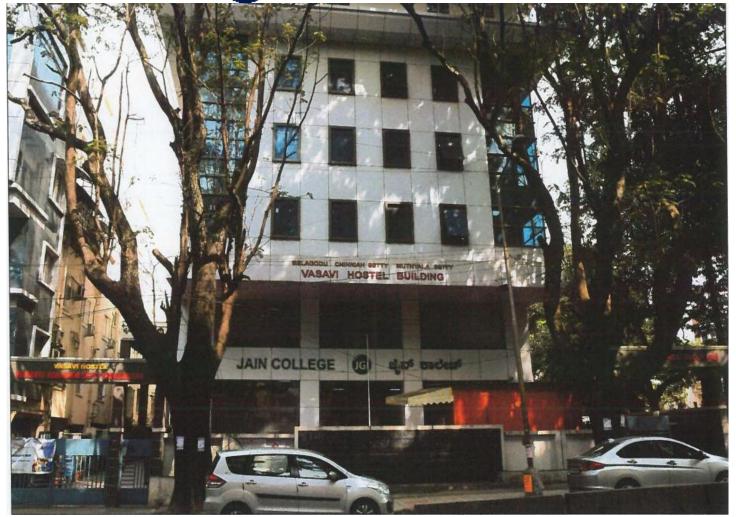
# **JGI JAIN GROUP**



## SUPPORTING DOCUMENT OF HR POLICIES FOR NAAC REQUIREMENT

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#### **SECTION 1: JAIN GROUP**

#### General

JAIN Group is an education provider and an entrepreneurship incubator in India. The Group successfully operates 65+ educational institutions with 75000 students and 10000 employees engaged at the K-12, undergraduate and postgraduate levels spread across 64 campuses pan India. A leader in the education sector and a pioneer in the venture sector, JAIN Group is in an unswerving quest to explore new possibilities and expand its horizon.

Founded as an educational institute in the early 1990s, JAIN Group revamped the prevalent methods of education and focused on innovation and entrepreneurship. It created ripples in the educational sector and enabled JAIN Group to establish itself as one of the leaders in the education sector

The organisation encompasses an enthusiastic team of business and financial experts who help in the development and growth of nascent enterprises. Several start-up enterprises have established their businesses through Jain's entrepreneurial vision. Moving forward, the JAIN Group will continue to innovate, evolve, and challenge the dynamic realms of education and entrepreneurship.

#### Vision

JAIN Group is committed to human development at all levels through education and entrepreneurship.

#### Mission

- To provide quality education from the elementary to tertiary levels thereby creating human assets
- To fuel economic growth, create systemic changes and sustainable improvements by developing newgeneration social entrepreneurs
- To create a globally networked community of leaders, technocrats, scientists, professionals, sportspersons and artists
- To foster an ethical environment founded on human values in which both spirit and skill thrivesto enrich the quality of life

## **JAIN Group Logo**



#### **SECTION 2: GOVERNANCE**

## **Governance, Management and Administrations**

- The JAIN Group is governed by the **Board of Management**, the highest statutory body. Its membership is as per UGC guidelines.
- The **Planning and Monitoring Board** meets periodically, reviews the progress madeon implementation of policies, and develops strategic plans for the Group.
- The Finance Committee monitors the flow of funds and approves the budget. The
  audited statement of accounts for the Group comes under the scrutiny of this
  committee.
- The Academic Council, the largest statutory body of the Group, is responsible for ensuring high quality standards of educational programs.
- Each Faculty has a Board of Studies whose members are domain experts from the industry and other renowned institutions and from within, giving directions for any changes required for the success of the academic programs.

## **Staff Pay Scales and Grades**

All regularly appointed teaching faculty are governed by the pay scales (pay band) approved by the management from time to time at par with UGC scale ofpay.

For all other staff members classified as non-teaching category (Administrative and Support Staff), they shall be governed by the scales of pay approved by the management on the basis of UGC / Karnataka Government scale of pay

## Condition of Service of Appointment at the Group

- The terms and conditions with regard to the qualifications/ experience/ and any other eligibility criteria will be as prescribed in the UGC/ AICTE any other regulation or Group stipulated requirements as the case may be.
- In addition to the above, the Principal may prescribe in consultation with the

concerned Head of Department such specification or other condition that should be satisfied for the post to be filled up.

- Ph.D. should be from a recognized University. Minimum qualifications as stipulated in the regulatory body UGC/AICTE shall be mandatory.
- If a class / division is not awarded, minimum PG percentage (55% w.r.t. UGC regulation and minimum 60% marks w.r.t. AICTE regulations) in aggregate shall be considered equivalent to specified Class/ Division. If a Grade Point System is adopted the CGPA will be converted into equivalent marks as below:

Grade Point	<b>Equivalent Percentage</b>
5.75	50%
6.25	55 %
6.75	60 %
7.25	65 %
7.75	70 %
8.25	75 %

#### **SECTION 3: EMPLOYEE STRUCTURE**

## **Employee Structure**

Employees of the Group shall comprise the following categories:

#### **Academic (Teaching) Staff**

Academic teaching staff are the staff who are engaged in teaching, research and outreach activities to the community in line with the mission of the Group. They shall include the following:

- Professor:
- Associate Professor;
- Assistant Professor;
- Teaching Assistant and Tutors;

## Academic (Non-teaching) Staff

- These staff are usually staff engaged in support roles for academic teaching andresearch operations. They shall include the following:
- Group Administration
- Operations
- Facilities
- Finance
- Allied department staff Learning Resource Centre, Sports, NSS/NCC, YOGA & Meditation
- Office Administrative Staff
- Lab Technicians

Support Staff

#### **Administrative & Technical Staff**

These staff are usually engaged in administrative, training, consultancy and other functions of the Group.

#### **Post**

Jobs at the Group are classified on the basis of the nature of work performed. Posts are of two types: Vacation Posts and Non Vacation Posts.

- **a. Vacation Post** is a job classification in which an employee gets time off during a period of 12 months commencing from the beginning of the academic year. All Regular teachingstaff are classified under this category. The teacher shall be expected to undertake such work in the Group during vacation, relevant to his duties as a teacher, as may be assigned to him by the Sanctioning Authority.
- **b. Non Vacation Post** is a job classification in which an employee does not get time off during a period of the year when the is closed. All regular administrative, library, sports and support staffand any other staff appointed under Limited Term are classified under non-vacation post.

#### **SECTION 4: HIRING PROCESS**

#### **Vacancies**

Posts shall be deemed to be vacant as a result of the following:

- End of contract of an employee with JAIN Group
- Retirement/ Superannuation of an employee;
- Resignation by an employee;
- Dismissal of an employee by the Group;
- Death of an employee;
- Restructuring/establishment of College/Faculty/ Department;
- Rejection of appointment offered by JGI Group to a candidate; and
- Any other causes, and/or reasons not listed above which creates a vacancy.

#### **Notification of Vacancies**

The Principal shall immediately notify the Director of the Human Resources regarding the existing vacancies or positions expected to fall vacant within the next three (3) months on a regular basis.

## **Methods of Filling Vacancies**

Vacancies may be filled through any one of the following methods:

#### **Promotions**

Where a Principal is satisfied that there is an employee who is competent to fill a vacant post, the concerned Principal shall recommend that the vacancy be filled, by promotion, within the department.

**Provided that** no one who is still serving a probationary period shall be considered for promotion.

#### **Advertising**

Where the concerned Principal is satisfied that there is no qualified candidate from within the department/unit to fill the vacancy, they shall recommend that the vacancy be advertised. The advertisement may be made within the Group or externally if it is believed that the position cannot be filled up from candidates within the Group. The Office of Human Resources shall release advertisement for recruitment for Teaching/ Non - teaching posts in leading newspapers or other media giving applicants at least 7 days' time from the date of publication of the advertisement. The advertisements shall also be uploaded onto the JAIN Group Official Website <a href="www.jgi.ac.in">www.jgi.ac.in</a>. The job advertisements shall contain sufficient details about the positions advertised, the type of person required and other relevant information.

#### **Secondment**

The Group may receive or send staff on secondment by authority of the Chairman/Principal under stipulated terms and conditions.

## **Re-appointment**

Considering the employee's satisfactory performance during their earlier roles, she/he may be re-appointed on regular, contractual or temporary terms.

## Other appropriate methods

Notwithstanding above provision, the Group may hire eminently suitable candidates through other appropriate methods as approved by the Chairman/Director – Human Resources from time to time.

## **Application**

All persons seeking employment with the Group shall do so through a written application addressed to the Chairman/Principal in the published format.

## **Processing Applications and Short Listing**

- Applications for Teaching / Non teaching positions shall be received and scrutinized by the Office of Human Resources in consultation with the Head/Director/Principal as per the minimum requirement criteria set by the Group.
- Short listing of applicants shall be the responsibility of the Office of Human Resources. The Office of Human Resources shall co-ordinate the exercise in close consultation with the concerned Faculty/ Department as the case may be.
- The short-listing shall always be guided by agreed criteria as well as the provisions in the advertisement or other job related factors as may be considered relevant by the Group. Meeting the minimum requirements stipulated in the advertisement shall not automatically entitle a candidate to be shortlisted.
- Short-listing shall be done within a reasonable period normally not exceeding one month from the closure of receiving applications.
- Short-listed applicants shall be given reasonable notice for attending interviews specifying the time and place of interview by email or other communication.

#### **Call for Interview**

The short listed candidates shall be sent an interview invite through electronic mail specifying the time, place of interview and requirements for interview. The candidate may be called on her/his personal number intimating about the interview.

