

# Risk Report

## Automated analysis

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Overall Risk Score: Mid + High Risk Exposure

### Risk Breakdown

43%

24%

19%

57%

High (5)

Medium (4)

Low (12)

High Risk

Medium Risk

Low Risk

### Document Summary

This document is an internship offer letter from Script Lanes to Shubham for a Full Stack Developer Intern position. It outlines the terms of the internship, including project responsibilities, stipend details, and working hours. Key

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provisions cover the mandatory signing of a Non-Disclosure & IP-Assignment Agreement (NDA/IPA), strict confidentiality obligations regarding company information and intellectual property, and the assignment of all 'Work Product' created during the internship to Script Lanes. The letter clarifies that it does not guarantee future employment and includes restrictions on publicity, social media, client non-solicitation, and non-competition post-internship. It also details evaluation and certification requirements, various termination conditions for both parties, return of company property, governing law, and leave policies.

## Key Terms

Internship

Full Stack Developer Intern

Script Lanes

Stipend

Responsibilities

Non-Disclosure & IP-Assignment Agreement (NDA/IPA)

Confidential Information

Certification

Employment Status

Evaluation

Termination

Offer Acceptance

Intellectual-Property Assignments

Work Product

Moral Rights

Publicity Restrictions

Client Non-Solicitation

Social-Media Restrictions

Non-Competition

Non-Use

Non-Solicit (Employee)

Trade Secrets

Goodwill

Return of Company Property

Governing Law

Dispute Resolution

Entire Agreement

Amendment

Leave Policies

Satisfactory Completion

Unsatisfactory Performance

Misconduct

Breach of Confidentiality

IP Obligations

Written Notice

Exclusive Property

Irrevocably Assign

Prior Written Consent

Jurisdiction

Company Policies

Supersedes

Unpaid Leave

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Top Risk Clauses

High Risk (5)

4 Confidentiality (broad, post-term obligations)

9 Intellectual-Property Assignments (all work, moral rights)

12 Non-Competition / Non-Use & Non-Solicit (post-internship)

Medium Risk (4)

2 Stipend (conditional payment)

6 Evaluation & Certification (company discretion for termination)

8 Terminations (company's broad termination rights)

Low Risk (12)

1 Project & Responsibilities

5 Employment Status (no guarantee)

13 Return of Company Property

#### Key Clause Analysis

**CLAUSE:** Clause 4: Before starting, you will sign the attached Non-Disclosure & IP-Assignment Agreement ("NDA/IPA"). "Confidential

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"Information" means all non-public information-technical, commercial or otherwise—including but not limited to source code, algorithms,

documentation, product road-maps, client lists, pricing, business strategies and personal data. You must not disclose, copy or use Confidential Information except as needed to perform your internship duties. This obligation continues for 1211/1212 after your internship ends, or until the information becomes public through no fault of yours, whichever is earlier.

**EXPLANATION:** This clause is extremely important because it requires you, as the intern, to protect all private and sensitive information belonging to Script Lanes. This includes technical details like source code, algorithms, and product plans, as well as business information like client lists, pricing strategies, and personal data. You are not allowed to share, copy, or use this information for any purpose other than performing your internship tasks. This duty to keep information confidential does not end when your internship does; it continues for a specified period after you leave, or until the information becomes publicly known without any fault on your part. You will also need to sign a separate Non-Disclosure & IP-Assignment Agreement (NDA/IPA) before you begin.

CLAUSE: Clause 9: All inventions, works of authorship, source code, documentation, data, designs, processes, know-how and other materials (collectively, "Work Product") that you conceive, create or contribute to■ alone or jointly-during the internship and that relate to Script Lanes' present or anticipated business are the exclusive property of Script Lanes. You hereby irrevocably assign to Script Lanes all rights (including moral rights) in such Work Product and will, at the company's expense, execute any documents reasonably required to perfect this assignment.

EXPLANATION: This clause clarifies that anything you create, develop, or contribute to while you are an intern at Script Lanes, which relates to the company's current or future business, automatically becomes the sole property of Script Lanes. This "Work Product" includes a wide range of items such as software code, documents, data, designs, and any new ideas or processes. By accepting this, you are permanently giving up all your rights to this work, including any 'moral rights' (which typically relate to

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authorship attribution). You also agree to sign any additional documents, at the company's cost, that might be needed to formally confirm that Script Lanes owns this intellectual property.

CLAUSE: Clause 8: Script Lanes may terminate this internship (i) for unsatisfactory performance or misconduct, (ii) breach of confidentiality or IP obligations, or (iii) business reasons, you may resign upon seven (7) days written notice.

EXPLANATION: This clause outlines the conditions under which your internship can be ended by either you or Script Lanes. The company can terminate your internship for three main reasons: (i) if your work performance is not satisfactory or you engage in inappropriate behavior (misconduct), (ii) if you violate the confidentiality rules (Clause 4) or the intellectual property ownership rules (Clause 9), or (iii) due to broader business reasons (e.g., changes in project needs or company strategy). On your part, you have the right to end your internship by giving Script Lanes seven (7) days' written notice beforehand.

CLAUSE: Clause 12: For 1211/1212 (1211/1212 after the internship ends you shall not, directly or indirectly: 1. Use or disclose Work Product or Confidential Information to create, support or promote any product or service that competes with Script Lanes or its clients; or 2. Solicit any employee, intern or contractor of Script Lanes to leave the company. These restrictions protect Script Lanes' trade secrets and goodwill and are intended to be reasonable and enforceable under Indian law.

**EXPLANATION:** This clause imposes significant restrictions on you for a specified period (indicated by the `1211/1212` placeholder) after your internship with Script Lanes ends. Firstly, you are prohibited from using or sharing any of the "Work Product" (which you created and assigned to the company) or "Confidential Information" (defined in Clause 4) to develop, support, or promote any product or service that directly competes with Script Lanes or its clients. Secondly, you are not allowed to actively

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encourage or persuade any current employee, intern, or contractor of

Script Lanes to leave the company. These rules are put in place to protect Script Lanes' valuable business secrets and reputation, and the company intends them to be legally sound and enforceable under the relevant law (indicated by Indian` law).

**CLAUSE:** Clause 5: This internship does not constitute an offer of employment nor a guarantee of future employment with Script Lanes.

**EXPLANATION:** This clause is important as it clearly defines the nature of your relationship with Script Lanes. It states that participating in this internship does not mean you have been offered a permanent job, nor does it guarantee that you will be offered a job with the company in the future once the internship concludes. Essentially, it sets expectations that the internship is a temporary learning and working experience, separate from any long-term employment commitment.

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