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## INTERNSHIP AGREEMENT

This Internship Agreement ("**Agreement**") is made on this the **01/29/2023** at **Chennai**.

### **BETWEEN**

**MTAB Technology Center Private Limited**, #133, Developed plots, Electrical & Electronics Industrial Estate, Perungudi, Chennai – 600096 hereinafter called "**Company**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the FIRST PART;

### **AND**

**Prasad Barsingh**, India hereinafter called the "**Project Intern**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the SECOND PART.

Company and the Intern shall hereby individually be referred to as a "**Party**" and collectively as "**Parties**".

**WHEREAS**, the Intern is desirous of taking advantage of the online educational platform i.e., [www.abhyaz.com](http://www.abhyaz.com) provided by the Company to enable the Intern to learn about the Company and its functions/affairs.

**WHEREAS**, the Company owns all rights and interest in, and manages the Abhyaz platform (as defined hereinafter) which is an internet based online educational platform.

### **NOW THIS AGREEMENT WITNESSETH AS UNDER:**

#### **1. DEFINITIONS**

- 1.1. "Effective Date" shall mean **01/30/2023**.
- 1.2. "Abhyaz" means the integrated platform in the name of Abhyaz. This is a platform which offers e e-learning content, learning management system, engineering application simulation software for practice, skill development programs and gig opportunities and is represented by the domain names [www.abhyaz.com](http://www.abhyaz.com) and the related mobile application, including any variations thereof or any other sub-pages, domain name/mobile application, intimated by the Company to the Intern.

## 2. **SCOPE OF WORK**

- 2.1. The Abhyaz platform is operated and managed by the Company inter alia as an internet and web-based educational platform that can be utilized by various eligible educators, trainers, educational institutions, interns etc. to provide educational training programs to customers/trainees on such terms and conditions as are determined and contained in the Agreement and work orders from time to time.
- 2.2. The Intern will be assigned a mentor from the Company who will be assigning the experiments pertaining to the educational programs. The Intern shall be solely responsible to complete the experiment and report to the mentor with his/her opinion addressing the said problem statement.
- 2.3. The Intern shall be responsible to ensure that he/she is available for in conformity with the Agreement i.e., the services shall be without any fault, imperfection or shortcoming in the quality, or standard which is required to be maintained by or under the applicable laws for the time being in force and also that the services provided are in accordance with the requirements stipulated in this regard under applicable laws.

## 3. **CONSIDERATION**

- 3.1. The Abhyaz platform is a commercial platform and accessed by different stakeholders. The intern on account of clearing the hiring process he/she will be deputed under the relevant technology as per their assessed skill set. The Intern will be provided with an opportunity to use the Abhyaz platform and execute the work provided by the Company.
- 3.2. The Intern is eligible to receive the payment from the Company by end of the month, for his/her services based on successful completion of the experiments in a week.
- 3.3. This internship will have clear weekly and monthly deliverables and performance evaluation frameworks. If the intern is unable to provide minimum of one experiment in a week, the company reserves the right to cancel this agreement.
- 3.4. The Intern represents that he/she has a consideration for the usage of the Abhyaz platform free of charge. Any usage under such condition shall only be during the term of this Agreement and shall not be renewed thereafter. The Intern gives as an assurance that the Abhyaz platform will be used responsibly towards the execution of the work allotted within the internship period by accepting this

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offer under this consideration. If the intern is found to be non cooperative and not adhering to the terms and conditions of the internship, the company reserves the right to revoke access to the platform and cancel the agreement.

- 3.5. On successful completion of the internship with a minimum of 80% cumulative score during the period of 3 Months the intern might give an offer for the role as Technical Mentor with the organization.

### **DISCIPLINARY ACTION AND TERMINATION POLICY**

- 3.6. The Intern shall be provided access to the Abhyaz platform only during its term.
- 3.7. This Agreement shall come into force on the Effective Date and shall continue for a term of 3 months unless the Company chooses to terminate this Agreement with immediate effect owing to the Intern's breach of terms. The Company also has the right to suspend the Intern from availing the services on the Abhyaz platform upon termination.
- 3.8. The Company may terminate this Agreement during the term of internship immediately if the candidate didn't complete the required experiments. If the candidate wants to terminate the agreement he/she should provides an advance notice of 2 Week prior in writing to company mail at [hr@mtabtechnology.com](mailto:hr@mtabtechnology.com).
- 3.9. If Interns violate procedures, policies, or ethics of the organization, it will lead to immediate termination.
- 3.10. Interns are not allowed to download any confidential data of Abhyaz / CNC Train/ MTC , if so disciplinary actions will be taken.
- 3.11. An intern may be placed on probation or terminated from the program based on the following ( but not limited to these factors)
- Excessive absences.
  - Unsatisfactory performance
  - Acts of harassment or disruptive behaviour.
- 3.12. In, the case of probation, the letter will include deficiencies, a plan for improvement & a time line should be made.
- The intern may be removed from probationary status if the deficiencies outlined are corrected within

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the designated period.

