



Reference: Persistent / Campus / 0.1

Confidential
CONTRACT OF APPRENTICESHIP

This **Contract of Apprenticeship ("Agreement")** made the Twenty Ninth day of November (month) two thousand and Eighteen (year) between **Mr. Rahul Pandurang Kadam** residing at **At.Bhaigaon(Ganga),Post.RAhegaon,Taluka.Vaijapur,Dist.Aurangabad - 423702.**, (hereinafter referred to as "Apprentice"/"You"/"Your") and **Persistent Systems Limited ("Company"/"Persistent")** having registered office at **Bhageerath, 402 E, Senapati Bapat Road Pune 411 016.**

1. Term and Work Location

In consideration of the covenants by the Apprentice hereinafter contained, the Company agrees to engage Apprentice for the term of **one year** from the Thirteenth day of December two thousand and Eighteen till Thirteenth day of December two thousand and Nineteen, ("Term"), (unless terminated or absorbed into the Company earlier as per the provisions of the Apprentices Act 1961), at its office located at **Bhageerath, 402 E, Senapati Bapat Road Pune 411 016** or at any other office of the Company, at Company's discretion subject to Company policies and as communicated by the Company from time to time.

The Apprentice hereby voluntarily agrees to undergo the Apprenticeship training with the Company.

During Apprentice's Term with the Company, the Apprentice shall undergo practical training in the area of Software Engineering and as may be deemed fit by the Company and as per the business needs. The Company encourages the Apprentice to sharpen and enhance their competencies by providing various roles to the Apprentice during the Term.

2. Stipend

You will receive stipend of **Rs.5000 (Five Thousand Only) per month.**

The Stipend paid to an Apprentice hereunder shall be fixed during the Term unless the standards are modified by the Board of Apprenticeship and Training or due to the amendment of applicable law.

3. Obligations, representations and covenants of the Apprentice

The Apprentice represents to the Company as follows:

- (a) That he/she shall at all times during the Term, perform his functions diligently and conscientiously, attend the practical training regularly and follow the lawful orders, reasonable instructions given by the Company and his/her superiors.
- (b) That he /she shall at all times during the Term, carry out his/her obligations under this Agreement.
- (c) That he/she shall at all times during the Term, maintain records of the work carried out during the Term, as may be prescribed.
- (d) That the information, documentation produced by the Apprentice at the time of joining as well as during the

Page 1 of 11



apprenticeship training is/shall be true and correct.

- (e) By executing this Agreement, the Apprentice hereby gives unconditional consent to the Company and/or its authorized person or agency to carry out the background check and take all necessary actions to verify the authenticity of the information, materials, documents provided by the Apprentice to the Company. The Apprentice understands and agrees that for the purpose of the background check, the information, materials, documents of the Apprentice shall be provided to, processed and used by the Company or its authorized person or agency appointed by the Company, and hereby provides consent to the Company to do the needful for this purpose.
- (f) That the Apprentice shall at all times during the Term, be bound by the relevant policies, rules and regulations of the Company and that the Apprentice shall abide by the code of conduct of the Company.
- (g) That he/she is not less than fourteen years of age and not a minor, and satisfies such standards of education and physical fitness as may be prescribed under law.
- (h) Apprentice understands that this Agreement is subject to the Apprentice being qualified to be an apprenticeship trainee as per Apprentice Act 1961 and passing the graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about final exam results and successful completion of the degree course.

As per the business requirement and Company policies, the Apprentice shall kindly take the following actions:

i. **Acceptance of Offer**

- The offer is valid till the date of joining as decided by the Company.
- Please send us your acceptance of the contract of Agreement on or before **7th December 2018**.

This offer for apprenticeship training is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.

Upon acceptance of this offer for apprenticeship training, your training with the Company will be effective from the date of stated above.

- ii. Register with **National Skills Registry** (NSR an Initiative by NASSCOM) and **Board of Apprenticeship Training** (BOAT) within the time line stipulated by the Company.

