is less than €15,000 p.a. you will not be automatically enrolled into the scheme and will need to contact Pensions & Investments Office.

This insurance is voluntary and its costs are deducted from your salary. You are entitled to opt out of the scheme if you so wish. To do so you must complete the relevant form at the same location on the website and send it to the Pensions Office.

If you do this within three months of your commencement date you will receive a full refund. All opt outs after this time will be permitted but will not be eligible for any refund of deductions.

### Group Life Plan

All pensionable employees who are under age 65 will be enrolled into the University's Group Life Plan on appointment. Full details, costs and benefits are outlined in the University's Website in the Pensions website

This insurance is voluntary and its costs are deducted from your salary. You are entitled to opt out of the scheme if you so wish. To do so you must complete the relevant form at the same location on the website and send it to the Pensions Office.

If you do this within three months of your commencement date you will receive a full refund. All opt outs after this time will be permitted but will not be eligible for any refund of deductions.

### 8. Hours of Work

A five day 39 hour working week is in operation. The post holder will be required to attend the University and discharge her/his duties for her/his contracted hours.

Daily hours shall be as laid down by the Principal Investigator having regard to The Organisation of Working Time Act 1997, which limits the maximum average working week to 48 hours. Weekly working time may be averaged out over a four month period. Timesheets must be completed by all staff and returned to the Principal Investigator.

### 9. Annual Leave

Annual leave shall consist of 27 days per annum and pro rata for shorter / part-time contracts. In addition to annual leave the following days shall be extra leave: Good Friday and 9 Public Holidays

University Closed Days: These are days on which the University will close for business and staff will be required to take leave from their total annual leave allowance. Closed days may change from year to year to reflect the University's business needs. Currently, the University closes for four days at Christmas. Staff will be informed of the exact dates by the HR Office each year at least three months in advance. Usually, they will cover the period between Christmas and New Year.

Periods for annual holidays shall be determined in conjunction with the Principal Investigator. Public Holidays shall be granted in accordance with The Organisation of Working Time Act, 1997. If, upon termination of employment, it is determined the post holder has availed of annual leave in excess of his/her entitlement, based on a pro rata portion of the year worked, an adjustment will be made to post holder's final salary payment. Staff are required to take all leave due within the contract period.

### 10. Sick Leave

Sick Leave will be granted in accordance with university policy. A detailed policy is available on the HR website Sick Leave Policy

### 11. **Health & Safety**

Employees are reminded that they have a statutory duty to observe all Health and Safety rules and take all reasonable care to promote the Health and Safety at work of themselves, and their fellow employees. Wilful breaches of the Health and Safety policy will be dealt with through the disciplinary procedure.

### See <u>Health & Safety</u>

These are legal requirements set out by the Safety, Health and Welfare at Work Act 2005 (and related legislation) and establish duties for you as an employee and NUI Galway as your employer to ensure the safety of all personnel in this workplace.

Employees working virtually need to take personal responsibility for the health and safety aspect of home/virtual working. It is a requirement of working virtually that you need to provide an environment at home which offers the following:

- Suitable "office" space, ideally a separate room but at least a dedicated space
- Freedom from interruptions and distractions O
- Security and confidentiality and 0
- the ability to meet Health and Safety requirements.

You are required to complete a working at home checklist prior to beginning to work virtually.

No other location other than contractually stated or agreed may be used for the purpose of working from home. In the event of you moving house, you must notify your Principal Investigator. If moving to a new address, you must ensure your broadband is sufficient in order to continue the home working arrangement. In addition, the Health & Safety assessment and checklist will need to be completed again.

You should advise your mortgage/insurance provider that part of your home is being used by

Injuries sustained by an employee while working virtually will require employees to report the incident as per the University's accident reporting procedure. The University reserves the right to conduct an investigation at the location of where the injury took place.

The employee is liable for any injuries sustained by visitors to their home work site.

It is especially important for you to take care of your mental health when working virtually, ensuring you spend time outdoors and socialising as needed.

# 12. Work outside the University

It is a Condition of Employment that you do not hold any position, including inter alia Directorships or Consultancies, or employment outside of the University without express approval. Requests to engage in such activity should be made to the Director of HR along with the acceptance of your post

## 13. Confidentiality

The post holder shall be required to exercise strict confidentiality with regard to technical or business information or client identity acquired in the course of employment. No such information may be disclosed to third parties without clear authorisation. Any breach of confidentiality shall be regarded as misconduct.

