



BIM
ESTABLISHED 1984

**BHARATHIDASAN INSTITUTE OF MANAGEMENT
TIRUCHIRAPPALLI - 620 014**

SERVICE RULES AND REGULATIONS

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Bharathidasan Institute of Management (BIM)
BHEL Complex, MHD Campus, BHEL Trichy Main Office Road,
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1. INTRODUCTION

These Rules will apply to all employees of the Institute. They may be supplemented or amended by the Board of Governors (BoG) from time to time.

1.1 Definitions:

- i. "Institute" and "Employer" mean the Bharathidasan Institute of Management, Tiruchirappalli.
- ii. "Board" means the Board of Governors of the Institute.
- iii. "Director" means the Director of the Institute.
- iv. "Faculty" means the Faculty of the Institute.
- v. "FAO" means the Institute's Finance and Accounts Officer, and "CAO" means the Chief Administrative Officer.
- vi. "Research Associate" means persons employed in the Institute under the "Research Associate" category.
- vii. "Administrative Staff" means persons serving in the Institute in any capacity other than "Faculty" and "Research Associate." For this Manual, "Administrative Staff" would be referred to as "Staff." Administrative staff does not include staff members appointed from workforce agencies working with the institute.
- viii. "Employee" means anybody who the Institute has employed under its payroll.
- ix. "Area" means the various Academic Areas of the Institute.

Committees at BIM Tiruchirappalli: BIM Tiruchirappalli is administered/managed by several faculty committees, which the Director appoints on a need-basis.

1.2 Applicability

These rules are called "Service Rules" for Teaching and Non-teaching staff of Bharathidasan Institute of Management, Tiruchirappalli, and apply to all temporary, contractual, and permanent teaching and non-teaching staff. When special rules apply to faculty, those provisions override this rule. These rules are integral to all employment contracts existing and included with Bharathidasan Institute of Management, from now on referred to as the "Employer."

All teaching and non-teaching staff are requested to familiarize themselves with the rules immediately upon appointment since their services will be governed and regulated by these rules, in addition to other conditions that may be spelled out in individual appointment letters, contracts of service, settlements, or office orders.

The contract conditions will prevail over these service rules regarding contractual appointment. These service rules will apply to matters not explicitly dealt with in the contract agreement.

1.3 Authority

The Institute is wholly administered by the Board of Governors of Bharathidasan Institute of Management, Tiruchirappalli. Management reserves its right to alter, amend, repeal, or annul any or all of the rules and regulations. The term 'Management' is used hereafter in this document to mean either the Board of Governors, the Director of the Institute, or both, as the context demands.

1.4 Classification of the Employees

Employees shall be classified into any of the following categories:

1.4.1 On Contract:

This means the tenure of employment is for a specified period, and the employee is entitled to only the benefits specified in the appointment contract. Such contract employees shall not have any right to claim permanency or regularization of their employment in the organization after the expiry of the specified period. Unless terminated earlier by one week's notice, such appointment will automatically end at the expiry of the specified period, and no notice or compensation will be payable.

1.4.2 Permanent:

The permanent employee is employed permanently and is informed accordingly in the appointment order or by letter or order at a later date.

1.4.3 Temporary:

A temporary employee will include the following-

- a. A person who is appointed for a limited period mentioned in the appointment letter or
- b. A person who is appointed for work of an essentially temporary and is not intended to be carried out permanently or
- c. A person employed in connection with the temporary increase in work of a permanent nature or
- d. A person employed to work provisionally for a limited period in a post till permanent arrangements for filling that post are made.

2. CODE OF CONDUCT

2.1 Faculty should follow a formal dress code for official functions, especially events like the admission process. Accordingly, all faculty will follow the following dress code.

Gentlemen:

- Full Sleeve Shirt
- Formal Trousers
- Formal Shoes
- Tie/Blazer (Optional)

Ladies:

- Indian Formals (Suit with dupatta/saree) or
- Western formals (Sleeve Shirt, Formal Trousers/knee length skirt/formal dress)
- Suitable Shoes (formal shoes, closed shoes or sandals with wedge heels, or flat mojris which are not too colorful) as per the dress
- Blazer (Optional) [vide office order dated 04.03.2023]

2.2 Participation in Convocation/Graduation Day is mandatory for all regular and adjunct faculty. [vide office order dated 19.12.2023]

2.3 Conducting Official Meetings: It's essential to schedule and hold meetings because it allows employees to discuss their thoughts, ideas, and concerns in a comfortable and

collaborative environment. This also provides coworkers a collaborative space to express opinions and update each other on current tasks freely. When conducting a meeting, consider sending an agenda and informing employees of the meeting's topic beforehand to ensure it is productive and engaging. The following process needs to be maintained-

- a) The meeting organizer shall send an email invite to the intended participants at least 24 hours before the commencement of the meeting, along with a brief note on the purpose of the meeting and the draft agenda. In exceptional circumstances, a meeting can be called with a notice period of less than 24 hours.
- b) The organizer should provide a reasonable time so the participants can fit the meeting into their other commitments, particularly teaching-related ones.
- c) The Director shall be copied in the above email. The Director may suggest modifying the agenda items by adding, editing, or deleting any agenda items, which shall be binding on the meeting.
- d) The agenda shall concern various operational aspects of the Institution and should not affect the behavior of targeted individuals.
- e) Discussions should be restricted strictly to agenda items. Sometimes, discussions on agenda items may lead to ancillary subjects, which the meeting Organizer may permit. The organizer must redirect the meeting to the agenda items if the discussions go astray.
- f) The meeting organizer should ensure that the meeting is within the planned duration.
- g) The organizer should make the draft minutes and circulate them by email to all members who attended the meeting. The Director shall be copied in this email. This email must be sent within 24 hours of the conference's conclusion.
- h) If any member requires edits, the member should give the suggested wordings to be added or proposed alterations to the draft minutes to the Organizer. The Organizer may make the corrections or discuss them with the concerned member, and both shall agree on the edit requested.
- i) If any follow-up actions are suggested in the meeting, the Organizer shall take up follow-up actions or delegate them to the appropriate persons. (vide MoM dated 20.04.2023 conducted by SVV & RS)

2.4 Academic Course Administration

- a) Generally, the maximum number of sessions (1 session equals 70 minutes) per course per day shall be limited to 2 per day with a ceiling of 6 sessions per calendar week. Any change to this policy must be duly approved by the PGP and the Director, apriori. This comes with immediate effect.

- b) During the regular progress of any course being offered, any master class by external resources will not be considered towards the academic load of the full-time regular internal faculty. This comes with immediate effect.
- c) External resources may handle up to 20% of the sessions in any course run by a full-time internal faculty member. In the case of co-teaching, the workload will be calculated based on the number of sessions handled, which shall have been decided and approved by the PGP and the Director, apriori. (vide Academic Council Meeting dated 13/02/2023)

3. NORMS AND AMENITIES FOR THE FACULTY

3.1 Conveyance Allowance: Reimbursement of conveyance allowance is as shown below-

Level	Conveyance Allowance (Rs. Per month)
Professor	1200
Associate Professor	1100
Assistant Professor	1000

(Approved by 69th BOG meeting held on 22.01.2011)

3.2 Mobile Bill Allowance: The monthly charges, rentals, service tax, etc., shall be borne by the institute to the extent of Rs. 800/- per month. For faculty entrusted with additional academic and administrative work, the monthly ceiling will be Rs. 1000/- per month. (Approved by 69th BOG meeting held on 22.01.2011)

3.3 Book Allowance: All faculty members will be entitled to reimbursement of expenditure on purchasing books related to their work and subscription to professional journals up to a maximum limit of Rs. 10000/- in an academic year. The cost of books purchased will be reimbursed based on cash invoices/proof of payment. Subscriptions to professional journals shall be made through the office. (Approved by 69th BOG meeting held on 22.01.2011). This Book Allowance amount can also be used to purchase Kindles and software for personal use or to take membership in a professional association related to the faculty's field of work. (Vide Office order dated May 23, 2024)

3.4 Leave Encashment:

Surrender of EL: The Earned Leave (EL) at an employee's credit on the date of retirement can be encashed subject to a maximum of 240 days and shall be eligible for the cash equivalent of full leave salary.

Surrender of Unearned Leave on Private Affairs: Eligibility-180 days

The Unearned Leave on Private Affairs on the date of retirement shall be encashed subject to 50% of the leave on Private Affairs standing to the credit of the employee subject to a maximum of 180 days with full leave salary in cash.

3.5 Medical Insurance: All regular employees of BIM and their spouses are covered under a Group Medical Insurance Scheme for a sum assured of Rs 5 Lakh each. The employee is responsible for 25% of the annual premium.

3.6 Accident Insurance: All regular employees of BIM are covered under a Group Accident Insurance policy with a sum assured of Rs 5 Lakhs each.

3.7 Gratuity: The Payment of Gratuity Act covers regular employees of BIM. All employees who have completed five years of regular service are members of the BIM Employees' Gratuity Trust. On Superannuation (including VRS) or resignation, the member will be paid Gratuity as calculated below:

15/26*last drawn salary, salary means Basic +DA. (Approved by 50th BOG Meeting held on 13.02.2002). BIM follows the prevalent Gratuity Act at the time of the employee's separation.