## **Interview Procedure**

All appointments of the Group shall be made through the "Office of Human Resources" from time to time. The interview process will have the following steps:

- Introduction of the Selection Committee by the Office of Human Resources
- Brief introduction of the candidate
- A presentation for about 20 minutes on any of the following as the case may be:
  - a. Any technical / research topic / Design Portfolio for Academic Staff
  - b. A relevant topic in line with the job profile for Non-teaching Staff

Discussions and questions from the panel

Note: For job profiles where presentation is not relevant, an interview may be considered equivalent.

## **Evaluation Procedure**

The Group shall use a standard evaluation form, which lists various parameters against which each candidate will be scored. Selection Committee shall indicate, by giving relevant score against each selection criteria, whether the applicant possesses the credentials to qualify for further consideration for the applied position. The Office of Human Resources shall consolidate the score and shall produce the final report to the Director – Human Resources, Vice chancellor and the Registrar for consideration.

#### Selection

Candidates with the highest score shall be provisionally selected and may be called for a second/ further round of interview/discussions. The Chairman / Director – Human Recourses/Principal and Office of Human Resources may discuss with the candidate regarding rules and Regulations of work in the Group. If the candidate is agreeable to the terms and conditions, she/he shall be issued an "Offer Letter". On acceptance by the candidate, she/he shall be issued a formal "Letter of Appointment". The candidate is normally expected to collect the Letter of Appointment within three days of its issue and return an acknowledged copy to the Group within five days of acceptance of the appointment order. In case the candidate fails to submit the acknowledgement within the stipulated time, her/his appointment with the Group may be subject to cancellation.

## **Background Check**

To ensure a safe and productive workplace, JAIN Group shall conduct background checks on candidates being considered for employment with the Group. The background checks may include but are not limited to: any history of criminal record; listing in the Sexual Offender Registry Information (SORI) or other similar listings; and verification of academic credentials, prior to employment. If required or as applicable for the position for which the applicant has applied, additional background checks as decided by the Group will be conducted.

#### Submission and Verification of Documents

The selected candidate will be required to submit a copy of all the required documents before the joining date and the originals on the day of accepting the offer to the Group for verification purpose. The Director – Office of Human Resources reserves the right to authenticate in such manner as she/he shall deem necessary a prospective employee's employment and salary history, stated qualifications and references.

#### **Impersonation or Falsification of Documents**

Cases of impersonation, falsification of documents or giving false / incomplete information whenever discovered either before appointment or afterwards, shall lead to automatic cancellation of candidature or appointment or dismissal or prosecution in the courts of law.

#### **SECTION 4: POLICY AND PROCEDURE FOR EMPLOYEES**

#### **New Employee Induction**

The Office of Human Resources will arrange for all new employees to attend an Orientation program where they will be provided with information on the Group's history, facilities, programs, benefit plans, safety programs, and personnel policies and procedures. At this meeting, new employees shall be given the opportunity to enroll in employee benefit plans, obtain an employee identification card, etc.

## **Faculty and Department Induction**

In addition to the orientation conducted by the Office of Human Resources, new employees shall be provided further orientation at the Faculty and Departmental level under which she/he is recruited. Each Faculty will have a "Staff Induction Training Committee" constituted by the Dean of the respective Faculty for providing orientation to new joiners. In this orientation, new employees will be familiarized with the role that the Faculty and the Department plays in the functioning of the Group and how her/his position contributes to the functioning of the Faculty and Department.

## **Induction for Employee Promoted / Transferred**

Existing faculty members commencing a new appointment in another department or function either on promotion/transfer are required to complete the Induction.

#### **Probation Period**

Probation shall mean a prescribed period which an employee has to serve prior to being confirmed in the Group's service on permanent terms. The probation period shall give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. JAIN Group shall use this period to evaluate the employee's capability, work habits, and overall performance. During this period the employee shall be considered to be a temporary employee and satisfies to the following conditions:

- With the exception of certain employees, all other employees are required to serve the probation period as agreed in the contract of employment.
- The probation period may be extended for an additional period (s) in cases where the employee's performance is not up to acceptable standard or fitment to the job could not be evaluated in the probation period.
- An employee shall not be employed for a probation period of service on more than one occasion by the Group unless she/he is engaged for work of a different nature.

- During the probationary period a contract of employment may be terminated by either party by giving not less than one month's notice of termination, or by payment of one month's Gross Salary.
- Notwithstanding the provisions of above, the Group may waive the whole or part of the probation period of service in certain cases especially where the employee has performed prolonged service beyond the normal probation period.
- An employee is not entitled to any other benefits of the Group or to be promoted during the probationary period of service.
- The probation period maybe extended by the number of days an employeetakes leaves during her/his probation period.

#### Confirmation

An employee who has successfully completed her/his probation may be confirmed in the Group service with effect from the date of expiry of their probationary period. The procedure for confirmation shall be as follows:

- The employee shall, through the Head of the concerned department, submit an application, a Curriculum Vitae and a statement of achievements to the Principal, one month before the expiry of the probationary period.
- The Principal shall evaluate the employee's performance during the probation period and where the performance of the employee, due for confirmation, is found satisfactory, shall forward to the Director Office of Human Resources, a recommendation that the employee be confirmed.
- Where the Head of the Department finds the performance of the employee due for confirmation to be unsatisfactory, the Head of the Department shall so inform both the Director – Office of Human Resources and the employee in writing and indicateclearly her/his recommendation.
- Confirmation in all cases shall be processed within the probationary period of an employee. In the event that this is not done and the probationary period expires, the employee shall be entitled to have their confirmation back dated to the date it was first due.
- After confirmation, either party may terminate the employment by giving not less than three month's working days' notice of termination, or by payment of three month's Gross Salary in lieu of notice. The Group reserves the right to pay or

recover the salary in lieu of the notice period, as the case may be. The Group reserves the right to, at its sole discretion, to relieve the employee of her/his roles and responsibilities under the current employment at any date prior to the expiry of the Termination Notice without assigning any reasons. The employee shall not be relieved during the middle of the ongoing semester.

## **General Policy for Code of Conduct**

The JAIN Group expects all employees to be committed and abide by the code of conduct and values of the Group. The Group code of conduct applies to all employees may it be Regular Full Time or Limited Term Contract.

## **Drug and Alcohol Free Workplace**

The unlawful manufacture, distribution, dispensation, possession or use of illegal drugs or alcohol by employees of the Group is strictly prohibited. All employees as a condition of employment shall:

- Abide by the Group's policy on prohibited substances; and
- Inform the Group if she/he is convicted for possessing / using drugs withinfive days
  of conviction.

An employee convicted for felony, misdemeanor or drug/ alcohol violation shall face strong disciplinary actions which may include termination of employment. If reasonable cause exists to believe that an employee is under the influence and is impaired by drugs or alcohol on the job, the employee shall be required to undergo a medical test and suitable disciplinary action shall be taken thereafter. Smoking on campus is strictly prohibited.

#### **Sexual Harassment / Gender Bias**

In line with the Constitution of India that guarantees equality, dignity and non-discrimination, JAIN Group reaffirms its policy of zero-tolerance to sexual harassment and is committed to creating an environment that respects and protects the rights of all its members, irrespective of their gender. This shall apply to all students and employees of the Group as well as to others who participate in the Group's programs, activities and employment in both on-andoff-campus settings. An offender shall be dismissed if found guilty. Unwelcome sexual advancements, requests for sexual favors and other verbal or physical conduct of sexual nature constitute sexual harassment including:

- Physical contact and advances; or
- Demand or request for sexual favors; or
- Sexually colored remarks; or
- Showing Pornography; or
- Any other unwelcome physical, verbal or nonverbal conduct of sexual nature.

#### Soliciting / Canvasing

Canvassing, placing signs and posters for solicitation purposes, chain letters and collections of any kind and sales of tickets or merchandise are prohibited on the Group's premises. All employees are prohibited from indulging in any personal activity utilizing the Group's resources and facilities. Any staff member found indulging in conducting tuition classes or coaching classes whether for remuneration or otherwise shall be suspendedwith immediate effect.

#### Non-retaliation

Group prohibits taking any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. The Group will not tolerate any form of retaliation against an employee for making a good faith report of potential group-related legal or policy violations. No employee shall be adversely affected because they refused to carry out a directive which constitutes fraud or is a violation of local applicable laws and regulations. Any attempted or actual retaliatory action covered under this will be subject to disciplinary action, up to and including termination. The Group will review all complaints of retaliation.

## **Equal Opportunity / Non-discrimination**

JAIN Group provides equal employment opportunity to all qualified persons and to prohibit discrimination in employment on the basis of race, color, sex, gender identity, religion, disability, age, veteran status, ancestry, disability, or national or ethnic origin.

## **Affirmative Action Serious Search**

JAIN Group efforts to broaden the pool of qualified candidates for job categories in whichfewer women and minority group members are employed than are available in the workforce. Group's well-defined Serious Search Process is used when employment opportunities exist within the faculty, research, executive, and managerial ranks.

#### **Conflict of Interest**

An employee of the Group shall avoid actual or apparent conflicts of interest between her/ his Group's obligations / responsibilities and outside activities. Transaction with outside organizations shall be conducted within the framework established and controlled by the Chairman of the Group. Any dealings with outside organizations should not result in unusual gains for those organizations. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks

and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain shall require Chairman's approval.

