
Mindtree Digital Practicum | 2022 Batch 8th Semester Internship Offer

1 message

Mindtree Campus <Campus@mindtree.com>

Fri, Feb 25, 2022 at 12:14 AM

To: "abhishekravi718@gmail.com" <abhishekravi718@gmail.com>

Recommended to view in desktop or laptop



24-02-2022

To,
Abhishek Kumar Gupta,
MEGHNAD SAHA INSTITUTE OF TECHNOLOGY
West Bengal

Dear Abhishek Kumar Gupta,

We are pleased to offer you an **internship** opportunity at **Mindtree Limited**. The terms and conditions of this offer are as follows and your Internship will be subject to and governed by these terms and conditions which shall be binding upon you when you accept this offer by counter-signing this letter:

Internship Duration	: 14-16 Weeks
Commencement Date	: 28th Feb 2022
Location	: Remote Online
Stipend	: Milestone based - Refer 12.

Additional Terms:

1. You acknowledge that the purpose of this Internship is to provide you with the opportunity to learn generally about information technology work and to gain practical experience and insights of the workplace and industry, and Mindtree does not derive an immediate advantage from the activities performed by you during the Internship Duration.
2. The Stipend stipulated above is payable per month as consideration for the Internship, shall accrue from day to day and shall be paid monthly in arrears, subject to applicable statutory and other deductions, and applicable tax withholdings. Any costs and expenses borne by you in connection with the Internship shall be your sole responsibility.
3. You may be permitted to be absent during the Internship Duration after obtaining prior approval from your Mentor and your stipend may be reduced, at Mindtree's sole discretion and option, by the period of your absence. Prolonged, frequent, or unapproved absences may lead to immediate termination of your Internship upon notice from Mindtree.
4. While with us, you will be required to adhere to policies / practices of Mindtree as applicable to you in your capacity as an intern and as amended from time to time solely at the discretion of Mindtree ("**Policies**"). These policies will be shared with you before your internship commences and during the Internship Duration.
5. **Confidentiality:** As an intern, you will be privy to, have access to or receive Confidential Information (as defined below). You shall (i) use such Confidential Information solely in relation to and to fulfill your Internship; (ii) disclose Confidential Information only to such persons and as permitted in writing by Mindtree; (iii) treat the Confidential Information with all reasonable care; and (iv) return all Confidential Information (and all copies thereof) to Mindtree immediately upon termination or completion of your Internship. Your obligations to maintain secrecy and confidentiality of the Confidential Information shall continue after termination of your Internship with Mindtree.

“Confidential Information” which means any information, data or non-public business, commercial, personal or technical information of Mindtree, its affiliates, parent company, their personnel or that of their clients including but not limited to research and development projects, services, and business operations, which may be disclosed in writing, orally, electronically, by or on behalf of Mindtree. Any documents and information, which reflect, incorporate and/or are generated using any such Confidential Information, will also be deemed as Confidential Information. All Confidential Information shall be deemed as Mindtree’s trade secrets.

6. **Intellectual Property:** Title, interest and ownership in all information, data, outputs, reports, codes, proprietary information or rights, materials, tools presentations, records and intellectual property rights conceived, created or developed by you in connection with or arising from your Internship, and/or making use of the Confidential Information shall vest solely and exclusively with Mindtree immediately upon creation without the need for any further act or payment of any remuneration. It is clarified that Section 19(4) of the Indian Copyright Act, 1957 shall not apply to any assignment of copyrights under this Letter and you hereby agree not to raise and waive all rights to raise, any objection or claim before the Indian Copyright Board with respect to the assignment pursuant to Section 19A of the Indian Copyright Act, 1957. Also, you may conceive newer and advanced methods to improve processes or systems during your internship; this will remain the sole property of Mindtree.

7. You agree to defend, indemnify and hold harmless Mindtree for any loss, liability, claim, costs, fines and or damage suffered by Mindtree and its personnel as a consequence of any breach by you of this Letter, Mindtree’s instructions or any Policies.

8. Mindtree, at its sole discretion and option, reserves the right to withdraw, suspend and/or amend the offer of Internship and the terms of this Letter at any time prior to the Commencement Date specified above, and you acknowledge and agree that any such action and/or amendment by Mindtree shall be binding upon you immediately without any consequence on Mindtree.

9. You will be an Intern for the Internship Duration. This Letter and the Internship Duration may be suspended, terminated or reduced (as appropriate) immediately with notice from Mindtree to you.

10. Issuance of Internship Certificate is always subject to the successful completion of the entire Internship Duration and at the sole discretion of Mindtree.

11. Mindtree may receive and collect personal data relating to you, including sensitive personal data or information (as defined in the Information Technology Act 2000 and rules made thereunder) (collectively **“Personal Information”**). Mindtree may process such Personal Information for relevant and limited purposes in connection with managing your Internship and/or the business of Mindtree. You consent to (i) collection, use, processing, storage, export, and transfer of your Personal Information by Mindtree and third parties; and (ii) the transfer and disclosure of your Personal Information held by Mindtree to any third parties within India or outside of India, in accordance with the Mindtree’s privacy policy and subject to applicable law.

12.

Internship Milestone	Stipend (INR)
Foundation 1 Valuation & Milestone 2 Valuation	10,000
Milestone 3 Valuation & Milestone 4 Valuation	10,000
Milestone 5 Valuation & Final Comprehensive Milestone 6 Valuation	10,000

The stipend amount for every milestone accomplished in the current month will be credited in the payroll cycle of the consecutive month

This Letter contains the entire understanding between you and Mindtree for your Internship and supersedes all previous discussions and agreements, whether oral or otherwise.

You agree and acknowledge that the Internship is being granted solely for training purposes and that you are not an 'employee' or a 'workman' of Mindtree for the purposes of any employment statute or under any law, and you are not entitled to any wages or any employment benefits (including but not limited to leave and statutory benefits) that are provided solely to employees of Mindtree. You further agree and acknowledge that there is no assurance or guarantee that you will be employed by Mindtree upon completion of the Internship and this Internship is not a guarantee, promise, offer or indication of any future association or relationship with Mindtree.

This Letter and the relationship between us shall be governed by the laws of India and the courts at Bangalore, Karnataka, shall have exclusive jurisdiction over any disputes that may arise therefrom. Mindtree may apply for injunctive or other

appropriate relief from any court of competent jurisdiction.

This offer of Internship is valid until 28 Feb 2022 and if not accepted by such date or in case you fail to join us on the Commencement Date, we will assume that you have declined this offer of Internship which shall consequently stand withdrawn immediately.

You agree that your electronic signature below will have the same force and validity as a handwritten signature, and that your signature represents your acceptance of this Letter and your agreement to abide by the terms herein.

We are confident that you will enjoy your experience with us and that the learning you derive will be mutually beneficial.

Looking forward to seeing your expertise in action soon!

Thanking You,

For Mindtree Limited,



Rosalee M Kombial

Vice President – People Function

AGREED AND ACCEPTED:

Signature:

Name:

Date:

<http://www.mindtree.com/email/disclaimer.html>