

## INTERNSHIP AGREEMENT

This agreement made between **Merciglobal Systems Pvt. Ltd.**, having its office at 401-402, Trinity Cygnus, Someshwara Circle, Udhna Magdalla Road, Surat-395007, hereinafter called MERCIGLOBAL/EMPLOYER

AND

\_\_\_\_\_, hereinafter called "the intern".

And whereas on being approached by the intern, the Company has agreed to provide internship to the said intern in the upon certain terms and conditions as mentioned in this agreement.

The INTERN hereby accepts the internship with terms and conditions.

And whereas the parties hereto are desirous of recording the said terms and conditions.

### NOW THIS AGREEMENT WITNESSETH

1. The INTERN's appointment is subject to a 1 (one) month's initial training and evaluation period. Further to this, if the intern is found to be adequate relating to the knowledge, grasping power, agility and other parameters of the company, he or she would be offered a temporary job on for a probationary period of 6 months (six months) during which period the EMPLOYER may terminate the services of the INTERN for any fair reason which will remain undisclosed and undisputed. No written notice of termination of service to the INTERN, prior to the end of the probationary period will be given.
2. That the said intern shall in the discharge of duties confirm to and comply with all the rules and regulations of the Company and of the Government, and shall not do or supposed to be done anything against the interest of the Company.
3. That the said intern shall, during the said term intern efficiently and diligently and to the best of the intern's ability and shall devote whole time & attention to the Company and generally carry out duties and work as assigned to the intern and shall obey and comply with all lawful orders and directions given to the intern by the HOD or Director of the Company or by officers superior to the intern and shall honestly, diligently and faithfully serve the Company and use utmost endeavor to promote the interest of the Company.
4. That the said intern shall be posted at **Surat or agreed city in India**, initially. However, the management at its discretion may transfer the intern to its division, branch or subsidiary Company or any other location and assign additional responsibilities depending on the prevailing situation and circumstances without any additional remuneration.
5. That the said intern shall be just and faithful to the Company in all matters and shall not any time except under legal process, divulge to any person whatsoever and shall use best endeavors to prevent the publication or disclosure of any trade secret or manufacturing process or any information concerning or in respect of the Company and decisions of the Company or of its dealing, transactions of affairs which may come to the intern's knowledge.

6. That the said intern shall serve the company during Service hours from 09:40 am until 1900 Hrs (7 pm) on weekdays or as may be prescribed or decided from time to time by the company.
7. That the said intern shall be paid by Company a CTC Salary as stated in the CTC section, inclusive of all benefits, subject to satisfactory performance, such salary shall commence from the date of this agreement and shall be payable after the end of each month.
8. That if at any time during the employment, the said intern shall be guilty of misconduct of any willful breaches or continuous negligence of the terms of this agreement or the duties and/or instructions given to the intern from time to time by the Company. The Company may without any notice or payment in lieu of any notice put an end to and terminates the deployment of the said intern with the Company. Without prejudice to the above such a situation by his/her misconduct compelling the Company to put an end to this services and the intern shall therefore continue to be liable for all losses /damages to the Company along with liquidated damages stipulated in the said agreement. In case any termination is been served to the said intern, under no circumstance he / she may claim or ask for any dues from the company. Any such dues (if applicable) shall be paid only upon the final settlement done by the department head under confirmation from any of the director of the company, period for which may be extended from 90 to 120 days of the termination letter / email.
9. The said intern shall be liable to return back to the company, any amount been paid by the company to the recruitment company (if termination is done within 6 months of joining of the intern), towards joining of this intern with the company.
10. That the said intern will immediately return to Company any data, codes, projects, intellectual property, business ideas or plans, drawings, writings, prints, documents, computer media, samples, prototypes, parts, or anything else containing, embodying, or disclosing any of company's or its customer's published, unpublished, confidential, proprietary, or trade secret information that are in intern's possession or subject to intern's control. Intern understands that all such materials, whether generated by intern or by others, shall at all times remain property of company or its customers.
11. During and after the employment/engagement with company, intern will not disclose or use any generated or otherwise acquired document or any sort of information from company or its customers or any items mentioned. During and after the employment with Company, intern will keep all such knowledge and information confidential.
12. That the said intern understands that unauthorized disclosure or use of Company's or its customer's published, unpublished confidential, proprietary, or trade secret information is likely to cause irreparable harm to Company or its customers. Intern agree that company or its customers shall be entitled to, individually or jointly, an injunction restraining such unauthorized use of disclosure without (i) proof or irreparable harm or (ii) positing an injunction bond.
13. The failure of company to exercise its right under or insist upon strict performance of the provision of the Agreement shall not operate as a waiver thereof or preclude company from exercising its rights if conditions are not exercised properly.