#### **Work Ethics**

The successful operation and reputation of JAIN Group shall be built upon the principles of fair dealing and ethical conduct of its employees. Employees owe a duty, to JAIN Group, to act in a manner that will merit the continued trust and confidence of the Public. JAIN Group shall comply with all applicable laws and Regulations and expects its employees (both teaching and non – teaching) at all levels to conduct work in accordance with the letter, sprit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In situations where it is difficult to determine theproper course of action, the matter should be discussed with higher authorities for adviceand consultation. No employee shall indulge in or encourage any form of malpractice connected with any activity (teaching or administrative) of the Group. Disregarding orfailing to comply with this standard of work ethics and conduct shall lead to disciplinaryaction, up to and including possible termination of employment.

## **Non-disclosure Agreement**

The protection of confidential information and secrets is vital to the interests and the success of JAIN Group Such confidential information shall include but is not limited to, the following examples:

- Compensation data
- Pending projects and proposal
- Computer processes
- Research and development strategies
- Computer program & codes
- Scientific data
- · Any published / unpublished research data
- Marketing strategies
- Computer lists
- Scientific formulae
- Technological data
- Scientific prototypes
- Customer/ clients lists
- Financial information
- Human Resource Strategies
- New market research

All employees and associated members shall be required to sign a "Non-Disclosure, NonSolicitation, Confidentiality and Non-Compete Agreement" as a precondition of employment. Employees or associated members who improperly use or disclose Group's secrets or confidential information shall be subjected to legal action/disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. The "Non-Disclosure, Non Solicitation, Confidentiality and Non- Compete Agreement" shall be a part of the Contract of Employment which employees shall confirm at the time of accepting employment.

## **Green Campus**

The Group is committed to environmentally friendly practices and education that combine to promote sustainable and eco-friendly practices in the campus on a self – sustainable basis in the areas of power, water and cleanliness.

## **Workplace Health and Safety**

JAIN Group is committed to and supports healthy and safe workplace. All employees are expected to comply with stipulations made by the Group in this regard, such as no-smoking, green practices etc.

## **Employee Code of Conduct**

#### Misconduct

All employees shall follow the Rules and Regulations and standards of courtesy, conduct, cooperation, ethics and etiquettes as expected by the Group. The following acts of omission and commission, which are illustrative but not exhaustive, shall be deemed to constitute misconduct and will entail disciplinary action:

- Drunkenness on duty;
- Sleeping/dozing while on duty
- Consumption of illegal drugs;
- Willful insubordination or disobedience and refusal to take lawful orders;
- Refusal, negligence or omitting to perform one's official duties and/or discharge official responsibilities duly assigned;
- Incompetence or inefficiency in the performance of prescribed duties;
- Persistent late coming and/ or absence from duty without permission;
- Use of abusive or insulting language or behavior or assault;
- Boisterous or disruptive activity in the workplace;
- Acts or omissions that are prejudicial to the proper performance of duties or the Group's image or status, whether within or outside the Group;
- Misuse of or damage to Group property;

- Slander:
- Tendencies of discrimination:
- Forgery, falsifying or presenting false documents and/or records for the purposes of disseminating wrong information, obtaining money or reward or favour;
- Abscondment from duty;
- Breaching or contravening the Group's prescribed operating rules, Regulations and procedures likely to cause financial loss or damage of Group property;
- Persistent failure or negligence of a Head to enforce discipline or follow prescribed Group rules, procedures and standing instruction;
- Theft, fraud, or embezzlement of Group's funds and property;
- Unauthorized access or removal, alteration, mutilation or destruction of Group documents, records, or information;
- Taking part in strike/ hartals/gherao;
- Acts likely to endanger the safety or life of or which may result in injury to another person, including gross negligence or misconduct, violence or fighting;
- Soliciting or accepting bribes;
- Plagiarism; and
- Non adherence to any other policies of the Group.

#### **Gross Misconduct**

Any of the above offences may be construed as gross misconduct by the Group depending uponthe circumstances and gravity of the offence.

#### **Disciplinary Measures**

There shall be four principal forms of disciplinary measures namely: warning, suspension, termination and dismissal depending on the gravity of the offence. The Group shall

exercise its discretion to impose disciplinary measures upon an employee for misconduct asit may consider appropriate. The Head of the Department shall bring to the notice of the Principal any case of misconduct of her/his department staff member. The Principal shall immediately bring to the notice of the Director – Office of Human Resources regarding such misconduct from her/ his Faculty. The "Staff Disciplinary Committee" constituted by the ViceChancellor shall decide upon all cases of such misconduct.

#### **Incentive for Research and Publication**

JAIN Group motivates the faculty members to undertake quality research,

consultancy and other related activities. The Incentive for Research and Publication covers all faculty members of all Departments. The scope of the scheme envisages in the following:

- To motivate faculty members to concentrate on research related activities in addition To the teaching so as to publish articles in reputed refereed international and national journals with impact factor.
- To pursue efforts to write books, monographs for publication by International and National publishers of repute.
- To evince interest among the members of faculty so that they take efforts to establish collaborative research projects with their counterparts in reputed foreign Universities.
- To encourage the faculty to submit proposals and secure funded research projects from various funding agencies in India and abroad.
- To undertake consultancy projects sponsored by both the Government and Private Industrial and other organizations.
- To encourage creativity in the minds of faculty, so that they make original contributions by way of products, concepts etc. and obtain patents.

#### **Domestic Travel**

The Group will reimburse employees for all expenses necessary, reasonable and actually incurred when traveling on authorized Group work. Travel expenses shall be properly documented and approved on a Travel Expense Report.

#### **Conference Attendance and Travel**

Faculty are strongly encouraged to apply to various funding agencies to enlist for travel and registration support to attend International conferences. They can use part of research grant for the same, if so, specifically included in the proposal for grant and sanction by the funding agency.

In respect of National conferences/seminars/workshops within the state local travel allowance and registration fee will be borne by the Group. The same is available for presenting a paper at the conference. In special cases, it can be permitted for

participation in a conference. A maximum support of Rs 10,000 per member will be made available.

A maximum of 10 such support will be made available annually faculty wise. Total support per year shall not exceed Rs 5 lakhs. A faculty member can avail of this support only once in a year. In a subsequent year if a faculty member applies for financial support, he/she should have published a paper in a reputed research journal since award of previous financial support. In normal circumstances, the support will be for I Class train fare.

In case of outstation events the same shall be made available only for members presenting with a maximum support of Rs 20,000 per member. A maximum of 10 such support will

be made available annually Faculty wise. Total support per year shall not exceed Rs 10 lakhs. Members desirous of availing the same should make a representation to the Group Research Committee 2 months in advance. In a subsequent year if a faculty member applies for financial support, he/she should have published a paper in a reputed research journalsince award of previous financial support.

#### **SECTION 5: LEAVE RULES**

#### Coverage

The categories of employees covered by this document include all teaching, administrative / professional and non-teaching staff at various campuses / schools and constituent units of JAIN Group.

#### **Terms and Conditions**

Employment is subject to a variety of terms and conditions as identified by (Group) needs and generally accepted personnel management practices. Employees will be designated as per work categories (Regular or Limited Term), or work statuses (Probation, Confirmation, Training / Apprenticeship, Visiting or Part Time or Adjunct, Leave Vacancy, Contract / Adhoc Full-time / Part-time). Additionally, they will be categorized as per their posts (Vacation, Non-vacation). These terms are described below, and additional policies and procedures concerning the application of theseterms are provided throughout this document.

## **Purpose**

Eligible employees are entitled to request and be considered for various types of leave with and without pay, based on certain qualifying conditions. This document, known as "JAIN Group Employee Leave Rules - Leave Rules in short" describes the various types of leave available, the conditions that apply to

each type of leave, and the methods for requesting, obtaining approval of, and documenting such leave. For the purpose of leave rules, a leave of absence includes those times when an employee requests time away from the performance of work related duties.

#### **Conditions**

- Leave cannot be sought as a matter of right. Grant of any leave shall depend on the exigencies and shall be at the discretion of the Sanctioning Authority.
- Leave may be granted for various purposes. The staff member remains an employee of the Group while taking approved leave including periods of leave without pay.
- Merely applying for leave will not mean sanction, until and unless the leave is approved by the Sanctioning Authority.
- Leave ordinarily begins on the day on which the transfer of charge is affected andends on the day preceding that on which the charge is resumed.
- All teachers, researchers, officers of various administrative departments,

Librarians and the academic staff of any/all allied Centers of the Group should beavailable for at least 8 hours a day at the Group / Center; all support staff including drivers shall work for a minimum of 9 hours a day.

- Any delay in reporting to work due to unavoidable circumstances clocking beyondtwo hours shall be considered as leave of absence for that day. If this occurs repeatedly (more than 3 occurrences in a Calendar Year) it will be cause for disciplinary action.
- Disciplinary action and Break in Service: Abuse of leave entitlements or failure to observe proper procedures for requesting, using and documenting leave may be cause for disciplinary action. An employee who is absent from duty without approval shall not be entitled to any pay and allowances during the period of such absence. The said provision inter alia provides that where an individual employee remains absent unauthorized or deserts the post, the period of such absence shallbe deemed to cause an interruption or break in service of the employee, unless otherwise decided by the Competent Authority. The said provision addresses the situation where an employee overstays

beyond the sanctioned leave of the kind due and admissible, and the Sanctioning Authority has not approved such extension.

