**Agreement**

This Appointment Agreement made and executed on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** at Hubli.

Period of the Agreement (Training Period + 24 months)

Agreement Effects from **\_\_\_\_\_\_\_\_\_\_\_\_**

**Between:**

**Trinity Technologies and Software Solutions Pvt Ltd  
 #5, Aryabhata Tech Park, Navanagar, Hubli – 580 025**

**Hereinafter referred to as ‘Company’ or ‘Trinity’**

**And:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Hereinafter referred to as ’Candidate’

Whereas Trinity requires the service of the Candidate and the Candidate is in need of the payment towards his/her service rendered. Hence both the parties have entered into an agreement on the following terms and conditions.

1. **Training Period :**

The Candidate will join the Company as a Trainee for Three month. After Satisfactory completions of his/her training given by the Company, Candidate will be entitled for appointment as Programmer under Probation. If Candidate does not show expected Performance in first three months, he/she will be terminated from the company. The company may extend the training period for further period of one  month at its discretion.If Candidate does not show required performance in extended period, he/she will be terminated from the Company without any advance notice. Training will be in the form of work and learn.

1. **Post Training Period:**
2. **Probation Period:** The Candidate will be serving as Programmer under Probation, for a period (i.e. from 1st month to 6th month) of 6 Months on Probation bases, after satisfactory completion of Training period.
3. **Programmer:** The Candidate will be designated by Trinity as a Programmer, for the period of next one and half year (i.e. 7th Month to 24th Month).
4. **Salary, Increments & Promotions in Training & Probation Period:**
5. **Training Period:**

During the 1st Three months of training period the Candidate is entitled for a payment of Rs 5,000.00 as a stipend, which is payable on the successful completion of the training period. If for any reason he/she initial training period is extended for one more month he/she will be entitled for payment of Rs. 5,000.00 as stipend for extended period. Still Candidate does not show his/her performance in extended period, he/she will be terminated from the Company without any advance notice and such candidates stipend will be considered as training expenditure and will be retained with the company.

1. **Salary, Increments & Promotions after Training Period:**

During the post training period, he/she will be entitled for consolidated Salary (Basic, DA & ESI &  Other Benefits) of Rs.10,000.00 per month. Thereafter increments will be given annually. Increments will be given at the discretion of the management/Trinity depending upon the performance of the Candidate.

1. **Permitted Leaves:**   
   During the employment period, the Candidate is entitled for one day of casual leave in a month. If he/she remains absent for the work more than one day per month, he/she is not entitled for any salary/wage for the said period of absence.

**6)  Submission of Documents:**  
While reporting for duty by the Candidate with the Trinity, the Candidate is liable to deposit the original documents with the Company i.e. Trinity, as detailed below

* SSLC, PUC Marks Cards
* Bachelor / Diploma Marks Cards
* BE Marks Cards

The same will be retained with the Trinity during the period of agreement.

1. **Performance Letter:**   
   During the agreement period, Company / Trinity will not give any type of performance or experience or any other type of letters which shows the performance grade. Performance or experience letter will be given only after completions of the agreement period.

**8) Standard of Proficiency:**   
Should the Candidate not acquire the standard of proficiency or does not come up to the expectation of the management /Trinity, the Candidate will be dismissed from service without any notice and compensation.

**9)  Alternative Employment :**  
Candidate should not engage in any outside work over and above his/her legitimate work in the Company with the Trinity while he/ she is on duty, on holidays or leave or any other time during the time of employment with Trinity. If Candidate is found guilty of doing so, Trinity reserves all the rights to terminate such employee/Candidate from the services of the company, and take appropriate legal action against such employee/Candidate.

**10) Confidentiality:**   
**Confidentiality and Ownership of the work performed by the Candidate during the employment term:**   
The Candidate shall understand that he/she is working for Trinity for salary/remuneration. Whatever the Candidate develop or work or refer in the form of software’s, content, Source code, Binary code, products, designs, technical documents & any other things during the employment period are the properties of Trinity. Candidate shall not have any right to claim ownership on these in any manner. The Candidate shall not carry any of the mentioned properties out of company premises physically or through emails or pen drives or hard disk drives or any other storage devices or in any manner without prior written approval from the management. Candidate shall not leak out any such information to the outside world. Candidate shall understand that he/she shall keep company details, its affairs, its projects, its customers, its database and other confidential matters & shall not be leaked/taken outside the company in any manner. Company shall work many a times on the outsourced projects. The Candidate shall not work for any of the past, present and prospective clients of Trinity for the next immediate five years from the date of his/her exit from the company. The Candidate shall not use/mention/refer any of the name of the clients/name of the projects on which he/she have worked during the time of his/her employment with Trinity. The Candidate shall refer/use the name of the technology he/she used during the employment with Trinity. If the Candidate is proven guilty of any of the above mentioned aspects he/she shall be liable to pay the amount equivalent to actual damage caused or Rs. 5,00,000.00 whichever is higher.

