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Partizanska bb
6000 Ohrid
Republic of Macedonia

Бр. 03-789/1
Охрид, 17.8 2017 год.

CONTRACT FOR PROVISION OF INTELLECTUAL SERVICES

THIS CONTRACT for Provision of Intellectual Service (hereinafter "the Contract"), made in accordance with Article 619 of the Law on Obligations ("Official Gazette of the Republic of Macedonia" No. 18/2001, 4/2002, 5/2003, 84/2008, 81/2009, 161/2009 и 123/2013) and Article 13, Paragraph 1 and Paragraph 2 of the Guidelines on selecting international professors of the University of Information Science and Technology "St. Paul the Apostle" Ohrid (No. 02-1753/6 from December 20th, 2011), is entered into by and between Prof. D-r. Ninoslav Marina, PIN: 2509974450094, the Rector of the University of Information Science and Technology "St. Paul the Apostle" Ohrid (hereinafter "the Rector", as the duly authorized agent and representative of the University of Information Science and Technology "St. Paul the Apostle" Ohrid, a publicly funded university established by the Parliament of the Republic of Macedonia with address Partizanska bb, Registry No. 6500528, ID for VAT: 4020009508037, as the Beneficiary of intellectual services (hereinafter "the Beneficiary"), and **Amita Nandal**, PhD, from India, with Passport No: R2254435, as the Provider of intellectual services (hereinafter "the Provider") on August 16th, 2017,

WHEREAS, the Beneficiary and the Provider (hereinafter "the Parties") voluntarily, knowingly and without duress or undue influence desire to enter into a formal contract, under the terms of which the Beneficiary engages and appoints the Provider for the academic year and the position specified below NOW, THEREFORE, the parties hereto mutually promise, covenant and agree as follows:

Article 1. ENGAGEMENT AND APPOINTMENT

The Beneficiary hereby agrees to engage the Provider for the 2017/2018 academic year, with duties commencing on September 15th, 2017 and concluding on September 15th, 2018.

The Provider shall be appointed for the position of assistant professor.

Article 2. PROVIDER'S DUTIES

The Provider shall provide those services, that is, shall perform those duties which are customarily performed by those in similar positions in universities and other services, that is, duties as specifically discussed with the Rector, primarily:

- to hold lectures and tutorials on courses assigned to him/her;
- to teach, coach, counsel, supervise and mentor students and teaching assistants;

- to hold exams, midterms, quizzes and other forms of knowledge checks;
- to work in partnership with students' parents;
- to work collegially with administrators and fellow teachers;
- to advocate and promote the Beneficiary;
- to maintain regular communication with students and other employees;
- to input service-related data in the Beneficiary's database in a timely manner;
- to check and grade student's seminar and diploma papers;
- to keep and manage a class attendance roster;
- to publish text books, teaching materials and scientific and research papers;
- to participate in scientific and research projects;
- to participate in review committees and prepare reports on election of teachers and teaching assistants;
- to act upon instructions of the ECTS and Student Affairs Office concerning the documentation for the exams, midterms, publishing the basic literature and other duties stemming from the laws and the Beneficiary's rules, regulations and requirements; as well as
- to provide other services as required by the laws and the Beneficiary's rules, regulations and requirements.

The Provider acknowledges that the position specified is a full-time occupation. During the term of this Contract, the Provider shall not, without the prior written consent of the Rector, engage in the operation, management, or conduct or any other occupation or business.

Article 3. COMPLIANCE WITH REGULATIONS

The Provider agrees to support the Beneficiary's mission, vision and values and to perform the duties in a professional manner and in compliance with any rules, regulations and requirements established by the Beneficiary.

The Provider acknowledges that the Beneficiary's rules, regulations, and requirements may be amended and modified by the Beneficiary at any time during the term of this Contract.

Article 4. MONTHLY SALARY

In consideration for the Provider's services, the Beneficiary agrees to pay the Provider the monthly salary of EUR 2.000,00 (two thousand euros) each month during the period from September 15th, 2017 until July 15th, 2018, payable in Macedonian denars against the official median EUR/MKD exchange rate in effect on the payment processing date. The contract parties agree no salary to be paid for the period from July 16th, 2018 until September 15th, 2018.

In the event of early termination of this Contract for any reason by the Beneficiary, the monthly salary shall be prorated to the date of termination. All necessary deductions will be taken as required by national laws and those voluntarily requested in compliance with the policies of the Beneficiary.

Article 5. REIMBURSEMENTS

The Beneficiary shall reimburse the Provider for 1 (one) round-trip, commercial coach class airfare from the Provider's place of residence to the city of Skopje, Macedonia, given the geodesic distance between the former and the latter exceeds 500 km, using lowest logical airfare and advance purchase options, upon receipt of a proper invoice and supporting documents (ticket and boarding passes).

Article 6. **BENEFIT PROGRAM**

The Provider shall be permitted to participate in any Benefit Program that the Beneficiary may from time to time have in effect for its providers the extent of the Provider' eligibility.