## 14. Intellectual Property

Discoveries, inventions or technological innovations conceived, made or developed by the post holder in the course of his/her employment shall become the exclusive property of the University and may subsequently be assigned by the University as deemed appropriate. The post holder will assist as required with the execution of all instruments necessary for the filing of patents in Ireland or elsewhere. The post holder may not remove any documents or equipment belonging to NUI Galway or the Funding Agency from NUI Galway's premises, at any time. The postholder represents that s/he will not, in carrying out the research, use any background intellectual property in which s/he or s third party may have an interest without the University prior written consent. The University will ensure that the post holder has access to such of the University's IP as is necessary to carry out the research project, subject to any restrictions on the University's authority to grant such access. The University will promptly inform the post holder of any such restrictions which are relevant to the research project. Please refer to the IP Policy on the Innovation Office website.

# 15. Performance Appraisal

A system of regular appraisal will be operated during post holder's employment, which will involve discussions between post holder and supervisor in relation to performance and conduct.

### 16. Pension

You will be enrolled in the University's Pension Scheme The pension scheme is a contributory one, whereby a total salary deduction of 6.5% is made, 1.5% of this deduction is in respect of a spouse's and children's pension. Further information regarding the pension scheme and other ancillary schemes is available on the Pensions website

### 17. Retirement

For members who are 'new entrants' (as defined in the Public Services Superannuation Miscellaneous Provisions Act, 2004) on or after 1st April, 2004, the minimum retirement age is 65 years. There is no maximum retirement age.

If deemed 'not to be a new entrant' (as defined in the Public Services Superannuation Miscellaneous Provisions Act, 2004) you shall be entitled to hold office until the age of seventy (70) years, subject to a requirement for the post and the fulfilment of duties. A person may retire on reaching the age of sixty (60) years, but pension and gratuity shall be in accordance with the terms of the appropriate University pension statutes.

For members who are 'new recruits' (as defined by the Public Service Pensions (Single scheme and Other Provisions) Act 2012, the minimum retirement age was set initially at 66 years (from 1 Jan 2014) rising in line with the Statutory SPC age to 67 (from 1st January 2021) and 68 (from 1st Jan 2028). Maximum retirement is 70 subject to revision by the Minister. However, effective 22 December 2020, Circular 24/2020 deferred the planned increase in the age of eligibility for the State Pension due to take place on 1 January 2021. Single Scheme members have a NRA (Normal Retirement Age) of 66. This arrangement applies with immediate effect and until further notice.

### 18: Policies and Procedures

All University policies and procedures form an integral part of this employment contract and may be subject to update and revision, from time to time, in consultation with staff representatives as appropriate. Information is available from the University website.

The attention of the post holder is drawn in particular to the following policies and procedures which are available on the NUIG website:

Child Protection Policy
Grievance Procedure
Disciplinary Procedure
Anti-bullying
Guidance note on the Principle of "Natural Justice"

Good Practice in Research
Research misconduct
Publishing Guidelines for Researchers
Ethics in research
Data Protection

If you do not have web access and wish to receive any or all of these policies or procedures in hard copy, this request, in writing, should be forwarded to the Human Resources Office.

## Collective Agreements

All collective agreements, which are appropriate to the grade in which you are employed, form an integral part of this contract. Details of these agreements are available from the Human Resources Office.

In the event that any of your personal details change, during your employment with the University, you should advise the Human Resources Office, in writing, so that your records can be updated accordingly.

I, Ajitanshu Vedrtnam, hereby accept appointment as Postdoctoral Researcher on the above Statement of Main Terms & Particulars of Employment with effect from 1st October 2021:

SIGNED:

DATE:

(Researcher)

SIGNED: Arene Greaney

(On behalf of the University)

DATE: 03/08/2021

Invertis University

Bareilly

# **UMOWA O PRACE** pomiędzy Stypendystą a Instytutem Goszczącym / **EMPLOYMENT CONTRACT** between the Fellow and the Host Institute

zwana dalej "Umową", zawarta w Krakowie w dniu 01.04.2022 pomiędzy: Instytutem Gospodarki Surowcami Mineralnymi i Energią Polskiej Akademii Nauk z siedzibą w Krakowie, przy ulicy Wybickiego 7A, 31-261 Kraków zwany dalej Pracodawcą, reprezentowanym przez: prof. dr hab. inż. Krzysztofa Galosa - Dyrektora Instytutu / hereinafter referred to as "the Agreement", concluded in Cracow on 01.04.2022, between: Mineral and Energy Economy Research Institute Polish Academy of Sciences with its registered office in Cracow, at Wybickiego 7A, 31-956 Cracow hereinafter referred to as employer, represented by: Prof. Krzysztof Galos - Director of the Institute.

a Panem Ajitanshu Vedrtnam, zamieszkałym 31-956 Kraków, osiedle Sloneczne 1, legitymującym się paszportem nr S4807181 / and Mr Ajitanshu Vedrtnam, resided under the address 31-956 Kraków, residental Sloneczne 1, holder of the passport no. S4807181.