3.13. If the plan for correcting deficiencies does not lead to satisfaction of performance, the intern may be terminated.

3.14. Final decisions regarding disciplinary action or termination are made by the team.

#### 4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 4.1. The Intern shall obtain and maintain all corporate authorizations and all other applicable governmental, statutory, regulatory or other consents, licenses, authorizations, waivers or exemptions required for the Intern under applicable laws to enter into and perform its obligations and offer educational services to the end customer/trainee or as otherwise required for the performance of its obligations under this Agreement and it represents that all such corporate authorizations and all other applicable governmental, statutory, regulatory or other consents, licenses, authorizations, waivers or exemptions have been obtained and are valid and subsisting throughout the term of this Agreement.
- 4.2. The Intern acknowledges that apart from the terms and conditions described in this Agreement, it shall comply with the Code of Conduct attached herewith as Annexure-A and Company's policies available on its Abhyaz platform such as its Terms and Conditions, End User License Agreement and Privacy Policy.
- 4.3. The Intern warrants that there are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Intern under this Agreement.

#### 5. **CONFIDENTIALITY**

- 5.1. "Confidential Information" means and includes but is not limited to the Annexure and Schedules (if any) attached hereto; any computer software or other technical information, technology, research, design, idea, process, procedure, or improvement, or any portion or phase thereof; information relating to Company's current or proposed products, services, methods, businesses or business plans, marketing, pricing, distribution and other business strategies; lists of, or any other information relating to, Company's customers, trainers, agents or employees and Company's relationship therewith; the material and documentation and any financial information relating to any of the foregoing.
- 5.2. All disclosures of Confidential Information by the Company are made solely on a confidential basis and

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as trade secrets. Accordingly, Intern shall maintain the confidentiality of all Confidential Information during the term and any renewal term and at all times thereafter, irrespective of the manner or method in which it is terminated.

5.3. This Clause shall survive in perpetuity after expiry and termination of this Agreement.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. "Intellectual Property" means and includes but is not limited to ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, algorithms, works of authorship, electronic codes, proprietary techniques and other confidential and proprietary information; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments. It includes but is not limited to (i) all rights, title and interest under any statute or under common law including in any Intellectual Property or any similar rights, anywhere in the world, whether negotiable or not and whether registrable or not, (ii) any licenses, permissions and grants in any of the foregoing; (iii) applications for any of the foregoing and the right to apply for them in any part of the world, and (iv) all extensions and renewals thereto.
- 6.2. It shall be the sole responsibility of the Intern to ensure that his or her services during the internship, does not infringe upon the Intellectual Property Rights or other proprietary rights or similar rights of any third party, and for any breach or violation of such Intellectual Property Rights or other proprietary rights, it shall be solely liable and responsible for any breach or violation of such intellectual property rights.
- 6.3. The Intern shall have no claim whatsoever over the Company's products/Abhyaz platform/applications and any of the content/code therein at any juncture of time, and the same shall survive the term and termination of this Agreement.
- 6.4. All problems solved by the Intern and opinions arising out of the work done by the Intern shall form part of the Company's Intellectual Property and the Intern shall have no claim whatsoever over the same.

## 7. DISPUTE RESOLUTION

- 7.1. In the event any dispute arises out of or in connection with the terms herein, including the validity

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hereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) calendar days, gives a notice to this effect, to the other Party in writing.

- 7.2. In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be appointed by the Parties mutually. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 (as amended till date and any further amendments). The seat and venue of Arbitration shall be Chennai. The language of Arbitration shall be English.

## 8. GOVERNING LAW AND JURISDICTION

The Agreement and all questions arising in connection with it shall be governed by and will be construed according to the laws in force in India and the Courts in Chennai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.

## 9. THIRD PARTY

The Company reserves the right to undertake directly or through a third party any training, marketing, and promotional activity of the Abhyaz platform as an online gig and skill development platform and enter into any arrangement with third parties for the training, marketing and promotion of the Abhyaz platform.

## 10. SEVERABILITY

This Agreement is severable, that is if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

## 11. FORCE MAJEURE

If a Party is unable to perform its obligations due to events beyond its control including but not limited to events of general strike, civil unrest, riots, occurrence of natural disasters, pandemic, technological failures, technical glitches, internet failure, software or hardware glitches or general prohibition by Governmental or other authorities, which are not attributable to the act, omission or negligence of such





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Party (hereinafter referred to as the “Affected Party”), its non-performance will be excused so long as such event continues, if the Affected Party informs the other Party in writing about the occurrence of such event and stating the reasons why it is unable to perform its obligations under the Agreement. Notwithstanding the foregoing, at any time after the receipt of such notice from the Affected Party and so long as the Affected Party is unable to perform its obligations herein, the other Party will have a right to issue a notice to the Affected Party for termination of the Agreement.

