Guidelines & Standard Operating Procedure (SOP) for the Recruitment



TIH FOUNDATION FOR IOT & IOE

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Guidelines & SOP for the Recruitment

Doc Class: General

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Revision History

Rev.	Name	Date	Changes
1.0	Guidelines and SOP for Recruitment	5 Jan 2021	1st Draft prepared by TIH IoT
2.0	Guidelines and SOP for Recruitment	23 Aug 2021	2nd Draft prepared by TIH IoT
2.1	Guidelines and SOP for Recruitment	06 July 2022	Modification in composition of Selection Committee and Advertisement methods.
3.0	Guidelines and SOP for Recruitment		Modification in Organization Structure, Job profiles, eligibility criteria and Salary structure

Document Number

Document No.	TIH/2021/RG/01
Date	23/08/2021

Document Properties

Document Classification	General
Issued to	Whom so ever is involved in recruitment
Issued by	TIH for IoT and IoE - IIT Bombay





1. Introduction

The present document provides the detailed guidelines and rules of the procedure for Recruitment at TIH Foundation for IoT and IoE (TIH-IoT).

The recruitment and selection guidelines of TIH-IoT describes the process for attracting and selecting the candidates for different roles/positions at TIH-IoT. This recruitment guidelines document defines and describes the way TIH-IoT recruits new employees and fills open positions. This company document will be used for implementing and managing effective hiring process. This document details out the eligibility criteria and qualifications required with the salary structure of both administrative and technical positions that have been envisioned for TIH-IoT. A broad key functionality has been described of each position so that employees/authorities hiring have an idea on what skills to look for in respective candidates.

2. Scope

These recruitment and selection guidelines will be used by the authorities involved in hiring for TIH-IoT. The scope of hiring includes all existing and future job profiles/positions.

3. Recruitment Methods:

For One Year Full Time Contractual Positions

Following procedure is adopted for appointment to various positions:

- CEO/COO and CTO Initiated by PiC of TIH-IoT; Selection committee and procedure shall be decided by the Board of Directors.
- Other Administrative staff Initiated by CEO/COO*; Formation of Selection Committee with the approval of CEO/COO, TIH-IoT, based on the following guidelines
 - The Selection Committee should comprise of 3-5 members including the Convener. Convener will be from TIH Executive Committee. This committee should have at least one member each from the below two groups and majority of members should be from Group 2





- Group 1: TIH Executive Committee or their nominee within the organization
- Group 2: Expert Council (EC) other than TIH Executive Committee or experts in the relevant area, nominated by TIH Executive Committee
- Other technical staff from a technical group Initiated by CTO*; Formation of Selection Committee with the approval of CTO, based on the following guidelines
 - The Selection Committee should comprise of 3-5 members including the Convener. Convener will be from TIH Executive Committee. This committee should have at least one member each from the below groups and majority of members should be from Group 2:
 - Group 1: TIH Executive Committee or their nominee within the organization
 - Group 2: Expert Council (EC) other than TIH Executive Committee or experts in the relevant area, nominated by TIH Executive Committee

It is also proposed to pay honorarium to the Selection Committee members from Group 2 for their services and time.

For 89 days full time contractual positions which may not be through advertisements

- Initiated with the approval of CEO/COO, CTO
- Screening of the resumes/CVs is done by the TIH-IoT admin team based on the requirement of the organization.
- Evaluation and selection of suitable candidate by a 3-member committee comprising PiC, CEO/COO & CTO or their respective nominees.

* Till the CEO/COO* and CTO* take up the responsibilities or if their offices are vacant, the corresponding authorities are given (jointly) to the recruitment committee members, Prof. Maryam Shojaei and Prof. Gaurav Kasbekar.





4. Procedure for one-year full time contractual positions

Methods of advertisements:

a) Advertisements are floated on TIH website and social media platforms (currently Facebook and LinkedIn pages of TIH). The vacant posts are notified through email over IITB faculty and staff notices as well.

Selection Process

Step 1: Screening of the resumes/CVs is done by the TIH-IoT admin/HR team to check the eligibility criteria as per the Job description given in the advertisement.

<u>Step 2:</u> Assessment of suitability of the screened applicants through submission of required presentation/document or written test or any other suitable method for assessment. The assessment will be carried out by the TIH-IoT HR/admin team under the guidance of the CEO/COO (for administrative roles) and CTO (for technical roles). Based on the assessment at this step, candidates will be shortlisted for the final interview with Selection Committee.