# A. Warunki zatrudnienia/ Employment conditions stanowisko pracy / position - adiunkt/assistant professor,

- 1) + źródło finansowania zawarta z Polską Akademią Nauk PAN.BFB.S.BDN.624.022.2021 o realizację i finansowanie Pobytu Badawczego, który uzyskał finansowanie w ramach konkursu "PASIFIC 1" współfinansowanego z programu Horyzont 2020 w ramach działań Marii Skłodowskiej-Curie w konkursie COFUND na podstawie umowy nr GA 847639 / source of funding: the Fellowship Agreement No PAN.BFB.S.BDN.624.022.2021 concluded with the Polish Academy of Sciences to implement and finance the Fellowship funded under the PASIFIC Call 1. The PASIFIC Programme is co-financed by the Horizon 2020 within the Maria Skłodowska-Curie Actions (COFUND) based on the grant agreement No 847639;
- wymiar czasu pracy-pelny etat / working hours-full-time; 2)
- okres obowiązywania umowy 24 miesiące / duration of the Contract 24 months; 3) 4)
- termin rozpoczęcia pracy / date of commencement of work 01.04.2022
- miejsce wykonywania pracy: Pracownia Geochemii Stosowanej i Inżynierii 5) Środowiska / place of work: The Division of Applied Geochemistry and Environmental Engineering
- bezpośredni przełożony / immediate superior: dr hab. inż. Magdalena Wdowin 6)

# B. Zakres obowiązków/ Responsibilities

- 1) Pracownik będzie realizował wyłącznie działania badawczo-szkoleniowe w ramach konkursu "PASIFIC 1" / The Employee shall pursue exclusively research and training activities related to the Fellowship funded under the PASIFC Call 1.
  - Do zakresu obowiązków Pracownika należeć będą w szczególności: / The Employees responsibilities shall include in particular:
  - prowadzenie prac badawczych w ramach Pobytu Badawczego pt. "Opracowanie filtra powietrza na bazie włókna celulozowego ZIF-8 na potrzeby wyłapywania CO2 ze strumienia spalin" (dalej: "Pobyt Badawczy") pod opieką dr hab. inż. Magdaleny Wdowin (dalej: "Opiekun") / conducting research as part of the Project entitled 'Development of cellulose fiber-ZIF-8 based exhaust air filter with CO2 selectivity" (hereinafter: "the Fellowship") under the supervision of Magdalena Wdowin (hereinafter: "the Supervisor"),
  - b) upowszechnianie wyników Pobytu Badawczego, w szczególności publikowanie tych wyników w otwartym dostępie (Open Access) / disseminating the Fellowship results, in particular, publishing these results in Open Access;
  - c) uczestnictwo w programie badawczo-szkoleniowym w ramach konkursu "PASIFIC 1" zgodnie z: / participation in the research and training programme under the PASIFIC Call 1, in accordance with:
    - opisem zawartym w "Regulaminie Konkursu PASIFIC 1 Polskiej Akademii Nauk (PAN)", opublikowanym na stronie https://pasific.pan.pl/call-l/ / the description contained in the PASIFIC Call 1 Terms and Conditions. available at: https://pasific.pan.pl/call-l/,
    - indywidualnym Planem Rozwoju Kariery Naukowej, przygotowanym przez Pracownika we współpracy z Opiekunem / individual Career Development Plan, drawn up by the Employee in cooperation with the Supervisor.
  - d) przygotowanie rocznych raportów oraz raportu końcowego z realizacji Pobytu Badawczego / preparation of annual reports and the final report on the implementation of the Fellowship;
  - e) uczestnictwo w okresie realizacji Pobytu Badawczego oraz do dwóch lat po jego zakończeniu w ankietach i badaniach ewaluacyjnych przeprowadzanych przez Polską Akademię Nauk oraz Agencję Wykonawczą ds. Badań Naukowych i udzielania wszelkich informacji związanych z Pobytem
  - Badawczym / participation in surveys and evaluation studies conducted by the Polish Academy of Sciences and the Research Executive Agency, and providing all the information related to the Fellowship during the Fellowship and up to two years after its completion.
- 2) Ponadto Pracownik zobowiązuje się do: / Furthermore, the Fellow undertakes to:
  - a) wzięcia udziału w co najmniej czterech szkoleniach organizowanych i finansowanych przez Polską Akademię Nauk w ramach konkursu "PASIFIC 1" / participate in at least four training courses organised and financed by the Polish Academy of Sciences under the PASIFIC Call 1,
  - b) wzięcia udziału w przynajmniej jednym wykładzie otwartym popularyzującym prowadzone przez niego badania i/lub ich wyniki/ participate in at least one