- Effect of dismissal, removal or resignation on leave at credit: Any claim toleave to the credit of an employee, who is dismissed or removed or who resigns from service, ceases from the date of such dismissal or removal or resignation.
- No employee while on leave shall ordinarily be permitted to take up any otherservice or employment.
- Competent Authority of the Group shall be the final decision making Authority and reserves the right to modify, amend or cancel any of the leave provisions. Anysuch amendment will be communicated by the Office of the Human Resources / Registrar Office.
- Leave Year shall be the Calendar Year (1st January to 31st December).
- The regular work week will be from Monday to Saturday with the weekly off onSunday.
- The list of general holidays for the Calendar Year shall be communicated throughthe Office of the Registrar to all the Offices and Constituent Units of the Group towards the end of the forgoing year. A copy of this list of general holidays shouldbe maintained at the Group.
- General Holidays are applicable to all classifications of employees except visiting / part-time / adjunct employees. Visiting / part-time / adjunct employees shall compensate for classes concurring on holidays by delivering them on some otherworking day within the same week or month without impinging on the regular classschedule.
- All Employees shall compensate work for emergency holidays due to variousunavoidable causes by working on holiday(s).
- Any leave of absence for the probationary employees sanctioned under 'extraordinary' circumstances within those provisioned in these Leave Rules shall imply extension of the probationary period by the corresponding number of days.
- Upon successful completion of probation, the employee becomes eligible for leave provisions as applicable to the confirmed employees.

Leave balance will be computed pro-rata from the period of completion of probation till the end of that Calendar year.

## **Types of Leave**

## **Leave Earned by Duty**

- 1. Casual Leave(CL)
- 2. Duty Leave (DL)

#### Leave not debited to Leave Account

- 3. Special Leave (SL)
- 4. Maternity Leave (ML)
- 5. Sabbatical Leave (SabL)

## **Leave not Earned by Duty**

- 6. Extraordinary Leave (EOL)
- 7. On Official Duty (OOD)

## Casual Leave (CL)

- It is applicable to staff on Regular (full-time) Employment and Full-timeContractual Employees only.
- Sanctioning Authority shall be the Head of the Constituent Unit. The written leave request should be submitted at least three working days prior to the commencement of CL.
- CL is intended essentially for short periods of absence due to unexpectedcontingencies or sickness.
- CL is limited to a maximum of 12 days (Twelve days) in a calendar year (i.e. 1day casual leave for every 30 days of service).
- The number of days specified is maximum only and no one can claim themaximum number of days as a matter of right.
   Employees appointed andjoining duty during the middle of a calendar year may be allowed CL proportionately.
- If an employee does not, in any one calendar year avail herself/himself of theentire leave at her/his credit, such nonavailed casual leave shall be added to the leave at her/his credit in the succeeding calendar year and shall be considered as

"Special casual leave" (SCL). The total number of the days of special casual leave that may be so carried forward to a succeeding year shallnot exceed 12 days.

- CL may be combined with authorized holidays including Sundays, provided thatthe resulting period of absence from duty does not exceed 5 days (five days) in any month in case of confirmed employees and not more than 3 days (three days) in case of Probation and Full-time Contractual Employees.
- Public Holidays and weekly offs falling within the period of CL, or immediately preceding or following it, shall not be counted as part of this Leave if period of absence is 5 days (five days) or less: and if the period of absence is beyond 5 days (five days), intervening, preceding and succeeding holiday/offs shall also be counted as leave.
- Any such leave taken with or without approval in excess of 5 days (five days)shall be treated as Extraordinary Leave and shall be deducted in the employee's monthly pay.
- Special Casual Leave is not encashable and can be combined with casual leave. SCL cannot be combined with vacation. Maximum 6 days SCL can be availed only once in a calendar year. Women employees eligible for Maternity benefit may combine Special Casual Leave with Maternity leave
- Public Holidays and weekly offs falling within the period of special casual leave, or immediately preceding or following it, shall be counted as part of SpecialCasual Leave.
- Any such request to avail Special Casual Leave should be given at least 10days (ten working days) in advance.

## **Duty Leave (DL)**

- Confirmed, Probationary teaching staff are eligible for grant of duty leave.
- Duty leave can be sanctioned by the Head of the Constituent Unit with the approval of the Principal/Chairman. Any such written request must be received at least seven working days prior to the date of commencement of such leave.

- Duty leave for all fully qualified teachers confirmed teachers of the Group shall be for a maximum of 10 days (Ten days) in an academic year (not morethan 5 days in a semester), Duty leave for all fully qualified Probationary teachers of the Group shall be for a maximum of 6 days (six days) in an academic year (not more than 3 days in a semester) and DL for Deans and Directors shall be for a maximum of 14 days in an academic year (not more than 7 days in a semester).
- Duty Leave may be granted for the following:
  - a. To participate in literary, scientific or educational conferences, symposia, seminar, or cultural or athletic activities conducted by bodies recognized by the Group.
  - b. Attending conferences, congresses, symposia and seminars on behalfand with the permission of the Group.
  - c. Delivering lectures in institutions and universities at the invitation of suchinstitutions or universities received by the Group and accepted by the Principal/Chairman.
  - d. Undertaking field work in India or abroad.
  - e. In computing the days of leave admissible, the days of actual journey, if any, to and from the place where such conference/activity takes place shall be included.
  - f. Duty leave may be combined with Special Casual Leave or Extraordinary Leave.

## Special Leave (SL)

#### **Infirmity Leave:**

 Maximum five days special leave with pay may be granted to an employee (Probation, confirmation, Training or Apprenticeship, Leave Vacancy, Adhoc/Contract (fulltime)) in case of her/his hospitalization only due to accident, injury, disease (epidemic, endemic or pandemic) or any/all health related issues requiring confinement.

- A copy of the medical certificate and reports must be furnished at the time of reporting to duty. It is mandatory that under any/all such circumstances, the employee or her/his family members keep the Group authorities (HOD/Principal) informed of the employee's inability to attend to her/his duty. Any such leave may be approved only once in a calendar year.
- Leave beyond the specified days shall be treated as extraordinary leave without pay and deducted in the employee's monthly pay.
- The Group may sanction infirmity leave with or without pay under 'extraordinary' circumstances where the sanctioning authority is convinced and recommends that the leave was taken due to causes beyond the control of the employee like her/his hospitalization due to major accident, major surgery, major disease (epidemic, endemic or pandemic) or any/all health related issues requiring longer confinement. The Management of theGroup shall be the final decision making Authority and reserves the right to grant the leave and pay on a case to case basis.

#### **Examination Leave:**

- Examination Leave with/without pay may be granted for writing Ph.D.exams.
- A confirmed employee appearing for Ph.D. examination (subject stream) which will upgrade qualification directly related to her/his job will be covered under this provision.
- Trainees/Apprentices, Leave Vacancy and non-academic staff, Probationary/Adhoc/Contract (fulltime) employees are not entitled to Examination Leave. In the wake of any such requirement, the Principal, upon verification, may initiate necessary action at loss of pay depending on the merit of the request.

- Any such leave request must be made in writing supported by a copy of the examination time table and the exam admit card to the Head of the Department/Principal at least ten working days prior to the scheduled start of leave.
- The exact days of leave sanctioned shall depend on the examination type, duration, geographic location and venue of the examination and is at the discretion of the Sanctioning Authority.
   In all cases, Examination Leave with pay is admissible only for the day of exam(s) and all intervening leave takenshall be considered as loss of pay.
- Examination leave with pay shall not be applicable for repeat examination attempts due to various reasons. In all such instances, Examination Leave may be granted at loss of pay.

## Marriage leave:

- A probationary (fulltime) employee shall be permitted a 5 days (Five days)leave of absence with pay for the purpose of her/his marriage. Contract, Training or Apprenticeship, Leave Vacancy staff are granted 3 days (Three days) leave without pay. A confirmed employee shall be permitted a 10 days (Ten days) leave of absence with pay for the purpose of her/his marriage only.
- Request for any such leave shall be given at least 15 days (fifteen working days) in advance along with a copy of the marriage invitation. Sanctioning Authority shall be the Head of the Institution. Any extension of leave shall be at the discretion of the Sanctioning Authority, and all such approved leave shall be treated as loss of pay for the duration of leave.
- Public Holidays falling within the period of leave, shall not be counted as part ofmarriage leave.
- If the date of marriage concurs with vacation, then the employee shallhave no claim over marriage leave.
- Marriage leave may be granted once in the entire service of the employee with the Group.

 Marriage leave may be combined with casual leave or special casual leave, provided that the resulting period of absence from duty does not exceed 14 days(Fourteen days) in case of confirmed staff and 9 days (Nine days) in case of probationary staff. Any such leave taken with

approval in excess shall be treated as Extraordinary Leave and shall be deducted in the employee's monthly pay. Leave extension beyond approved days shall be cause for disciplinary action.

#### **Paternity Leave:**

A confirmed employee shall be granted 4 days (Four days) special leave with pay aspaternity leave up to 2 surviving children.

## **Child Adoption**

A confirmed woman employee may be granted 12 weeks (twelve weeks) leave with Salary\*\* for valid adoption of a child whose age is less than 3 months (Three months). Special leave not exceeding 30 days (Thirty days) with Salary\*\* for valid adoption of a child above the age of 3 months (Three months) and age below 1 year (one year), immediately succeeding the date of valid adoption. Probation, Training or Apprenticeship, Leave Vacancy, Contract (fulltime) female employee may be granted30 days (Thirty days) leave without pay. Any such leave shall be granted after receipt and verification of the valid adoption documents.

\*\* Salary – for the purpose of child adoption and Maternity payment, components of salary shall mean all or some of these components: Basic pay, Grade pay, Dearness Allowance (DA), House Rent Allowance (HRA), Variable pay, Special pay as per her salary component. It shall not include any/all Management Allowance, Responsibility pay, incentives, bonus, exgratia or any other cash component.