<u>Step 3:</u> Final screening level will be the interaction of the short-listed candidates with selection committee. The selection committee will recommend the candidates to be selected against the advertised positions and will also identify candidates to be on wait-list, if found suitable. The selection committee may also recommend candidates for other positions that is advertised or required by TIH-IoT. In such case, the final decision of appointment will be taken by CEO/COO in consultation with the PiC of TIH-IoT.

5. Guidelines for profiles of various posts and corresponding salary bands from NM-ICPS Project.

Various roles in TIH-IoT will be categorized under two major groups namely Administrative and Technical. All positions are full time and are on contractual basis. The organization structure and salary structure has been added as Annexure 1 and Annexure 2 respectively. For each role, job profile, designation, essential qualification and salary band have been





listed in subsequent sections. Guidelines for change in any of these parameters will be as follows:

- Job profile and designation can be modified as per the organizational needs, with the approval of CEO/COO. TIH-IoT may modify the essential requirements by equivalence but would adhere to the listed essential requirements.
- Salary-band and minimum eligibility requirements can be modified with the appropriate approvals of the Board of Directors.
- Projected salaries may be revised (to arrive at an increment or otherwise) depending on performance of each employee, as per the organizational policies approved by Board of Directors (BoD).

The administrative team will comprise of the following:

- i. Chief Executive officer (CEO) will be the highest-ranking executive in the company, whose primary responsibilities will include making major corporate decisions, managing overall operations and resources of the company, acting as the main point of communication between the board of directors (the board) and corporate operations, acting as secretary member of Hub governing body and convener of various administrative committees.
- ii. Chief Technology Officer (CTO) will make all the executive decisions with regards to technological interests of the company. CTO will be responsible for outlining the company's technological vision, implementing technology strategies, and ensuring that the technological resources are aligned with the company's business needs and convener of various technical committees.
- iii. Business Operations Team:
 - Business operation team will comprise of a Senior Manager (Head) and Program Managers and Associate Program Managers and will be mainly responsible for end to end Program Management of all the programs. The responsibility will include: Preparation of SOPs & CFP, Program Launch, Outreach, Proposal Screening & Review process, Document Collection and verification, Project budgeting, Sanction letters, Co-ordination with grantees and institutes, Fund disbursal, project monitoring,

Financial reporting, project closure, IP management, Knowledge management





(including maintenance of company repository), target reporting from project outcomes, etc.

iv. Business Development, Alliances and Marketing Team:

The team will comprise of a Senior Manager (Head), Managers and Executive and will be responsible for generating revenues, bringing new projects, managing alliances and partnership with industry, academia and govt organizations, maintaining Expert Council database, managing CSR Funding & Donations, Internal and External Communications, content creation, preparing marketing collaterals, etc.

v. Internal Operations Team:

The team will comprise of a Senior Manager (Head), Managers, Assistant Managers, Senior Executives and Executives and will be responsible for managing the belowmentioned support functions of the organization:

HR - Recruitment to Exit processes, employee welfare

Admin - Day to day Office administration, Facility Management, Purchase, Vendor Management, Travel, Office Infrastructure

IT - System Admin, Managing hardware software assets of organization, Website maintenance, Co-ordination with vendor for supporting Office systems and applications

Accounts - Maintaining accounts, payments, taxation, financial and statutory compliances, Audit etc.

Finance- Financial Reporting and Analysis, Cashflows, Budget & Investments





Norms for Designations, essential qualification, emolument and experience (Administrative staff):

Positions	No. of Positions	Minimum Eligibility	Salary Bands*
CEO	1	This is a leadership position involving effective management of a team with initiative and independence to achieve desired result. B.Tech/B.E. in any branch of engineering and MBA/PGDM with 15 years of experience in the engineering/ technology sector. Applicant should have sufficient experience in managing large activities/centers/projects at higher or middle level managerial/ scientific positions	SB -14
СТО	1	This is a leadership position involving effective management of a technical team responsible for the accomplishment of various goals such as industry relations, training, courses, organizing event, workshops etc. by each technical team. Master's degree or equivalent in any branch of engineering and preferably Ph.D. with research experience in multi-disciplinary areas and 12 years of experience in the engineering/ technology sector.	SB - 14
Senior Manager	3	Master's degree or equivalent in the appropriate discipline with 7 years of relevant experience OR Bachelor's degree in the appropriate discipline with 9 years of relevant experience	SB -11