- open lecture popularising their research and/or its results,
- c) niewykonywania ani niepodejmowania innego zatrudnienia lub działalności gospodarczej innej niż wynikająca z realizacji Pobytu Badawczego, jeśli miałyby charakter zarobkowy / do not perform or take up any other employment or business activity beyond the Fellowship, provided that the beforementioned are of commercial nature,
- d) nieubiegania się o finansowanie z Konkursu POLONEZ BIS ogłaszanego przez
  Narodowe Centrum Nauki / not to apply for the POLONEZ BIS funding
  programme, announced by the National Science Centre,
- e) wyrażenia zgody na zamieszczenie krótkiego opisu Pobytu Badawczego na stronie internetowej Polskiej Akademii Nauk / consent to the publication of a short Fellowship description on the Polish Academy of Sciences website.
- 3) Obowiązki, o których mowa w pkt 1 będą wykonywane w siedzibie Pracodawcy. / The obligations enlisted in Point 1 shall be carried out atthe Employer's seat
- 4) Przy wykonywaniu obowiązków wynikających z umowy o pracę Pracownik zobowiązany jest do przestrzegania regulacji Instytutu w zakresie praw autorskich, pokrewnych, praw własności przemysłowej oraz poufności informacji, w tym w szczególności zawartych w Zarządzeniu Dyrektora IGSMiE nr 6/2015 z dnia 20.04.2015 r. / While performing the duties under the Employment Contract, the Employee is obliged to comply with the Institute's regulations related to copyright, neighbouring rights, industrial property rights, and confidentiality of information, including in particularthose contained in Ordinance of Director MEERI PAS no. 6/2015 of 20.04.2015.

### C. Wynagrodzenie/ Remuneration

1) Kwota wynagrodzenia Pracownika płatnego na podstawie umowy o pracę wynosi 4125 EUR miesięcznie. / The monthly remuneration of the Employee under the Employment Contract is of EUR 4125,

Wynagrodzenie to pomniejszone będzie o obowiązkowe składki na ubezpieczenie

publiczne pracodawcy i pracownika, wynikające z przepisów powszechnie obowiązujących. / This remuneration will be reduced by compulsory contributions for health and social insurance as well as deductions for income tax and other public liabilities of employer and employee, resulting from generally applicable legislation.

- 2) Miesięczne wynagrodzenie Pracownika, o którym mowa powyżej, płatne na podstawie umowy o pracę obejmuje: / The monthly remuneration of the Employee, referred to above, payable under the Employment Contract, shall comprise:
  - a) wynagrodzenie zasadnicze w kwocie 4125 EUR brutto / basie remuneration of EUR 4125 gross,
  - b) ryczałtowy dodatek rodzinny (family allowance) wypłacany ze środków premii uznaniowej w wysokości 300 EUR miesięcznie. / flat-rate family allowance, paid from the discretionary bonus of 300 EUR per month.

Dodatek ten pomniejszony będzie o obowiązkowe składki na ubezpieczenie zdrowotne i społeczne oraz zaliczki na podatek dochodowy i inne należności publiczne

pracodawcy i pracownika, wynikające z przepisów powszechnie obowiązujących / The allowance shall be reduced by compulsory health and social security contributions and deductions for income tax and other public liabilities of employer and employee, resulting from generally applicable legislation.

- W calym okresie trwania Umowy wynagrodzenie będzie wypłacane w PLN w terminie wskazanym w Regulaminie Pracy obowiązującym w Instytucie / Throughout the Employment Contract, including the period of Secondment, the remuneration shall be paid in PLN on the date specified in the Work Regulations in force at the Institute.
- Do wyliczenia wynagrodzeń stosowany będzie sztywny kurs wymiany euro tj. 1 EUR
   4,2914 PLN. / To calculate salaries, the fixed euro exchange rate will be used (i.e., 1 EUR equals 4,2914 PLN).

Jednocześnie, niezwłocznie po zamknięciu każdego okresu sprawozdawczego dla Pobytu Badawczego PASIFIC obejmujących okresy / Concurrently, immediately after closing each annual reporting period for the PASIFIC Fellowship that include periods:

- a) od 1.03.2020 r. do 28.02.2022 r./ from 1.03.2020 to 28.02.2022;
- b) od 1.03.2022 r. do 31.08.2023 r./ from 1.03.2022 to 31.08.2023;
- c) od 1.09.2023 r. 28.02.2025 r./ from 1.09.2023 to 28.02.2025.

kwoty wypłaconych wynagrodzeń będą powtórnie przeliczone po średnim dla danego okresu sprawozdawczego kursie euro (dla dewiz) ogłoszonym przez Europejski Bank Centralny na stronie:

https://www.ecb.europa.eu/stats/policy\_and\_exchange\_rates/euro\_reference\_exchange\_rates/html/eurofxref- graph-pln.en.html /the amounts of remunerations paid shall be recalculated at the average euro exchange rate for a given reporting period (for foreign currencies) as announced by the European Central Bank on the website: <a href="https://www.ecb.europa.eu/stats/policy\_and\_exchange\_rates/euro\_reference\_exchange\_rates/html/eurofxref-graph-pln.en.html">https://www.ecb.europa.eu/stats/policy\_and\_exchange\_rates/euro\_reference\_exchange\_rates/html/eurofxref-graph-pln.en.html</a>.

