

INTERN AGREEMENT

This INTERN AGREEMENT (Hereinafter, the "Agreement") is entered into on this _____
(Date) of _____ Month, 2024 is _____ Day at Nellore, Andhra Pradesh.

BY AND BETWEEN

"Yuvaan IT Labs Private Limited" is a company incorporated under the Companies Act, 2013, having its corporate office at "Balaram Nagar, Muthukuru Road, Nellore city, SPSR Nellore Andhra Pradesh – 524003, India" (hereinafter referred to as the "Company" or "Employer" or "Ratifyme", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns), of the **FIRST PART**;

AND

Mr./Miss./Mrs. _____ (Name)
son/daughter/wife of _____ aged _____
years and residing at D.No: _____, Street _____,
Area _____, _____ Town/ Mandal,
_____ District, _____ State, PIN: _____.

(hereinafter referred to as the "Intern", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns) of the **SECOND PART**.

The Company and **the Intern** are individually referred to as a "**Party**" and collectively as "**Parties**") other part.

WHEREAS, the Company is undergoing the business of Web and Mobile application Development, Logistics, e-commerce, Corporate Trainings & Certifications, Internships, CSR Projects, Manpower Supply, Staffing and Recruitment services to its client companies ('Client' is a Legal person or organization using the services giving by 'Company');

WHEREAS, the Intern has interest to become expertise in the area related to his pursuing course and agreed upon to fulfill all the roles and responsibilities mentioned in the Internship Offer letter to company or as per its client requirement;

WHEREAS, the Company has now decided to take services of the Intern to render their services in certain areas of the business where they will be treated as they are under training;

NOW, THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

- In this Agreement unless the context otherwise requires:
- The annexures are incorporated herein and shall form integral part of this Agreement.
- Words denoting the singular number shall include the plural and vice versa.
- Words denoting any gender shall include all genders.
- Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the appropriate corresponding meaning.
- Words denoting natural persons shall include corporations and vice versa.
- Headings are for convenience only and shall not affect interpretation.

Signature of Intern

Signature of The Company (with seal)

- References to any Party in this Agreement shall include the Party's successors and permitted assigns. References to Clauses and annexures are to clauses and annexures of this Agreement;

2. **ENGAGEMENT AND SERVICES**

- A. **Engagement:** The Company hereby agrees the Intern provide the services set forth in **their offer letter** attached hereto "Intern Agreement".
- B. **The standard of Services:** All the services to be provided by the Intern shall be performed with promptness and diligence in manner and the company shall provide such access to its information, personnel, and property as may be reasonably in order to permit the Intern to perform the services to learn and become expertise whenever it is required as per company policy.
- C. **Tools, Instruments and Equipment:** Intern shall provide Intern's own tools, instrument and equipment and property in performing the services.
- D. **Relationship:** Intern is not the employee of the Company, where Intern perform his/her/their duties independently where Company or its employees or its clients do not command Intern to do work or fulfil any part of this agreement. Company and Intern do not have any type of Master and Servant relationship. The Parties are independent contractors, and the Agreement is on "Principal to Principal" basis. Nothing in this Agreement shall be construed to create any partnership, joint venture, employer-employee relationship or similar relationship. Neither Party is authorized to bind the other Party to any obligations with third parties. Intern has attended this internship as this is a mandatory work to undergo as per their Course Curriculum to qualify in their course.
- E. **Representation and warranty:** Intern shall represent and warrants to the company that it is under no contractual or obligations or any other restrictions which are inconsistent with the execution of this Agreement or which will interfere with the performance of the services.

3. **RELATIONSHIP BETWEEN THE COMPANY AND THE INTERN**

The Intern is an independent contractor and is not an agent. He is not authorized to act on behalf of the Company. While the Company is entitled to provide the Intern with general guidance to assist the Intern in competing the Services to the Company's satisfaction, nevertheless the Intern is ultimately responsible for directing and controlling the performance of the task comprising the Statement of Work, in accordance with the terms and conditions of this Agreement. Company will give/ share each and every communication in written or in electronic mail only from its authorized dedicated email.