Article 7. **EARLY TERMINATION**

The Beneficiary may terminate this Contract pursuant to and in accordance with the Article 113 or the Article 648 of the Law on Obligations ("Official Gazette of the Republic of Macedonia" No. 18/2001, 4/2002, 5/2003, 84/2008, 81/2009, 161/2009 и 123/2013) or for good cause as shall be determined in the exclusive discretion of the Rector, in advance of the date set forth above and effective immediately upon written notice of such termination to the Provider.

It is specifically understood that good cause for discharge from paragraph 1 of this article, shall include but not be limited to:

- a material breach by the Provider of the Beneficiary's rules, regulations, and requirements, or the terms of this Contract, or the instructions of the Provider's superior(s) relating to the conduct of the Provider's work and the performance of the Provider's duties, or
- the Provider's failure to abide by standards of conduct and behavior reasonably expected in universities of similar quality and reputation, or
- the Provider's inability because of longstanding illness or incapacity to perform his/her duties.

The Provider may terminate this Contract for convenience and in good faith upon giving a 30 (thirty) day prior notice to the Beneficiary. In the event of such termination, the Provider agrees to pay to the Beneficiary damages equivalent to the amount of the monthly salary as stipulated in Article 4 of this Contract multiplied by the number of months and fractions of months remaining until the terminal date of this Contract, September 15, 2018.

Article 8 **CONTRACT RENEWAL**

This Contract may be renewed within one month prior to its terminal date given that the Provider:

- scores a grade average at the annual self-evaluation of no less than 3.00,
- secures a positive reference from the Beneficiary's review committee,
- wins at least one international scientific or research project (bilateral or multilateral scientific project, inter-university project, scientific project financed by various funds and entities, research and development project funded by various international entities, organizations or institutions) on behalf and for the account of the Beneficiary, and
- publishes at least 1 (one) article in an international scientific peer reviewed journal with an impact factor of no less than 0.3.

It is expressly understood and agreed by and between the parties to this Contract that, without more, neither the Provider nor the Beneficiary owes any subsequent contractual obligation or service to the other after the terminal date of this contract, September 15th, 2018. The Provider understands and agrees that he shall have no legal cause against the Beneficiary in the event that the Provider is not offered a contract for a subsequent year.

Article 9. **NOTICE**

Any notice required or permitted hereunder shall be made in writing and either personally delivered to the Provider or mailed to the Provider at his/her address on file with the Beneficiary by certified or registered mail, return receipt requested. In the event of mailing, the notice shall be effective on the date of its mailing.

Article 10. **AMENDMENT AND WAIVER**

No amendment or modification of this Contract shall be valid or binding upon the Beneficiary unless made in writing and signed by a duly authorized agent of the Beneficiary.

The waiver by the Beneficiary of the breach of any provision of this Contract by the Provider shall not operate nor be construed as a waiver of any subsequent breach. The Beneficiary's failure, for whatever reason, to insist upon enforcement of any provision of this Contract shall not be construed as a waiver of its right to do so at any later time.

Article 11. **GOVERNING LAW**

The validity and effect of this Contract and the rights and obligations of the parties hereto shall be construed and determined in accordance with the laws of the Republic of Macedonia, especially the Law on Obligations ("Official Gazette of the Republic of Macedonia" No. 18/2001, 4/2002, 5/2003, 84/2008, 81/2009, 161/2009 и 123/2013).

Any lawsuit arising out of or relating to this Contract shall be commenced and resolved in the Basic Court of Ohrid.

Article 12. **ENTIRE CONTRACT**

This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous contracts, arrangements, and communications between the parties dealing with such matter, whether oral or written.

Article 13. **ASSIGNMENT**

This Contract shall be binding upon and shall inure to the benefit of the transferees, successors and assigns of the Beneficiary.

The assignment by the Provider of this Contract or any interest herein or of any money due or to become due by reason hereof shall be void without the prior written consent of the Beneficiary.

This Contract must be returned, signed by the Provider, within 15 (fifteen) days of the date it is offered, or the offer of the Contract contained herein is automatically revoked, unless the Beneficiary ratifies the Contract.

BENEFICIARY:

University of Information Science and
Technology "St. Paul the Apostle" Ohrid

PROVIDER:

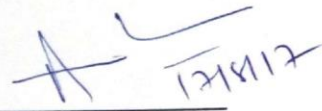
Amita Nandal, Ph.D.