### D. Pozostałe regulacje / Other provisions

W ramach wynagrodzenia określonego w umowie o pracę Pracownik udzieli Instytutowi Gospodarki Surowcami Mineralnymi i Energią PAN zezwolenia na wielokrotne, nieograniczone czasowo jak również terytorialnie wykorzystanie swojego wizerunku, imienia, nazwiska, głosu zwanego dalej "Wizerunkiem", utrwalonego zdjeciach na oraz W filmach promocyjnych (materialach audiowizualnych) zrealizowanych podczas wykonywania Pobytu Badawczego na potrzeby związane m.in. z promocją, reklamą Projektu jak i Konkursu PASIFIC, jak również kontroli i/lub audytem Programu PASIFIC, w tym realizacji materiałów o charakterze reklamowym, promocyjnym zawierających wszelkie formy utrwaleń Wizerunku i /lub jego elementów. / As part of the remuneration set out in the Employment Contract, the Employee shall grant Mineral and Energy Economy Research Institute PAS permission for multiple, unlimited in time and territorially use of their image, name, surname, and voice (hereinafter referred to as "the Image"), recorded on photographs and promotional videos (audio-visual materials) made during the Fellowship for the purposes related to, among other things, promotion and advertisement of the Project and PASIFIC Programme, as well as control and/or audit

of the PASIFIC Programme, including the implementation of advertising and promotional materials that contain all forms of perpetuating an Image and/or its parts.

W ramach udzielonego zezwolenia Pracodawca powinien mieć prawo m.in. do 2) utrwalenia, zwielokrotnienia w każdej formie, wprowadzenia do obrotu materiałów zawierających Wizerunek i/lub jego elementy, ich użyczenia, najmu, publicznego wykonywania, wyświetlania, odtwarzania, publicznego udostępniania w taki sposób, aby każdy mógł mieć do niego dostęp w miejscu i czasie przez siebie wybranym, m.in. w Internecie, w tym na stronie www Pracodawcy, jego profilach społecznościowych, jak również prawo do udzielenia dalszych upoważnień podmiotom trzecim upoważnionym przez Pracodawcę, jak również na potrzeby swojej organizacji (m.in. prezentacji, odczytów, szkoleń etc.)/ Under the permission granted, the Employer shall have the right to, among other things, record, reproduce in any form, and place on the market materials containing the Image and/or its parts, lend, lease, public screen, display, play, make available to the public in such a manner that it is accessible to any individual in a place and at a time of their own choosing, amongst others online, including the Employer's website, their social media profiles, as well as the right to grant further authorisations to third parties authorised by the Employer, as well as for the purposes of their organisation (including presentations, lectures, training sessions, etc.).

Rozpowszechnianie Wizerunku może nastąpić, niezależnie od formy utrwalenia i wprowadzenia do obrotu, m.in. po opracowaniu przy zastosowaniu wszelkich technik plastycznych, graficznych, komputerowych, zmiany kolorystyki i nasycenia barw, skali i proporcji, w całości lub we fragmentach a także w połączeniu z innymi utworami, wizerunkami, materiałami / The dissemination of the Image may take place regardless of the form of its recording and placing on the market, e.g., after processing with the use of all artistic, graphic, and digital techniques, changes in colour and saturation, scale, and proportions, in its entirety or parts, as well as combined with

other works, images, and materials.

**EMPLOYER** 

**EMPLOYEE** 

Apitar & D.

DYREKTOR INSTYTUTU

Knyszkof Galos

Registrar Invertis University Bareilly



### Ústav stavebníctva a architektúry SAV, v. v. i.

Institute of Construction and Architecture SAS Dúbravská cesta 9, 845 03 Bratislava 45, Slovakia

Tel.: +421 2 54 77 35 48

### Dohoda o hosťovaní / Hosting Agreement

Prijímajúca organizácia / Host organisation

Názov / Name: Ústav stavebníctva a architektúry SAV, v. v. i. / Institute of Construction and Architecture, SAS

Sídlo / Registered office: Dúbravská cesta 9, 845 03 Bratislava, Slovensko IČO / Company Registration Number: 00166596

Zastúpená štatutárnym zástupcom / Represented by the statutory representative: prof. Dr. Ing. Martin Tchingnabé Palou, riaditeľ / Director

Osobou určenou na rokovanie (zodpovedný riešiteľ projektu výskumu a vývoja) / person designated for deliberations (responsible principal investigator of the research and development project): prof. Dr. Ing. Palou Martin Tchingnabé, riaditeľ / Director (ďalej len "prijímajúca organizácia"/ hereinafter referred to as the "host organisation")

### a / and

cudzinec (osoba, ktorá nie je občanom členského štátu EÚ a nie je ani vyslaná výskumnou organizáciou iného členského štátu EÚ) / third-country researcher (person that is neither a citizen of a Member State of the European Usion, nor seconded by a research organisation of another EU Member State)

Meno a priezvisko / Name and surname: Eng. Ajitanshu Vedrtnam, PhD.