## 12. TERMS OF INTERNSHIP COMPENSATION

- 12.1. Abhyaz internship is an inclusive program makes your workplace ready - The intern should complete minimum of 1 outcome for getting the certificate and 2 outcomes for getting the stipend.
- 12.2. The intern will be paid **Rs 625/-** on successful completion of one outcome.
- 12.3. Only two outcomes per month will be eligible for the stipend and the remaining work you will do is for your learning.
- 12.4. Attention to details, minimum review and corrections and a wholesome approach of getting the outcome right is encouraged. Submitting a lot of outcomes which require corrections will lead to poor review and grading and eventually result in no outcome getting cleared by the mentor.
- 12.5. The outcomes will be byte-sized projects that will be reviewed every friday and continuously graded by peers and your supervisors. Peer to peer grading - means other interns will review your work and you will also review others' work. This allows a healthy manner in which you can collaborate and improve your submissions before they are finally reviewed and graded by the mentor.
- 12.6. Based on successful completion of outcomes the interns will be paid as per company monthly payment cycle. If the intern is unable to deliver the minimum outcome by the end of 3rd week, the intern will be released from this program to seek other suitable opportunities or upskill themselves and apply again.
- 12.7. Abhyaz Offers internship for minimum of 1 month tenure for Students, 3 months for finishing school and Career restart candidates.. In case of emergency, the intern can take 2 leave but can't exceed more than that. If taken the certificate cannot be issued or can be kept on hold and he/she will be ineligible for the compensation.
- 12.8. If the intern writes to us within the given 30 days of relieving date for the certificate, then he or she will be ineligible for payment



- 12.9. If the intern pursue to write to us about the certificate more than 3 times, then he or she will be ineligible for certificate
- 12.10. After receiving the certificate if you will pursue to write to us about the compensation more than 2 times then you will be ineligible for payment
- 12.11. After receiving the certificate if you will pursue to write to us about the compensation more than 2 times then you will be ineligible for payment
- 12.12. After the tenure of their internship, the intern must fill exit form & fulfill all exit formalities otherwise certificate and compensation will be on hold.
- 12.13. Abhyaz interns will receive the certificates only after the existing policies are successfully completed.
- 12.14. Abhyaz interns after completing the tenure of the internship should avoid repetitive queries on the same issue as it takes time, we will revert within 1day -1 week.
- 12.15. Due to any uncircumstances or uncertain situations, if an intern wants to leave the internship, they need to inform their respective mentor & HR Team.
- 12.16. Without 2 weeks prior notification if an intern exists the internship may lead to termination of their internship & neither will be re-hired+ nor will be certified and paid
- 12.17. If the intern takes leave after submitting resignation, then he or she will be ineligible for compensation.
- 12.18. If the intern takes, more than 2 days of leave during the 2 weeks relieving period, he or she will be ineligible for certificate
- 12.19. If the intern does not serve the relieving period, he or she will not be eligible for certificate and compensation
- 12.20. Threatening emails and any repeated persistent aggression on HR, employees & interns of the organization will not be encouraged or accepted & legal action can be taken.
- 12.21. As we ensure candidates should be aware of their rights & responsibility at abayaz.

### 13. **SURVIVAL**

Any and all obligations under this Agreement which, by their very nature should reasonably survive the



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termination or expiration of this Agreement, will so survive.

IN WITNESS WHERE OF the Parties have executed this Agreement through their Authorized Signatories.

**For MTAB Technology Centre  
Private Limited**

Human Resource

### **ANNEXURE-A**

#### **Code of Conduct for Interns:**

The Intern understands that permissible work absences are restricted to illness or other serious circumstances. The Intern will be responsible for notify the Company and his/her mentor immediately in case of absence.

If the Intern feels victimized by a work-related incident (e.g. job misrepresentation, unethical activities, sexual harassment, discrimination, etc.), the Intern must contact his/her mentor from the Company immediately.

The Intern will conduct himself/herself in a professional manner at all times. This includes, but is not limited to:

1. Maintaining confidentiality regarding Confidential Information accessed and services associated with the internship in accordance with the Internship Agreement;
2. Reporting for the internship on-time;
3. Using appropriate written and oral expression in all interactions with his/her mentor from the Company;
4. Participating and excelling in the entrance test required by the Company for the internship;
5. Observing all established safety and sanitation codes including wearing a mask at Company's premises;
6. Engaging in positive, good, legal behaviour;
7. Accepting responsibility and accountability for decisions and actions taken while during the term of internship with the Company;
8. Ensuring that all interactions with the Company and its associates are conducted with dignity and



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respect towards every person

**MTC**

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