Represented by:

Prof. D-r. Ninoslav Marina, the Rector of the
University of Information Science and
Technology "St. Paul the Apostle" Ohrid

Date presented: August 16th, 2017

Date signed: _____

Handwritten signature and date: 17/8/17



**NATIONAL INSTITUTE OF TECHNOLOGY,
HAMIRPUR | H.P | -177005.**

Ph.01972-222308, 224390
Fax:01972 223834 & 222584

No. NIT/HMR/Admn.PF-876/2015/- 7540

Dated:- 30/9/2016

TO WHOM IT MAY CONCERN

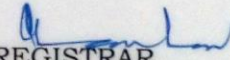
This is to certify that Dr. Amita Nandal D/o Sh. Satyavir Singh Nandal has worked in this Institution purely on contract basis in the department of Electronics & Communication Engineering as per detail given below:-

S.No.	Post Held	Contract Period	Consolidated salary paid P.M.
2	Lecturer	21/8/2012 to 3/3/2014	Rs. 38000/-
3.	Lecturer	4/3/2014 to 31/7/2015	Rs.47,200/-
4.	Lecturer	04/08/2015 to 30.9.2016	Rs.54,000/-

She bears a good moral character as per record of this Institute.

Dr. Amita


Head
E & CE Department
NIT Hamirpur-177005 (H.P.)



REGISTRAR,
NIT HAMIRPUR (HP).



SRM
UNIVERSITY
(Under section 3 of UGC Act 1956)

E 9 FEB 2011

Prof. N. Sethuraman, M.A., M.Phil., Ph.D
Registrar

No. SRMU/Reg./Esst./Appt.3082.1 (vol. 77)/2011/ 507 Date: 08/02/2011

Sub: SRM University - Establishment - Appointment - Teaching Assistant -
Department Electronics and Communication Engg. - Orders issued - Reg.

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Ms. Amita Nandal, Ph.D. candidate SRMEC, Kattankulathur is appointed as Teaching Assistant. Department of Electronics and Communication Engg., SRMEC, Kattankulathur on a consolidated monthly assistantship of Rs. 4,000 (Rupees Four thousand Only) to be calculated on pro rata basis.

1/3

Registrar
SRM UNIVERSITY
SRM Nagar, Kattankulathur - 603 203.
Kancheepuram - Dist.,
Tamil Nadu, India.

To
Ms. Amita Nandal (through HOD)
Ph.D. candidate

- The Director (E&T)
- The HOD of Electronics and Communication Engg.
- The Assistant Registrar

Copy submitted to the Chancellor for kind information.
Copy submitted to the Pro Chancellor for kind information.
Copy submitted to the Vice Chancellor for kind information.
Copy submitted to the Pro Vice Chancellor for kind information.
Copy submitted to the Provost for kind information.
Copy submitted to the Pro Chancellor (P&D) for kind information.



P. D. M. College of Engineering for Women

(Approved by A.I.C.T.E., Govt. of India & Affiliated to M.D. University, Rohtak)
Sector 3-A, Sarai Aurangabad, Bahadurgarh-124507 Distt. Jhajjar. (Haryana)
E-mail : pdmcefw@rediffmail.com Website : www.pdmrea.com
Telephone : 01276-221720-723 Fax : 01276-221714-715

Ref. No. PDMCEW/2010/53

Dated : 11-01-2010

TO WHOM IT MAY CONCERN

This is to certify that Ms. Amita Nandal has worked as Assistant Professor in the Department of Electronic & Communication Engineering, P.D.M. College of Engineering for Women, Sarai Aurangabad, Bahadurgarh from 17-07-2009 to 11-01-2010.

During the above said period, her conduct and character is found to be satisfactory.

M. Venu Gopal Rao
Principal

Dr. M. Venu Gopal Rao
B.E, M.Tech, Ph.D



P. D. M. College of Engineering for Women

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Telephone : 01276-221720-723 Fax : 01276-221714-715

Ref. No. PDMCEW/2010/53

Dated : 11-01-2010

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M. Venu Gopal Rao
Principal

Dr. M. Venu Gopal Rao
B.E, M.Tech, Ph.D



SRM
UNIVERSITY
(Under section 3 of UGC Act 1956)

Prof. N. Sethuraman, M.A., M.Phil., Ph.D

Registrar

No. SRMU/R/Appointment/2008) 235

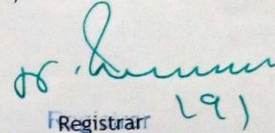
Dt. 19/01/2009

Sub: SRM University - Establishment - Appointment - Teaching Assistant -
Department Electronics and Communication Engg. - Orders issued - Reg.

...

Ms. Amitha Nandal is appointed as Teaching Assistant, Department of Electronics and Communication Engg., SRMEC, Kattankulathur on a consolidated monthly assistantship of Rs. 4,000 (Rupees Four thousand Only) to be calculated on pro rata basis.

(By order of the Vice Chancellor)


Registrar

SRM UNIVERSITY
SRM Nagar, Kattankulathur-603 203
Kancheepuram - Dist.,
Tamil Nadu, India.

To
Ms. Amitha Nandal
M.Tech Final Year student

- The Director (E&T)
- The Associate Director (E&T)
- The Head, Department of Electronics and Communication Engg.
- The Assistant Registrar (E&T)

Copy submitted to the Chancellor for kind information.
Copy submitted to the Pro Chancellor for kind information.
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Copy submitted to the Pro Chancellor (P&D) for kind information.