Trvalé bydlisko / Permanent residence: 385, Moh. Shahbazpur, Thana Kotwali, Budaun, Uttar Pradesh, India – 243601

Štátna príslušnosť / Nationality: Indická / Indian

Číslo identifikačného dokladu – pasu / Identification document number – passport: S4807181

(d'alej len "cudzine" / hereinafter referred to as the "third-country researcher")

uzatvárajú podľa § 26h zákona č. 172/2005 Z. z. o organizácii štátně podpory výskumu a vývoja a o doplnení zákona š. 575/2001 Z. z. o organizácii činnosti vlády porganizácii ústrednej štátnej správy v zmení neskorších predpisov v znení zákona č. 233 2008 Z. z. a v znení zákona

conclude, pursuant to § 26b of the Act No. 172/2005 Coll. on the organisation of state support of research and development and supplementation of Act 575/2001 Coll. on the organisation of activities of the government and of central state administration organisations, as amended by later legislation, as

č. 40/2011 Z. z. (ďalej len "zákon č. 172/2005 Z. z. v znení neskorších predpisov") túto dohodu o hosťovaní:

amended by Act No. 233/2008 Coll., and as amended by Act No. 40/2011 Coll. (hereinafter referred to as the "Act No. 172/2005 Coll., as amended "), this hosting agreement:

### Článok I

- 1) Prijímajúca organizácia má platné povolenie prijímať cudzincov na vykonávanie činnosti vo výskume a vývoji číslo 2019/10215:1-A1220 zo dňa 11. 4. 2019.
- 2) Cudzinec spĺňa požiadavky podľa § 26b ods. 2 zákona č. 172/2005 Z. z. v znení neskorších predpisov. Deklaruje ich kópiou dokladu o jeho odbornej kvalifikácii, ktorá tvorí prílohu č. 1 tejto dohody (overená kópia dokladu o odbornej kvalifikácii je prílohou rovnopisu dohody, ktorý prevezme prijímajúca organizácia).
- 3) Cudzinec bude v prijímajúcej organizácii v období od 1. 7. 2022 do 30. 6. 2025, resp. od obdržania povolenia na pobyt cudzinca a následne jeho príchodu na Slovensko, vykonávať výskum a vývoj v rámci projektov Ústav stavebníctva a architektúry SAV, v. v. i.

### Article I

- 1) The host organisation has a valid permit to receive third-country researchers for the purpose of carrying out activities in research and development number 2019/10215:1-A1220 dated 11. 04. 2019
- 2) The third-country researcher complies with the requirements pursuant to § 26b paragraph 2 of the Act No. 172/2005 Coll., as amended, which he declares with copy of the document of his professional qualification that constitute Annex 1 to this agreement (authenticated copy of the document of professional qualification constitutes Annex 1 of the copy of the agreement that is going to be received by the host organisation).
- 3) The third-country researcher shall in the period from July 1st, 2022 to June 30th,2025 resp. since obtaining the foreigner's residence permit and his subsequent arrival in Slovakia, carry out research and development in the host organisation within projects of Institute of Construction and Architecture SAS.

### Článok II

- 1) Prijímajúca organizácia sa na riešenie projektu výskumu a vývoja uvedeného v Článok l ods. 3 zaväzuje uzatvoriť s cudzincom pracovnoprávny vzťah za podmienok uvedených v Článok III.
- 2) Cudzinec sa zaväzuje osobne vykonávať práce na úlohách výskumu a vývoja na pracovisku prijímajúcej organizácie podľa pokynov zodpovedného riešiteľa projektu výskumu a vývoja.

### Article II

- 1) The host organisation undertakes to conclude an employment relationship with the third-country researcher for the solution of the research and development project, set out in Article I paragraph 3, under the conditions set out in Article III.
- 2) The third-country researcher undertakes to carry out tasks on the research and development project personally, in the workplace of the host organisation, according to the instructions of the responsible research and development principal investigator.

### Článok III

Prijímajúca organizácia zodpovedá za náklady súvisiace s jeho vyhostením, ak sa preukáže, že sa na území Slovenskej republiky zdržuje nelegálne.