3.8 EPF Contribution – BIM will contribute 12% of Rs. 15000/- (Maximum salary as per EPFO Act) every month from the date of joining to the date of retirement for all the regular employees of BIM. The employee will also make an equal contribution. (Approved by 50th BOG Meeting held on 13.02.2002)

3.9 Superannuation (Pension Scheme) Amendment: Regular Employees who have completed ten years of continuous service at BIM become members of BIM Employees' Superannuation Trust. BIM contributes 15% of the members' Basic pay every year. On Superannuation, the accumulation, including interest standing in the member's name, will be utilized to release the annuity to the member for his lifetime. The accumulation is available on the retirement date and will be released to the nominee after the member's lifetime. (Approved by 77th BOG Meeting held on 12.09.2014)

3.10 Lecture Assignment: The faculty of the Institute will only be allowed to teach part of the courses in other business schools or engage in outside assignments that may be construed as part-time employment. Faculty will be allowed to accept invitations for guest or special lectures in different institutions for a maximum of 15 days in a year with prior permission from the Director. [Approved by 69th BOG meeting held on

22.01.2011]. No OD is allowed for any teaching or lecture assignment outside of BIM within the permitted limit of 15 days a year. The concerned faculty will engage by taking leaves for the same. If BIM requests the teaching assignment for any faculty outside of BIM, OD for the period will be allowed, such as faculty exchange as a part of an MoU [vide office order dated 24.12.2023]. The shortfall in working time in the attendance register will be adjusted against the number of CLs due. [vide office order dated 24.12.2023]

3.11 Consultancy and Training Programs (MDP/FDP/EDP): Faculty members who undertake consultancy assignments or conduct training programs independently shall be entitled to a share of the income generated, and the remaining shall be remitted to the Institute. Regarding training programs organized by the Institute, Faculty Members shall be paid an honorarium at the rates paid to the visiting faculty who handle courses at BIM [vide office order dated 24.12.2023]. The percentage share of the revenue to the institute will be a minimum of 10% of the total profit after deducting all expenses. Based on the maturity of the programs over the years, the institute's share of the profit will increase.

3.11.1 Revenue Share:

- a. Finder's Fee: 5% of the total fees (Finder is the one who gets the opportunity).
- b. Program Management Fee: 10% of the total fees (Chairperson-MDP).
- c. Program coordination fee: 3-5% of the total fees based on the nature of the program.
- d. Program supervision fee: 5% of the total fees depends on the program delivery.
- c. The incentive to support function: About 1 K per person daily.
- d. BIM shares 10% of the profit

4. CONFIRMATION OF SERVICES AND COMPOSITION OF PAY STRUCTURE

4.1 All regular staff on selection for appointment are placed on a level defined in the Pay Matrix Table of AICTE Regulations 2019 based on the candidates' academic performance, interview performance, past relevant experience, potential, availability of similar profiles, and current engagement and compensation.

4.2 The candidates are appointed first on probation for two years (extendable by another year, subject to performance) and will be confirmed only on satisfactory completion of probation. Completing the defined probation period does not automatically make a candidate eligible for confirmation. A separate order is issued for confirmation upon satisfactory completion of the probation period.

- 4.3 An employee's pay will include Basic Pay, Dearness Allowance (@ 46% as of September 2024, and this percentage changes as per the order of the State/Central Government from time to time), House Rent Allowance, City Compensatory Allowance, Mobile bill Allowance, and Conveyance Allowances.
- 4.4 During the probation period, either side may terminate the appointment by giving one month's notice or one month's salary in lieu thereof.
- 4.5 During the probation period, the faculty are eligible for the usual leaves, such as Casual Leave, Earned Leave, one-month Summer Vacation, EPF, Medical and Accident Insurance, Reimbursements for buying books and software, mobile usage bills, etc, as per the policy.
- 4.6 Faculty members can do a maximum of 15 days of external assignments per year at other institutions/Universities with prior permission from the Director.
- 4.7 BIM conducts background verification of its staff. The appointment orders will be immediately canceled if a discrepancy is found in any of the certificates produced.
- 4.8 At the time of joining at work, the staff should bring the following documents:
- a) All Original Certificates, including Transfer Certificate with photocopies (duly attested by a Gazetted Officer).
 - b) Relieving Letter and Service Certificate from the current employer.

5. SALARY, INCREMENT, AND REVISION IN GRADE OR SALARY SCALE:

- 5.1 Salary reviews are done along with performance appraisal of the employee, and if Management decides, increments will be awarded annually on specific dates in a year. The performance appraisal will be based on the ECS policy introduced by BIM vide 96th BoG meeting. The ECS policy is available separately on the institute website under policies.
- 5.2 Whether or not any scales of pay and increments have been prescribed, Management reserves the right to suspend or postpone the increment to which the grade may entitle an employee in respect of individual cases/categories of the employee.
- 5.3 Management has the right to choose the mode of assessing the performance of any employee, including conducting periodic performance appraisals, etc.
- 5.4 Criteria for Confirmation:

A faculty on probation must ensure at least two of the following three criteria for consideration of confirmation.

- At least one ABDC publication or two Scopus publications in the two years of probation
- Minimum average feedback of 7.5/10 over all the courses taught/ co-taught in the last two years of probation.
- Significant MDP/ FDP/ Consultancy revenue was earned to cover at least 50% of the Institute's cost (Faculty's gross compensation).
- Besides, all faculty must comply with the minimum academic load per the AICTE guideline and complete all the institute-building tasks as assigned.
- From 2024 onwards, annual increments will solely be performance-based as per the seventh pay recommendation for the faculty and the ECS policy introduced. (vide office order dated 06.05.2023)

- 5.5 *Promotions*: One grade to another grade shall be decided by the Management based on qualification, efficiency, trustworthiness, and good conduct, and an overall record of the employee shall be taken into consideration. Mere seniority alone will not entitle any employee to a promotion. The research output of a faculty will be a necessary but not a sufficient condition for consideration of promotion as per the Research Policy approved in the 96th BoG meeting and available on the institute website under the policy. If any employee is temporarily placed in charge of work in a more senior place or position, this will only be considered a promotion if explicitly communicated in writing.
- 5.6 *Faculty Recognition*: BIM has introduced the practice of awarding the Best Teacher Award for Research Excellence to commemorate Teachers' Day. A paper published in the ABDC A category and above journal is necessary for the faculty to be eligible for this award. However, to encourage research output from the faculty, the Director may wish to recognize a faculty with significant contributions to publications that may not be in the ABDC A category with a Director's Commendation by way of a certificate without any cash incentive. (Vide Director's order dated May 23, 2024)
- 5.7 *BIM Ikigai Award*: BIM has introduced the BIM Ikigai Award for an exceptional contribution by a faculty member with significant impact. These awards are announced on Foundation Day and conferred either on Foundation Day or during the celebration of BIM Sustainability Week in the first week of October. (Vide announcement on Aug 16, 2024)

6. ATTENDANCE, LEAVE, HOLIDAYS, AND VACATION RULES

6.1 Office Working Hours

The office/institute working hours from Monday to Friday are from 09:30 a.m. to 05:30 p.m., with an hour-long lunch break between 12:30 p.m. and 01:30 p.m.

However, faculty members and academic staff must be present on campus to conduct the classes as per the class schedule. Officers and staff may be asked to serve in different shifts and on weekends, depending on the requirement.

6.1.1 Marking of Attendance

- a. The attendance register will be kept near the entrance of the office.
- b. The individual will mark his/her attendance by signing in to the attendance register maintained in the office.
- c. Overwriting, correcting, and signing on behalf of others are not permitted, and disciplinary actions will be taken against employees indulging in such actions.
- d. The Director / Unit Head must verify and sign the register daily.
- e. The bio-metric attendance recording system started at BIM in August 2022. All faculty and staff members were asked to mark their entry and exit time in the bio-metric machine and sign in the attendance register maintained by the Administrative Officer. BIM is strictly implementing the bio-metric attendance system along with signing in the attendance register placed in the AO's room. (Vide office order dated 23.08.2022)
- f. Late attendance for one day will be treated as half-a-day CL. Both IN and OUT bio-metric stamping is mandatory. Any shortfall from the mandated eight hours per working day will be adjusted against the earned leave. Salary will be drawn based on the bio-metric attendance report. Should there be official engagements on any specific day and the staff cannot stamp them, the Director's office may be informed in advance (Vide office order dated 23.08.2022).

6.2 Leave Administration and Rules

The institute's employees may be sanctioned leave as prescribed below. This will be subject to the condition that leaves cannot be claimed as a matter of right, and when the exigencies of the Institute so require, the sanctioning authority has the discretion to refuse or revoke leave of any description. Ordinarily, leave will only be granted to the academic staff during the academic term if on medical grounds.

6.2.1 Leave Procedure

- a. Employees should submit a leave application form in the existing format before their proposed leave of absence.
- b. The application sanctioned should reach the Establishment Section before the days of leave.

- c. Due to unavoidable circumstances, if the employee cannot submit a Leave application before availing leave or extending the sanctioned leave, he/she shall submit the same immediately upon resuming duty. The employee is bound to communicate his absence from duty to the Administration Section and the Director's Office by any mode of communication.
- d. If employees do not have any leave to their credit or avail of leave, such leave days will be treated as Leave with Loss of Pay, subject to the approval by the Director.
- e. Leave cannot be claimed as a matter of right.
- f. While submitting the On Duty form, the faculty will require concurrence from the PGP Chair and the COE before the same is sent to the Director for approval and then forwarded to the AO for records and tally with the attendance recorder. (vide office order dated 11.11.2022)
- g. Markings in the Attendance Register are as follows:

A	-	Absent	CL	-	Casual Leave
OD	-	On duty	ML	-	Medical Leave
P	-	Permission	CO	-	Compensatory Off
LA	-	Late Attendance	LOP	-	Leave with Loss of Pay
NH/FH	-	National/Festival Holidays	EL	-	Earned Leave
MATL	-	Maternity Leave	HL	-	Half Pay Leave

6.2.2 Permission

- a. The Department Head can grant permission to the employees on a need basis for a maximum of two hours a month and not exceeding four times a month.
- b. The employee can obtain permission by filling out the Permission slip, which should be handed over to the Establishment Section after getting approval from his/her Superior or Director.
- c. No employee is eligible for permission/on-duty leave from the institute to attend marriages, staff functions, etc., during office hours. However, for attending Local Functions, the Director may selectively permit a maximum of two persons for a maximum of two hours, and this permission will be treated as On-duty.
- d. One person may obtain permission from the director to attend functions at Outstations within the respective region and in the nearby district.