#### **Bereavement:**

• Three days special leave with pay may be granted to an employee in caseof bereavement of her/his immediate family member(s).

• A copy of the death certificate must be furnished at the time of reporting toduty.

## **Maternity Leave**

• A regular (fulltime) woman employees who has worked in the Group for a period of at least 80 days during the 12 months immediately preceding the date of her expected delivery are eligible for maternity benefits (Leave and Pay). Trainees, Apprentices, Parttime, visiting and Adjunct faculty are not entitled for maternity pay.

- Maternity leave shall be sanctioned by the sanctioning authority with the approval
  of the Principal/Director Human Resources. Any such written request must be
  received at least two months or eight weeks prior to the date of commencement of
  such leave.
- Maternity leave may be granted to a woman member of the Group with less than two surviving children, on full or partial pay. The maximum maternity leave period for which afull time women employee may be entitled to shall not exceed 180 days (one eighty days) per confinement. Please note, leave not more than 8 weeks (eight weeks) shall precede the expected date of delivery.
- Public Holidays, vacation, semester break and weekly offs falling within the period ofleave, shall be counted as part of maternity leave.
- Maternity leave sanctioned for probationary employees shall imply extension of the probationary period by the corresponding number of days.
- No woman shall be entitled to maternity benefit unless she has actually worked in the Groupfor a period of not less than 80 days in the twelve months immediately preceding the date of her expected delivery.
  - i. Provided that where a woman dies during this period, the maternity benefit shall bepayable only for the days up to and including the day of her death.
  - ii. Provided further that where a woman, having been delivered of a child, dies during her delivery or during the period immediately following the date of her delivery for which she is entitled for the maternity benefit, leaving behind in either case the child, the primary nominee shall be entitled for the maternity benefit for that entire period but if the child also dies during the said period, then, for the days up to and includingthe date of the death of the child.
- In case of a woman to whom the Employees' State Insurance Act,1948 applies, thematernity salary shall be paid by the ESI.
- Maternity leave (with/without pay) may also be granted in case of miscarriage/abortion for a total period of 30 days once in the entire service of the employee. This benefit shall not be admissible for threatened abortion. Application should be supported by a certificate from a registered medical practitioner.
- Maternity Leave shall not be debited to the leave account.
- Maternity leave and pay may be admissible subject to the following work conditions:
  - a. Before the expected date of delivery

- To be eligible for maternity pay, the woman employee, besides satisfying conditions outlined in subsections (1) through (4) under this section, shallproceed for maternity leave not before 8 weeks (Eight weeks) of her expected date of delivery.
- A woman employee requiring confinement or rest before the aforementioned period (sixty days /60 days) before her expected date of delivery may utilize any casual leave and/or special casual leave accumulated as per the provision; Leave requirements extending beyond these provisions qualify her for break in service and the Maternity benefits (Salary/pay) shall not be applicable in any such cases.

## b. After delivery

- The woman employee may report back to duty at the end of 180 days (one eighty days) of her confinement after providing her medical certificate of readiness to perform regular duties.
- If the date of reporting back to duty after the maternity break coincides withvacation, then,
  - a. In normal circumstances, employee shall report to duty after vacation period(without pay during vacation).
  - b. If the employee is required for valuation and other academic duties during vacation, then the woman may proceed to join duty during vacation (with partial pay).
- If the date of reporting back to duty after the maternity break does not coincidewith vacation, then, the employee can report to duty immediately after the maternity leave.
- In the event that the woman employee requires extension of leave beyond the applicable maternity leave, subject to academic requirements and other governing conditions, she may be granted extension of leave (without pay) for not more than 30 days (thirty days) ortill the end of the ongoing semester without pay whichever is the least.
- There may be a prorata adjustment in the applicable annual increment for thewoman employee availing maternity leave extension.
- Extension of leave beyond the aforementioned duration shall be condition forbreak in service and appropriate service rules apply. Reappointment shall be against a vacancy and subject to formal interview.

#### c. Maternity Pay

- For a women employee fulfilling all necessary conditions, the Maternity pay shall be credited to her account on a monthly basis for the period preceding, coinciding and succeeding the date of her expected delivery.

Every woman shall be entitled to the payment of maternity benefit at the rate of the

average **Salary**\*\* payable to her for the days on which she has worked during the period of threecalendar months immediately preceding the date from which she absents herself on account of maternity that is to say, the period immediately preceding the day of her delivery, the actual day of her delivery and any period immediately following that day.

#### **Sabbatical Leave**

- Regular full time academic employees (Confirmed teachers only) of the Group who have completed 7 years (Seven years) of service may be grantedsabbatical leave to undertake study or research or other academic pursuit solely for the object of increasing their proficiency and usefulness to the Group and the higher education system.
- Sabbatical Leave can be sanctioned by the Principal with the approval of the Chairman. Any such written request must be received at least two months prior to the date of commencement of such leave.
- Sabbatical Leave shall be granted for not less than 6 months at a time. If the leave availed
  of is less than the maximum permissible period, it would still be presumed that the
  opportunity has been fully utilized and the eligibility criteria would apply afresh from the
  date of reporting back from such leave.
- The duration of leave shall not exceed one calendar year at a time inclusive of vacation, if any, or maximum 2 times with the institution.
- A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organization in India or abroad. She/he may, however, be allowed to accept a fellowship or a research scholarship or ad hoc teaching and research assignment with honorarium or any other form of assistance other than regular employment in an institution of advanced studies.
- Sabbatical leave shall be granted without pay. However, the approved period of any such leave shall be counted as service subject to the teacher rejoining the Groupon the expiry of her/his leave.
- During the period of sabbatical leave, the teacher shall not be entitled to draw the increment.
- A member of the academic staff availing herself/himself of sabbatical leaveshall furnish a bond in the prescribed form to serve the Group for a minimumperiod of three years on return to duty. In the event of a no show to duty/ overstay without proper prior written approval after the expiry of the leave period, the employee's services with the Group shall be automatically terminated as per the terms of the bond.
- The faculty member shall specify in writing to the Head of the Department with a copy to

the Principal, the places she/he proposes to visit, the nature of work she/he proposes to do and how this would contribute to her/his academic development.

- On return from leave, the teacher shall report in writing to the Group the nature of studies, research or other work undertaken during the period of leave.
- While recommending the proforma the Principal has to certify that alternative arrangements have been made for sharing of the academic,research and project activities and other departmental duties and commitments of the staff member concerned during her/his absence.
- At any point of time, in a Department a maximum of 10% of the sanctioned strength of the academic staff members of the Department (subject to any fraction in the figure thus arrived at being rounded off to the next higher integer)may be permitted to avail of sabbatical leave either within India or abroad. No substitute will be appointed in the vacancy and the work will be shared by the other members of the Faculty.
- A teacher who has availed herself/himself of sabbatical leave would not be entitled to take /shall not be granted sabbatical leave for the second time untilthe expiry of five years from the date of the teacher's return from previous sabbatical leave.
- No other type of leave will be permitted as an extension of Sabbatical Leave.

## Extraordinary Leave

- Regular full time employees of the Group may be granted Extraordinary Leave:
  - a. When no other leave is admissible.
  - b. When other leave is admissible, but the employee applies in writing for thegrant of EOL.
- EOL shall always be without pay and allowances.
- The maximum EOL that may be sanctioned in a calendar year shall not exceed 15 days (fifteen days). EOL availed beyond 15 days shall attract penalty, which may also result in prorate reduction of increment during the year (depending onthe number of days EOL availed in one calendar year), delay in promotion and any/all disciplinary action resulting in termination of employment.
- Extraordinary Leave can be sanctioned by the Head of the Constituent Unit with the approval of the Vice Chancellor/Registrar. Any such written request must be received at least 7 days prior to the date of commencement of such leave.
- EOL shall not count for increment except in the following cases:
  - a. Approved Leave taken on medical grounds.

b. Cases where the sanctioning authority was convinced that the leave was taken due to causes beyond the control of the employee, such an inability tojoin or rejoin duty like civil commotion or a natural calamity, provided, the employee has no other leave to her/his credit.

## On Official Duty Leave (OOD)

- The Principal with the approval of the Chairman can depute/sent staff on duty to any of the constituent units/ to other Universities either to participate or to attend to any requests received by the Group and accepted by the Principal/Chairman.
- Confirmed, Probationary (fulltime) employee shall be eligible for grant of duty leave. However, Contract, Apprentices, Visiting, Part time, leave vacancy staffare not entitled for OOD leave.
- The following leave may be considered as OOD
  - a. To conduct examination of another University, public service commission, board of examination or other similar bodies/institutions, requests for which are received by the Group and accepted by the Principal.
  - b. To inspect academic institutions attached to a statutory board, requests for which are received by the Group and accepted by the Principal.
  - c. Undertaking field work in India or abroad.
  - d. Staff deputed to other constituent units of the Group for a short or specific period or to complete a specific activity.
- To do such other work as may be approved by the Principal as work of the Group like:
  - a. Working in another Indian or a foreign University, or any other organizationwhen so deputed by the Group.
  - b. Working as a member of a delegation or committee appointed by the Government ofIndia, State Governments, UGC, Universities or any other academic or public body, based on approval of the Principal.
  - c. Deputation abroad under cultural/bilateral exchange program in which it is a conditionthat the teacher deputed will have to go on duty leave.
- The leave may be granted on full pay. However, where the teacher receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, she/he shall be sanctioned duty leave on reduced pay. Any such leave grantedis inclusive of anticipated travel time and duration of work. Any extended absence of theemployee unless approved by the competent authority, shall be without

- pay if it is for a short duration. In all other circumstances any/all such absence shall be considered as break in service and necessary action shall be taken.
- On return from OOD, the employee shall submit the acknowledgment from the authorized person/ written record from the authority concerned stating the exact details of the duty withduration of presence and nature of work undertaken during the period of OOD at the Group.