14. During the agreed period of engagement with company, the said intern may not accept any part time employment or company's related work profile anywhere.
15. That in the event of any dispute or difference arising between the parties hereto either during the subsistence of this agreement or afterwards relating to this agreement, the Courts at Surat alone will have exclusive jurisdiction in all matters connected with this agreement.
16. The candidate should be ready to visit Client Side (within or outside Surat). Expenses towards travelling, lodging, boarding etc, (if required by company) will be borne by the company.

### **SERVICE HOURS**

Service hours will be from 09:40 AM until 7:00 PM on weekdays.

The INTERN will be entitled to a meal interval of 45 minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

### **REMUNERATION:**

The INTERN will be entitled to the remuneration as per **attached sheet**.

The INTERN hereby given permission to the EMPLOYER to deduct all obligatory deduction as authorized by statute from the above remuneration.

### **Holidays:**

All National holidays and Sunday including official holidays declared by company.

### **Leave:**

Any leave other than the official declared holidays will be considered as leave without pay.

Equitable relief: I acknowledge and confirm that any violation of this agreement by me will cause irreparable injury to Company and shall entitle Company to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions without the necessity of posting bond or security.

Non-waiver and attorneys' fees: Waiver by either me or Company of strict performance of any provision of this Agreement shall not be a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney's fees.

General terms of agreement: I agree that this agreement shall be governed for all purposes by the laws applicable at Surat in the State of Gujarat, India as such laws apply to contracts performed within Gujarat, India by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this agreement shall lie at Surat. If a court declares any provision of this agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this agreement void, it shall be severed from this agreement, the remainder of which shall remain in full force and effect.

<b>MERCIGLOBAL INTERNSHIP PROGRAM: 6 Months</b>			
<b>Payout</b>			** to be filled
<b>Initial Selection</b>			
Not Selected within	2 Weeks		0
Not Selected within	4 Weeks		1500
Selection Confirmed after	1 Month		7500
<b>Probation Period</b>			6 Mths
Payout			7500
Minimum job tenure			2 Years
Increments & Final Confirmation			As per Rewards
<b>Starting on job CTC</b>	Fresher		2.5 Lacs++
<b>Starting on job CTC</b>	Experienced/Performer		3.0 Lacs++
<b>Timings</b>			0940 HRS to 1900 HRS
<b>Working Days</b>			Monday to Saturday
<b>Holidays</b>			As per Company Policy
<b>Training Locations</b>			Assigned Office, Customer Site
<b>Travel, Lodging, Boarding</b>			As per Company Policy
<b>Completion of 2 Years at company</b>			2 Months Avg salary of first year as bonus

#### **Required Documents:**

- Affix Photo and stamp of each witness, authorised person and the intern.
- Adhaar Card + Local address proof. (Adhaar Card / Rent Agreement / Any other Govt. Document)
- Attach age proof (Intern must be have attained 18 years of age).
- Last salary slip.
- Last Degree Certificate.
- Character Certificate / Recommendation Letter.
- Cancelled cheque copy.
- All above documents shall be self-attested by intern.

**Witness & Signature:**

**For Merciglobal Systems Pvt. Ltd.**

1. \_\_\_\_\_  
(Authorized Signature)

2 \_\_\_\_\_ (Intern)

Agreement Date: \_\_\_\_\_