6.2.3 On duty

- a. To carry out official duties, employees may have to leave the office for work outside the office premises. In such cases, the absence will be treated as on duty.
- b. If the On-Duty slip has yet to be given before going on duty due to unavoidable circumstances, it shall be submitted immediately upon arrival at the office. However, the employee's superior will inform the Administrative Office; otherwise, the employee will be treated absent.
- c. Employees leaving on official duty shall fill out the On-Duty form according to the format and hand it over to the Administration office in advance after getting the approval of their Superior or Director.
- d. The Establishment Section should enter the on-duty particulars in the On-Duty Register and keep them in the prescribed format.
- e. The register must be verified and signed by the Director or an officer he nominated periodically.

6.3 Change of Address

All employees shall notify the Establishment Section immediately if any change in their local/permanent occurs, but not later than three days post such a change. A communication forwarded by the Management to the recorded address shall be regarded as sufficient compliance with the purpose for which the communication is addressed.

6.4 Leave Rules

- 6.4.1 *Casual Leave:* Each permanent and contract employee is entitled to 12 days of casual leave in a calendar year. Casual leave may be combined with Sundays and or other prescribed holidays. However, the total period of absence from duty shall be, at most, five days at a time. Casual leave cannot ordinarily be taken in combination with any other leave. Casual leave cannot be accumulated, and leave not availed of during any particular calendar year shall lapse at the end of that year.
- 6.4.2 *Earned Leave:* On completing one year of service, each permanent and contract teaching staff is entitled to 1¼ days per calendar month as earned leave. The existing ceiling on the accumulation of EL is 240 days (7 ½ days each on the first day of January and July of every calendar year). All permanent and contractual employees are encouraged to avail of fifty percent of EL credit accrued in the calendar year. However, fifty percent of earned leave that is not availed can be uncashed.

For Non-Teaching Staff, on completing one year of service, each permanent and contract non-teaching staff is entitled to 1¼ days per calendar month as earned leave. The existing ceiling on the accumulation of EL is 240 days (15 days each on the first day of January and July of every calendar year).

At the close of each half year, the balance at credit should be restricted to a maximum limit of 240 days.

Encashment of earned leave on retirement: The authorities who sanction the leave can sanction the encashment at the employee's credit on the date of superannuation or retirement.

Employees rejoining after availing of earned leave/medical leave, etc., should inform the Director/Chief Administrative Officer/Operations Officer, as the case may be, of their rejoining the Institute from leave.

- 6.4.3 *Maternity Leave:* Female employees are eligible for 180 days of maternity leave. This leave is admissible only to employees with up to two surviving children. Maternity leave may also be granted in case of miscarriage, including abortion, subject to the condition that the total leave granted in respect of this to a female employee in her career is not more than 45 days and the application for leave is supported by a certificate from a Registered Medical Practitioner. Maternity leave may be combined with leave of any other kind.
- 6.4.4 *Half-pay Leave:* Half-pay leave may be sanctioned for 20 days to a permanent teacher for each completed year of service. Such leave may be granted based on a medical certificate from a registered medical practitioner. Half-pay leave can be converted into full-pay leave if the leave applied for was on a medical certificate. (to be replaced by 4.4.7)
- 6.4.5 *Wedding Leave:* Employees can take five days for their or children's wedding functions.
- 6.4.6 *Paternity Leave:* Male employees with up to two surviving children are eligible for ten days of paternity leave.
- 6.4.7 *Medical Leave:* Each employee can avail six days of medical leave in a year, which can be accumulated over the service career at BIM. In case of terminal disease or surgery that requires medical leave over six days, the Faculty/Staff can avail of medical leave over and above six days of leave, to be adjusted in the subsequent years. In such cases, Half-pay leave may also be sanctioned for 20 days to a permanent teacher for each completed year of service. Such leave may be granted based on a medical certificate from a registered medical practitioner. Half-pay leave can be converted into full-pay leave if the leave applied for was on a medical certificate.

6.4.8 *Bereavement Leave:* Each employee can take five days of leave in addition to 10 days of work-from-home care for the bereavement of their immediate family members (parents, parents-in-law, spouse, children).

6.5 **Holidays and Vacation:**

In a calendar year, employees are entitled to three national holidays: 26th January (Republic Day), 15th August (Independence Day), and 2nd October (Gandhi Jayanti), besides declared days as notified by the Government of Tamil Nadu. Restricted holidays in a calendar year can be taken up to three days per year per the employees' requirement.

6.5.1 The Academic year commences on July 1st and ends on June 30th. The dates may vary slightly from year to year.

6.5.2 **Summer Vacation:** Faculty can take 30 days (including weekends and holidays in between) of breaks during the summer to focus on our research and coordinate CIP. They can take the break at a single stretch or two stretches between April 20 and June 10. Faculty Chairs/ coordinators for PGP and Admission will have the flexibility to take a break anytime from April 20 to Dec 31 in the calendar year since they will be engaged with the new batch induction process during the summer. (vide order dated 06.03.2023).

Regular non-teaching staff working for at least eight hours on weekends or holidays on official requirements may accumulate this additional workload towards availing summer leave, not exceeding 30 calendar days in one or two stages in the respective calendar year.

6.6 **Sabbatical Leave:**

6.6.1 *Eligibility:* The faculty are entitled to a one-year Sabbatical Leave at the end of every six years of continuous service in the Professor's grade for study, research, and writing purposes within the country or abroad.

6.6.2 *Service:* In reckoning the service in the Professor's grade for this purpose, six years' service rendered in this Institute without any break will be taken into account, i.e., it should not be intervened by any absence for a period exceeding three months of the Institute session (excluding vacation). For any absence exceeding three months, service for an additional period of equal duration will have to be rendered for the completion of six years' service for Sabbatical Leave.

6.6.3 *Duration:* Sabbatical Leave shall be granted for twelve months, including vacations. Vacation or any other Leave will not be allowed to be prefixed or suffixed with Sabbatical Leave.

- 6.6.4 Sabbatical leave may be granted in two spells of one year each only during the entire period of service of a Professor in the Institute, provided S/he has rendered approved service of at least six years before each spell of Sabbatical Leave.
- 6.6.5 *Service benefits:* During Sabbatical leave, the Professor is allowed to draw the increment on the due date, and the period of leave counts as service for pension/retirement benefits, provided that the Professor rejoins the Institute on the expiry of his/her leave.
- 6.6.6 *Salary:* During Sabbatical leave, the professor shall be paid full pay and allowances as otherwise admissible at the rates applicable to him/her immediately before proceeding on Sabbatical Leave and increased rates by accrual of increment.
- 6.6.7 *Restrictions:* A professor on Sabbatical Leave may not hold any regular appointment with another organization in India or abroad during that leave.

The Professor shall submit the proposed program to be followed during the Sabbatical Leave to the Institute for approval along with the application for a grant of leave. On return from the leave, a report on the nature of the study, research, or writing undertaken during the leave period shall be submitted to the Institute.

- 6.6.8. Faculty members with outstanding academic and research achievements below the level of professors may be considered for Sabbatical leave by the Director as an exceptional cases with the same terms and conditions that apply to a professor.

6.7 Grant of Leave

- 6.7.1 Leave is granted to all permanent, contractual, and temporary employees purely at the discretion of Management.
- 6.7.2 The Administrative Officer will sanction leave for all non-teaching staff, and the Director/Head of the Institute will sanction leave for the teaching staff and Administrative Officer.
- 6.7.3 Management should grant compensatory leave in writing before claiming the same for the employee.
- 6.7.4 Leave for a longer duration will be granted at times convenient to the employer, as may be decided by the Management. Where possible, the employees' requests will be given due consideration.

6.8 Abandonment of Service:

- 6.8.1 In the event of an employee remaining absent more than the period of leave granted initially or subsequently extended, S/ he shall lose lien on her/his appointment unless (i) S/ he returns within eight days of the expiry of the period of leave and (ii)

gives explanation to the Management, of her/his inabilities to return immediately after expiry of the leave period.

- 6.8.2 An employee remaining absent without leave exceeding eight days (including holidays or weekly off, etc.) at a stretch shall be deemed to have abandoned the service. If an employee abandons his/her services, it shall be treated as resignation from the company's service. If, however, the said employee returns within 15 days and gives an acceptable explanation for his/her absence to the Management, the absence of the said employee may be excused. S/ He may be re-employed in his/her post with or without continuity of service, entirely at the management's discretion. The employee shall have no right to make any claim or challenge the discretion of Management in this regard.

7. VOLUNTARY RETIREMENT SCHEME:

7.1 Objective

- a. To achieve optimum workforce utilization.
- b. To improve the average age mix of the employee.
- c. To improve the overall skill and efficiency of the employee.
- d. To downsize surplus and unproductive employees.

7.2 Eligibility

Every permanent employee with an uninterrupted service of 10 years is eligible for this Voluntary Retirement Scheme.

- 7.2.1 The employees must have been in regular service of the Employer continuously for at least Ten (10) years. Period of service rendered as temporary or contractual work charged before regularization will be reckoned for eligibility provided that the nature of engagement was full-time, continuous, and uninterrupted.
- 7.2.2 No employee whose continuance is considered essential by the Management for the Employer shall be permitted to be covered under the scheme.
- 7.2.3 An employee shall not be eligible to retire Voluntarily within three years of his expected retirement.

