



Knowledge Network Research  
INTERN AGREEMENT

Employee ID	
Employee Name	Nishanth R
Address	C/O Ramesh G R, 343 Sapthagiri, 2 <sup>nd</sup> Cross, 2 <sup>nd</sup> Stage, Jayangar, Opposite Water tank Hasan Vidya Nagar Karnataka 573202

**Agreement**

This Agreement consists of the attached Standard Terms and the attached schedules.

Executed by **Nishanth R** in the presence of: )

)

)

.....  
Witness

.....  
Intern

.....  
Name of Witness

.....  
Date

Executed by **KNR Tech Solutions Pvt Ltd** )

By its authorised representative )

In the presence of: )

.....  
Authorised Representative

**Dr Rupa R, CEO**

.....  
Name of Authorised Representative



**Knowledge Network Research**

1	Position	Software Engineer – Intern
2	Location	You will be based in <b>KNR</b> Bangalore Office
3	Reporting To	Hemanth Chandrasekhar, COO
4	Commencement Date	02 <sup>nd</sup> November 2022
5	Probationary Period	6 months commencing form the commencement Date
6	Hours of Work	36 hours per week
7	Remuneration and other Benefits	Total Fixed Remuneration of Rs. <b>72,000</b> per annum
8	Notice	3 month's notice to be given by the employee  3 month's notice to be given by <b>KNR</b> Tech Solutions Pvt Ltd or such longer period required by the Karnataka/India Act

I **Nishanth R**, have read and understood this employment agreement, and agree to join **KNR Tech Solutions Pvt Ltd** after reading and accepting its standard terms and conditions.

.....  
Joining Date

.....  
Employee



## Knowledge Network Research Standard Terms

### 1. Position

#### 1.1 Position

You will be employed on a full-time basis in the position specified above in Item 1 based at KNR Tech Solutions Pvt Ltd. You may also be required to work at other locations as determined by KNR.

#### 1.2 Reporting

The position to which you will initially report is set out in Item above. KNR may change this reporting line as determined by KNR.

#### 1.3 Terms of document

The terms set out in this document will continue to govern your employment with KNR despite any changes from time to time to your position, duties and responsibilities, remuneration, working hours or employment location unless otherwise agreed in writing.

#### 1.4 Pre-employment test

Notwithstanding any other term of this or any other document, this offer and your employment with KNR is conditional upon you successfully passing KNR's pre-employment character, working with children, drug and alcohol test. If you do not pass that random tests your employment and your contract of employment will not come into existence.

#### 1.5 Background checks

Your employment at KNR is subject to the completion of satisfactory background checks, including any criminal record checks, to ensure that you are suitable to carry out the requirements of your position, and to ensure that the information you have provided is true and correct. In the event that the background checks (when and if conducted) reveal that you have given false information or disclose unsatisfactory results, KNR reserves the right to immediately terminate your employment without notice, or, if your employment has not commenced, to immediately revoke any offer of employment that may have been made to you.

### 2 Commencement

Your employment will commence on the date specified at Item 4 above and will continue until terminated in accordance with this document.

### 3 Probationary period

Your employment will be subject to the probationary period specified at Item 5 above. During the probationary period, KNR will assess your suitability for the position. At any time during the probationary period, your employment may be terminated by either party on one month's notice, or by KNR making a payment of one month's pay in lieu of notice or part thereof.



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## 4 Duties

### 4.1 Primary duties

Details of your primary duties and responsibilities will be provided to you on commencement. You may also be required to perform other duties as required by KNR in addition to these duties.

### 4.2 Manner of performance

By accepting employment with KNR, you agree to honestly and faithfully serve KNR and use your best endeavours to promote its interests and welfare. Unless you are absent on leave, as provided for in this document, you agree to devote the whole of your time and attention during your working hours to the business of KNR.

### 4.3 Warranty

You warrant that you are not subject to any restrictions to your ability to perform your role.

## 5 Conflicts of Interest

### 5.1 Duty to avoid conflict

You must not undertake any activity (including paid or unpaid work) which may either compromise or give rise to a conflict with either:

- (a) your duties and responsibilities under this contract; or
- (b) the business interests of KNR Tech Solutions Pvt Ltd or its subsidiaries unless you have obtained written permission from KNR.

### 5.2 Duty to avoid certain conduct

Without limiting the generality of the above, you must not during the time you are employed by KNR directly or indirectly engage in any of the following conduct:

- (a) participate in any dishonest or unfair conduct or any business transaction or other dealing with KNR associates, partners, subsidiaries, suppliers, contractors, employees or joint venturers;
- (b) assist or participate in the business of any operator of software development, product development, educational infrastructure or skills training,
- (c) undertake a business or perform work during working hours which is unrelated to that of KNR;
- (d) undertake a business or perform work outside of working hours which gives rise to a conflict of interest;
- (e) provide work, business or any other benefit on behalf of KNR to a business in which you or any of your immediate or extended family, friends, partners or associates have a significant financial personal interest;
- (f) encourage employees or contractors of KNR to terminate their contract with KNR (whether or not that termination would amount to a breach of contract);



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(g) accept a benefit from someone other than KNR in return for an act or forbearance in relation to KNR's business or activities;

(h) accept a benefit from a party that does business with KNR;

(i) earn or attempt to earn a secret profit or commission from KNR's business except where, in the case of clauses 5.2(c), (d), (e), (g), (h), full details of the conduct have been provided to KNR and KNR has consented to the conduct in writing.