### Article III

1) The host organisation shall be responsible for any further potential costs incurred in connection with his expulsion, if it is demonstrated that he is residing in the Slovak Republic illegally.

- 2) Prijímajúca organizácia uzatvorí s cudzincom pracovný pomer na dobu určitú podľa Článok I ods. 3 v pracovnom zaradení vedecký pracovník a zaväzuje sa mu zabezpečiť dostatočné mesačné finančné prostriedky na pokrytie nákladov spojených s jeho prechodným pobytom najmenej vo výške minimálnej mzdy. Prijímajúca organizácia sa zaväzuje mu poskytnúť hrubú mzdu vo výške 3 207 €.
- 3) Prijímajúca organizácia sa zaväzuje cudzincovi počas jeho pobytu uhrádzať zdravotné poistenie.
- 4) Cudzinec bude vykonávať výskumnú činnosť na pracovisku prijímajúcej organizácie, Ústav stavebníctva a architektúry SAV, v. v. i za pracovných podmienok ustanovených Zákonníkom práce a ostatnými pracovnoprávnymi predpismi prijímajúcej organizácie platných pre ostatných výskumných pracovníkov na tomto pracovisku v rovnakom pracovnom zaradení.
- 5) Cudzinec bude oboznámený so svojimi právami a povinnosťami pred začatím jeho hosťovania, s pracovnými podmienkami, organizačným poriadkom a predpismi na zabezpečenie bezpečnosti a ochrany zdravia pri práci a protipožiarnymi predpismi.

- 2) The host organisation concludes with the third-country researcher a fixed-term employment relationship according Article I paragraph 3 in the job position of *researcher* and undertakes to ensure for him sufficient monthly financial resources to cover the costs associated with his temporary residence at least at the level of the minimum wage. Host organisation undertakes to provide him with gross wages amounting to 3 207 €.
- 3) The host organisation undertakes to pay the thirdcountry researcher's medical insurance during his stay.
- 4) The third-country researcher shall carry out the research activity in the workplace of the host organisation, Institute of Construction and Architecture SAS under the working conditions stipulated by the Labour Code and other employment regulations of the host organisation applicable to the other employees in the same workplace and in the same job position.
- 5) The third-country researcher shall be informed of his rights and obligations before commencing hosting, of the working conditions, the Organisation Guidelines and the regulations for safety and health protection at work and the fire regulations.

### Článok IV

- 1) Cudzinec sa zaväzuje:
- a) uzatvoriť cestovné a zdravotné poistenie odo dňa vstupu na územie Slovenskej republiky dobu pobytu do doby, kým sa nebude na neho vzťahovať poistenie podľa písm. b),
- b) uzatvoriť zmluvu o zdravotnom poistení podľa zákona č. 580/2004 Z. z. o zdravotnom poistení a o zmene a doplnení zákona č. 95/2002 Z. z. o poisťovníctve a o zmene a doplnení niektorých zákonov v znení neskorších predpisov v súlade s lehotami stanovenými zákonom č. 404/2011 Z. z. o pobyte cudzincov a o zmene a doplnení niektorých zákonov a predložiť ju policajnému orgánu, ktorý vydal povolenie k pobytu zároveň s potvrdením, že netrpí chorobou, ktorá

### Article IV

- 1) The third-country researcher undertakes to:
- a) take up a travel and health insurance for the duration of his stay from the date of entry into the territory of the Slovak Republic for the period of stay until it is covered by the insurance under letter b),
- b) conclude a health insurance contract pursuant to the Act No. 580/2004 Coll. On Health Insurance and on amending and supplementing the Act No. 95/2002 Coll. on Insurance and amendment and supplementation of certain acts, as amended and in compliance with periods set out in the Act No. 404/2011 Coll. on Residence of Foreigners and amendment and supplementation of certain acts, and submit it to the police authority granting residence permit together with a certificate to the effect that he does not suffer from disease posing

ohrozuje verejné zdravie,

- c) uhrádzať náklady na pobyt zo mzdy alebo odmeny, ktorú dostane podľa Článok III ods. 2,
- d) bezprostredne po ukončení hosťovania ukončiť pobyt v Slovenskej republike a uhradiť náklady na vycestovanie späť do krajiny svojho trvalého pobytu,
- e) uhradiť náklady spojené s možným administratívnym vyhostením z vlastných prostriedkov.
- 2) Prijímajúca organizácia uhradí náklady na pobyt a náklady spojené s administratívnym vyhostením cudzinca jedine v prípade, ak ich nebude možné uhradiť podľa ods. 1 písm. c) až e) a ak vzniknú do 6 mesiacov od skončenia platnosti dohody o hosťovaní.

threat to public health,

- c) cover the costs of the stay from the wages or remuneration that will be received pursuant to Article III paragraph 2,
- d) immediately upon completion of hosting, terminate the stay in the Slovak Republic and cover the cost of travel back to the country of his permanent residence,
- e) cover the cost incurred in a potential administrative expulsion, from his own resources.
- 2) The host organisation shall cover the costs of the stay and the costs incurred in an administrative expulsion of the third-country researcher only in the case they cannot be covered pursuant to paragraph 1 sub-paragraphs c) to e), and where they have been incurred within 6 months of the termination of validity of the hosting agreement.