In case of failure by the Apprentice to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by the Apprentice are found to be erroneous, incomplete, inaccurate or untruthful, in the background check or where the background check reveals undesirable results, the Company shall have a right to take necessary disciplinary action including termination of Apprenticeship without any obligations or without any notice period or compensation subject to the provisions of the Apprenticeship Act 1961.

- 4. The Company shall provide the Apprentice with the training as described above through appropriate instructional staff and shall carry out its obligations under the Agreement.

5. Records and Returns

The Company and the Apprentice understand and agree that, the records and returns of the progress of the training undertaken by the Apprentice shall be maintained by the Company in the form as may be prescribed, and that the Company shall furnish such information, and/or returns to relevant authorities in prescribed form and at prescribed intervals.



Further, the Apprentice allows the Company to provide his/her personal information (a) for any internal business requirements; (b) for applicable legal compliance in or outside India (c) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (d) if required by court or government authorities.

6. Settlement of Disputes

Any disagreement or dispute between Company and the Apprentice arising out of the Agreement shall be referred to the authorized Apprenticeship Adviser for decisions. Efforts should be taken by both, the Company and the Apprentice, to resolve the disputes and/or disagreement mutually and amicably, upon good faith discussions, amongst each other, prior to approaching the Apprenticeship Advisor as prescribed under the Apprentices Act 1961 as amended.

This Agreement shall be construed and governed by the laws of India without conflict of laws principle and in the courts of Pune, Maharashtra, India.

7. Employment not guaranteed post Apprenticeship training

The Company and the Apprentice agree that it shall not be obligatory on the part of the Company to offer any employment to the Apprentice or extension of training period upon completing the Term of the training in the Company, nor shall it be obligatory on the part of the Apprentice to accept an employment under the Company.

The Company and the Apprentice understand and agree that, save as otherwise provided in the Apprentices Act, 1961, the Apprentice is a trainee and not a worker, and the provisions of any law with respect to labour shall not apply to the Apprentice.

8. Recovery of Expenses

Any expenses incurred by the Company due to the fault of the Apprentice shall be recovered from the Apprentice.

9. Termination

The Company can terminate the Apprentice service, subject to the terms under the Apprenticeship Act 1961 and Rules made thereunder, in case the Agreement is terminated on the grounds of

- (i) Breach of confidentiality or IP related obligations
- (ii) Violation of law
- (iii) Gross misconduct
- (iv) Material breach of Company policy, on the part of the Apprentice
- (v) As specified in the Apprentices Act 1961 and Rules thereunder

10. Rules and Regulations

You will be governed by the rules and regulations applicable to the apprentices of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties under the Agreement.



11. Invention Assignment and Confidentiality Undertaking

The Apprentice agrees and understands that the matters pertaining to terms and conditions of your training under the Agreement including your stipend are strictly confidential between the Apprentice and the Company, and should be treated as such.

As part of the joining process at Persistent, the Apprentice understands and agrees that he/she shall be required to sign 'Invention assignment and confidentiality undertaking'.

12. Code of Conduct

As part of the joining process at Persistent, the Apprentice understands and agrees that he/she shall be required to sign 'Code of Conduct' of the Company.

13. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. The normal working hours for the Apprentice shall be forty five hours per week, Monday through Friday and the daily hours of work of the Apprentice while undergoing training shall be Nine hours a day.

The standard working hours of the Company is 9.00 a.m. to 6.00 p.m. The Apprentice shall not be required or allowed to work overtime except with the approval of the Apprenticeship Adviser or such authority as prescribed under the Apprentice Act 1961 and provided such authority is satisfied that such overtime is in the interest of the training of the apprentice or in the public interest.

Apprentice will be granted leaves as stated in Annexure A. They will also be entitled for Company declared holidays.

14. Information and Security

The role assigned to the Apprentice during his/her apprenticeship training with the Company includes the Information Security responsibilities as required by organization and customer of the Company. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer.