Manager	5	Master's degree or equivalent in the appropriate discipline with 4 years of relevant experience OR Bachelor's degree in the appropriate discipline with 6 years of relevant experience	SB -8
Sr. Executive & Assistant Manager	5	Master's degree or equivalent in the appropriate discipline with 2 years' experience OR Bachelor's degree in the appropriate discipline with 4 yrs of relevant experience	SB -6
Executive	3	Master's degree or equivalent in the appropriate discipline OR Bachelor's degree in the appropriate discipline with 2 years of relevant experience	SB -4

^{*}As per Annexure 2

The technical team will comprise of the following:

The technical team will comprise of 5 groups: Electronics Systems, Robotics Systems, Software Systems, Networking Systems and New Product Development. The Electronics Systems group will have subject matter experts from Sensors and Electronics System design, Robotics Systems group will have subject matter experts from Control and Estimation (C&E) and Integration and Assembly (I&A) area, Software Systems group will have subject matter experts from Al/ML and Networking Systems group will have subject matter experts from Communication and Security areas. The New Product Development will focus on the conceptualization of new product ideas.

The salary expenses projected for each technical team member is as follows (the projected salaries may be revised depending on the norms communicated by the authorized departments)





Norms for Designations, essential qualification, emolument and experience (Technical staff):

Positions	No. of Positions	Minimum Eligibility	Salary Bands*
Engineering Manager	4	Ph.D. in the relevant theme with 2 years of work experience (preferably in industry) OR MTech with 6 years of relevant experience (preferably in industry)	SB -12
Principal Engineer	7	Ph.D. in the relevant theme OR MTech with 4 years of work experience OR BE/BTech with 6 years' experience	SB -10
Sr. Engineer	12	ME/MTech OR BE/BTech with 2 years of relevant experience (preferably in industry)	SB -6
Engineer	12	BE/BTech in relevant discipline	SB -4
Technician	10	Diploma with the required skills depending on the project/activity with 2-year experience.	SB -1

^{*}As per Annexure 2

Domain of qualifying degree and nature of experience will be based upon the nature/requirement of the project, consistent with the project domain or as per the proposal/sanction letter, if stated explicitly. A minimum of 55% marks of its equivalent grade in the qualifying degree will be required.





6. Sample of the Offer letter (89 days contract)

Document No. TIH@IITB/2021/HR/----Date:
Name>

Dear < Name>

<Address>

We have pleasure in appointing you as <Position> with a consolidated salary of Rs. <amount>(only) per month in accordance with TIH Foundation for IoT and IoE rules that are in force and as may be modified from time to time.

Your date of contractual and full-time appointment is from <date> and for 89 days with the notice period of 24 hours from either party. Your appointment will be subject to the terms, conditions, and policies of the organization in effect from time to time. Some of the key terms are set out in Annexure I.

You will report to the undersigned and requested to report at the following location -

TIH Foundation for IoT and IoE

3rd Floor, IITB-Monash Research Academy Building

IIT Bombay

Powai, Mumbai – 400076

Please sign and return the duplicate of this letter to TIH-IoT HR/Admin at admin.tih-group@tihiitb.org token of acceptance of the appointment, on the terms and conditions mentioned above as well as in the Annexure.

We look forward to working together with you in TIH Foundation for IoT and IoE.

Yours faithfully,

TIH Foundation for IoT and IoE





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CEO/COO

I have read and understood the above terms and conditions and accept the same. I shall join on date <xxxxx>

Signature:

ANNEXURE I

Date: _____

Terms and Conditions of Appointment attached to Document No.: TIH@IITB/2021/HR/....

Dated:

Name of Candidate: <Name>

1. Remuneration

The agreed remuneration shall be paid to you through a transfer of funds to your bank account which you will need to open. The remuneration shall be paid monthly basis and net of any withholding taxes and other deductions (whether in respect of set-off, counterclaim, duties, taxes including service tax if applicable, charges, levies or otherwise). The Company shall provide you with a certificate of tax deduction at source in respect of all amounts deducted from amounts payable to you.

It is agreed and understood that the remuneration payable by the Company to you shall constitute as full and adequate compensation for all the employment and other services rendered by you to the Company. You shall not be automatically entitled to receive from the Company or its affiliates, any additional payments, commissions, bonuses or compensation for employment and other services rendered to the Company. Payment if any of the above nature will be solely at Company's discretion.