7.3 Procedure

- 7.3.1 The eligible employees seeking Voluntary Retirement may apply to the Board of Governors through the Director in the prescribed format.
- 7.3.2 The decision of the competent Authority regarding the acceptance/rejection of the VR application shall be communicated to the employee within 90 (ninety) days of submission of the application.
- 7.3.3 Compulsory Retirement Scheme: An employee who is found to be redundant may, at the discretion of the Director, be asked to retire compulsorily under this scheme by giving three months' notice or three months' salary instead of such notice after he/she has attained the age of 45 or completed ten years of qualifying service. Under this scheme, the employee otherwise eligible to retire under the Voluntary Retirement Scheme can receive only 50 % of the benefits described in the subsequent section on the Voluntary Retirement Benefits.
- 7.3.4 Every teaching staff shall retire at 60 (sixty) years, and every non-teaching staff member shall retire at 58 (fifty-eight). (Approved by 85th BOG Meeting held on 06.07.2019)
- 7.3.5 Record of Age: Every employee shall produce satisfactory proof of age during recruitment. Age certification issued by an educational institution recognized by the Government or an extract of the Register of Births attested by an Officer maintaining it under any statute at the time of recruitment shall be deemed satisfactory proof of age.

7.4 Voluntary Retirement Benefits:

Procedure for voluntary retirement of Teaching Staff:

- 7.4.1 Any Teaching staff member who has completed a qualifying service of 10 years or attains fifty years of age may opt to retire by giving the Board written notice of at least three months.
- 7.4.2 A regular employee allowed to retire voluntarily by the competent authority is entitled to the following benefits, as per 7.4.3.
- 7.4.3 Ex-gratia payment at the rate of fifteen days' salary (Basic Pay+ DA + IR, if any) last drawn for every completed year of service. This compensation will be in addition to Gratuity and leave encashment as admissible on the retirement date. The benefit should be assessed proportionately for less than a year of residual service.

7.4.4 Only upon recommendation by the Director and approval by the Board can such a voluntary retirement process be initiated. A voluntary retirement scheme is not a matter of right for any teaching or non-teaching staff.

8. ATTENDING NATIONAL/ INTERNATIONAL CONFERENCES/SEMINARS/OFFICIAL VISITS

8.1 Faculty members will be entitled to reimbursement of up to Rs. 100000/- of expenditure incurred for participation in an international conference mentioned in the Research Policy in which their paper is accepted for presentation. This entitlement can be availed only once in two years. The out-of-pocket expenses like food and local travel will be reimbursed on an actual as deemed reasonable from time to time. This amount will be reviewed periodically. This limit of INR 1,00,000/- was ordered when the value of a Dollar was Rs 45.62 in 2011. Considering the increase in the dollar's exchange value, the Board has now approved factoring in the proportionate increase or decrease of the exchange value while reimbursing the eligible expenses. This means the entitlement amount will be INR 1,00,000 X (Dollar exchange value at the time of conference / 45.62). This took effect from 01.10.2014 (77th BoG meeting).

It may be noted that the production of the conference proceedings/abstracts needs to be submitted to the CAO to complete the expense reimbursement settlement.

8.2 Faculty members are entitled to participate in seminars/conferences organized in India once every year. The institute shall bear airfare by economy class or train fare (AC Coach) to and from the conference venue. Other expenditures on registration, accommodation, and out-of-pocket expenses, to a reasonable extent, will be paid in actuality.

8.3 Entitlement for domestic accommodation (approved in the 94th BoG) :

Level	Amount in INR (excluding tax)
Director/Members of BOG	8000-15000
Professor/Dean	6000-8000
Associate Professor/Assistant Professor	6000*
Officers	5000
Staff	3000 (reimbursement amount can vary as per the Director's discretion)

**In the case of sharing accommodation, the amount can be clubbed.*

8.4 Faculty Members will be allowed to attend at least one Faculty Development Program/ Short Duration Workshop/ Certification Program annually in the country. The delegation of Faculty for such programs shall be at the discretion of the Director. (Approved by 69th BOG meeting held on 22.01.2011)

8.5 The Director will decide on travel on an international exchange program, partnering with a global institute for BIM's academic delivery, or attending conferences/seminars connected with international accreditation efforts like AACSB, AMBA, and EQUIS. International travel for research or project works can happen only on receipt of grants or funding for the amount from an external body. (vide office order dated 16.03.2023)

8.6 BIM has transitioned to Ola/Uber/drop-cab services for local travel needs. This is aimed at reducing costs and promoting sustainable practices. However, the director's approval will be required when a car rental is necessary for a unique business requirement. (vide office order dated May 23, 2024)

8.7 BIM needs advance payment to engage in any project with an external entity if the project works involve investment. All our MoUs going forward will be only around our internal capability, CoEs, and networks alone. BIM will not make any upfront investment in international travel or procurement of materials to participate in the project. The output of the joint project work could be revenue earning (like TNCMFP), owning joint IP, and publishing a research paper. (vide office order dated 06.03.2023)

9. **RECORD OF SERVICE:**

9.1 **Service Records:**

9.1.1 A record of service of each employee of the Institute shall be maintained in the form and manner prescribed by the Board, including all details of service, pay drawn, leave, and punishments.

9.1.2 An open annual performance appraisal file of the employees of the Institute shall also be maintained.

9.2 **Miscellaneous:**

9.2.1 Application for Voluntary Retirement cannot be withdrawn after its acceptance is communicated to the employee concerned.

9.2.2 Suppose any employee is under criminal or disciplinary proceedings to recover any specified amount. In that case, the amount shall be withheld from the ex-gratia

payment amount under the Voluntary Retirement Scheme. Only in the eventuality of his/her final exoneration will the said amount be released in his/her favor.

- 9.2.3 Notwithstanding any of the provisions above, the scheme does not confer any right on any employee to have his request for Voluntary Retirement accepted by the Management. The Management has the right / discretion to accept or reject the request of any employee for Voluntary Retirement, keeping in view the employee's service record, the organizational requirement, and any other relevant factors in this regard.

9.3 Termination of Employment:

- 9.3.1 Except as explicitly provided in the contract of service, the Employer may terminate the services of a permanent employee after giving one month's notice in writing or on payment of wages in lieu thereof. The Management reserves the right to require an employee to work and not relieve him during the notice period. In the case of temporary services/casuals, no notice is required if the service is terminated before the expiry of the period.

- 9.3.2 A permanent employee may be terminated for a reasonable cause. The reasons for the termination of service shall be recorded in writing and communicated to the employee at the time of termination. The employee's resignation shall not take effect unless Management accepts it. Once Management agrees with this resignation, the employee cannot claim re-employment.

9.3.2.1 The employment of a permanent employee may be terminated for a reasonable cause. The reasons for the termination of service shall be recorded in writing and communicated to the employee at the time of termination. Resignation by the employee shall not take effect unless the Management accepts it. Once the Management accepts this resignation, the employee cannot claim re-employment. The Term 'reasonable cause' includes, among other things, lapses in duty, including recruitment, vendor selection to execute works or supply materials, non-adherence to established processes, passing on confidential information in an unauthorized manner that comprises the interest of the institution and the values that the institute stands for, and including in an act that creates a potential financial or reputational loss to the institute. (Amendment: 90th AGM meeting held on 12th July 2021)

- 9.3.3 The employment of a permanent employee shall be liable for termination on the following, amongst other grounds: -

- i. Insanity, senility, physical infirmity, contagious or infectious diseases, continued ill health, unfitness for employment with the Employer as declared by the Employer's doctor, or for loss of confidence.
- ii. Conviction in a criminal case.
- iii. Engaging in any vocation without the written permission of the Management or found to have been working elsewhere during the period of leave, in case the employee is on a full-time contract with the Management.
- iv. Loss of confidence by the Employer in an employee due to leakage of information or propaganda against the Management.
- v. Insolvency.
- vi. An order relating to discharge or termination of service shall be in writing and signed by the Employer / Management. A copy shall be supplied to the employee concerned. In cases of general retrenchment upon closing down an office, no such order will be given to individual employees.
- vii. Suppose an employee intends to leave the service. In that case, he/she shall give one month's notice (in case of a contractual employee) or three months' notice (in case of a permanent employee) of his/her intention to do so in writing to the Employer or may if he/she wants to be relieved earlier, surrender in lieu thereof wages equivalent to the days for which the notice falls short of the notice period, at the discretion of the Management. But if the work's exigencies are so required, the Employer may refuse to relieve him/her earlier than the entire notice period. The Employer also reserves the right to accept the resignation immediately, subject to payment in lieu thereof.
- viii. No notice or wages instead of notice shall be necessary if an employee's services are dispensed with for misconduct.

9.4 Employee to give an account of the Employer's Property:

- 9.4.1 On termination/resignation, an employee shall adequately account for all identity cards, clothing, reports and records, papers, books, tools, instruments, and other property of the Employer in his possession, custody, or charge before the last payment of outstanding wages. The value of all shortages and damages to the Employer's tools, instruments, and other property in the employee's possession, custody, or charge shall be recoverable from him/ her and, without prejudice to any other mode of recovery, may be recovered by adjustment against whatever dues are payable to him.

- 9.4.2 The employee will be required to compensate the employer for all losses/damages caused by him/ her to the Employer's official premises, losses, and damages to property therein.
- 9.4.3 Failure to comply with all or any of the above provisions shall entitle the Employer to withhold the employee's dues, make appropriate deductions therefrom, and take such other action as may be deemed fit, including initiating Legal Proceedings in the Court of Law.