4. **OBLIGATIONS AND WARRANTIES OF INTERN**

Upon submitting the profile to the Company, Intern represents and warrants that the during the period of their mentioned below:

- Intern has given knowledge through the trainings in gaining the knowledge as per the offered intern course in offer letter after fulfilling the selection criteria requirements to join in the internship in company or its client company.
- Intern shall give the scope to learn, practise, implement, execute, implement, innovate and understand the concepts and practise in the real time which shall be required for their career growth or in their jobs in their internship desired fields or sectors.
- Interns can give access to improve their skills by practising the things in the real time or by learning the things in applicable ways (not in real time) or through classroom trainings based on the scope from time-to-time.
- Interns may give rise to implement and develop what they have learn from their expertise mentors (Mentor – A person who teach the essential things as required to improve their skill and knowledge).
- Interns are given provision to go on field trips to study, group discussions, access to the experts, preparation of reports and observer the real market needs in their desired sectors of internship. This helps the intern to get the knowledge in the real market as per customer needs.
- Intern is given access too mentors or supervisors who are teaching them during the period of internship in the allowed modes of communication only as per their instructions.
- Inters has to attend all the classes and training hours to full fill the evaluation criteria to qualify in their exams. After completion of the internship period the intern has to submit a report and give

Signature of Intern

Signature of The Company (with seal)

presentation to the company mentors or the evaluators to get the internship certificate from the company. Interns has to submit a copy of such report in the prescribed format by the mentor to company or its client.

- Intern has to compulsorily full fill the attendance criteria if any to get certification from company else their intern shall be disqualified at time of evaluation.
- Inters are given opportunity to attend the interviews with any of its client's company if jobs are available during the time of internship. Interns are also given opportunity to join in company as a full-time employee based upon their work performance during the period of internship by referring them to talent acquisition team for general sourcing process as per their policy by mentor.
- Intern has the obligation to full fill all the requirements with in the time line specified by the mentor appointed by the company or its client.
- Intern has to maintain a daily dairy as per the intern policy and record all the day to day activities in it mandatorily to full fil the evaluation process and submit a copy in the prescribed format with in the period of the internship deadline.
- Intern has to complete their assessments or modules as per their internship training.
- Intern has to follow the rules, regulations and evaluation criteria laid down by the institution or by the university as per their course regulations. It is the duty of the intern to collect necessary documents required from the company or the client to fulfil the internship criteria if any through proper procedure as policy.

5. **TERM**

The training or services to be provided under this Agreement shall be for a period of Internship as per period mentioned in offer letter, usually it will be 01/03/06 months commencing with effect from the day of their reporting mentioned in "Annexure – 1" and shall continue in force as per Annexure – 1, unless a notice of termination is given by either party as per clause 7 hereunder.

6. **COMPENSATION OR PROFESSIONAL FEE**

- A. The Intern shall be compensated or professional fee for the Services as per referred clauses in "Annexure–2 herein attached with this Intern Agreement" and no other fee or expenses shall be paid to the Intern, unless the Company has approved such fee or expenses in writing.
- B. The completeness of the Services and work product shall be determined by the Company in its sole discretion, and the Intern agrees to make all revisions, additions, deletions or alterations as requested by the Company.
- C. Based on the level of efforts provided by Intern for different categories of work/services required, the company shall fix the professional fees payable by the company to Intern on a case-to-case basis if applicable as mentioned in the offer letter. The same shall be informed to Intern in advance through email at time of communicating the client requirement.
- D. The Intern who are receiving incentives shall be solely responsible for any and all taxes, TDS, social security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes or other legal requirements applicable to such compensation paid by Company.
- E. Expenses incurred by the Intern during the period of internship in full filling their training or on job training or any of the services directly involved to make profits of company or its client company would be borne by the Intern.

7. **TERMINATION**

Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within One (1) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property or has involved awarded punishment by any court or for attending the internship or not obeying

Signature of Intern

Signature of The Company (with seal)

the discipline in company . The Parties shall give a notice of 1 (one) day prior to termination. Company has its sole discretion to terminate this agreement without showing any cause to the Party – 2.

8. NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement, Intern will not directly or indirectly, Solicit or approach any of Client's employees or employees with any of his clients for which Intern has been giving services or involved in giving services in any other company, within India or abroad. The Intern shall not disclose or part with any information received or provided by the COMPANY to any third party without prior approval from the COMPANY.