### 5.3 Disclosure

You must immediately and fully disclose in writing to KNR any potential or actual conflicts of interest.

### 5.4 Permissible activity

You are not prevented by this clause from:

(a) any reasonable involvement in any profession or educational activity or body; or

(b) trading in any shares or stock of any company which is listed on a recognised stock exchange for the purpose of investment only, provided that such shares or stock do not exceed 5 per cent of the company's issued capital.

The obligations contained in this clause are not intended to detract from your express or implied obligations of good faith and fidelity towards KNR.

## 6 Hours

### 6.1 Normal hours

You will be required to work 48 hours per week at times to be agreed between you and KNR and as set out in Item 6 above.

### 6.2 Additional hours

You may be required to work additional hours on occasion. Your remuneration includes an allowance for this, and no additional payment will be made for overtime.

## 7 Remuneration and Benefits

### 7.1 Remuneration

You will be entitled to the remuneration and other benefits specified in Item 7 above. The salary component of your remuneration will be paid monthly by direct deposit into an account nominated by you.

### 7.2 All-inclusive amount



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Your remuneration is in satisfaction of all entitlements you may have under a modern award or an enterprise agreement (including, but not limited to allowances, penalties, overtime, or loadings including leave loading).

### 7.3 Review

Your remuneration will be reviewed annually, and any increases will be at KNR's discretion.

### 8 Business expenses

KNR will reimburse to you, in accordance with KNR's policy, reasonable expenses incurred by you in the performance of your duties.

### 9 Annual/Casual leave

Each year of service you are entitled to 12 days paid annual leave in accordance with Karnataka/Indian Labor Law.

### 10 Public holidays

In accordance with the Indian Labour laws, you will be entitled to the public holidays proclaimed in the State which you are employed without loss of pay.

### 11 Termination

#### 11.1 Termination with notice

(a) Your employment may be terminated at any time by either you or KNR giving written notice or by KNR giving you pay in lieu of notice being the period of notice specified at Item 8 above.

#### 11.2 Termination without notice

If however you are guilty of misconduct or otherwise commit a serious or persistent breach of a term or condition of this document, KNR may terminate your employment immediately without notice.

### 12 Appointment to and resignation from offices

#### 12.1 Officeholder

During your employment, KNR may request that you hold offices with it or some associated entity. Unless otherwise agreed these offices will be held without any further remuneration being paid to you.

#### 12.2 Resignation from office

On termination of your employment (for whatever reason), you must immediately resign from any office held by you in KNR or any associated entity without claim for compensation.



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## 13 Confidential Information

### 13.1 Duty to keep confidential

You will not at any time, before, during or after your employment, use or disclose to any person any Confidential Information, except:

- (a) in the proper performance of your responsibilities and duties;
- (b) if you are compelled by law and have used every lawful means available to you to prevent the use or disclosure; or
- (c) if you have been authorised in writing by KNR to do so.

### 13.2 Delivery

You shall immediately deliver to KNR all Confidential Information capable of delivery:

- (a) upon the termination of your employment; or
- (b) at any time on the request of KNR or its nominee.

### 13.3 Non-disclosure

The provisions of this document are confidential and may not be disclosed by you to any other person, including any other employee, other than your immediate family or your legal or financial advisors.

### 13.4 Non-disclosure by KNR

You acknowledge and agree that KNR may disclose this document including, without limitation, to HR Service Providers and KNR's legal and financial advisors, for any purpose relating to KNR's business or your employment.

## 14 Intellectual Property

### 14.1 Developed during employment

You acknowledge and agree that all Intellectual Property developed, created or conceived by you in the course of your employment with KNR, is and will be the sole and exclusive property of KNR. You further acknowledge and agree that:

- (a) full right, title and interest in and to copyright works created by you in the course of your employment with KNR will vest in KNR immediately on creation;
- (b) full right, title and interest in all other Intellectual Property developed, created or conceived by you in the course of your employment with KNR is assigned to KNR by you;
- (c) you shall promptly execute all documents and do all things necessary to vest or assign full right, title and interest in the Intellectual Property developed, created or conceived by you in the course of your employment with KNR in and to KNR;



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(d) you grant KNR (and KNR's licensees, subsidiaries, successors in title and authorised agents) consent to do or omit to do any act which would otherwise infringe your moral rights under the Copyright Act in relation to all copyright works you make in the course of your employment; and

(e) you must at the expense of KNR, do any act or thing which KNR may reasonably require, either during the term of this Agreement or after expiration or termination, to protect, exploit and further assure KNR's rights in the Intellectual Property throughout the world.