9.5 Acts of Misconduct:

Without prejudice to the general meaning of the terms of misconduct, the following acts and/or omissions, which are illustrative and not exhaustive, shall be treated as serious misconduct-

- i. Going on or participating in a strike or abetting in the same.
- ii. Willful slowing down in work performance, abetment, instigation, or fasting with an explicit view to influencing the employer's decisions.
- iii. Theft, Fraud, Breach of Trust or Dishonesty, or Misappropriation of Funds of the Institute.
- iv. Non-observance of confidentiality concerning any examination-related information or any other sensitive official information.
- v. Carrying Employer's goods, files, or office documents to the house/home or any other place outside the work premises without prior permission in writing of the Employer.
- vi. Unauthorized use of any of the Employer's facility/equipment or any other thing for personal use.
- vii. Leaking any information relating to official matters to outsiders.
- viii. Giving false information regarding one's name, father's name/husband's name, date of birth, qualifications, details of previous service/salary particulars, address, etc., at the time of securing employment or thereafter.
- ix. Habitual late attendance and absence without occasions within a month or similar omissions of leaving the premises or any other place.
- x. Demanding, taking, or giving bribes/gifts, any illegal gratification, indulging in any corrupt practice, and lending or borrowing money to and from subordinate employees.
- xi. Carrying on directly or indirectly or benami transactions in the office premises:
 - a) Money lending business and/ or

- b) Other private business without the written permission of the Management or having private financial dealings with persons or firms, etc., having business relations with the employer for the sale and purchase of any materials, equipment, or supply of labor, if any, or for any other purpose.
- xii. Writing anonymous or pseudonymous letters criticizing the Employer or any other office staff member and making false reports regarding the misconduct of colleagues and superiors or defamatory remarks against the Employer / Management.
- xiii. Holding meetings within the work premises or any other premises owned by the Employer without the previous written permission of the Management.
- xiv. Habitual neglect of work or negligence in work.
- xv. Refusal to work on a job or mission does not call for any additional skill or experience and can be done by the employee/officer without adversely affecting his service conditions.
- xvi. Hiding away or attempting to hide away any articles, documents, or materials of the Employer.
- xvii. Obtaining or attempting to obtain leave of absence on false pretension.
- xviii. Attempting to obtain any benefit under a false pretext or making false statements.
- xix. Refusal to act in any position offered by the Management.
- xx. Failure to report any defect in machinery/equipment immediately to the next superior, damage to property, dangerous condition, or injury to persons caused accidentally or otherwise in the course of performance or work by any employee /officer concerned.
- xxi. Willful disfigurement, destruction or alteration, or forgery of any record/file of the Employer.
- xxii. Bringing, possessing, or using alcoholic drinks, charas, bhang, or ganja within the Employer's premises or reporting for work while under the influence of alcoholic beverages, drugs, or narcotics.
- xxiii. Refusal to accept a charge sheet, order, or any other communication from the Management in person, by post, or through courier.
- xxiv. Interfering with the work of other employees and/ or the Management.
- xxv. Indiscipline or breach of any rules or instructions for the maintenance and or instructions for running any department or maintaining its cleanliness.
- xxvi. Distributing or exhibiting inside the premises of the Employer any newspaper, bill(s), pamphlets, or poster(s) without the previous written sanction of the Management.

- xxvii. Gambling or playing cards, playing computer games within the Employer's premises.
- xxviii. Gossiping within the premises of the Employer.
- xxix. The sale or canvassing for the sale of any commodity within the Employer's premises.
- xxx. Insubordination, malingering, deliberate delaying of work, adopting go-slow or work-to-rule practices, or refusing to carry out orders are all examples of misconduct.
- xxxi. Using abusive language or slogans against any superior officer or any officer of the Employer within the premises of the Employer.
- xxxii. Resorting to picketing or hunger strikes against any officer, whether within or outside the Employer's premises, relating to matters concerning the Employer.
- xxxiii. Absence from a place of work without the permission of the superior.
- xxxiv. Acceptance of gift from any person connected with the business of the Employer.
- xxxv. Lending or borrowing money to or from subordinate employees.
- xxxvi. Habitual indebtedness.
- xxxvii. Spreading false rumors or giving false information tends to disrupt the Employer or its employees (or spread among the employees).
- xxxviii. Theft of property belonging to other employees inside the premises of the Employer.
- xxxix. Doing private or personal work within the work premises without the previous permission of the Management.
 - xl. Refusal to work on holidays or off days when required to do so, refusal to work overtime, in the exigencies of Employer's business/work.
 - xli. Approaching higher authorities for personal promotion, favors, or gains directly or through others.
 - xlii. Abuse of authority, threats, harassment, or pressure to obtain illicit favors.
 - xliii. Photo or otherwise copying and taking the extracts of official documents to keep/store them at home or maintaining files at home will be considered a breach of trust.
 - xliv. Any act that is prejudicial or detrimental to the interest of the organization or the Management of the organization.
 - xlv. Deliberate disturbance to the proper functioning of the organization.
 - xlvi. Inciting while on the premises of the Employer any employee or employees to strike work or adopt go-slow methods.

- xlvi. Misbehavior during the pendency of disciplinary action instituted against him.
- xlviii. Interference, tampering with records, attendance register, etc., either about himself/herself or any other employee.
- xliv. Unauthorized removal or defacement of notices of the Employer at the notice board.
 - l. Willful non-cooperation with fellow employees for the proper discharge of duty at any time.
 - li. Participate in public discussions and debates and deliver a speech in public about the affairs or business of the establishment without permission from the competent authority of the Employer.
 - lii. Reading magazines, novels, and other non-professional literature/material during working hours.
 - liii. Loitering, idling, or wasting time during working hours staying within the premises of the Employer after authorized hours of work without permission.
 - liv. Expectorating or otherwise committing nuisance on the premises of the Employer.
 - lv. Not disclosing/intimating to the Employer any infectious or sexual / skin / any other disease / contagious disease from which the employee is suffering.
 - lvi. Habitual production of the Medical Certificate for availing of leave.
 - lvii. Undertaking employment under any other employer or Institute in any capacity without the written permission of the Management.
 - lviii. Tendering false evidence in a domestic inquiry or in any investigation, trial, or proceedings to which the Institute is a party.
 - lix. Contesting in Panchayat, Township, Corporation, Assembly, Parliamentary, or any election without the prior written permission of the Management.
 - lx. Consumption and stocking of alcohol and prohibitive substances are prohibited within the BIM campus, including all the facilities BIM enjoys within the BHEL complex, such as the MHD Campus, hostel zone, faculty residences, etc. This applies to all students, regular/ contractual/ outsourced staff members, faculty members, and all residents from the time of their presence on campus. Production of any evidence by anyone supporting a violation of the order will attract immediate disciplinary action. (Vide office order dated 28.02.2023)
 - lxi. Any unauthorized recording of official proceedings and personal conversations by an individual or group of individuals, willingly or unwillingly, within the BIM Campus in any format, audio, or multimedia without stated consent from the parties involved in the proceedings or discussions will attract disciplinary proceedings against the violator/violators. The disciplinary proceedings will start with

immediate suspension from the institute's services. (Vide office order dated 15.02.2023)

- lxii. Unless the Director appoints any faculty as a Co-chair or a Co-coordinator, no Chair or Coordinator can appoint another faculty as a Co-chair or Co-Coordinator. This comes into force with a retrospective effect, and any violation will attract disciplinary action. (vide office order dated 24.03.2023)
- lxiii. CCTVs were installed at the hostel and MHD campus, immediately covering the entire usable area. In this regard, BIM will also install a three-month backup facility, per Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, under the Information Technology Act, 2000. The entire surveillance and backup will be under the strict control of the Director's office. No recording/live feed is to be accessed/shared without prior written permission from the Director. (vide office order dated 05.03.2023)
- lxiv. The visiting or adjunct faculty is the sole arbitrator in deciding the award of marks to candidates. It is expected that no regular faculty or staff in BIM should ever approach any visiting or adjunct faculty to increase the marks for any student. Any violation of this, if reported to me with evidence, will attract immediate disciplinary action. [vide office order dated 24.12.2022]
- lxv. The Institute assures a safe working and learning environment for women at BIM, and any violation of dignity by anyone is to be immediately reported to the internal complaints committee headed [vide office order dated 24.11.2022]

9.6 **Punishment for Misconduct:**

If the Management is convinced that an employee is guilty of misconduct/s, the following punishments may be imposed upon him/her (over and above warning and censure).

1. Suspension without pay
2. Demotion
3. Reduction in Salary
4. Stoppage of increments
5. Dismissal.

9.7 PREVENTION OF SEXUAL HARASSMENT (Posh) AT WORKPLACE POLICY

BIM accords great importance to maintaining workplace dignity and respect for all. Diversity, inclusivity, and Equality receive management priorities at BIM. BIM has zero tolerance for any incident of any form of Sexual Harassment.

Please refer to Annexure A for details.

9.8 WHISTLE BLOWER POLICY

This policy aims to stop the indiscriminate throwing of vexatious 'anonymous letters' and officially communicate to all stakeholders that 'anonymous letters' will immediately be consigned to the dustbin. BIM intends to introduce a proper and formal 'Whistle Blower Policy' (WBP), considering the best practices adopted in leading organizations globally.

Please refer to Annexure B for details.

9.9. AMENDMENT

The Board of Governors of BIM reserves its right to amend or modify this Policy in whole or in part at any time without assigning any reason whatsoever. However, such amendment or modification will only be binding on the employees and all other stakeholders if notified on the notice board at its office premises and displayed on the website www.bim.edu.

9.10. Disciplinary Proceedings and Grievance Procedure:

Violating any of the above rules/regulations in force or are to be framed and implemented from time to time shall entail termination of service/dismissal.

9.10.1 The Director shall be the Disciplinary Authority regarding all inquiries, and the Board of Governors shall be the Appellate Authority.

9.10.2 Any employee aggrieved by the order of the Disciplinary Authority may prefer an appeal to the Appellate Authority within 30 days from the date of the order of the Disciplinary Authority.

9.10.2. If an inquiry is deemed necessary, the Board of Governors or the Disciplinary Authority shall appoint an inquiry committee. The committee shall conduct the inquiry proceedings and submit the report to the Disciplinary Authority or the Board of Governors, as the case may be.

9.11. Miscellaneous:

- 9.11.1. Non-enforcement of a rule shall not prejudice the Employer's right to enforce it later.
- 9.11.2. All matters not explicitly covered by these rules and regulations shall be dealt with by the Management depending upon the circumstances of each matter.
- 9.11.3. The Employer reserves the right to amend or alter these rules and regulations at any time and in any manner it deems fit.
- 9.11.4. The Employer's interpretation of the preceding rules and regulations shall be final and binding on all persons interested in them.
- 9.11.5. The Management reserves the right to test any employee by sending him/her to a medical officer of the employer's choice for his / her fitness to hold a post at any time without notice.