The Company shall be entitled to deduct from the remuneration or compensation or any other amounts payable to you as per this appointment letter any and all amounts as may be owed by you to the Company, including deductions due to unauthorized leave, leave without pay, recovery of advances and loans.

2.Travel allowances

The employees undertaking travel on official business are entitled to certain travel allowances depending on their level as per the current Company policy.

3.Service subject to rules

Your services will be governed only by the Company's policies, rules and regulations in force for the time being and from time to time. You agree to comply with all the Company policies, rules, and procedures as may be applicable to the employees of the Company from time to time.





	During the period of your employment with the Company, you shall not engage in any other profession, employment, occupation, consultancy or other business and shall endeavour your best to promote the Company's interests.
4. Transfer	Your services may be transferable to any of the Company's establishments, divisions situated in any part of India. On your transfer, you will be governed by the Company's policies, rules and regulations applicable to the establishment in which you are posted.
5. Termination	You agree that, at the time you leave the employment of the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its affiliates, successors or assigns. You shall have no right of retention of the assets, records, data, notes, reports, property and/or documents of the Company.
6. Notification to new employer	Upon termination of your employment with the Company for any reason whatsoever, you hereby grant consent to notification by the Company to any subsequent employer(s) your rights and obligations under this appointment letter.
7.Certificates and Testimonials	Certified copies of your certificates and testimonials, including the proof of your age, together with originals, may please be submitted for verification, to the Human Resources Department.
8.Weekly Working	Your working hours will be 9:30 am to 6:00 pm and working days will be five days a week as per the current Company policy
	[The Company shall not be required to pay any additional compensation, other than that provided by the Company's regulations in this regard, to you for employment services performed outside working hours or on any public holidays]
9. Leave	You will be entitled to leave benefits in accordance with the leave rules of the Company. The facilities, amenities and leave granted to employees in excess of the statutory requirements do not form part of the conditions of service and are subject to change at the discretion of the Management.
10.Public Holidays	The Public Holidays observed by the Company will be in accordance with the list that is approved by the management of IIT Bombay.
11. Confidentiality	You shall, at all times, maintain complete secrecy about the Company's business affairs, inventions, special techniques, secret processes and the like which may come to your knowledge during the period of your employment including but not limited to all analyses, forecasts, reports, studies, agreements and other documents whether prepared by you or a third party.





You shall keep and render a faithful account of all properties of the Company entrusted to you in the course of your employment with the Company.

During the period of your employment, you shall not, without the written authority of the Company, publish any written articles or deliver any talk on any subject related to your profession or participate as a member of any organization connected with your profession.

During the period of your employment, you shall not make any public statement, or author any book, report or writing, in relation to the business or affairs of the Company.

All proprietary information regarding the Company and/or its affiliates will be regarded and preserved as confidential at all times and you shall refrain from publishing or disclosing any part of it for his / her own benefit or for the benefit of others, in any way by any means whatsoever, unless expressly permitted in writing by the Company.

12. Inventions

You hereby assign and agree to assign to the Company all of the intellectual property rights (including moral rights) in and to any products developed, inventions, written materials, electronic data and other materials and documents created in the course of your employment with the Company. You shall not retain any rights or interest in any property, materials, products, data or documents created in the course of your employment with the Company.

Both during and after the termination of your employment with the Company, you agree to execute without any compensation all such other deeds and documents and do all such acts as may be reasonably required by the Company for further and better protecting of the Company's rights to all and any property, materials, products, data or documents created by you in the course of your employment with the Company.

Both during and after the term of your employment with the Company, you agree not to publish, directly or indirectly, except with the prior written consent of the Company, any information in relation to any intellectual property, confidential information or trade secrets of the Company.

14.Non-Disparagement

At all times while dealing with the customers or prospective customers of the Company you shall represent yourself as an employee of the Company, and all agreements entered by you with them shall be for and on behalf of the Company.

You shall not make any professional communication or engage in any Professional conduct that is or can reasonably be construed as disparaging of the Company or their Officers, Directors, Employees, Agents, Shareholders Strategic business partners, products or services.





15. Remedies	In the event of a breach or a threatened breach, the Company shall in addition to any other remedies provided herein or otherwise available by law have the right and remedy to have covenants specifically enforced by any court having equity jurisdiction.
16. Agreement not to Solicit Employees	During the term of your employment and after termination of your employment with the Company, you will not directly or indirectly solicit, recruit, induce or persuade any of the employees of the Company or any of its affiliates to leave their employment or take away such employees, or attempt to solicit, induce, recruit, encourage to leave their employment or attempt to take away employees.

