**General Terms and Conditions of Employment**

The following outlines the terms and conditions of employment between ***“Company Name/ Employer”*** (hereinafter referred to as “the Company”) and you. The Company reserves the right to change these terms and conditions as necessary, with due notice.

The Company and you together would be referred as “parties” and individually as “party”

With reference to your application and subsequent interviews with us, we are pleased to appoint you as ‘ ’ in our organization on the following terms and conditions. Please read this document carefully before indicating your acceptance to the same.

1. **Reporting:** You shall report to the ‘ **’**.
2. **Date of Joining:** Your employment commencement date is **.**
3. **Remuneration:** Your annual all inclusive fixed cost to the company would be **Rs. /-(Rupees**

 **only)** and its detailed break up in ***Annexure - II*** is attached for your reference. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

**Reimbursement and Allowances**: You can claim tax benefit in case of admissible allowances and reimbursements (e.g. HRA, telephone and medical reimbursement etc) upon submission of supporting invoices (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

**Statutory Payment:** The statutory payments (PF, ESIC, PT etc.) are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

The following elements are included in the compensation package (CTC) stated above:

* 1. **Provident Fund**- You will be covered under the Company’s Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
	2. **Profession Tax**- As per Constitution of India, you will be covered under Professional Tax wherein every month tax will be paid from your compensation by the Company to the State Government.
	3. **ESIC**- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.
1. **Job Responsibilities:** You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized officer by the management to assign such duties and responsibilities. Your duties and responsibilities are outlined in job description attached as Annexure –III. However, you should be aware that you may be assigned work/tasks in addition to your job responsibilities and you cannot expect your duties to remain unchanged throughout your employment by the management. We operate in a highly competitive environment and reserve the right to use our employee’s skills to their best advantage. The same may be revised or changed upon your change in designation and/or department. During the course of Employment, if you are required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company by executing Service Bond.
2. **Working Hours:** You will be required to work up to “***48 hours”*** a week and such other hours as may be reasonably required to complete your responsibilities. Your official working hours will be from \_\_\_\_\_\_\_ hours till \_\_\_\_\_\_ hours, Monday to Friday which are inclusive of a lunch and Tea breaks, which may vary as per location. “***All Saturdays & Sundays”*** of every month will be an official off. Any changes made to your working hours, shall be communicated to you by the management from time to time. Your remuneration is in payment for all hours, which may be required to complete your responsibilities.
3. **Place/Transfer:** Your present place of work will be , but during the course of the service, you shall be liable to travel to other locations and/or be posted/transferred anywhere, temporarily or permanently, existing now or still to be formed, to serve any of the Company’s Projects or any other establishment under the same management in India or outside, at the sole discretion of the management without adversely affecting your emoluments and general condition of service. You will be governed by the transfer rules prevailing in the company at that given point of time.
4. **Probation/Confirmation:** You will be on a probation period for **\_\_\_\_\_\_\_\_ months** from the date of joining. Based on your performance and conduct, this period may be reduced, dispensed or extended at the discretion of the management and unless an order in writing is given to you, you shall be not be deemed to have been confirmed.
5. **Career Growth:** During the course of Employment, you will be reviewed and appraised on basis of your performance. If there is any elevation in job role/profile other than which you are specialized into, that is, Horizontal Growth in your Career, it shall be subject to Probationary period. Clause 7 shall be applicable in such case.
6. **Absence without Notice:** Absence without leave or prior approval of your superior or intimation to Human Resources or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice or salary in lieu thereof or hold on salary disbursement, unless you return to work within \_\_\_\_\_\_\_ days from the commencement of such absence and provide satisfactory explanation to management regarding such absence.
7. **Leave:** Employee has to prior apply for the Leave from his/her reporting officer. Leave can be claimed as of right once granted by the authority. Discretion is reserved to the authority empowered to grant leave to refuse or revoke leave at any time according to the exigencies of work.

