

AGREEMENT

BETWEEN

J. RAY McDERMOTT ENGINEERING SERVICES PRIVATE LIMITED

AND

KARTHIKEYAN, AKILESH

FOR

PROVISION OF INTERNSHIP

AGREEMENT No. MDR-2022-005
JUNE, -2022

AGREEMENT

THIS AGREEMENT is made effective the Twenty Nineth (29) day of June, 2022, by and between J. Ray McDermott Engineering Services Private Limited, a company organised and existing under the laws of India and having its business office at RMZ Millenia Business Park, 4th Floor, Campus 1C, 143, Dr. MGR Road, Kandanchavadi, Perungudi, Chennai - 600096, India (hereinafter "JRMESPL") and Mr.Karthikeyan, Akilesh, 1-F1, Jains Abhinavan Murugu Nagar Extension, Velachery Chennai-600042 (hereinafter "TR").

WITNESSETH

WHEREAS JRMESPL is an engineering related industry organization involved in design and engineering of various facilities in the Oil & Gas industry, and

WHEREAS JRMESPL has designed a Summer Internship Program to provide students with practical experience and industry exposure; and

WHEREAS TR is desirous of enrolling for the Summer Internship Program at JRMESPL facilities and JRMESPL is willing to provide the same, and

NOW THEREFORE in consideration of the mutual covenants and undertakings set forth in this Agreement, the parties hereto agree as follows: -

ARTICLE 1 – INTERNSHIP

- 1.1 As part of TR's curriculum, TR will undergo Internship with JRMESPL at JRMESPL facilities. Application from TR for such Internship shall be made in writing. Upon receipt of such application, JRMESPL shall at its sole discretion approve and/or reject such application. JRMESPL may, if it requires, interview TR to determine TR's eligibility before taking a decision on TR's Internship. For avoidance of doubt, it is clarified that the sole emphasis of this Internship is education for TR by means of practical experience and not for any financial benefits to TR.
- 1.2 TR shall report to the designated JRMESPL Representative and act exclusively in accordance with the directions of such JRMESPL Representative.
- 1.3 If JRMESPL reasonably believes that TR is unsuitable, unqualified or medically or physically unfit to perform the Internship or has violated any of TR's obligations under this Agreement, JRMESPL shall immediately terminate the Internship of TR.
- 1.4 The Internship for TR shall be for a maximum period of **One Month** (hereinafter "Term of Internship"). However, based on mutual agreements between both the parties, JRMESPL shall increase or decrease the Term of Internship.
- 1.5 JRMESPL shall not be responsible for the accuracy or adequacy of the outputs generated by the Summer Internship Program.
- 1.6 TR shall be required to put in a minimum eight (8) hours a day, five (5) days a week (Monday to Friday) and shall not be eligible for any leaves during the Term of Internship other than public holidays in India. However, on a case-by-case basis, JRMESPL may allow leaves.

ARTICLE 2 - TR'S OBLIGATIONS

- 2.1 TR shall, during the Internship, conduct himself/herself in an orderly and safe manner complying with JRMESPL policies, standards and regulations relating to safety, confidentiality, information technology, ethics, drugs and alcohol, conflict of interest, firearms and weapons, working hours and general working conditions. JRMESPL shall immediately terminate the Internship of TR if TR violates the obligations hereto.
- 2.2 TR undertakes that TR possess valid and current documents required for undergoing Internship in India, including but not limited to necessary approvals from the governmental authorities of the State of Tamil Nadu and India.

ARTICLE 3 - INDEMNITY

- 3.1 TR shall defend, indemnify and hold harmless JRMESPL, its parent, affiliated and subsidiary companies, and its and their employees, officers, directors, agents, contractors, subcontractors, vendors, clients, principals and each of their respective successors (hereinafter "JRMESPL Group") from and against any claims, demands, debts, damages losses and the like in respect of (i) any injury to or death of TR, and any loss of or damage to any property of TR, and (ii) any injury to or death, loss of or damage caused by TR to third parties, arising in connection with the Internship, regardless of whether such injury, death, loss or damage is caused by the sole negligence or fault of JRMESPL Group.
- 3.2 TR shall observe and comply fully with all applicable safety standards, regulations, programs and procedures while he/she is in the property of JRMESPL or using JRMESPL facilities and, in the event of any breach thereof shall be liable for all direct and indirect consequences.
- 3.3 Notwithstanding any other provisions of this Agreement, JRMESPL shall not be liable to TR, whether arising under contract, tort (including negligence), strict liability, vicarious liability or otherwise, for loss of anticipated profits, loss of business, loss of use of capital or revenue, loss of money or for any special, indirect and/or consequential loss or damage of any nature whatsoever.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by either party by providing one (1) day written notice to the other party, provided however, that any and all rights and obligations which have accrued prior to termination shall survive such termination.