During the apprenticeship training with the Company, the Apprentice shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under the Apprentices' previous engagements with third parties or disclosure of which is in violation of any law or third party intellectual property rights. If the Apprentice discloses any such information, the Apprentice shall be solely liable at his/her own cost and the Apprentice agrees to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

15. Training and evaluation

Apprentices need to undergo training and skill up-gradation programs from time to time. Successful completion of evaluations associated with the training program is mandatory. Should the Apprentice fail to clear the evaluation; the Company will have the right to take appropriate action including termination of your services without notice. The progress in apprenticeship training of every apprentice shall be assessed by the Company from time to time. Apprentices need to ensure



that they successfully qualify through the assessments and tests conducted by the training team and on job supervisors (managers).

16. No Conflict

You represent and warrant that execution of this Agreement by you shall not cause any conflict with (i) any other agreement that you may have entered into or (ii) any obligation that you may be bound to.

17. The provisions of the Apprentices Act 1961 shall apply notwithstanding any contrary provision under this Agreement.

The Apprentice hereby declares that the Apprentice has read the contents of the Agreement, and agree to abide by all the provisions made thereunder.

18. Joining Formalities

Kindly contact **Bhagyashree Kulkarni (Ph. No.+91-20-66965191)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Persistent Systems Limited

Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park, Hinjewadi, Pune, Maharashtra, India 411057.

To facilitate further planning before joining the Company as an apprentice, please email a copy of your resume to campus@persistent.com if e-copy is not submitted earlier.

Please find the details of documents/information required at the time of joining, in (Annexure B).

As token of your acceptance of this offer of apprenticeship, kindly send an email confirmation to campus@persistent.co.in. Also, on the day of your joining, kindly sign and handover copy of this letter to **Atul Shenoy** at atul_shenoy@persistent.com, **+91-20-67030437**. We welcome you to the Persistent family and look forward to a long and mutually rewarding association.

Yours Sincerely,
For Persistent Systems Limited

Name: Padmini Mani Giri
Designation: Associate Vice President – Talent Management

PERSISTENT



For Apprentice:

Mr. Rahul Pandurang Kadam

Name

Title:

Witness-

Annexure to and forming part of this letter:

- i. Annexure A
 - ii. Documents Required on the day of joining (Annexure B)
-



Annexure – A

- Leaves
 - Privileged Leaves - 21 Days

- Paid Holidays
- Reward and Recognition
- Employee Engagement activities

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

****Food**

*

- Lunch, Snacks

“Food” is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure - B

NATS Registration

Individual joining as '**Apprentice**' will have to be registered as Apprentice on **NATS Portal**. Joining team will assist in completing this formality on day of joining. Following documents are required on mandatory note to have a successful registration on **NATS Portal**.

- a) Aadhaar Card - The government ID card's file size should be of maximum 1 MB and should be in PDF format.
- b) Latest photograph - The photo should be in JPEG format, with dimensions as 3.5" and 4.5", and with file size less than 200 KB
- c) Qualifying Degree/Provisional Certificate - The education qualification document's file size should be of maximum 1 MB and should be in PDF format.

Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre-joining Portal**. Pre-joining portal is system where you are required to complete following activities **before joining**.

1) System Entries

You are requested to enter your details in Pre- Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.

Details which are required to be entered in system are as below:

1. Personal Details
2. Address Details
3. Family Details
4. Education Details
5. Previous Employer Details
6. Language Details

Please note that your joining form and Background Verification form will be generated based on the above-mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents

You are requested to upload all relevant documents in Pre- Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

- a) Identity proof: Any one of the below
 - a. Passport
 - b. Voter's card
 - c. Driving License

- b) Current and Permanent Address proof – Any one of the below
 - a. Electricity bill
 - b. Telephone bills
 - c. Ration card
 - d. Corporation tax receipt
 - e. Copy of Index 2

- c) Date of Birth Proof – Any one of the below
 - a. Birth Certificate
 - b. School leaving certificate
 - c. 10th pass Certificate
 - d. notarized copy of date of birth proof

- d) Educational Information: All documents (as applicable)
 - a. SSC mark sheet & certificate
 - b. HSC mark sheet & certificate
 - c. Diploma (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
 - d. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
 - e. Post-graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
- e) Professional Information: (As applicable)
 - a. Training Certificate

- f) Marriage Certificate (in case of name change for women apprentices)

- g) Pan Card (Mandatory)

If you do not receive the link for the pre- joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.



PERSISTENT