# Insert Company Logo

# INTERNSHIP AGREEMENT

This Internship Agreement (the “Agreement”) is made and entered into this **29th May 2019** (the “Effective Date”) by and between **xx Company** with its principal place of business located at Ocean Business Centre in **the Sultanate of Oman** (the “Company”) and **Insert Intern name**, an Omani national ,ID number xxx (the “Intern”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, the Company is in the business of **xxxxxxxxxxxxxxxxx**

WHEREAS, the Intern has skills in the area of **xxxxxxxxxxxxxxxx**

WHEREAS, the Company desires to engage the Intern to provide certain services in the area of the Intern’s skills and the intern is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Engagement and Services**

1. Engagement. The Company hereby engages the Intern to provide and perform the services set forth in Exhibit A attached hereto (the “Services”), and the Intern hereby accepts the engagement.
2. Standard of Services. All Services to be provided by the Intern shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of the intern with the background and experience that the Intern has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Intern to perform the Services.
3. Representation and Warranty. The Intern represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

**2. Internship Period**

1. Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in Article 2 (b) (the “Internship Period”).
2. Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving **[five days]** calendar days written notice.

This Agreement may be terminated by either Party by giving **[five days]** calendar days written notice of such termination to the other Party in the event of a material breach by the other Party.

1. Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

**3. Internship Fee and Expenses**

1. Internship Fee. In consideration of the Services to be rendered hereunder, the Company shall pay the Intern an Internship fee for executing xxxxxxxxxxxxxxxxxxx. The Internship allowance will be 100 OMR (One Hundred Omani Rial).
2. Expenses. The Intern shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Company.
3. Payment. The Intern shall submit to the Company a monthly invoice. All such invoices shall be due and payable within **[Thirty]** calendar days after receipt thereof by the Company.

**4. Confidential Information**

1. Defined. In this Agreement the term “Confidential Information” shall mean the Work Product and any and all information relating to the Company’s business, including, but not limited to, clients/candidates information, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to the Intern. Confidential Information does not include information which:
2. is in or comes into the public domain without breach of this Agreement by the Intern,
3. was in the possession of the Intern prior to receipt from the Company and was not acquired by the Intern from the Company under an obligation of confidentiality or non-use,
4. is acquired by the Intern from a third party not under an obligation of confidentiality or non-use to the Company, or
5. is independently developed by the Intern without use of any Confidential Information of the Company.
6. Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Company, the Intern will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

The Intern may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the Intern shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Intern shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

1. Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Company’s earlier request, the Intern will deliver to Company all of Company’s property or Confidential Information in tangible form that the Intern may have in its possession or control. The Intern may retain one copy of the Confidential Information in its legal files.

**5. Interference with Business**

Non-Competition. During the term of this Agreement, the Intern will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

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**6. Independent Contractor**

The Intern agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship between the Intern and the Company. The Intern shall have no right to receive any employee benefits provided by the Company to its employees. This Agreement does not authorize the Intern to act for the Company as its agent or to make commitments on behalf of the Company.

**7. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties’ respective obligations hereunder shall resume.

In the event the interruption of the excused Party’s obligations continues for a period in excess of 10 calendar days, either Party shall have the right to terminate this Agreement upon **[ten]** calendar days’ prior written notice to the other Party.

**8. Non-Publicity**

Each of the Company and the Intern agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except:

1. to its advisors, attorneys or auditors who have a need to know such information,
2. as required by law or court order,
3. as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or
4. as may be required in connection with the enforcement of this Agreement.

**9. Assignment**

The Services to be performed by the Intern hereunder are personal in nature, and the Company has engaged the Intern as a result of the intern’s skills relating to such Services. The Intern, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company’s prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

**10. Injunctive Relief**

The Intern acknowledges that a violation of Article 4 or 5 would cause immediate and irreparable harm to the Company for which money damages would be inadequate. Therefore, the Company will be entitled to injunctive relief for the Intern’s breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation but shall be in addition to all other remedies available at law or in equity.

**Exhibit A (the “Internship”)**

1. xxxxxxxxxxxxxxxxxxx
2. The day to day tasks should inlude:

* Xxxxxxx
* Xxxxxxxxx
* xxxxxxxxx

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of Signed by **Intern’s name**

**Xx company**

**By:**

**Name:** xxxxxxxxxx

**Title:** Managing Director