7. Sample of the Offer letter (1 year contract/full time)
Document No. TIH@IITB/2020/HR/ Date:
Ms./Mr
Name: Address:
Dear Ms/ Mr <name></name>
We have pleasure in appointing you aswith a consolidated salary/CTC/ emolument of of Rs. <amount> /- (only) per month in accordance with TIH Foundation for IoT and IoE rules that are in force and as may be modified from time to time.</amount>
Your key areas of responsibilities are as follows :
1
2
3

Your date of appointment is (date) and will be valid for a year.





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Your appointment will be subject to the terms, conditions, and policies of the Foundation in effect from time to time. Some of the key terms are set out in Annexure I.

You will report to the undersigned and requested to report at the following location -

TIH Foundation for IoT and IoE

3rd Floor, IITB-Monash Research Academy Building

IIT Bombay

Powai, Mumbai – 400076

Please sign and return the duplicate of this letter to___ TIH-IoT HR/Admin at admin.tih-group@tihiitb.org in token of acceptance of the appointment, on the terms and conditions mentioned above as well as in the Annexure. Also, please convey the date of joining, which should not be more than ------ months from the date of appointment.

We look forward to working together with you in TIH Foundation for IoT and IoE.

Yours faithfully,

TIH Foundation for IoT and IoE

(CEO/COO)

I have read and understood the above terms and conditions and accept the same. I shall join

on date

Signature:

Date:

ANNEXURE I





Terms and Conditions of Appointment attached to Document No. TIH@IITB/2020/HR/.....

Dated:

Name of Candidate:

1. Remuneration	The agreed remuneration shall be paid to you through a transfer of funds to your bank account which you will need to open. The remuneration shall be paid monthly basis and net of any withholding taxes and other deductions (whether in respect of set-off,
	counterclaim, duties, taxes including service tax if applicable, charges, levies or otherwise). The Company shall provide you with a certificate of tax deduction at source in respect of all amounts deducted from amounts payable to you.
	It is agreed and understood that the remuneration payable by the Company to you shall constitute as full and adequate compensation for all the employment and other services rendered by you to the Company. You shall not be automatically entitled to receive from the Company or its affiliates, any additional payments, commissions, bonuses or compensation for employment and other services rendered to the Company. Payment if any of the above nature will be solely at Company's discretion.
	The Company shall be entitled to deduct from the remuneration or compensation or any other amounts payable to you as per this appointment letter any and all amounts as may be owed by you to the Company, including deductions due to unauthorized leave, leave without pay, recovery of advances and loans.
2.Travel allowances	The employees undertaking travel on official business are entitled to certain travel allowances depending on their level as per the current Company policy.
3.Mobile allowance	Mobile usage charges shall be reimbursed depending on their level as per the current Company policy.
4.Service subject to rules	Your services will be governed only by the Company's policies, rules and regulations in force for the time being and from time to time. You agree to comply with all the Company policies, rules, and procedures as may be applicable to the employees of the Company from time to time.
	During the period of your employment with the Company, you shall not engage in any other profession, employment, occupation, consultancy or other business and shall endeavour your best to promote the Company's interests.





5. Transfer	Your services may be transferable to any of the Company's establishments, divisions situated in any part of India. On your transfer, you will be governed by the Company's policies, rules and regulations applicable to the establishment in which you are posted.
6.Annual Increment	The increments in your grade will not be automatic but will be subject to performance evaluation, regular attendance, and professional conduct.
7. Termination	Your employment can be terminated by you at any time, for any reason whatsoever or without assigning any reason, by providing a prior written notice. The written notice depends upon the number of years you have been associated with the Company. If you have rendered your services to the Company for less than 5 years, then a prior written notice of 30 days will be required. If you have rendered your services to the Company for more than 5 years and up to 10 years, then a prior written notice of 60 days will be required. If you have rendered your services to the Company for more than 10 years, then a prior written notice of 90 days will be required. The Company may terminate your employment with the Company at any time without providing any reason, by providing prior written notice depending upon the number of years you have given you services to the Company. If you have rendered your services to the Company for less than 5 years, then the Company will provide a prior written notice of 30 days or 30 days salary in lieu of the written notice. If you have rendered your services to the Company for more than 5 years and up to 10 years, then the Company will provide a prior written notice of 60 days or by providing 60 days salary in lieu of the written notice. If you have rendered your services to the Company for more than 10 years, then the Company will provide a prior written notice of 90 days or by providing 90 days salary in lieu of the written notice of 90 days or by providing 90 days salary in lieu of the written notice will be given to you. You agree that, at the time you leave the employment of the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or
	otherwise belonging to the Company, its affiliates, successors or assigns. You shall have no right of retention of the assets, records, data, property and/or documents of the Company.