Employees are entitled to leaves such as PL, CL, SL and Public Holidays. Public Holiday can be availed as & when applicable. During Probation period, employees are entitled to avail SL and CL on pro-rata basis and PL can be availed only after Confirmation of the Employee. Any additional sick leave/ casual Leave apart from actual granted to an employee shall be considered as Leave without Pay (LWP).

You will be eligible to other benefits as per leave policies, applicable from time to time.

# **Notice Period:**

* **Probation:** During probation or extended period(s) thereof, either party may terminate this agreement by giving **seven (7) days**’ notice or gross salary in lieu thereof. If you decide to resign during the probation period will be required to serve ***seven (7)*** days’ notice period or payment of an amount equivalent to seven day’s gross salary in lieu thereof.
* **Confirmation:** Post Confirmation, if you decide to resign, you will be liable to serve a ***one (1)*** month notice period or payment of an amount equivalent to a month’s gross salary in lieu of the notice period.

However, only in special cases the management in its absolute discretion may waive the notice period, fully or in part or request to extend

Failure to serve your notice period as deemed mandatory as per company policies, notice pay and any other outstanding, which may be due from you, will be deducted from dues payable to you on separation and/ or recovered from you. In case the notice period is waived off by the management, the waived notice period will not be considered for the purpose of remuneration and entitlements payable to you, if any. You will not be entitled to avail any Leave while serving the notice period and any leave shall be considered as Leave Without Pay.

1. **Termination:** In course of your duty if found unsatisfactory in your performance and /or guilty of misconduct, you may be terminated with immediate effect. However under the following circumstances the company shall be entitled to terminate the services of the Employee with immediate effect and the employee shall not be entitled to any compensation, notice or salary in lieu thereof from the company:
2. The employee is found to be involved in theft, sexual harassment, infringement of Intellectual Property Rights, disclosing Confidential Information to third Party;
3. The employee becomes insane and / or incapable of performing his duties;
4. Employee willfully disobey the lawful and reasonable orders of the company and remain abstain without leave and/or neglect in abiding by the Policies of the company as when issued for the employees;
5. wrongly conduct himself or is found taking part in any movement of propaganda which is detrimental to the interest and goodwill of the company;
6. is guilty of misconduct and there are issues of integrity;
7. gets himself engaged in dual employment ship either on payroll or on contractual basis;
8. Any breach of the Agreements including the employment agreement entered by him with the company;
9. Insubordination
10. Involved in any illicit act (whether civil or criminal) before or after joining the company and that the management gains knowledge of the same
11. Concealment of any information which is directly or indirectly related to the employment conditions and the same is detrimental to the interest and goodwill of the company

If at any time in our opinion, which is final in this matter you are found non-performer or guilty of fraud, dishonesty, disobedience, breach, inaccuracy of any warranty , representation, covenant, infringement of any Intellectual Property Rights, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated with immediate effect without notice and salary and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

In case of termination due to unsatisfactory performance and or misconduct, requests for notice settlements would not be entertained.

# **Resignation:**

If the employee decides to leave the organization by resigning his position from joining, He / She should give the written resignation (formal letter/Email). Employee should serve the notice period as stated in Clause 11 of Notice Period hereof.

During the Notice period the employee should prepare the handover documents which give the complete detail on the activities handled by the employee. The handover document should be given to management and the immediate manager (in-charge)/reporting authority.

On satisfactory completion of handover / notice period, the reliving letter & settlement if any will be given to the employee by the management.

Once employee is relieved, they will get the relieving cum experience certificate. In case Employee seeks for PF withdrawal/transfer, Employee shall either process through online mode or through Company’s HR department.

1. **Full and Final Settlement:** Full and Final settlement amount shall be paid within ***Forty Five (45)*** days from your last working date. It will be paid to you by ***cheque/ NEFT*** only. The F&F amount shall be calculated based on the monthly Attendance as per ***register/ HRIS software /Biometric*** Records. Recovery/damages if any as per Clearance Form, will be recovered and adjusted against F&F payout. *As per Leave policy any additional leaves availed during the service period will be adjusted and recovered in F&F and the pending PLs will be encashed.*
2. **Retirement:** You shall automatically retire from the services of the company on attaining the age of 58 years on the basis of the age proof submitted by you, subject to your being medically and mentally fit.
3. **Benefits:** You shall be entitled to avail all benefits offered by our organization as per Company Policies subject to any change made by the Company from time to time.

