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## **Agreement for Trainee Position at AVD Infotech**

### **Purpose**

The purpose of the Trainee Agreement is to identify the skill, trade or occupation for which the trainee is being trained and confirm the qualifying trainee framework that the trainee is following.

### **General**

Firm will take the trainee on board for the trainee position, where he/she will initially learn by observing our team on key projects. Trainee will have the opportunity to ask questions and firm will share useful resources that will help trainee to develop in his/her role. Firm will nominate a trainer from within the firm. The trainer will also dedicate some time on a regular basis to personally give some tutorials about trainee position fundamentals. At some point, if/when, trainer believes trainee to be ready, he/she will let the trainee be more hands-on in more demanding tasks. Before that, the trainer will also ensure that trainee gets hands-on practice less demanding tasks that are going on within the firm.

### **Trainee Agreement**

**THIS AGREEMENT is made on \_\_\_\_/\_\_\_\_/\_\_\_\_ BETWEEN:**

Firm : AVD Infotech

Address : 35, 3<sup>rd</sup> Floor, M.G. Shopping Centre, Raj Mahel Road Mehsana

Phone : 9825595300

CEO : KV Prajapati

**AND (Trainee(s) - name/address)**

for complimentary industrial project training

**NOW IT IS HEREBY AGREED as follows: In consideration by the Firm, the parties agree as follows:**

1. That under the terms of this Agreement, the Firm agrees to provide the Trainee with a traineeship period for identified learning objectives and the Trainee agrees to provide all work and services (the “Services”) reasonably required by the Firm.
2. That the Trainee is expected to attend the training period for trainee position work experience, which will commence on \_\_\_\_\_ and shall end on \_\_\_\_\_ (the “Training Period”), with a review of the position at the end of the \_\_\_\_ month of the Training Period. During this time the trainee will commit a minimum of \_\_hours per week to work on his/her trainee obligations (the “Minimum Hours Requirement”).
3. That the Trainee will have no contractual relationship with the Firm and that the training contract is not an employment contract. However, the Trainee will be expected to behave as part of the Firm on whatever position he/she is assigned and shall abide by all the terms and conditions applicable to the Firm’s own staff and respect the Firm’s policies, values and procedures.
4. That the Trainee will not be paid for his/her traineeship period. With an exception to possible individual tasks or projects agreed separately in writing.
5. That the Trainee must keep a record of all tasks through the daily task and time record.
6. That the Trainee wishing to terminate the traineeship period must give one-week notice to the Trainer.
7. That the Firm may terminate the traineeship period. Grounds for immediate termination as determined solely by the Firm of the Trainee yet include but are not limited to the following actions or events:
  - a. Unauthorized absences or lack of communication
  - b. Incapacity to attend training experience
  - c. Inappropriate language or conduct to the Firm’s customers or employees
  - d. Inappropriate behavior to any employees of the firm
  - e. Misuse of tools or information of the firm
  - f. Actions that go against firm values as set out in **appendix A**
  - g. Fraud or any criminal offence
  - h. Breach of this agreement

### **Proprietary Information and Confidentiality**

Trainee is aware that in the course of her/his engagement with the Firm and/or in connection therewith, Trainee may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Firm, its affiliates, customers and



suppliers, and including information received by the Firm from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as **AVD Infotech Trainee Agreement** "Proprietary Information", which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the Trainee.

Trainee agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of the Firm and its affiliates and their assigns. During the Trainee Period and upon its expiration thereafter, Trainee shall keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Proprietary Information without the prior written consent of the Firm, except and to the extent as may be necessary in the ordinary course of performing Trainee's duties pertaining to the Firm and except and to the extent following, possible written notice from the Trainee to the Trainer and/or Firm as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity.

Without derogating from the generality of the foregoing, the Trainee agrees: (a) not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the proprietary information, or any part thereof, without the prior written consent of Firm, except as may be necessary in the performance of her/his duties pertaining to the Firm; (b) to exercise the highest degree of care in safeguarding the proprietary information against loss, theft or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality; (c) upon a request by the Firm to do so, the Trainee shall immediately deliver to the Firm or destroy all proprietary information and any and all copies thereof, in whatever form, that had been furnished to the Trainee, prepared thereby and/or came to her/his possession in any manner whatsoever, during and in the course of her/his engagement with the Firm, and shall not retain and/or make copies thereof in whatever form.

Trainee acknowledges that any breach of her/his obligations pursuant to this section would cause the Firm substantial damage for which the Firm shall hold them liable.

## **Inventions and Work Product**

Trainee agrees to promptly and from time to time fully inform and disclose to the firm all inventions, work products, designs, improvements, discoveries, algorithms, code, executable code, compilation and execution, configuration instructions and the like, which Trainee shall have created, developed or altered during her/his engagement with the Firm, and which result from and are related directly to the services rendered by Trainee to the Firm, or which derive from any experimental work performed by the Firm, whether conceived by Trainee alone or with others (the "Inventions").

All Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Firm and Trainee shall not be entitled, and hereby waives, now and/or in the future, any claim to any right, AVD Infotech Trainee Agreement compensation and/or reward in connection therewith.

## **Disputes and Governing Law**

This Agreement will be governed by and constructed in accordance with the applicable law and jurisdiction. Any disputes arising out of this agreement shall be resolved in *Mehsana Jurisdiction*.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.**

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**Date:**

**Trainee**

**Firm**

**AVD Infotech**



# Appendix A

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## Firm Values At Work

1. Deliverables matter. Everyone should add measurable value; these can include, but not limited to design templates, wireframes, documentations, diagrams, improvement in existing process or lines of code that may/not carry monetary terms.
2. Being proactive and taking charge
3. Being passionate about your work, if you don't care, why should anyone else
4. Using common sense
5. Including others and leveraging each other
6. Thinking outside the box
7. Active communication, updating tasks and asking for feedback
8. Constructive criticism. If you think something is not good, you should always have suggestion on how to improve.
9. True honesty
10. Iterative processes
11. If you are unsure – ask. If you don't know – say you don't know

## How We Work

We do not believe in putting people in boxes, but rather we believe in new people finding what is the most motivating and valuable for them in their role. We expect everyone to take ownership of their tasks, responsibility for what they do and be accountable for their successes and their mishaps. We are an entrepreneurial firm and we care about one thing above all, building value for the firm and our customers.

As an entrepreneurial organization, we should always consider ourselves a team and work as one. We have vast expertise on several continents, it is crucial that we take advantage of this vast knowledge. In local operations, we must leverage other local operations to make the most of our efforts.

Working in Firm is an opportunity, not an obligation. Every team member earns being part of this journey every week.

