

## Employment Agreement

**THIS SERVICE AGREEMENT** made on this \_\_\_\_ day of \_\_\_\_\_ **BETWEEN** <company name and address> (hereinafter called the “Employer”) of the one part AND \_\_\_\_\_ (hereinafter called the “Employee”) of the other part.

**WHEREAS** the parties hereto desire to enter into this agreement to define and set forth the terms and conditions of the Employment of the Employee by the Employer.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement set forth below, it is hereby covenanted and agreed by the Employer and Employee as follows:

1. **Position:** The Employer hereby employs the Employee as \_\_\_\_\_ and the Employee hereby agrees to serve in such capacity in accordance with the terms and conditions of this agreement.
2. **Probationary Period:** The Employee shall be on Probation for 6 months which will be effective from the date of Employment. The Probationary Period shall be deemed to have been extended automatically unless notified in writing. The Employee will not be entitled to terminate this agreement during the Probationary Period and any violation of the same will result in forfeiture of professional fee, withholding of experience certificate as the Employer shall be investing significantly in time and money on the Employee. The Employer Reserves the right to terminate the services of the Employee at any time during the probationary period if the Employee is found incompetent for the position, indiscipline or for any other reason, without notice of termination.
3. **Term of Employment:** The term of the Employment shall be for a period of till the expiration of this agreement the term of the Employment shall be the duration of the survival of this agreement. The Employee agrees to give a notice period of forty five (45) days. The Employee will not be eligible for any pending wages, emolument, benefit, experience certificate, relieving letter in the eventuality of non compliance with forty five (45) days notice period.
4. **Performance of Duties:**
  1. The Employee during the term of the Employment will perform such duties which are inherent in the position and within the Employee’s area of expertise and such other additional duties which the Employer may call upon the Employee to perform from time to time. The Employee understands and agrees that during the term of this agreement the Employee shall personally render the services to Employer as Employer may reasonably request and not assign.
  2. The Employee’s services are transferable at short notice to any department or any establishment at the discretion of the Employer. Any such change in the assignment of duties or transfer does not imply additional remuneration, allowance, compensation or any other sum in respect thereof.
5. **Time and attention:**
  1. The Employee while serving the company shall devote full time and attention to the duties referred to in clause (4) with the company and the employee shall not engage in any manner, without the prior consent of the company in any other service or business or profession or trade or as an agent or consultant to any other person or firm whether remunerative or honorary.
  2. The employee during the working hours, and at any other time, will not involve in any activity whatsoever which is not related to work or business of the Employer. In case the

employee is found engaged as mentioned above, the services of the employee will be terminated immediately without giving any notice or salary in lieu thereof.

6. **Compensation:** The Employee's C.T.C has been fixed as \_\_\_\_\_/- per annum (Subject to TDS deductions as per norms of I.T Act.). The salary structure of the company may be altered /modified at any time without prior notice .Remuneration package may accordingly be altered/modified from time to time. The salary, allowances and other payments, benefits shall be governed by the Employer's rules as well as the statutory provisions in force from time to time and subject to deductions of appropriate taxes at source.
7. **Company property:** The Employee will always maintain in good condition company property, which may be entrusted for official use during the course of employment and shall return all such property to the Employer prior to relinquishment of charge, failing which the cost of the same shall be recovered by the Employer. The employee shall make good any loss or damage to the Employer's property caused by negligence or any deliberate act. The termination for such a cause shall not relieve the employee from the liability to make good such loss or damage, or be considered as a waiver of the Employer's legal remedies. Further the Employer shall not be responsible for any termination, damages on this ground.
8. **Applicability of Company Policy:** The Employer is entitled to make declaration and amendments from time to time pertaining to matters such as leave entitlement, maternity leave, employee's benefits, working hours, etc, at its sole discretion. All such policy decisions shall be binding on the employee and shall override this agreement to that extent.
9. **Indemnity:** The Employee agrees to indemnify, company, its directors, officers and affiliates from and against any damages, losses, liabilities, claims, actions or cause of actions sustained or suffered due to illegal actions or misconduct of the employee.
10. **Training:** The Employer at any time during the Employment at its sole discretion may desire to impart training to the Employee for which the Employer shall incur expenses. The Employee will be expected to render services to the Employer for a fixed term as the Employer will be investing substantially, for which the Employee will have to sign the agreement when desired to that effect.
11. **Assignment of Intellectual property Rights:**
  1. The Employee during the course of Employment at any time either alone or with others may create any literary, artistic, discover or invent, modify, design, develop, improve on any known technique, know-how the proprietary right will belong to the Employer, in Copyright, Patent, Industrial Design, Trade Mark under the requisite laws for the time being in force.
  2. The Employee shall maintain written records of all the work related to invention which will be in the form of procedural steps, notes, drawings and any other form which will help in ascertaining the final product. All such record will remain the sole property of the Employer and the assignment will be implied.
  3. The Employee agrees to at any time during the term of the Employment assist the Employer in registration, renewal and restoration of the Intellectual Property Rights with the concerned authorities in India and through out the world, will assist the Employer in defending the opposition to such rights whether in litigation or otherwise.
12. **Non Disclosure of Information:**
  1. The employee understands and agree that at no time during the continuation and for a period of five (5) years after the termination of the agreement divulge directly or indirectly to any individual , firm, company or use the information for himself/herself or for anybody for personal, business gain or vendetta any knowledge information about end-user customer, vendor, client (name, personal and financial information), documents concerning the business and affairs of the Employer or any of its dealing, transaction and such other like details of the

Employer which the employee may acquire or accidentally learn or gain knowledge during the term of employment and thereafter.