## Semester Break/Vacation

- The Group offers break time with/without pay to provide opportunities for rest andrecreation.
- Trainee, Apprentice, leave vacancy, visiting and part time employees can avail
  semester break without pay. However, Probationary and full time contract
  employees who have completed more than one semester are eligible for vacation
  pay. Regular confirmed employees are entitled for semester break with pay. Inservice employees placed in probation are also eligible for semester break pay.
- Vacation shall be for a maximum duration of 15 days for two semesters or one Academic Year (7 days at the end of the odd semester and 8 days at the end of the even semester). The employee shall remain present on the first and the last day of each semester unless otherwise permitted by the Sanctioning Authority.
- The Non vacation post staff will have 3 days' vacation during each semester break. The dates shall be decided in accordance with the requirement of the institution. The Head of the institution shall decide on the date at her/his discretion as at any point of time, in a Department a maximum of 50% of the staff members of the Department (subject to any fraction in the figure thus arrived at being rounded off to the next higher integer) may be permitted. The non-academic (Non vacation post) staff with prior approval can combinethese three days with casual leave/ special casual leave and the resulting periPod of absence should not exceed 5 days. This provision is applicable for only one semester in acalendar year.

## Leave and vacation provision for Heads of the Institution

- Head of the Constituent Unit is usually designated as the Director/Dean/Associate Director/Associate Dean/Assistant Director/Director (in-charge). Head of the Constituent unit may be appointed from amongst the teachers of the Group or by direct recruitment through selection, and this post shall be considered as non-vacation post.
- All Heads of the Constituent Units and Principal Officers of the Group shall forward their leave requests in writing to the Chairman and proceed for leaveon obtaining approval.

- First-time appointees as Head of the Constituent unit have to undergo probation for one year. Any other candidate having prior experience in the same position or cadre shall normally be on regular employment.
- General Holidays shall be as applicable to other employees; however, any
  important activity coinciding with general holiday, requiring the Director /
  Head of the Constituent Unit's presence takes precedence and must be
  attended to.
- Heads of the Constituent Units are eligible for all other leave provisions as may be applicable to regular employees.

#### **SECTION 6: PERFORMANCE BASED APPRAISAL SYSTEM (PBAS)**

JAIN Group is a leading provider of higher education in India. Besides imparting quality education, JAIN Group is focused on research and publication, consultancy, patents and commercialization thereof, executive development programs, societal outreach of students, deep linkages with industry, co- curricular activities like NCC & NSS, Entrepreneurship and Sports. The Group also has under its umbrella the "JU Publication".

The Group introduced version 1 of the PBAS in 2010, duly aligned with the format prescribed by the University Grants Commission. This version (Version 2) of the PBAS is aligned to the UGC notification on "Minimum Qualifications for appointment of teachers and other academic staff in Universities and measures for the maintenance of standards in higher education, 2018" dated 18 July 2018.

### **Objectives of PBAS**

- 1) To define objective criteria for assessment of individual performance, which are closely aligned with the Group goals.
- 2) To incorporate SMART goals, i.e., goals that are Specific, Measurable, Attainable, Relevant and Time-bound (SMART), a self-assessment component, an objective appraisal and approval process and a feedback mechanism.
- 3) To assess training and development needs of faculty to enable them to improve their performance continuously.

#### **Assessment Period**

Appraisal shall be carried out twice in a year and shall relate to the following reporting periods:

- 1) July December
- 2) January June

#### **Details of PBAS**

The performance based assessment comprises the following 3 sections:

#### Section A: Profile of the Candidate

Essential details of the candidate such as name, designation, contact details, date of birth etc. are captured in this section.

#### Section B: Minimum Assessment Criteria

The minimum assessment criteria are the bare minimum results that a faculty memberis required to attain and is an essential job requirement.

They pertain to:

- a) Teaching Effectiveness and
- b) Institution Building and Research activities including academic administration, co-curricular activities and research.

The assessment is based on a numerical scale of 0-10 for teaching effectiveness and 0-20 for academic administration, co-curricular activities and research (to be reduced to so that equal weightage is given to Teaching Effectiveness and the Institution Building and Research activities.

Review of the attainment against the minimum criteria helps in identifying faculty members whose performance is Good, Satisfactory and Not Satisfactory; to identify training needs of individuals and other measures to continuously improve organizational capability.

## **Scoring of Minimum Assessment Criteria**

The total teaching effectiveness score is arrived at out of 10. Similarly, the overall academic administration & research score is arrived at out of 10 and the following classifications are made based on the grades obtained.

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7.50 – 10 (Out of 10) = Good
6.50 – 7.49 (out of 10) = Satisfactory
6.49 and below (Out of 10) = Not Satisfactory
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#### The overall grade is then arrived at as under:

Good: Good in teaching and Good in 2(a) - 2(h)

#### OR

Good in teaching and Good in 2(a) - 2(d) and 2(g) and 2(h)

#### OR

Good in teaching and Good in any 2 Activities from out of 2(a) - 2(d) and 2(g) and 2 (h) Satisfactory: Good in teaching and in 2 activities from out of 2(a) to 2(d) and in 2(g) and 2(h) and Satisfactory in 2(e) and 2(f)

#### OR

Satisfactory in teaching and in any 2 activities from out of 2(a) to 2(d) and Good in 2(e), 2(f), 2(g) & 2(h)

#### OR

Satisfactory in teaching and in any 2 activities from out of 2(a) to 2(d) and Satisfactoryin 2(e) or 2(f), and good in 2(g) & 2(h)

Not Satisfactory: If neither Good nor Satisfactory in overall grading

# Section C: Academic Research Score (ARS)

Calculation of Academic Research Score is enabled in Section C. Herein, scores are allocated to faculty according to the prescribed score chart. Scores obtained by faculty indicate the Research Capacities in the Institution and will help in identifying ways and means of continuous improvement. There is no maximum that is prescribed for the ARS considering that there are no limits to human potential.

#### **Definition of Authorities**

For purposes of the PBAS the following levels of review are identified:

## 1) Reporting Authority

The Reporting Authority is usually the Head of the Department / Coordinator.

The minimum qualification is to be able to assess performance shall be the following:

- a) 10 years of teaching / research experience
- b) Ph.D.
- c) Should have published at least 2 papers in Scopus / WoS indexed journals.

If the HoD / Coordinator does not fulfil the above criteria, the Reviewing Authority i.e. Director/Principal shall be Reporting Authority.

# 2) Reviewing Authority

The Reviewing Authority shall be the Director/Principal. In case the Director/Principal is the Reporting Authority then there shall be no "Reviewing Authority".

# 3) Approving Authority

The Approving Authority in all cases shall be the Chairman.

**4)** In the case of Director/Principal the Reporting and the Approving Authority shall also be Chairman.

#### SECTION 7: WORKING HOURS

#### **Attendance**

Employees are required to be prompt in reporting to work on time. It is expected that employees shall remain on the job until the end of the workday unless excused by the Head of the Department or the Principal An employee, who knows she / he will be absent from work on a particular day shall report such anticipated absence to the Head of the Department. A record of tardiness and unexcused absences will result in loss of pay or other disciplinary action(s) which may even lead to termination of employment.

### **Time-Keeping**

The BIO-enabled time recording tool shall be used by all staff members to record time of entry & exit. Accurately recording time worked shall be the responsibility of every employee.

State laws require JGI Group to keep accurate record of time worked in order to calculate employees' pay and benefits. Time worked shall be all the time actually spent on the job performing assigned duties. Time keeping shall also be maintained by an Attendance Register which the employees have to sign daily as their attendance. This is done for keeping a track of employees' and associate members' punctuality which will lead to their performance analysis.

Altering, falsifying, tampering with time records shall result in strict disciplinary action, up to and including termination of employment

### **Hours of Work**

#### Workweek

For full time employees of the Group the regular workweek at JGI Group shall consist of six (6) days from Monday through Saturday. The hours of work will be separately notified. During the employment process, applicants shall be informed of the number of hours in the regular workweek and anticipated variations caused by cyclical workloads in the hiring department.

For part time and other employees, the regular workweek represents the minimum hours that an employee is expected to work as defined in their employment contracts. As part of the employee's job responsibilities, exempt staff may be required to work at special University / Faculty / Departmental events including but not limited to Group Events / Ceremonies.

# **Group Holidays**

JGI Group follows State Government Holidays. The list of holidays will be published on the first day of the calendar year and will be circulated to all the employees.

### Variation in Work Schedules

This provision applies to instances in which an employee's work schedule may be changed on either a temporary or ongoing basis. Such a change may result from workload variations

in the employee's department or an employee's request for a change in work schedule for personal reasons. A change to an employee's work schedule must be recommended by the employee's Head of Department and approved by the Principal and the same must be intimated to Group Human Resource Office. In case of employees at Group level, the GroupHuman Resource Office shall be the approving authority for any changes in the work schedules. Employees whose work schedules must be changed on a temporary or ongoing basis for unanticipated reasons shall be notified as far in advance as is practical under the conditions that resulted in the change. Employees who desire a change in their work schedule for personal reasons shall have to submit a written request to their reporting authority. The Head of the Department and Director/Principal shall be the approval authority at Faculty level and Group level respectively. Requests may be denied on the basis of departmental needs and other reasonable considerations. The decision shall be communicated in writing to the employee. The Deans (Directors) shall have to notify the Group Human Resource Office in writing of any approved change in work schedule.