9.12. Liable for search:

The Institute reserves the right to search all male and female employees when entering or leaving the premises of Bharathidasan Institute of Management and at any time while on duty by the Security Staff or other persons authorized for the purpose. A female searcher shall search all female employees. Management shall also be open to employing other search methods such as metal detectors, x-raying, etc. Suppose the searcher suspects any employee is in wrongful possession of property belonging to the Institute or any other material or object prohibited by law. In that case, such an employee shall be detained for further proceedings.

10. GRIEVANCE REDRESSAL

10.1. Faculty Grievance Redressal

- 10.1.1. The Faculty Grievance Redressal Cell (FGRC) shall consist of four members, with the Director as Chairman. One member shall be the PGP Chairperson, the Chief Administrative Officer (CAO), and one member from corporate with an HR background.
- 10.1.2. Faculty members are advised to approach this committee through the CAO for grievance (about service matters) redressal, if any. After receiving a representation, the cell may hear the faculty member in person or decide his/her representation according to the applicable rules and regulations.
- 10.1.3. Grievances related to any of the members of the FGRC will be referred to the Board directly.

10.1.4. Depending on the matter under discussion on a case-to-case basis, and if the director/member of FGRC is a party to the grievance, the Director/ concerned FGRC member will recuse himself/ herself from the meeting to ensure a fair and free redressal of the grievances.

10.2. Non-teaching staff Grievance Redressal

10.2.1. Staff with a grievance regarding service matters or any other allied matter may make a written representation to the CAO for appropriate redressal.

10.2.2. The Staff Grievance Redressal Cell (SGRC), which comprises the Director, Concerned Area Chairperson, and PGP Chairperson, shall address staff grievances.

10.3. General Clause

10.3.1. The CAO will facilitate the Grievance Redressal process, document and maintain necessary minutes of meetings, and prepare grievance resolution reports.

10.3.2. The grievances about teaching faculty and non-teaching staff should be addressed within 30 working days.

10.3.3. If the grievance is redressed within 30 working days, and the aggrieved faculty/staff is satisfied with the resolution outcome, he may escalate or appeal the grievance to the Board.

10.3.4. The outcome of grievance redressal will be tabled in the board meeting for necessary information.

10.4. Saving Clause:

The Employer has the right to change and update the present regulations at any stage and to give notice to the staff in writing. The rules framed for the Institution's conduct shall supersede the earlier rules as they do not align with the rules presently framed.

ANNEXURE A

9.7.1. BACKGROUND AND INTRODUCTION ON The “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” as applied to BIM

The “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” (hereinafter referred to as the ‘Act’), duly notified by the

Ministry of Law and Justice on 23rd April 2013 and subsequent “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013” (hereinafter referred to as the ‘Rules’), which were notified vide Ministry of Women and Child Development Notification dated 9th December 2013, emphasizes to protect against sexual harassment of women at workplace and for the protection and redressal of complaints of sexual harassment and for matters connected in addition to that or incidental to it.

This policy has been framed by the provisions of the Act and the Rules framed thereunder. Accordingly, while the policy covers all the critical aspects of the Act, for any further clarification and in case of conflict between Policy and Act, reference shall always be made to the Act, and provisions of the Act shall prevail over the Policy.

9.7.2. PURPOSE AND MANDATE

As laid down under the provisions mentioned above, the Hon’ble Supreme Court’s judgment in the case of Vishaka & Ors Vs State of Rajasthan & Ors and under the ‘Act’ and ‘Rules,’ each employer should be committed to providing to all its employees, equal opportunity and a harassment-free workplace, notwithstanding race, caste, religion, color, ancestry, marital status, gender, sexual orientation, age, nationality, ethnic origin or disability, as the case may be. Thus, to create such a safe and conducive work environment, especially for women employees, the Prevention of Sexual Harassment (POSH) Policy is framed in line with the prevailing Act and Rules provisions.

The main objective of the policy is to provide its women employees with a workplace free from harassment/discrimination and to treat them with dignity and respect. Further, it also emphasizes the prevention, prohibition, and redressal of complaints of sexual harassment and matters related to it. This is Zero- a zero-tolerance policy against Sexual Harassment, incorporating the rules and procedures as mandated in the Act. This policy shall encourage employees to come forward to report sexual misconduct without any fear of retribution and with an assurance that the complaint will be taken seriously and that an unbiased inquiry will be conducted.

9.7.3. SCOPE

This policy applies to all categories of employees working at Bharathidasan Institute of Management, including permanent and temporary employees, contractual/outsourced employees/persons employed on an ad-hoc or daily wage basis, either directly or through an agent or individuals coming to the workplace for any purpose, but not limited to visitors, vendors, contractual resources and applies to any alleged act of sexual harassment against persons at the workplace, whether the incident has occurred during or beyond office hours in the workplace. Sexual harassment will not be tolerated if engaged in by clients, suppliers, or any other business associates.

The workplace includes all offices and premises of Bharathidasan Institute of Management, all office-related activities performed at any other site away from office premises, and any social, business, or other functions where the conduct or comments may hurt the workplace or workplace relations. It also includes any place visited by the employee arising out of or during employment, including transportation provided by the employer for undertaking the journey.

9.7.4. DEFINITION OF “SEXUAL HARASSMENT” (as defined under Section 2(n) of the Act) Sexual harassment may occur not only where a person uses sexual behavior to control, influence, or affect the career, salary, or job of another person, but also between co-workers. It may also occur between a BIM employee and someone that the employee deals with within the course of his/her work who BIM does not employ.

- A. **“Sexual Harassment”** includes any one or more of the following unwelcome acts or behavior (whether directly or by implication): -
- (i) Physical contact and advances or
 - (ii) A demand or request for sexual favors or
 - (iii) Sexually colored remarks or remarks of a sexual nature about a person’s clothing or body or
 - (iv) Showing pornography, making or posting sexual pranks, sexual teasing, sexual jokes, sexually demeaning or offensive pictures, cartoons, or other materials through email, SMS, MMS, etc.; or
 - (v) Repeatedly asking to socialize during off-duty hours or continued expressions of sexual interest against a person’s wishes.
 - (vi) Giving gifts or leaving sexually suggestive objects.
 - (vii) Eve teasing, innuendos and taunts, physical confinement against one’s will, or any such act likely to intrude upon one’s privacy.
 - (viii) Persistent watching, following, and contacting of a person; and
 - (ix) Any other unwelcome physical, verbal, or non-verbal conduct of a sexual nature.
- B. Further, section 3(2) of the Act mentions that the following circumstances, among other circumstances, if it occurs or is present about or connected with any act or behavior of sexual harassment, may amount to sexual harassment:
- (i) Implied or explicit promise of preferential treatment in her employment or
 - (ii) Implied or explicit threat of detrimental treatment in her employment.
 - (iii) Implied or explicit threat about her present or future employment status or
 - (iv) Interference with her work or creating an intimidation or offensive or hostile work environment for her; or
 - (v) Humiliating treatment likely to affect her health or safety

C. Other Important Definitions:

- i. **Aggrieved woman:** In relation to a workplace, a woman of any age alleges to have been subjected to any act of sexual harassment by the respondent and includes contractual, temporary visitors.
- ii. **Respondent:** A person against whom the aggrieved woman has made a sexual harassment complaint.
- iii. **Employee:** A person employed at the workplace for any work on a regular, temporary, ad-hoc, or daily wage basis, either directly or through an agent, including a contractor, with or without the knowledge of the principal employer, whether for remuneration or not, or working voluntarily or otherwise, whether the terms of employment are explicit or implied and includes a coworker, a contract worker, probationer, trainee, apprentice, student of BIM or by any other such name.
- iv. **Workplace (in addition to what is defined in scope shall also include):** In addition to the place of work, it shall also include any place where the aggrieved woman or respondent visits in connection with his/her work during and arising out of employment/ contract/ engagement/ study with BIM, including transportation provided for undertaking such a journey.
- v. **Employer:** A person responsible for management, supervision, and control of the workplace

9.7.5. ROLES and RESPONSIBILITY

I. Responsibilities of Individuals: It is the responsibility of all to respect the rights of others and never to encourage harassment. It can be done by:

- Refusing to participate in any activity that constitutes harassment.
- Supporting the person to reject unwelcome behavior.
- Act as a witness if the harassed person decides to complain.

All are encouraged to advise others of unwelcome behavior.

II. Duties and Responsibilities of the Employer (As laid down under Section 19 of the Act) The detailed responsibilities & duties of the Head of the Department and all Divisional Heads are laid down under Section 19 of the Act, which includes:

- A safe working environment at the workplace shall ensure the safety of the persons coming into contact at their workplaces.
- To display at any conspicuous place in the workplace the penal consequences of sexual harassment and the order constituting the Internal Complaints Committee (ICC) under subsection (1) of Section 4 of the Act.
- Organize workshops and awareness programs at regular intervals to

sensitize the employees to the provisions of the Act.

- To provide necessary facilities to the Internal Committee to deal with the complaints and conduct an inquiry.
- To assist the woman if she so chooses to file a complaint concerning the offense under the Indian Penal Code or any other Law for the time being in force.
- To monitor the timely submission of reports by the Internal Committee

III. Responsibilities of Officers: All Officers at BIM must ensure that nobody is subject to harassment and that there is equal treatment. They must ensure that all employees understand that harassment will not be tolerated, that complaints will be taken seriously, and that the complainant, respondent/s, or witnesses are not victimized.

9.7.6. INTERNAL COMPLAINTS COMMITTEE (ICC) (As per the provisions of Section 4 of the Act)

To prevent sexual harassment and to receive and effectively deal with complaints about such cases, the 'Internal Complaints Committee shall be constituted (by an order in writing) at BIM as per the provisions made under Section 4/Chapter – II of the Act.