**11) Overseas Agreement:**   
Trinity enters into varieties of agreements with the valuable customers, pertaining to the important & time bound projects. So Trinity has invested time and money to train the Candidate during this agreement period. Trinity has taken up various project work based on this agreement with the Candidate. Trinity will inform and assign the Candidate about the Project and period required to complete the same. Hence the Candidate is not entitled to leave the service or resign from the company during the aforesaid period. Due to unforeseen reasons Candidate need to be resigned, he/she needs to be informed to Trinity before three months. If he/she is leaving the service during the agreement period, Candidate should pay a compensation amount of Rs.50,000/- (Rupees Fifty Thousand Only) to the company before leaving or resigning for the service, failing which the legal action will be taken against Candidate. And need to complete all the assigned work and handover to the Trinity with Documentation.

**12) Jurisdiction Limits:**  
 The appropriate court within the city of Hubli shall have exclusive jurisdiction over all matters and / or disputes arising out of this agreement / letter of appointment, even if the scope of employment under this agreement / letter of appointment, entitles the place of work to be out of the jurisdictional limits of the Court or the city of Hubli.

**13) Document verifications:**   
If and when information furnished by Candidate in his/her Bio-data regarding qualification, experience, employment and salary drawn etc. are found incorrect or untrue, the Candidate may be dismissed from service without any notice.

**14) Rules and Regulations of the Company:**   
During the employment of the Candidate with the Trinity, the Candidate will be governed by the rules, regulations, service conditions, notices, circulars, instructions etc., as may be formulated by the Management and/or invoked from time to time. The Candidate will maintain cordial atmosphere in the establishment and will not be uncivil or rude to the superiors, colleagues, clients, visitors and others, related to company.

**15) Behaviours, Character & Conduct of the Candidate:**   
In case the Candidate is involved in gross misconduct, negligence, fraud, embezzlement or misappropriation, etc., his/her services may be dismissed by the Company and further legal action will be taken.

**16) Company Activities:**  
 In case the Company closes its activities due to unforeseen reasons the Company will reimburse one month’s salary to the Candidate from the date of its closure.

**17) Performance / Standard of Proficiency:**   
The word Performance / Standard of Proficiency includes that, the Candidate will have to discuss with Trinity on every project or assignment taken up by the Candidate and during the assignment of the said project work to the Candidate by Trinity, both the parties will discuss and fix up the time required for successful completing the project / assignment. Trinity will calculate the average work to be performed by the Candidate per day. To calculate average work per day, Candidate need to maintain the Daily activity report for the assigned projects, irrespective whether Management / Trinity checks it or not. If Daily Activity report is not maintained by the Candidate, it leads to Misconduct. Performance of the Candidate will be decided by Trinity, on the basis of the daily work completed and the time consumed for said Project / Assignment.

**18) Misconduct:**   
The Candidate will have to complete the average work to be performed to the satisfaction of the Trinity, failing which the non-performance will also amount to Misconduct.

**19) Committed Misconduct:**   
The Candidate is deemed to have committed misconduct, if he/ she have violated the conditions specified in the above clauses No. 8, 9, 10, 11, 13, 14, 15, 17 and 18. If the Candidate has found committed misconduct, he/she will be dismissed from service.

**20) Notice period:**

Candidate shall serve a notice period of three months on resigning from his/her services. It is on a desecration of Trinity so as to when to relieve the resigned Candidate from the company services during the notice period. It is the responsibility of a Candidate to complete all the assigned tasks and perform a proper knowledge transfer to the fellow team mates assigned by the management. If the Candidate fails to complete the tasks and perform a knowledge transfer , his/her notice period shall be extended by Trinity at its own discretion for next one month or multiple of one month till the Candidate completes the assigned work and knowledge transfer and handover the responsibility to the management in all respect. Trinity(company) reserves all the rights to take legal actions against the Candidate if the Trinity feels that the Candidate is not performing his/her duties during the notice period.

**21) Dismissal Notice from the Company:**   
If the Candidate is dismissed from the service, on misconduct his / her original documents will be returned only after the period of this agreement and he/she should repay the last 6 months salary to the Company / Trinity and NO experience / performance letter will be given from the Company. Further No reference and clarification will be given for future recruited jobs.

**22) Confidentiality of the Company.**

During the agreement period or after dismissal/terminated or after agreement period, Candidate will not disclose any information related to the company’s clients details or clients project details or client projects in their resumes / curriculum and also will not disclose in any Electronic media like social networks, E-mails, chat conversation with others etc., If the company found this, Company will take legal actions on Candidate and further company will not give any future references and clarification for recruited jobs.

In witness whereof both the parties have put their respective signature on the day, month and year above mentioned.

**Trinity.**

**For Trinity Technologies & Software   
                 Solutions Pvt. Ltd**

**Candidate.**