### **SECTION 8: DRESS CODE**

#### **Dress Code**

During office hours or when representing JAIN Group the employees are expected to present a clean, and neat appearance. Employees shall dress and groom according to the occasion and requirements of their position and accepted social standards. This shall be particularly true if the job involves dealing with visitors in person.

The following personal appearance guidelines should be followed:

- Bermudas and shorts do not represent appropriate professional attire.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair and shaved heads, do not present an appropriate professional appearance.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Facial jewellery, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and shall not be permitted during office hours.
- Multiple ear piercing (more than one ring in each ear) is not professionally appropriate and must not be worn during office hours.
- Visible tattoos and similar body art must be covered during office hours.

#### **SECTION 9: HIGHER STUDIES**

### General

JAIN Group is a 'learning organization' promoting learning in higher education. Therefore, the Group believes in promoting learning and development among all the employees through structured learning initiatives in which all employees are encouraged to partake and share their learning with others including students.

## Doctoral Program Education Support to Employees of the Group

Members of the Group Staff having the requisite, minimum qualification can opt for studies either in the Group or any other University for:

- Doctoral Program leading to Ph. D. Degree
- Post-Doctoral Program

Interested staff members are required to make an application to the Principal/Chairman of the Group. The Principal may form a committee to study the request of the candidate for Doctoral program and will communicate the Group's acceptance or otherwise of the candidate's request for support together with the relevant terms and conditions of such approval.

### **SECTION 10: INTELLECTUAL COPYRIGHTS**

# **Intellectual Copyright**

JAIN Group strongly endorses Intellectual Copyright. The purpose of the IPR is to:

- Provide a conducive environment leading to the development of Intellectual Property.
- Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, researchers and students.
- Provide a clear understanding of the rights and responsibilities of the faculty, staff, and students so as to protect the interests of the Group and its members
- Establish an IPR management and procedural guidelines for converting the knowledge generated in the Institute to wealth through IP commercialization
- Enabling the Group to secure sponsored research funding at all levels of research
- Empowering the Group to make beneficial use of such developed IP for themaximum possible benefit of the creators, the Institute, and the Nation at large.

#### **SECTION 11: RECORD KEEPING OF EMPLOYEES**

Employee records in the Group are very important. Employee records have to be maintained from the beginning of the establishment, ever since an academic and non-academic employees have joined and left the university. In the process, a lot of records have been generated to facilitate and support decision making, planning, coordinating and controlling staff activities. Utilization of employee records to meet personnel individual rights gives a reflection of good governance, accountability and respect of human resource rights.

### **Selected Candidates**

All the essential records of selected candidates will be maintained for future purposes irrespective of the acceptance of the job offer made by the Office of Human Resources.

## **Accepted Candidates**

The required documents such as academic records, experience records, medical records, and personal records of the candidates who will accept the job offer will be maintained for the record purpose. The details will be later entered into the software for all official purposes.

#### Personnel File

All documentation relating to the recruitment of the successful candidate shall be transferred to and retained on their personnel file. The file contains records like:

### Personal details of an employee

- a. Resume
- b. ID Proof
- c. Address Proof
- d. Photograph
- e. Family details
- f. Nomination details
- g. Qualification
- h. Personal and emergency Contact details

# Professional details of an employee

- a. Current and previous Appoint/employment letters
- b. Research details
- c. Experience letters

- d. Reference letters/recommendation letters
- e. Salary details
- f. Membership details
- g. Performance records
- h. Leave records
- i. Awards and appreciation letters

### Service Record

A Service Book shall be maintained by the Office of Human Resources for all employees of Group which shall contain such information regarding date of birth, date of appointment, qualifications, scale of pay, increments, probation, particulars of leave and such other information as required by the Office of Human Resources.

#### **SECTION 12: EXIT RULES**

### **General**

This document provides details of the Policies being followed at Group to ensure a smooth separation of an employee. This is applicable for separation of all employeesacross the Group. All employees involved at any stage of the exit of staff should be aware of and adhere to the contents of this policy.

#### **Conditions**

- Employee needs to send a written communication to the immediate supervisor statingher/his intent to resign.
- Merely giving resignation will not mean acceptance, until and unless the resignation isaccepted by the Head of the Institution or appropriate authority.
- All employees whether confirmed or not, will not resign from the services of the Groupin the middle of the academic session.
- An employee who has put in service for a period less than 1 year shall serve minimum 30 working days' notice and an employee who has put in service for a period over 1 year shallserve minimum 90 working days' notice, if it does not fall in the middle of the academic session.
- Employees in administrative grade shall serve minimum 90 working days' noticeirrespective of their association to the Group.
- The Office of Human Resources will decide on the employees last working day in the Group, in consultation with the HOI.
- Abuse of notice period or failure to observe proper procedures of Exit may be cause for disciplinary action which may include non-issuance of relieving letter/ service

letter/salary dues and any or all related documents.

- Group reserves the right to continue or terminate the contract on completion of the contract term. An employee has to serve adequate notice as per terms of employment if she/he wishes to resign before the completion of contract term.
- No leave shall be granted during the notice period. If availed, it will not be counted towards the notice period, will not be paid for and the relieving date will get extended by the duration of the leave taken.
- An employee serving notice is liable to continue performing her/his regular duties. If any indifference is observed during the notice period, Group can initiate appropriate disciplinaryactions.
- An employee can buy notice period by paying applicable gross salary In lieu of Notice period. The decision to allow notice period buy out will be at the discretion of the Group management.
- It is obligatory for the employee to finish the task in hand before the specified date of release and hand over the completed assignment /task to the superior/HOD prior to the last workingdate.
- All certificates/forms/letters/documents will be put on hold if the employee does not complete the separation process as per the laid-out policy. If the employee has any issues/ requests, then these should be discussed and approved by HOI and Director - Human Resource.
- While handing over the Institution property, the employee needs to ensure that the
  Institution related data/information stored in the laptop/ iPad/ all electronic storage
  devices are intact and no data is deleted. This will be verified by the person taking the
  handover / department head/ HR. If any data is found tampered or missing, then strict
  action will be initiated.
- The employee shall get the relieving letter and the experience letter on the date of relieving after she/he has completed all the exit formalities. The employee will be notified about the full and final settlement.
- Any claim on leave to the credit of an employee, who is dismissed or removed or who resignsfrom service, ceases from the date of such dismissal or removal or resignation.
- No Dues Certificate from the HOI is a mandatory document to conduct exit process and full and final settlement.

An employee may be separated from her/his services with the Group due to the following reasons:

- 1. Voluntary
- 2. Involuntary

- 3. End of term of employment
- 4. Retirement
- 5. Death

## **Voluntary Separation**

# Resignation

Resignation is a voluntary separation initiated by the employee when the employee is desirous of leaving the services of the Group.

# **Separation Process**

- Employee who wishes to separate from the services at Group must initiate the process by submitting a written notice of resignation to the HOI. This is required toconfirm the decision.
- HOI shall counsel the employee, if employee still insists to leave the Group, HOI
  acknowledges resignation in writing and forwards a copy of the letter of
  resignation to Office of Human Resources with details of cause of resignation,
  consideration of notice period if part of agreement and date of relieving.
- HOI forwards the confirmation of employee's last working day to the Office of HumanResources.
- The Office of Human Resource writes to the employee to invite her/him for exit interview and enclose an exit interview questionnaire to complete in preparation for the interview. The exit interview provides employee to freely express views about working with the Group and will be held in strict confidence. To ensure that the employee feels confident enough to make constructive comments, the interview will be conducted by an appropriate member of the Human Resources team.
- The Administrative Office of the constituent campus issues a No Due Form. Employee has to take signatures of authorized signatories of the departments asmentioned in the No Due Form.
- The HOI will ensure complete handover from the exiting employee and giveclearance through NDC.
- The completed form is submitted to Office of Human Resource for final settlement.

## Conditions during the notice period

- After an employee has submitted the resignation or confirmed intention to leave to the HOI, employee is expected to co-operate with the systematic planning of handover of work assignments and work schedules within the department.
- The salary for the month in which the employee's resignation is accepted (minimum one month) will be kept on hold and will be released along with the full and final settlement payments

# **Involuntary Separation**

#### **Termination**

Termination is an involuntary separation initiated by the employer/Group may be due to employee misconduct, unapproved absence, job abandonment, unsatisfactory performance, violation of service condition or terms of employment, disability due to illness/accident or layoffs.

### **Separation Process**

- Involuntary exit of an employee needs be initiated only after the disciplinary procedure is
  followed and where appropriate enquiry is conducted. The objective is to provide
  adequate opportunity for the employee to present her/his case or provide time for
  improving performance.
- In case of involuntary exit of employee, before any action is taken to discharge an employee, the HOI shall request a review by the Group and Office of Human Resource of all the opportunities given to the employee to improve performance.
- The Review committee consists of employees, HOI, HOD, Registrar and Director Office of Human Resources
- If the review committee recommends dismissal, Office of Human Resources and the immediate reporting authority shall notify the employee and coordinate the exit process

# **End of Term of Employment**

Employees on Training / Contract / Adjunct/ Limited term employment / Retainership for a specific, time-bound role will be relieved on the last working day as per the contract terms. The contract automatically expires on the last date of contract as

mentioned in the terms of contract without further information or intimation from Group.