# **Conflict of Interest:**

You undertake that while in the employment with the Company and for a period of 24 months after separation from the Company, for any reason whatsoever, you will:

* 1. Not start on your own or together with third party and/with Company’s Clients proprietorship/ partnership/company/training or business consultancy or freelancing or develop products identical or similar to those of the Company for himself or for third party, on behalf of himself through a third person or any services in competition to business of the Company.
	2. Not to seek or obtain employment or consultancy directly or indirectly with any other company/ business entity/ organization or their associates/ affiliates, which are in competition with the Company and with the Company’s Clients.
	3. Not to abet, solicit or endeavor to entice any employees, officers, agents, contractors, clients and customers involved, associated and related directly or indirectly with the Company to leave their employment/contractual obligations, or to do any private trainings, consulting services or otherwise violate the policies of the Company or any of its subsidiaries.

While employed with the Company, you agree to work on full time basis exclusively for the Company and agree that you shall neither be employed or engaged in any capacity in promoting, undertaking or carrying on any business nor take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, temporary, freelance or consultative in nature, without the prior written permission of our organization, failure to which will considered as a violation of the terms of employment mentioned herewith, leading to termination of your employment services, without notice or salary in lieu thereof.

You will neither accept nor offer any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealings with the Company without the permissions in writing.

You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to Company's products or to any matter with which Company may be concerned, unless you have previously obtained the written permission from the Company.

You further acknowledge that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and Company shall be entitled to seek all remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

# **Confidentiality:**

You agree that Company has the complete ownership of its "confidential information" regardless of form (written/electronic/oral) or marking or storage, and you shall keep all such confidential information secret. "Confidential information" includes but not limited to the following:

Company's archives in any formats, technical or manual, including but not limited to contracts, personnel archives, processes, data, administrative documents, data transactions, lists of suppliers, clients and prospective customers etc.; Company 's technical materials, including but not limited to all development plans, development prospectuses, technical files, data in any format, technical diagrams, drawings, formulas, models and relevant technical articles, technical reports, matters relating to project initiatives and designs, etc. owned by Company;

Company's sales materials, including but not limited to all quality management methods, pricing methods, sales methods, customers' materials, etc. owned by Company. Information about costs, profits, pricing, policies, markets, sales, suppliers, customers (e.g., names and addresses), product plans, and marketing concepts, processes, formats plans or strategies.

Company's financial materials, including but not limited to all bank account materials, stockholders' materials, investment background, etc. owned by Company;

Matters of a human resources nature such as employment/contractual policies and practices, personnel, including individual names, addresses, and telephone numbers; compensation and employee benefits,

Processes and procedures which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access.

All the intellectual property rights whether present or future (including those exclusively owned by Company, those owned by Company and other companies or those owned by Company now and developed by Company in the future); trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results. Technical information contemplated, developed and accomplished by employees of Company; Any third party's confidential information which Company has the responsibility to keep confidential pursuant to laws and agreements between Company and such third party; Unprotected information: Information acquired from the public media, Information that Company legitimately obtains from a third party with whom Company has never signed a confidentiality agreement; and

Further, all of the Company’s Clients data, products, processes, concepts or strategies, Intellectual Property Right, Information whether oral, written, product catalogue, etc which shall be disclosed to the you or you come across the same through any of your co-employees or third party during your employment with the Company and thereafter shall be kept confidential at all times and not to be disclosed with any third party.