2. The employee has read and understood that a breach or threatened breach either intentionally or otherwise would entitle the Employer to initiate civil and or criminal proceedings under Indian laws for the time being in force , and other remedy including the recovery of monetary damages from the employee.
13. **Non-Compete:** The Employee agrees not to directly or indirectly compete with the business of the Employer its successors and assigns during the period of Employment and five (5) years following termination of employment, the Employee shall not own, manage, operate, control, participate in, or be connected in any manner with the ownership, control, management or operation as an individual or as partner, joint venture, director, shareholder of a company or entity, of any business which directly competes with the present business of Employer or such other business activity in which Employer may substantially engage during the term of employment.
14. **Non-Solicitation:**
1. The Employee covenants and agrees that the Employee shall not during the term and for a period of five (5) years after the termination of this agreement, directly or indirectly approach customer or business partner of the Employer or its affiliates for the purpose of providing services substantially similar to the services provided by the Employer or its affiliates; and
  2. The Employee shall not for a period of five (5) years after termination of this agreement, directly or indirectly, approach, solicit, induce or attempt to approach, solicit, induce any of the employee or ex-employee who has left the services of the Employer within preceding six (6) months to leave the employment of the Employer or its affiliates.
  3. The breach of this covenant or threatened breach shall result in termination of the employment forthwith. The Employer shall be entitled to initiate appropriate civil and or criminal proceedings against the Employee. The Employee shall also be liable to pay monetary damages to the Employer for causing any business loss.
15. **Termination:**
1. The employee's services can be terminated during the probationary period without giving any notice or salary in lieu thereof.
  2. The employee services on confirmation are terminable with forty five (45) days notice or payment thereof without assigning any reason. Similarly, the employee shall be at a liberty to resign from services after giving forty five (45) days notice or payment in lieu thereof. In case of employee not performing his duties to the satisfaction of his/her immediate supervisor and or unauthorized absence from work, undisciplined behavior during the forty five (45) days notice period the employee will not be entitled to any pending wages, emoluments, benefit, experience certificate and relieving letter.
  3. The Employer shall be entitled to forthwith terminate the appointment without any notice or payment of any kind whatsoever in lieu of notice or otherwise in case of:
    - i. Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence, non-performance to the satisfaction of the management in the discharge of duty or breach of any of the provisions of the agreement .
    - ii. The Employee being declared insolvent or to be adjudged an insolvent or where employee has to make a compensation or arrangement with creditors or is being found guilty by a competent court of any offence under the law.
    - iii. Discovery of any intentional or and willful incorrect information provided by the employee to the company in the application for employment or during the term of employment.
    - iv. If any declaration given or furnished by the employee to the Employer in any document submitted for employment proves to be false or if the employee has

willfully suppressed any material information, the employee will be liable to be terminated without notice.

**General Provisions**

16. **Waiver of Breach:** Waiver of any breach of the provision of the service agreement, or any delay or failure to exercise a right under a provision of this agreement, by either party, shall not be understood or construed as a waiver of that breach or any other subsequent breach or right.
17. **Notice:** The Notice to be given by either party to the agreement may be effective either by personal delivery with sufficient receipt or through registered post at their last known addresses as appearing in the records of the Employer. The Employee shall notify within seven (7) days any change of address to the Employer.
18. **Severability:** The non-enforceability or invalidity of any provision of this agreement shall not affect the remaining enforceable and valid provisions of this agreement thereof.
19. **Governing Laws/ Jurisdiction:** This agreement shall be construed in accordance with and governed by the Indian Laws and all disputes arising or incidental to this agreement shall be subject to the jurisdiction of Chandigarh courts only.
20. **Capacity:** The Employee is competent to execute this agreement under the Indian Contract Act, 1872 and has agreed to be bound by this agreement and the terms and conditions hereof.
21. **Counsel fee's and Costs:** The Employer shall be entitled to reasonable Counsel Fee, costs and necessary expenses, if any necessary legal action is brought in any court to enforce or interpret any term of this agreement.

This agreement cancels and supersedes any previous understanding, written, oral or implied that the employee may have with the Employer.

If the above terms are acceptable to you, please sign your acceptance in the place provided and return the duplicate copy of this agreement.

**IN WITNESS WHEREOF**, each of the parties hereto executes this agreement.

Employee: \_\_\_\_\_

(Employer Representative)

Address: \_\_\_\_\_