#### Retirement

An employee on attaining the retirement age will superannuate from the Group. Retirement age for Non-Academic staff is defined as 60 and for Academic Staff is also 60. The employee will be superannuated on the last working day of the month in which she/he attains the age of 60. Handing over process and exit process will be as per the Voluntary separation process.

#### Death

A termination due to the death of an employee will be made effective as of the date of death

# **Separation Process**

- Upon receiving notification of death of an employee, the HOI shall notify the Office ofHuman Resources immediately
- Office of Human Resources will process any outstanding salary, entitlements and any other dues, as from the last known working day
- The family members of the deceased employee, will be requested to handover all the Group property (including laptop and data) to Office of Human Resources. The handing over process should be completed within 2 months of the death
- Death Certificate and nomination details needs to be submitted to Office of Human Resources.

### **Full and Final Settlement**

- The employee must obtain signatures from all concerned departments on the No DuesForm and submit it at the administrative office for HOI consideration
- The No Dues Form captures the details related to an employee's dues if any with respect to the department, library, sports, facilities, bank, finance and any/all undertaking or bond executed with the Group.
- The Office of Human Resources shall write to the Group Office informing about the exiting of the employee and also to rule out if any/all communication from the Group Office has been sent to the employee 3 months prior to her/his exit which requires attention.

- The full and final amount will be paid to the employee after recovering all advances /outstanding dues, if any.
- The final settlement shall be done by cheque, and under normal circumstances the Office of Human Resources shall dispatch the settlement cheque at the permanent address or the address provided by the employee in the No Due Certificate, within two months from the last working day.
- Apart from salary payable for the due months and reimbursements, if any, will get added tothe full and final settlement
- Notice period amount where applicable, excess leave availed, excess salary paid, TDS, salary advance and any/all loan amount if any will be deducted from the full and final settlement amount. The onus of providing investment declaration for tax deduction with proof is with the employee, which should be given to the Office of Human Resources 15 days before the completion of last working date. If the Office of Human Resources does not receive the data, then, the full and final settlement shall be completed on receipt of the same.
- All items loaned or signed out to the employee by the company must be returned in full
  working condition at least one day before the last working day. Any such items not
  returned by that date will be billed to the employee at their cost and may be deducted
  from the full and final settlement. These items include but are in no way limited to
  keys, laptops, and office equipment.

### Post full and final settlement process:

• The communication for disabling the email id and removing names from all the group email ids shall be sent by the Office of Human Resources after the exit process. If the access to email is required to be kept active, the password will be shared with the employee nominated by the HOI

As an ongoing process, Office of Human Resources will record the list of employees exiting or exited from the Group with the details of employee ID, School, Department, date of joining, date of resignation, date of leaving, notice period status (completed or waived), type of exit, status of final settlement, date of settlement initiated by the Group, date of settlement done, experience and relieving letter issued and a copy of the list of employees shall be shared withthe Group office and payroll team

### **SECTION 13: GRIEVANCE PROCEDURE**

At JAIN Group, no employee will be disciplined, harassed, intimidated, or retaliated against for discussing workplace issues, concerns, and complaints, or for utilizing thegrievance procedure.

- An employee may express her/his grievances in writing for resolution initially to the Headof the Department.
- Where the Head of Department fails to resolve the grievance within a stipulated number of working days, such grievance shall be referred to the Principal who shall handle the grievance and shall conclude it within a stipulated number of working days.
- Where the Principal fails to resolve the grievance, such grievance shall be
  forward to "Staff Grievances and Redressal Committee" constituted and chaired by
  the Chairman/Director Human Resources. The Committee shall resolve the
  grievance of the employee within the stipulated number of working days from the
  date of receipt of the grievance from the respective Principal. The decision of the
  Committeeshall be deemed final.

In each of the cases the employee shall be notified/ intimated by a written communication from the Head of the Department / Principal / Staff Grievances and Redressal Committee as the case maybe.

### SECTION 14: LEARNING, RESEARCH, AND CAREER DEVELOPMENT

### General

JAIN Group is a 'learning organization' promoting learning in higher education. Therefore, the Group believes in promoting learning and development among all the employees through structured learning initiatives in which all employees are encouraged to partake and share their learning with others including students.

### **Training**

The Group believes in continuous training of all the staff members for the development of their knowledge, skills and attitudes required for performing their current and future job roles effectively.

All Staff members are encouraged to attend reputed National or International conferences/seminars/workshops etc. Principal in consultation of the Head of the Department shall decide the usefulness of such programs and recommend to the Group the names of staff members for attending the programs for approval. As far as possible, such recommendations should be avoided during active module teaching periods.

After attending conferences / workshops, it shall be mandatory for all deputed staff to submit a copy of the proceedings, documents, etc. to the Group Library and the Faculty Library. In addition, the staff may be required to make a presentation on the conference or training program attended to the department. This may be also applicable to any kind of dissertation work tending to higher degrees.

### TNI, Assessment

The employees training needs are assessed based on superior's reports, and through observation of their performance.

### **Training Calendar, Training Design**

A training calendar is prepared for faculty and non-teaching staff to facilitate participation in the training activity. The programs are designed based on the performance gaps and also the future requirements of the job and roles to be performed by the employees.

### **Training Evaluation**

Every training program shall be evaluated in order to know the effectiveness of it and its usefulness at the workplace.

## **Job Rotation as Training**

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The Group believes in preparing employees with versatile skills by rotating them in

diverse jobs and helps them experience variety of jobs resulting in motivation.

# **Personal Development**

The Group inspires critical thinking, personal development and a passion for lifelong learning among the employees. The Group encourages Personal Development of a faculty memberthrough R&D, Paper Presentation, conducting workshops, seminars, MDPs etc. Such participations allow them to learn from multiple dimensions.

### **Participation in International Seminars**

The faculty members of the Group are encouraged to attend international seminars.

### **Deputation to Paper Presentation**

The Group encourages employees to attend seminars/conferences to present papers and the expenses incurred towards which are reimbursed as per "The Group Policy on Research Incentives", to the extent specified by the competent authority each year.

### Organizing Seminar, Conferences, FDPs etc.,

The Group encourages members to organize seminars, conferences, FDPS, with some initial capital and encourage them to raise additional fund.

# **Research & Development**

The Group has established a research and development cell which provides seed capital for research and development activities by the employees.

### **Funded Projects**

The Group will encourage employees to apply for research and development projects, uponcompletion of which, the earnings are shared with the employees as per "The Group Policy on Consultancy".

### **Sponsored Research**

Members are encouraged to get sponsored research by the government or other institutions and special provisions in the form of relaxation of duties are made to ensure that they complete such work.

### **Consultancy Work**

The Group supports employees to bring consulting assignments and upon successful completion, the earnings are shared with the employees concerned as per "The Group Policy on Consultancy".

### **SECTION 15: STAFF INCENTIVE, BENEFITS AND WELFARE**

## **Employee Provident Fund Scheme**

All the members of staff other than those who joined in the Group after completing the age of 58 years or staff appointed as Apprentice or Adhoc appointments are enrolled under the EPFscheme from the date of joining in service. The deduction of EPF contribution from the employees is at the rate of 12% of their pay (Both Basic Pay + DA put together) with a maximum pay limit of Rs. 15,000 per month and EPF amount is capped to Rs.1800 maximum.

## **Gratuity**

All the members of staff (Teaching & Non-teaching) who have put in a minimum of 5 years' continuous service (excluding leave on loss of pay) in the Group shall be paid service gratuity at the rate of approximately 1/2 month's wage salary.

## **Employees' State Insurance (ESI)**

The employees of JAIN Group are also governed by ESI scheme. This is applicable only to those drawing gross salary less than Rs. 21,000/- per month.

#### **Staff Insurance and Medical Schemes**

All members of staff (Teaching and Non-teaching) are covered by a group personal accidentpolicy. The premium is paid by the management during June / July each year. The befits of the scheme shall be a sum of rupees one lakh (Rs. 1,00,000 / -) per person for death and permanent total disablement, only if rising out of accident.

#### **Domestic Travel**

The Group will reimburse employees for all expenses necessary, reasonable and actually incurred when traveling on authorized JGI Group work. Travel expenses shall be properly documented and approved on a Travel Expense Report.

#### Incentive for Research and Publication

JAIN Group motivates the faculty members to undertake quality research, consultancy and other related activities. The Incentive for Research and Publication covers all faculty members of all Departments. The scope of the scheme envisages in the following:

- To motivate faculty members to concentrate on research related activities in addition To the teaching so as to publish articles in reputed refereed international and national journals with impact factor.
- To pursue efforts to write books, monographs for publication by International andNational publishers of repute.

- To evince interest among the members of faculty so that they take efforts to establish collaborative research projects with their counterparts in reputed foreign Universities.
- To encourage the faculty to submit proposals and secure funded research projects from various funding agencies in India and abroad.
- To undertake consultancy projects sponsored by both the Government and PrivateIndustrial and other organizations.
- To encourage creativity in the minds of faculty, so that they make original contributions by way of products, concepts etc. and obtain patents.

# **Doctoral Program Education Support to Employees of the Group**

Members of the Group Staff having the requisite, minimum qualification can opt for studies either in the Group or any other Group for:

- Doctoral Program leading to Ph. D. Degree
- Post-Doctoral Program

Interested staff members are required to make an application to the Principal of the Group through the Head of the Department. The Chairman/Principal may form a committee to study the request of the candidate for Doctoral program and will communicate the Group's acceptance or otherwise of the candidate's request for support together with the relevant terms and conditions of such approval.