Any other information that Company claims and/or information of the nature that a reasonable person would understand its owner would not want it disclosed to the public shall be treated as confidential.

o **Implementation of confidential information**

You have the responsibility and duty to keep confidential all confidential information and to abide by and strictly implement all confidentiality regulations;

You shall not provide or disclose confidential information to any third parties (including irrelevant employees/agents of Company) without Company's written approval;

You shall not use confidential information for any purpose other than for fulfilling Company's assignments or responsibilities;

You shall not copy, transfer or use confidential information other than for the purposes of job requirements. If confidential information has to be copied due to work requirements, the copies (including but not limited to files, discs, CDs, pen drives, computer memories, etc.) are exclusively owned by Company and you shall clearly mark the copies and protect and manage the copies;

You shall not take any media carrying confidential information (including but not limited to files, discs, CDs, computer memories, etc.) out of Company's offices without Company's written approval;

You shall not talk about the content of any confidential information in public or through public media (including but not limited to telephones, e-mail, internet, etc.).

o **Return and destruction of confidential files**

You shall return or destroy confidential information at the request of Company. If Company does not set forth specific requirements, you shall return confidential information to Company within three working days after the use of the confidential information. You shall be responsible for safekeeping and return in good condition and order all the Company property, which may be in your use, custody or charge.

When you terminate the employment with Company, you shall return all original files and copies that contain, represent, display, record or constitute confidential information and/or intellectual property rights including but not limited to electronic devices, records, data, notes, reports, proposals, business cards, letters, specifications, drawings, equipment, materials, etc. to Company.

You further acknowledge that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and Company shall be entitled to seek all remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

# **Intellectual Property Rights:**

o **Technical Information**

During the period when you are employed and/or engaged on a contractual/advisory/consultancy basis by Company and after both Parties terminate their employment /contractual/consultancy relationship, all technical information, including, but not limited to, discoveries, inventions, know-how, ideas, concepts, processes, formats, products, data, methods and innovations (hereinafter referred to as "Technical Information"), related to the businesses, consultancy services, products, programs and services for Company that are contemplated, developed and accomplished by you, whether independently or jointly

With others, shall be deemed Company's Technical Information and absolute property, and all the corresponding rights including intellectual property rights shall belong solely to Company.

You agree to record and keep the technical information developed by Company, whether independently or jointly with others, according to the formats or methods required by Company while you are employed/engaged by Company with utmost care. These materials belong to Company exclusively and Company has the right to retrieve the above mentioned materials at any time.

* **Application for Intellectual Property Rights**

You agree to help Company or Company's agents, at Company's expense, to protect Company's interests in the aforesaid technical information and their related intellectual property rights by appropriate means in any country, including by disclosing all relevant information and data and by executing all relevant legal documents. You agree that the relevant legal documents executed according to the aforesaid obligations shall survive the termination of the employment/contractual/consultancy relationship between the Parties. If you fails to sign the relevant legal documents due to psychological, physical or any other reasons, you agree to delegate Company or Company's authorized person or agents as your proxy to sign the aforesaid legal documents on behalf of you and to exercise other activities permitted by laws in order to obtain relevant patents, copyrights and other intellectual property rights. The actions of the persons delegated by you shall have the same binding effect as your action.

* **Prior information**

You shall list all your inventions, original works with copyrights, improvements, renovations and other business secrets (hereinafter referred to as "prior achievement ") that are related to the businesses, products and research and development of Company but not transferred to Company prior to your employment/contract/consultancy by Company, as an attachment to this agreement.

You agree that you shall not have any "prior achievement" if you do not list such prior achievement as an attachment to this agreement.

During the period you are employed/contracted by Company, if you introduce any "prior achievement" in which you have ownership or interests in the products, processes, formats and machines of Company, you agree to give Company non-exclusive, irrevocable, permanent and global permission to produce, revise, use or sell the above products, processes, machines or related "prior achievement" and Company shall not be required to pay any fees to you.

You further acknowledge that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and Company shall be entitled to seek all remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

In breach of Clause 17 to Clause 19 mentioned hereinabove, without prejudice to the rights of Company, Company shall also be entitled to seek damages amounting to Rs. or Six (6) month’s Salary to the Company. (Salary shall mean Cost to Company [CTC] offered at the time of departure) or actual loss and/or potential loss suffered whichever is more.