### 14.2 Pre-Existing Materials

(a) No change in ownership of the Intellectual Property in any Pre-Existing Materials is effected by this Agreement.

(b) You grant to KNR (and each KNR group member/subsidiary) a world-wide, non-exclusive, royalty free, perpetual, irrevocable and transferable licence (including a right of sub-licence) to use and exploit the Intellectual Property in your Pre-Existing Materials to the extent required to exercise its intellectual Property in the Work Product.

## 15 Privacy

You consent to KNR and any HR Service Provider collecting, using, disclosing or transferring to related bodies corporate or third parties, and transferring or disclosing, your Personal Information and your Sensitive Information for the purpose of your employment or purposes related to your employment with KNR Tech Solutions Pvt Ltd.

## 16 Surveillance

From the commencement of your employment, on an ongoing basis, your computer use, including your internet and email use will be subject to continuous monitoring through all means available, including the use of software, in accordance with KNR's policies. You also consent to and agree that you may be subject to ongoing or intermittent recorded video surveillance on or around KNR's premises, location tracking on electronic devices (including smart phones), vehicle location tracking and driver identity monitoring (to the extent you are given access to an SZI vehicle) in accordance with KNR's policies.

## 17 Policies

You agree to abide by all policies of KNR as replaced, amended or varied from time to time, including but not limited to KNR's Drug and Alcohol Policy, Anti-Discrimination and Sexual Harassment Policy and any Workplace Surveillance Policy. The policies of KNR, however, are not incorporated into your contract of employment.

To the extent that any implied term requires KNR to comply with, or not vary or rescind, its policies, you agree that this implied term is expressly excluded by this clause.

## 18 Previous understandings and agreements





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This document:

- (a) constitutes the whole of the terms and conditions of your contract of employment with KNR; and
- (b) supersedes all previous agreements, arrangements, understandings or representations in relation to your employment with KNR.

### 19 Governing law

This document is governed by and is to be construed in accordance with the laws applicable in the location specified at Item 2 of the above.

### 20 Reference to Laws

Where this document refers to any law (including legislation or an Industrial Instrument):

- (a) the law operates according to its terms (with the consequence that it may, or may not, apply to you and may be varied, rescinded or replaced); and
- (b) the law is not incorporated into your employment contract and compliance with the law is not a term of your employment contract.

### 21 Interpretation

#### 21.1 Definitions

In this document:

Confidential Information means all information that is not generally known or should reasonably be regarded as confidential, regardless of the manner in which it is recorded or stored, including but not limited to information in an electronic form, relating to the business interests, methodology or affairs of the Group, or any person or entity which the Group deals or is concerned with which you become aware of, or generate in the course of, or in connection with, your employment with KNR. Confidential information includes information regarding investment, access and funding arrangements, legislation and negotiations related to the KNR Tech Solutions Pvt Ltd. Skills network, including information created by Federal or State government bodies, the Panel of Experts and private sector entities.

HR Service Provider means any party with which KNR contracts for the provision of human resource services to KNR, whether based in Bangalore, India or internationally.

Intellectual Property means all intellectual property rights including any patents, trademarks, copyright, and designs, whether registered or unregistered, and software developments, computer programs, eligible layout rights, know-how, processes, the right to have confidential information kept confidential, inventions and improvements in procedure made or discoveries conceived, including any application or right to apply for registration of any of those rights, that:

- (a) relate in any way to the business or services of KNR;
- (b) result from any work performed by you for KNR; or



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(c) make use of the Confidential Information or of facilities or equipment of KNR;

whether done by you alone or with other persons, during or after normal business hours, or on or off KNR premises.

KNR means KNR Tech Solutions Pvt Ltd.

Personal Information has the meaning it has in the Privacy Act.

Pre-Existing Materials means all things, materials, documents, information, and items developed by you or KNR Co independently of this Agreement.

Sensitive Information has the meaning it has in the Privacy Act.

Work Product means all things, materials, documents, information, and items developed by you in the course of or in connection with your employment with KNR in any form whatsoever (including electronic form) and includes all inventions, software, databases, models, drawings, plans, artwork, designs, logos, reports, advices, proposals and records.

### 21.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (c) “includes” means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) a party includes that party’s heirs, successors and permitted assignees;
  - (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (v) a right includes a benefit, remedy, discretion, authority or power;
  - (vi) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (vii) provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;



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(viii) “RS” is a reference to Indian currency;

(ix) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;

(x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and

(xi) any thing (including any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

### 21.3 Headings

Headings do not affect the interpretation of this document.

### 22 Signatures

You are hereby requested to read the entire document and sign the first two pages as an acceptance and return to **KNR Tech Solutions Pvt Ltd.**