9. CONFIDENTIAL INFORMATION

- A. The Company owns and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to the Company (collectively, "Confidential Information"). The Company may disclose Company Information to Intern during the Intern's performance of the Services.
- B. Confidential Information is any information relating to the Company that is not accessible by the general public and includes not only information disclosed by Company, but also information developed or learned by Intern during Intern's performance of the Services. Company Information is to be broadly defined and includes all information, which has or could have commercial value or other utility in the business that the Company is or may be engaged in and the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company.
- C. Confidential Information includes, but is not limited to, details of Clients, Students (Job Seekers/ Interns- Who are making use of services render by the company to secure a job) Customers and business contacts, developments, designs, inventions, software, techniques, know-how, data, marketing, sales or other business information, scripts, costs and resources, tools used; and all derivatives or improvements to any of the above.
- D. All position related information such as job description; compensation etc. from the Company will have to be treated with total confidentiality by the Intern.

10. NON-DISCLOSURE AND PROTECTION

The Intern agrees that at all times during or subsequent to the performance of the Services, the Intern will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the Intern's own use during the Term of this Agreement and only to the extent necessary to perform the Services. The Intern shall not remove or cause to removed tangible embodiments of, or electronic files containing, Confidential Information from the Company, without prior written approval of the Company.

11. LEAVE, ATTENDANCE, FEE AND BENEFITS DURING PERIOD OF INTERNSHIP

- Intern has to full fill the attendance criteria as per the Institution criteria or by the company or its client. Candidate has to maintain 90% attendance out of all working hours.
- Interns has 1 leave per month during the period of internship. In case of female interns, they are allowed to take additional 1 more day.
- Intern has to attend 8 hours per day during all working days.
- Every Sunday, public holidays and national holidays will be treated as holiday.
- Intern has to pay all the fees if any before joining the internship or before completion of internship. This internship doesn't guarantee any job and agree that the fee paid for the internship is only to upskill intern skills required for Job as per industry requirements. Fee paid is non-refundable.
- Intern has to perform the task assigned to them as per their project and complete the assessment time to time assigned by supervisor. Dress code and behaviour shall be strictly monitored. Interns has to submit their daily diary time to time.

Signature of Intern

Signature of The Company (with seal)

- Intern works for a project allotted by the college to learn and gain real time support form the expertise mentors of company shall has to pay a fee for utilising the services of company experts.
- Intern will not get any benefits from the company or its client as their regular employees. Company is not responsible for any accidents happen due to act of God.

12. CORRESPONDENCE WITH CANDIDATES

All correspondence with the candidates including interview, scheduling and intimation of the selection outcome will be the responsibility of the Intern.

13. OFFER LETTERS TO CANDIDATES:

Upon the selection decision, the Company/ Client will inform the candidates of the selection through the proper communication. After the candidate accepts the Company's/ Client's offer, the Intern will give/send the required documents to be verified by the internship processing team to authenticate the genuineness of certificates.

14. TERMS OF PAYMENT (applicable to incentive-based interns who works in real time projects only)

Intern shall raise the invoice in prescribed format after 45 days from the date of post completion of task. After the invoice raised by the Intern is found to be in order, payment will be released after deduction of taxes as applicable by government from time to time after getting the payment from client company. All payments will be settled after completion of replacement period/ successful confirmation as per client time lines. TDS shall be deducted if it is applicable and all the charges payable are inclusive GST as per Indian Laws, GST or TDS slabs are amended then payment will alter as per the Laws of India, TDS slabs will be calculated as per the date of payment. Intern shall be solely responsible for payment of all its taxes, fees, cess, levies etc and Company shall in no way be responsible for making any such payments on behalf of the Intern.

15. QUALITY STANDARDS

We require the Intern to understand the requirement in terms of the skill sets demanded by the company across various functions accurately and send only quality resumes which would match the Clients requirements during training or after assigning to a live project.