# **Limitation of Liability and Indemnity:**

Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of ***three (3) months*** preceding the cause of action.

You agree and undertake to indemnify and keep indemnified Company and its directors, officers, servants, agents, consultants and employees against all losses, costs, expenses, claims, liabilities, actions, proceedings, demands, damages whatsoever, which may be brought against or incurred or suffered or awarded or paid (including the costs of litigation and attorneys’ fees) by the Company, its directors, officers, servants, agents, consultants or employees or any other person on their behalf in respect of or arising out of any breach of terms of appointment, non-performance or inaccuracy of any warranty , representation, covenant, infringement of any Intellectual Property Rights etc. hereinbefore given on your part or out of any claim by a third party based on facts, which if substantiated would constitute a breach or non-performance of such warranties.

# **Miscellaneous:**

* **Notice**

Any notice or communication required or allowed under this agreement, regardless of the communication method, shall take effect upon actual delivery. The "actual delivery" in the above article refers to the arrival of any notice at the legal domicile, residence or mailing address, email ids of the receiving Party as per Company’s records. If you alter your notification address or mailing or emailing address, you shall notify the Company of your new address within three days after the alteration. Otherwise, you shall be held responsible for all consequent legal liabilities.

* **Entire Agreement**

This agreement and all of its appendices constitutes the entire agreement agreed upon by you and supersedes all prior oral or written negotiations, representations or agreements reached by you.

* **Validity**

This agreement shall be effective until the employment/contractual relationship between both Parties is terminated. However, clauses pertaining to non-competition, non-solicited, confidentiality, IPR shall survive during the subsistence and thereafter as contemplated herein shall be handled according to this agreement. Further, the articles which are agreed to survive the termination of the employment/contractual relationship between both Parties shall remain binding upon the Parties. The terms of employment shall survive the expiry or early termination of the employment.

* **Waiver**

If Company does not exercise its rights or take actions in response to the defaulting acts of you, it shall not be regarded as renouncing its rights or abstaining from pursuing investigating and affixing defaulting responsibilities or duties of you. All renouncements of rights must be in writing.

* **Policies**

Company has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of the Company and that these policies do not form a part of this Agreement. It is agreed that if the Company introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.

* **Non-Disparagement**

During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

* **Rights to Injunctive Relief**

You hereby expressly acknowledge that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish.

Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

# **Governing Law And Arbitration:**

This Agreement shall be governed and construed by the law of India and Courts situated at ***Mumbai*** shall have exclusive jurisdiction over any other Court.

In the event of any dispute or difference between the parties hereto arising out of or in connection with this Employment terms/conditions of whatsoever nature the validity, interpretation, or breach thereof, including claims seeking redress or asserting rights under applicable law shall be resolved with mutual discussions. In case no settlement can be reached, the case may then be submitted for arbitration under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time, in accordance with the provisional Rules of Procedures promulgated by the said Arbitration Tribunal. The arbitration shall be held in Mumbai. The arbitral proceeding shall be conducted in English language and the arbitration award shall be final and binding upon both parties.

You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

Upon separation/ termination of your employment, you shall repay all the amounts given by the Company by way of loans or advances, and you shall obtain clearance from all departments. On completion of same, your dues, if any, will be settled by the company.

During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.

During the period of your employment with the Company, you will be required to apply and maintain highest standards of professional and personal ethical conduct and integrity and comply with all our Organization’s policies and procedures in dealing with Company employees, customers, service provider, agents, governments or any other third party. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc. would warrant strong disciplinary action from our Organization , including right to terminate your employment without notice.

Please sign each page of the duplicate copy of this letter signifying your acceptance to all the above terms and conditions set out herein.

We welcome you to the family and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Wishing you all the very best!

 **Signature**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Human Resources

 ***Company Name***

I unconditionally agree to all the above terms & conditions and any Annexure/s attached herewith.

**Signature:**

**Print Name: Date:**

