

STATEMENT OF MAIN TERMS AND PARTICULARS OF EMPLOYMENT

POSTDOCTORAL RESEARCHER

NAME: Ajitanshu Vedrtnam

ADDRESS: ajitanshu.m@invertis.org

POST: Postdoctoral Researcher

PLACE OF WORK: School of Engineering, NUI Galway

HEAD OF SCHOOL: Prof. Padraic O'Donoghue

PRINCIPAL INVESTIGATOR: Prof. Jamie Goggins

REPORTS TO: Prof. Jamie Goggins

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

DURATION OF POST: 01st October 2021 – 30th September 2022

1. Position

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

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

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

Furthermore, please note that your continued employment by the University is contingent on the ongoing availability of work of the type in which you are currently engaged. Should the University's requirements for this work decline or cease in full, for whatever reason, the University reserves the right to reassign you to alternative work in line with your skills and experience and its organisational requirements. Should such reassignment opportunities not exist the University may have to terminate your employment in the future.

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

2. Probation

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

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

3. Duties

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

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

4. Notice

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

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

5. Rate of Remuneration

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

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

6. Income Protection Scheme

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

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

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

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

7. Group Life Plan

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

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

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

8. Hours of Work

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

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

9. Annual Leave

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

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

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

10. Sick Leave

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

11. Health & Safety

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

See <u>Health & Safety</u>

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

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

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

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

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

You should advise your mortgage/insurance provider that part of your home is being used by you for business purposes.

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

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

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

12. Work outside the University

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

13. Confidentiality

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

14. Intellectual Property

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

15. Performance Appraisal

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

16. Pension

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

17. Retirement

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

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

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

18. Policies and Procedures

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

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

Child Protection PolicyGood Practice in ResearchGrievance ProcedureResearch misconduct

<u>Disciplinary Procedure</u> <u>Publishing Guidelines for Researchers</u>

Anti-bullying Ethics in research
Guidance note on the Principle of "Natural Justice" Data Protection

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

19. Collective Agreements

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

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

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

SIGNED: DATE:

(Researcher)

SIGNED: DATE: 03/08/2021