ARTICLE 5 - CONFIDENTIALITY

TR shall not divulge to anyone any Proprietary Information known or acquired from JRMESPL during the Internship. As used in the Agreement, "Proprietary Information" means all business, financial and technical information with respect to JRMESPL, its parent, subsidiary and/or affiliate company's business or equipment or devices, or procedures or JRMESPL's relationships with its clients and/or subcontractors, which is acquired, directly or indirectly, by TR from JRMESPL during the Internship. Proprietary Information may be in any form, tangible or intangible, and at all times shall be the property of JRMESPL. This obligation shall survive the expiration or termination of the Agreement.

ARTICLE 6 - RELATIONSHIP BETWEEN THE PARTIES

TR is not an employee, agent or representative of JRMESPL and has no authority to commit any obligation or bind JRMESPL in any manner and shall not represent himself/herself as having such authority. Notwithstanding any other provisions under this Agreement, TR shall in no circumstances be considered to be employee or agent of JRMESPL and accordingly, TR shall have no right to any of

JRMESPL's employee benefits. For avoidance of doubt, it is clarified that sole emphasis of this Internship is education for TR by means of practical experience and not for any financial benefits to TR.

ARTICLE 7 - GOVERNING LAW, LANGUAGE AND ARBITRATION

- 7.1 This Agreement shall be construed and its performance shall be determined in accordance with the laws of India. The language of this Agreement shall be the English language. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be settled mutually by the parties.
- 7.2 TR represents and assures that TR will comply with the local laws, regulations, rules, ordinances, customs and orders having force of law in India and defend, indemnify and hold JRMESPL harmless from and against any actions, claims, demands, debts, damages and losses howsoever caused in respect of any violations to the said representation and assurances.

ARTICLE 8 - GRATUITY PROHIBITED

TR shall not pay any commissions or fees or grant any rebates or other remuneration or gratuity to any employees, director, agent or representative of JRMESPL.

ARTICLE 9 - TIME SHEETS & REPORTS

TR shall on a weekly basis prepare his/her time sheets and/or an approved summary thereof particularizing the days and hours worked, description of the work executed, etc and submit the same to JRMESPL Representative for approval. Originals of such approved time sheets/summary shall be retained by JRMESPL Representative.

ARTICLE 10 - TITLE TO DOCUMENTATION

- 10.1 All technical data, standards, specifications, drawings and the like furnished to TR by JRMESPL in connection with Internship are and shall continue to be the property of JRMESPL Group. All such materials or documents together with reproductions or copies, if any, shall be returned to JRMESPL, upon request, promptly following completion of the Internship.
- 10.2 All data and records developed by TR during the course of Internship shall at all times be the property of JRMESPL and JRMESPL shall have the unlimited and unrestricted right to use or possess such materials or documents for whatever purpose.
- 10.3 TR agrees to disclose promptly in writing to JRMESPL all ideas, creations, inventions, discoveries and improvements, whether or not patentable or copyrightable and whether or not fixed in any mode of expression or reduced to practice that TR conceives of, alone or jointly with others, during TR's Internship with JRMESPL.
- 10.4 TR agrees to maintain complete records of all his/her creative or inventive activities and to deliver such records to JRMESPL at termination of internship with JRMESPL.

IN WITNESS WHEREOF, the duly authorised representatives of the parties hereto have executed this Agreement in duplicate originals effective the day, month and year first appearing herein.

For and on behalf of:

J. RAY McDERMOTT ENGINEERING SERVICES PVT LTD.

For and on behalf of:

KARTHIKEYAN, AKILESH

Signature : 

Name : M Christopher Kishore Kumar

Designation : Human Resources Manager

Date : _____

Signature : K. Akilesh

Name : Akilesh . K

Date : 29/06/2022