- i. The Internal Complaints Committee (ICC) shall consist of the following members to be nominated by the employer, namely: -
 - a. A **Presiding Officer (Chairperson)** shall be a woman employed at a senior level at the workplace from amongst the employees, who shall hold the office for such period, not exceeding three years, from the date of their nomination.
 - b. At least two members should be selected from among employees, preferably those committed to the cause of women or who have social work experience and legal knowledge.
 - c. **One Member** from amongst **non-governmental organizations** or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment who the employer shall pay such fees or allowances for holding the proceedings of the ICC as may be prescribed.
 - d. At least one-half of the total members so nominated shall be women.
- ii. The ICC is responsible for: -
 - a. Receiving complaints of sexual harassment at the workplace.
 - b. Initiating and conducting an inquiry as per the established procedure.
 - c. Submitting reports of its findings and recommendations.
 - d. Follow up with the employer to implement appropriate action.
 - e. Maintaining strict confidentiality throughout the process as per established guidelines and
 - f. Submitting annual reports in the prescribed format.

- iii. Current members of the Internal Complaints Committee (ICC):
1. **Ms. R. Srividya, Finance Officer, BIM – Chairperson**
srividya@bim.edu
+91 98942 19072

 2. **Prof S.V.Vijayaraghavan, Professor, BIM – Member**
svvr@bim.edu
+91 98408 25260

 3. **Dr. Sujatha Mukiri, Professor – External Member**
The English and Foreign Language
University Hyderabad, India
sujatha@efluuniversity.ac.in

+91 98494 32017

 4. One external Member as
appointed by the Director from
time to time.

9.7.7. COMPLAINT MECHANISM

- A. Complaints through email:
The complainant shall submit their complaint by mail to any of the above members. On receipt of the complaint, the mail shall be forwarded to the ICC Chairperson and the other members to inquire into the complaint.
- B. Direct complaints made to the Internal Complaints Committee (As per provisions made under Sections 9 to 11 of the Act)
- i. Redressal Mechanism—Formal intervention: In compliance with the Act, if the complainant warrants formal intervention, the complainant needs to lodge a written complaint, which shall be followed by a formal redressal mechanism as described in this policy. In case of a verbal complaint, the receiver will reduce it to writing, and the complainant's signature will be obtained.

9.7.8. LODGING A COMPLAINT

The complainant needs to submit a detailed complaint, along with any documentary evidence available or names of witnesses, to any of the committee members at the workplace.

The complaint must be lodged within three months of the incident/last incident date. If the Committee is satisfied that these reasons prevented the lodging of the complaint, it can extend the timeline by another three months for reasons recorded in writing.

Provided that where such complaint cannot be made in writing, the presiding Officer or any Member of the INTERNAL Complaints Committee shall render all reasonable assistance to the woman for making the complaint in writing.

If the aggrieved woman cannot complain about her incapacity, the following may do so on her behalf, with her written consent.

- Legal heir, relative or friend or Parent in the case of students
- Co-Worker
- Any person knowing about the incident

Suppose the initial complaint is made to a person other than a committee member. In that case, it will be the responsibility of the complaint receiver to report it to the committee immediately upon receiving it.

9.7.9. RECEIVING A COMPLAINT (Guidelines)

Dealing with incidents of harassment is not like any other type of dispute. Complainants may be embarrassed and distressed, requiring tact and discretion to receive the complaint.

The following points are kept in mind by the receiver of the complaint:

- Complaints are listened to, and the complainant is informed that BIM takes the concerns seriously.
- The complainant was informed that these concerns would be reported to the appropriate committee, and follow-up would be done speedily.
- Situations are not to be pre-judged. Written notes are taken while listening to the person. The complainant can bring another person to the meeting if they wish. When taking accurate notes, the complainant's words, where possible, are used. A clear description of the incident is prepared in simple and direct terms, and details are confirmed with the complainant.
- All notes are kept strictly confidential. The complainant's agreement allows the matter to proceed, which involves a formal investigation.
- The complainant is advised that although the process is confidential, the respondent needs to be informed, and any witnesses and persons directly involved in the complaint process will also learn of the complainant's identity.
- Care is taken to prevent any disadvantage to or victimization of the complainant or the respondent.

9.7.10. RESOLUTION PROCEDURE THROUGH CONCILIATION

Once the complaint is received, the committee may resolve the complaint between the complainant and the respondent before initiating the inquiry. This is only if requested by the aggrieved woman.

It is clear to all parties that conciliation doesn't necessarily mean the respondent accepts the complaint. It is a practical mechanism through which issues are resolved or misunderstandings cleared.

If a settlement is reached, the committee records it and reports it to the employer for appropriate action. Resolution through conciliation happens within two weeks of receipt of the complaint.

The committee provides copies of the settlement to the complainant and respondent. Once the action is implemented, no further inquiry is conducted.

9.7.11 RESOLUTION PROCEDURE THROUGH FORMAL ENQUIRY

I. Conducting inquiry:

The committee initiates inquiry in the following cases:

- No conciliation is requested by an aggrieved woman
- Conciliation has not resulted in any settlement
- The complainant informs the committee that the respondent has yet to comply with any settlement terms or conditions reached through conciliation.

The committee proceeds to investigate the complaint within one week of receiving the original complaint, closure of conciliation, or repeat complaint.

II. Manner of inquiry into complaint:

- i. The complainant should submit the complaint along with supporting documents and the names of the witnesses.
- ii. Upon receipt of the complaint, the committee sends one copy of the complaint to the respondent within seven working days.
- iii. Respondent replies with all supporting documents within ten working days of receiving the copy of the complaint.
- iv. No legal practitioner can represent any party at any stage of the inquiry procedure.
- v. The Complaints Committee inquires into the complaint using the principles of natural justice.
- vi. In conducting the inquiry, a minimum of three committee members, including the Presiding Officer or the Chairperson, is present.

III. Interim relief

During the pendency of the inquiry, on a written request made by the complainant, the committee may recommend to the employer to –

- i. Transfer the complainant or respondent to any other department
- ii. Grant leave to the aggrieved woman of a maximum of 3 months in addition to the leave she would be otherwise entitled to.
- iii. Prevent the respondent from assessing the complainant's work performance.
- iv. Grant such other relief as may be appropriate.

Once the recommendations for interim relief are implemented, the employer will inform the committee.

9.7.12 INQUIRY PROCEDURE

All proceedings of the inquiry are documented. The Committee interviews the respondent separately and impartially.

The committee states exactly what the allegation is and who made it. The respondent is given full opportunity to respond, provide evidence, etc. Detailed notes of the meetings are prepared, which may be shared with the respondent and complainant upon request. Any witnesses produced by the respondent are also interviewed, and statements are taken.

If the complainant or respondent desires to cross-examine any witnesses, the Committee facilitates the same and records the statements.

If the complainant or respondent seeks to ask questions of the other party, they may give them to the Committee, which asks them and records the other party's statement.

Any such inquiry is completed within 90 days from the date it is commenced, and the report is submitted to the employer within ten days of completion. The inquiry procedure ensures absolute fairness to all parties.

9.7.13 CONSIDERATIONS WHILE PREPARING INQUIRY REPORT

While preparing the findings/recommendations, the following are considered:

- Whether the language used (written or spoken), visual material, or physical behavior was of sexual or derogatory nature
- Whether the allegations or events follow logically and reasonably from the evidence

- Credibility of the complainant, respondent, witnesses, and evidence
- Other similar facts and evidence, e.g., if there have been any previous accounts of harassment about the respondent
- Both parties have been allowed to be heard.
- Both parties were given a copy of the proceedings, enabling them to challenge the findings.

Below are the detailed mechanisms of the complaint and the actions to be taken by the ICC. Further, the procedure to be followed while conducting an Inquiry into a Complaint has been laid down below

9.7.14 ACTION TO BE TAKEN AFTER THE INQUIRY

The Act envisages that upon the completion of the inquiry under the Act, the ICC shall provide a report of its findings to the employer within ten days from the date of completion of the investigation and make such report available to the concerned parties. The findings and recommendations are reached from the facts established and recorded accurately.

If the situation requires it, or upon request of the complainant, respondent, or witness, the Competent Authority at BIM may decide to take interim measures, ~~such as transferring level,~~ to protect against victimization or distress during or after the course of the inquiry, pending the outcome.

Complaint Unsubstantiated (Section 13(2) of the Act): Where the ICC concludes that the allegations against the respondent have not been proved, it shall recommend to the employer that no action is required to be taken. Further, the Committee ensures that both parties understand that the matter has been thoroughly investigated, that the matter is now concluded, and neither will be disadvantaged within the BIM.

Complaint Substantiated (Section 13(3) & 15 of the Act): Where the Committee concludes that the allegation against the respondent has been proven, it shall recommend to the employer to take necessary action for sexual harassment as misconduct, by the provisions of the service rules applicable or as per the provisions laid down under the Act. Section 13(4) of the Act further specifies that the employer shall act upon the recommendations within 60 days of its receipt by him under intimation to the ICC.

Malicious Allegations (Section 14 of the Act): Where the Committee concludes that the allegation against the respondent is malicious or the aggrieved woman or

any other person making the complaint has made the complaint knowing it to be false or the aggrieved woman or any other person making the complaint has produced any forged or misleading document, it may recommend to the employer to take action against the woman or the person who has made the complaint, by the provisions of the service rules applicable to her or him or where no such service rules exist, in such manner as may be prescribed. The action recommended should be similar to the ones proposed for the respondent in case of Substantiated complaints.

While deciding malicious intent, the Committee should consider that mere inability to substantiate a complaint need not mean malicious intent. Malicious intent must be established through a separate inquiry.