### Článok V

Táte dohoda zaniká:

- a) uplynutím doby, na ktorú bola uzavretá podľa Článok I ods. 3.
- b) neudelením povolenia cudzincovi na prechodný pobyt,
- c) skončením pracovnoprávneho vzťahu podľa Článok III ods. 2,
- d) odňatím cudzincovi povolenia na prechodný pobyt,
- e) odňatím povolenia prijímajúcej organizácii prijímať cudzincov,
- f) vzájomnou dohodou prijímajúcej organizácie a cudzinca.

### Article V

This agreement shall terminate:

- a) upon expiry of the period for which it has been concluded pursuant to Article I paragraph 3,
- b) through non-granting of temporary residence permit to the third-country researcher,
- c) upon termination of the employment relationship, pursuant to Article III paragraph 2,
- d) through withdrawal of temporary residence permit from an third-country researcher,
- e) through withdrawal of the permit to receive thirdcountry researcher from the host organisation,
- f) by mutual agreement between the host organisation and the foreigner.

### Článok VI

1) Táto dohoda je vyhotovená v troch rovnopisoch s tým, že texty oboch jazykových verzií sú právne rovnocenné. V prípade nejasností, resp. rozporného výkladu ustanovení tejto dohody v slovenskom jazyku a znenia v anglickom jazyku, sa vzťahy spravujú verziou dohody vyhotovenou v slovenskom

### Article VI

1) This agreement is done in three copies, with texts of both language versions being legally equivalent. In case of uncertainty or conflicting interpretation of the provisions of this agreement in the Slovak language and its English version, the relations shall be governed by the agreement version done in the Slovak language.

jazyku.

- 2) Všetky zmeny a doplnky k tejto dohode musia mať písomnú formu a ich platnosť je podmienená súhlasom oboch strán.
- 3) Táto dohoda nadobúda platnosť dňom podpisu.
- 4) Prijímajúca organizácia a cudzinec sa oboznámili s obsahom dohody a na znak súhlasu ju bez výhrad podpisujú. Jeden rovnopis je určený pre cudzinca. Jeden rovnopis je určený pre policajný orgán rozhodujúci o udelení povolenia na pobyt. Rovnopis, ktorého prílohou je overená kópia dokladu o odbornej kvalifikácii, je určený pre prijímajúcu organizáciu. Cudzinec prevezme rovnopisy určené pre neho a pre policajný orgán rozhodujúci o udelení povolenia na pobyt cudzinca. Prijímajúca organizácia prevezme rovnopis pre ňu určený.
- 2) All changes and supplements to the agreement must be done in writing and their validity shall be conditional upon the consent of both contracting parties.
- 3) This agreement shall come into force on the day of its signing.
- 4) The host organisation and the third-country researcher have acquainted themselves with the content of this agreement and in witness thereof are signing it without reservations. One copy of the agreement is intended for the researcher. One copy of the agreement is intended for the police authority granting the residence permit of the third-country researcher. The copy of agreement which contains the authenticated copy of document of professional qualification is intended for the host organisation. Third-country researcher shall receive the copy intended for him and the copy intended for police authority. Host organisation shall receive the copy intended for it.

V Bratislave / in Bratislava

dňa / date: 3. 5. 2022

All all Gratislavi

prof. Dr. Ing. Martin Tchingnabé Palou

štatutárny zástupca prijímajúcej organizácie / statutory representative of the host organisation

Miesto / Place ... India

dňa /date .3.5.2022

Eng. Ajitanshu Vedrtnam, PhD.

cudzinec / third-country researcher

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Presented to

# r: Ajitarshu Podrtmon

For

Post-doctoral Fellowship 2021-2022 From Berkeley Education Alliance for Research in

Singapore (BEARS)

We wish all the success in his Future

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Santons

Mr. Santosh Kumar (Registrar, Invertis University)

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Maria 2021-2022 From Mineral and Energy Economy Research Institute Sk Bodowska-Curie Polish Academy of Sciences, Poland Actions (COFUND) fellowship

We wish all the success in his Future

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Prof. YDS Arya

(Vice Chanceller, Invertis University)

Mr. Santosh Kumar (Registrar, Invertis University)

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(Vice Chanceller, Invertis University)

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Mr. Santosh Kumar (Registrar, Invertis University)

Registration Warshy