16. REMEDIES

Notwithstanding anything contained herein, the Intern acknowledges that a breach of any of the covenants contained in this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain remedies available under Applicable Law including but not limited to injunctive relief through any court of competent jurisdiction. The injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

17. INTELLECTUAL PROPERTY RIGHTS, ADVERTISEMENT AND PUBLICITY

Intern grants to an irrevocable, non-exclusive, royalty free license for the term of this Agreement to use Intern's Intellectual Property Rights owned or created by it under this Agreement for Company, if any. Intern's intellectual property is and shall remain the exclusive property of Intern. Intern is not allowed to make use of Company Intellectual Property without taking the written consent approval from Company. Provided however that any of the Intellectual Property Rights prepared and provided to Company by Intern for the purpose of the provision of the Services shall be the exclusive property of Company. Intern do not mention the detail of company nowhere without the consent of Company for any advertisement or publicity purpose without taking a written consent from the company. The Intern shall not issue advertisements for recruitment or other publicity using Company corporate name, trademark/trade name, logo and the like, without the express written consent of Company in writing as to the nature, mode, manner and media of dissemination.

18. MISCONDUCT AND ILLEGAL ACTIVITIES

- Intern should not charge any money from the candidates in any case.

Signature of Intern

Signature of The Company (with seal)

- Intern is solely liable for any Misconduct and Illegal activities; Company is nowhere liable for such activities.
- Company is not responsible for any losses to Intern in any form at time executing purpose of this Agreement.
- Intern will be Solely liable for any Stalking, Harassment, Misrepresentation, Taking Bribe or any act which will be treated as illegal as per the Laws of India. Company is not responsible or made jointly liable for any wrong done by Intern.

19. NON-ASSIGNMENT

The interests of the Intern under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

20. SUCCESSORS AND SUB CONTRACT

This agreement shall be assigned by the Company to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part. The Intern shall not assign, sub-let, sub-contract this agreement or the Services to be rendered herein to any other third party/entity without the prior written consent of Company.

21. INDEMNIFICATION

The Intern shall indemnify the Company against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the Company in connection with his/her defence or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her freelance employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

22. DISPUTE RESOLUTION

In the case of any dispute between the Company and Intern arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the disputes amicably through negotiations. In case of any disagreements and disputes and the parties fails to mutually resolve the issue; then the dispute shall be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Decision of Arbitrator is final no matter will challenge in court.

23. MODIFICATION

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by company authorized representative. Writings which were communicated through the mail will also be treated as original. Company has its sole discretion to modify or revoke this agreement on its own decision.

24. SEVERABILITY

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

25. COMMUNICATIONS

Unless otherwise provided herein all notices, requests, demands, claims and other communications relating to this Agreement will be made in writing, may be delivered by hand, express courier, confirmed facsimile, or certified mail return receipt requested, and will be deemed duly given when received at their respective address.

26. PARAGRAPH HEADINGS

Signature of Intern

Signature of The Company (with seal)

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

27. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Nellore, Andhra Pradesh, for the adjudication of any dispute hereunder or in connection herewith.

28. COUNTERPARTS

This Agreement may be executed in one or more original counterparts, all of which together shall constitute one agreement, and facsimile signatures shall have the same effect as original signatures. Delivery of executed signature pages by facsimile or electronic transmission (via scanned PDF) will constitute effective and binding execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Intern has hereunto set his hand, and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

(Signature of INTERN)

(Signature of The Company)

Name:

Represented By:

Designation : _____

In the presence of

In the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Signature of Intern

Signature of The Company (with seal)

ANNEXURE 1

Scope of services : Internship in Company or at its clients
Position : Intern
Start Date of Internship :

D	D	M	M	Y	Y	Y	Y
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End Date of Internship :

D	D	M	M	Y	Y	Y	Y
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Intern ID :

ANNEXURE 2

Payment details (only to the applicable interns if mentioned in their offer letter):

1. Incentives will be paid as per the client payment if applicable.
2. All incentives shall be paid post completion of internship to the account provide in the internship application after satisfying all the compliances laid down to get incentive.
3. Intern has to surrender his Identification Card or access card before release of incentive.
4. Inters has to clear all the dues to company as per agreed terms before entering into the internship agreement to get the incentives.
5. Company shall deduct the dues from the incentives if any applicable.
6. Intern has to clear any certification if any to get the incentives.

We accept the above terms and duly affix our signatures as under for and on behalf of the parties.

(Signature of INTERN)

(Signature of The Company)

Name:

Represented By:

Designation : _____