8. Notification to new employer	Upon termination of your employment with the Company for any reason whatsoever, you hereby grant consent to notification by the Company to any subsequent employer(s) your rights and obligations under this appointment letter.
9.Certificates and Testimonials	Certified copies of your certificates and testimonials, including the proof of your age, together with originals, may please be submitted for verification, to the Human Resources Department.
10.Weekly Working	Your working hours will be 9:30 am to 6:00 pm and working days will be five days a week as per the current Company policy
	[The Company shall not be required to pay any additional compensation, other than that provided by the Company's regulations in this regard, to you for employment services performed outside working hours or on any public holidays]
11. Leave	You will be entitled to leave benefits in accordance with the leave rules of the Company. The facilities, amenities and leave granted to employees in excess of the statutory requirements do not form part of the conditions of service and are subject to change at the discretion of the Management.
12.Public Holidays	The Public Holidays observed by the Company will be in accordance with the list that is approved by the management of IIT Bombay.
13. Confidentiality	You shall, at all times, maintain complete secrecy about the Company's business affairs, inventions, special techniques, secret processes and the like which may come to your knowledge during the period of your employment including but not limited to all analyses, forecasts, reports, studies, agreements and other documents whether prepared by you or a third party.
	You shall keep and render a faithful account of all properties of the Company entrusted to you in the course of your employment with the Company.
	During the period of your employment, you shall not, without the written authority of the Company, publish any written articles or deliver any talk on any subject related to your profession or participate as a member of any organization connected with your profession.
	During the period of your employment, you shall not make any public statement, or author any book, report or writing, in relation to the business or affairs of the Company.
	All proprietary information regarding the Company and/or its affiliates will be regarded and preserved as confidential at all times and you shall refrain from publishing or disclosing any part of it for his / her own benefit or for the benefit of others, in any way by any means whatsoever, unless expressly permitted in writing by the Company.





14. Inventions

You hereby assign and agree to assign to the Company all of the intellectual property rights (including moral rights) in and to any products developed, inventions, written materials, electronic data and other materials and documents created in the course of your employment with the Company. You shall not retain any rights or interest in any property, materials, products, data or documents created in the course of your employment with the Company.

Both during and after the termination of your employment with the Company, you agree to execute without any compensation all such other deeds and documents and do all such acts as may be reasonably required by the Company for further and better protecting of the Company's rights to all and any property, materials, products, data or documents created by you in the course of your employment with the Company.

Both during and after the term of your employment with the Company, you agree not to publish, directly or indirectly, except with the prior written consent of the Company, any information in relation to any intellectual property, confidential information or trade secrets of the Company.

15. Data Protection

For the purposes of the data protection by signing of this letter, you consent to the Company and such other persons and entities designated by the Company collecting, holding and processing personal data relating to you whether provided to the Company or otherwise received by the Company for all purposes, including, but not limited to: administering and maintaining personnel records; paying and reviewing salary and other remuneration and benefits; providing and administering benefits; undertaking performance appraisals and reviews; maintaining sickness and other absence records; taking decisions as to your fitness for work; providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies for social security and other purposes; surveillance where criminal activity is suspected; monitoring e-mail/internet usage; transferring information about you to a country or territory outside India.

16.Non-Disparagement

At all times while dealing with the customers or prospective customers of the Company you shall represent yourself as an employee of the Company, and all agreements entered by you with them shall be for and on behalf of the Company.

You shall not make any professional communication or engage in any Professional conduct that is or can reasonably be construed as disparaging of the Company or their Officers, Directors, Employees, Agents, Shareholders Strategic business partners, products or services.





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15. Remedies	In the event of a breach or a threatened breach, the Company shall in addition to any other remedies provided herein or otherwise available by law have the right and remedy to have covenants specifically enforced by any court having equity jurisdiction.
16. Agreement not to Solicit Employees	During the term of your employment and after termination of your employment with the Company, you will not directly or indirectly solicit, recruit, induce or persuade any of the employees of the Company or any of its affiliates to leave their employment or take away such employees, or attempt to solicit, induce, recruit, encourage to leave their employment or attempt to take away employees.