9.7.15 CONFIDENTIALITY (Sections 16 & 17 of the Act)

Section 16 of the Act stipulates that the contents of the complaint made under Section 9, the identity and addresses of the aggrieved woman, respondent, and witnesses, any information relating to conciliation and inquiry proceedings, the recommendations of the IC, and the action taken by the employer under the provisions of the Act shall not be published, communicated, or made known to the public, press, and media in any manner.

Any person contravening the confidentiality clauses is subject to disciplinary action as prescribed in the Act.

9.7.16 APPEAL (Section 18 of the Act)

Any person aggrieved by the recommendations made by the ICC or the non-implementation of such recommendations may prefer an appeal to the court or tribunal by the provisions of the service rules applicable to the said person, without prejudice to provisions contained in any other law for the time being in force. The person aggrieved may prefer an appeal in such manner as may be prescribed within 90 days of the recommendations.

9.7.17 ANNUAL REPORT (Sections 21 to 23 of the Act)

As per the provisions laid down under Sections 21 & 22 of the Act and Rule 14 of the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013", the ICC shall in each calendar year prepare an annual report, giving the following details and submit the same to the Director, Bharathidasan Institute of Management for onward submission to the District Officer:

- The Number of complaints of sexual harassment received in the year.
- The number of complaints disposed of during the year.
- The Number of cases pending for more than ninety days.
- Some workshops or awareness programs against sexual harassment were carried out.
- Nature of action taken by the employer or District Officer.

9.7.18 MODIFICATION & REVIEW OF THE POLICY

BIM reserves the right to modify and review the provisions of this policy to comply with applicable legal requirements, changes made in the Act by the Government, Internal Policies, or otherwise to revise the provisions of this policy to the extent deemed necessary by BIM from time to time. BIM may share any such changes or modifications with its employees.

9.7.19 SAVING CLAUSE

In case of any Policy discrepancy, the relevant Act/Rules provisions shall prevail.

ANNEXURE B

9.8 WHISTLE BLOWER POLICY

Whereas:

- BIM is an empowered institution of importance.
- The Institute is engaged with several stakeholders, each critical in helping the Institute achieve its Vision and Mission.
- The Institute is founded on the core value of upholding high standards of integrity and ethical behavior, and it strives to adhere to this core value in all its actions.
- The Institute is governed by and strictly adheres to the principles of public accountability as enshrined in the Constitution of India and the various laws governing public institutions in India, including the Right to Information Act, 2005, and the Whistle Blowers Protection Act, 2014.

9.8.1. SCOPE

This Policy shall apply to and cover all faculty, staff, students, executive education program participants, and other stakeholders of the Institute. Faculty includes permanent, adjunct, visiting, and guest faculty members. Staff includes permanent and contract staff, as well as outsourced workers. Other stakeholders include retired faculty and staff, alums, parents of the students, official visitors, vendors, consultants, and institutional collaborators.

This Policy is specifically meant to govern any disclosure of information that is (i) in the public interest and (ii) in the reasonable belief of the person making the disclosure (i.e., the Whistle Blower) sufficiently indicates any one or more of the following ‘Serious Violation’ about the Institute, including its teaching areas, departments, centers, and activities:

- a) Academic or professional malpractice
- b) Criminal activity
- c) Failure to comply with any laws or legal obligations other than those relating to Employees’ Service Rules
- d) Failure to comply with Regulations or Ordinances or any other applicable rules of the Institute other than those relating to Employees’ Service Rules
- e) Impropriety in official actions or ethical violation
- f) Corruption or bribery and the related seeking/offering of special favors
- g) Endangering health and safety
- h) Causing damage to the environment
- i) Any attempt to commit, conceal, or misrepresent any of the above.

The disclosed information and any allegation must be substantially accurate and contain verifiable details to the extent feasible to enable further progress. **No anonymous/pseudonymous form of communication shall be considered or addressed.**

9.8.2. PROCESS AND TIMELINES

Any person (coming within the Scope of this Policy as a Whistle Blower) is encouraged to, in good faith, promptly disclose information about any ‘Serious Violation’ about the Institute. Such disclosure of information may be done in writing through electronic mail to whistleblower@bim.edu

A senior official with knowledge of the academic system in India will be appointed by the Chairman, BoG, to be the ‘designated person’ responsible for operating the above email. Disclosure of information could also be made orally to such a ‘designated person.’ In the instance of oral narration, the same is to be recorded and affirmed through signatures of the Whistle Blower and the ‘designated person’ along with an explicit mention of the date and time of the recording.

In all instances of disclosure of information relating to any ‘Serious Violation,’ the ‘designated person’ shall undertake a preliminary review of the matter and decide whether or not it should be referred to the concerned Disciplinary Authority of the Institute for any

further necessary action. Upon such a referral, the concerned Disciplinary Authority of the Institute shall review the facts of the matter and, if found necessary, set up an inquiry committee to investigate the matter and recommend the action to be taken, if any. The Disciplinary Authority, while constituting an inquiry committee, shall ensure that members bear the necessary competence and expertise to address the nature of issues involved in the particular matter.

I. Investigation

- a) All Protected Disclosures reported under this Policy will be initially screened by a 'designated person,' who will report the initial findings to the 'Disciplinary Committee' constituted for this purpose. If the 'designated person' or any member of the Disciplinary Committee has a conflict of interest in any given case, then he/she will be recused, and the other members will deal with the matter.
- b) The 'designated person' may, at his/her discretion, consider involving any Investigators in the investigation. Such Investigators shall support the investigation process. If required, external experts may carry out specific procedures.
- c) The decision to investigate taken by the 'designated person' or of the Disciplinary Committee is not an accusation and should be treated as a neutral fact-finding process. The outcome of the investigation may not support the whistleblower's conclusion that an improper or unethical act was committed.
- d) The subject's identity will be kept confidential to the extent possible, given the legitimate needs of the law and the investigation.
- e) Subjects will usually be informed of the allegations of a formal investigation and have opportunities to provide their input in the inquiry.
- f) Subjects shall have a duty to cooperate with the 'designated person,' the Disciplinary Committee, or any of the Investigators during the investigation to the extent that such cooperation will not compromise self-incrimination protections available under the applicable laws.
- g) Subjects have a responsibility not to interfere with the investigation. Evidence shall not be withheld, destroyed, or tampered with, and witnesses shall not be influenced, coached, threatened, or intimidated by the Subjects.
- h) Unless there are compelling reasons not to do so, Subjects will be informed of the investigation and allowed to respond to material findings in an investigation report.

No allegation of wrongdoing against a Subject shall be considered maintainable unless there is reasonable evidence supporting the allegation.

- i) Subjects have a right to be informed of the outcome of the investigation if allegations are not sustained.
- j) Depending on the prevailing circumstances, data availability, and other factors relevant to the Protected Disclosure made, an attempt will be made to complete the investigation within the time specified in 'Relevant Timeliness' below. However, as given in the 'Relevant Timeliness' table below, there may be exceptional situations where there could be delays in completing the process.
- k) The Whistleblower, Subject, Investigators, Witnesses, and everyone involved in the investigation process shall maintain complete confidentiality of the case before, during, and after the investigation is completed.
- l) To be protected under this policy, the protected disclosures should be factual, not speculative or in a conclusion. They should contain as much specific information as possible to allow for a proper assessment of the nature and extent of the concern.

Relevant Timelines

Process Action	Time Limits
Acknowledgment of email by the 'designated person'	Within 48 hours
Preliminary review and any referral to the concerned Disciplinary Authority by the 'designated person'	Within 7 working days from the date of acknowledgement
Information on referral to the Whistle Blower by the 'designated person'	Within 2 working days from the referral date
Review, investigation, any inquiry, and formal completion of proceedings by the concerned Disciplinary Authority	Within 90 days from the date of acknowledgment
Information on the decision of the Disciplinary Authority to the Whistle Blower by the 'designated person'	Within 2 working days from the date of the completion of the proceedings

<p>Any appeal by the Whistle Blower on the decision of the Disciplinary Authority</p>	<p>To be filed within 30 working days after receiving information of the decision. Any such appeal has to be filed before the concerned Appellate Authority of the Institute.</p>
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II. Investigators

- a) Investigators are required to conduct a process of fact-finding and analysis. Investigators shall derive their authority and access rights from the Disciplinary Committee constituted for this purpose when acting within the course and scope of their investigation.
- b) Technical and other resources may be used as necessary to augment the investigation. All Investigators shall be independent and unbiased, both in fact and as perceived. Investigators have a duty of fairness, objectivity, thoroughness, ethical behavior, and legal and professional standards observance.
- c) Investigations will be launched only after a preliminary review that establishes that:
 - a. The alleged act constitutes an improper or unethical activity or conduct, and
 - b. Either the allegation is supported by information specific enough to be investigated, or matters that do not meet this standard may be worthy of management review. Still, the investigation should not be undertaken as an investigation of an improper or unethical activity.

III. Decision

Suppose an investigation leads the Disciplinary Committee to conclude that an improper or unethical act has been committed. In that case, the Disciplinary Committee shall recommend that the Director of the Institute take such disciplinary or corrective action as the Disciplinary Committee deems fit. If the Director of the Institute has a 'conflict of interest' in the issue, then such a recommendation shall be made to the Chairperson of the Board of Governors.

IV. Retention of documents

The company shall retain all protected disclosures received along with the investigation results for at least four years. Such documents shall be in a sealed envelope and handed to the Finance Officer (or Head of Finance and Accounts) for safe custody.

9.8.3. ASSURANCES

Towards upholding and protecting the basic tenets of public accountability, the following shall be the unconditional assurances binding the Institute and its decision-making authorities:

- a. The Institute shall treat all disclosures, including the Whistle Blower’s identity, with the utmost confidentiality.
- b. The Institute shall neither undertake any adverse measure nor allow any form of victimization of the Whistleblower or any person who has given evidence during the investigation.
- c. The Institute shall ensure that the Whistleblower is not victimized or punished merely for making this disclosure.

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