

Contract of Internship

THIS CONTRACT is between

(1) Starlit Ability Enhancement Services Pvt. Ltd. whose Registered Office is at 91 Springboard Lotus, Plot No.D-5, Road No. 20, Marol MIDC, Andheri East, Mumbai, Maharashtra 400069 (“the Employer”) and

(2) DIVYA ABRAHAM of GREEN ACRES, SALUNKE VIHAR ROAD, WANOWRIE, PUNE 411048. (“the Intern”)

IT IS AGREED that the Employer will employ the Intern and the Intern will work for the Employer on the following terms and conditions:

1. Job title

The Intern’s position is that of **Shadow Teacher**.

The Intern may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the child/children you work with.

2. Commencement and continuity of internship

The Intern’s internship with the Employer will begin on

21st November, 2023

3. Hours of work

The Intern’s normal working hours are:

- Monday to Saturday 7-8 hours of working. During your 7-8 hours of working you are expected to conduct 1 shadow session.
- Two Saturdays in a month are off

The Intern will be required to work such further hours as may be necessary to fulfil his/her duties or the needs of the business. Whenever possible, the appropriate senior will give the Intern reasonable notice of any additional hours. The Intern must be available to work on non-working Saturdays if the child has school, or there are any other sessions that the Intern is compensating for, in case the child’s school is working on any of the non-working days, then it will be counted as a working day for the Intern too. Salary for that day shall be provided.



4. Place of work

The Intern's normal place of work will be the child's school, child's home and Employer's office.

5. Quality of Service

- (i). The Intern shall take full responsibility of the quality of service to be provided to the client as per company's standards.
- (ii). The Intern will be proactive in taking appropriate guidance and training to maintain the quality of services.
- (iii). The Intern has to act positively on any feedback which will be shared by the intervention specialist in writing.
- (iv). Under no circumstance can the Intern deny taking additional sessions, if the same fits in your working hours and travel distance.
- (v). Under no circumstances the Intern will show any form of aggression or force towards the child/ children they are working with.

6. Stipend

As informed, for the initial 3 months you will be working as a Replacement professional where you will be paid **Rs 250/-** per session for travelling between 5 km to 12 km and **Rs 300/-** per session for travelling between 13 km to 20km. Later based on your performance, you will be allotted a permanent client.

Payment is at the rate of **Rs. 8000/-** per month (Permanent Client) and it arrears by bank transfer between 5th and 7th of every month for a total 7-8 hours of working. TDS would be deducted from your stipend as per applicable government rules. Current percentage is 10% subject to change in case the govt. changes the same.

Your stipend will be counted from the day you will start taking your first session. Initial orientation and training are a part of the learning process and will not be included in the stipend.

7. Deductions from wages

The Employer shall be entitled to suspend the Intern's internship without pay in the event of the Intern refusing to obey a lawful order including (but not restricted to) those given to comply with the Employer's statutory obligations.

The Employer reserves the right and the Intern irrevocably authorises the Employer, at any time during the Intern's internship, or in any event upon termination, to deduct from the Intern's wages/salary and/or any other monies due to the Intern, an amount equivalent to any of the following:

- (i) any overpayment of stipend or other payment made to the Intern during the course of this internship,
- (ii) the amount of any expenses claimed by the Intern and paid but subsequently disallowed by the



Employer,

- (iii) the outstanding amount of any loan or advance made by the Employer to the Intern; and (iv) any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Intern's breach of agreement or breach of the Employer's rules or as a result of the Intern's negligence or dishonesty.

8. Holidays

- (i). Refer to Annexure 1.
- (ii). National holidays along with major festival holidays will be an off for all Interns. (iii). 2 Saturdays in a month are off. Also, refer to point number 4 for more clarity. (iv). Apart from those other school holidays are optional and require prior permission from the HR Administrative Head.
- (v). An intern cannot take any leaves during her internship. Only under emergency circumstances, shall a leave be approved. In this case, if any leave is taken, the same shall be compensated for by the Intern.
- A. Home sessions will be taken for shadow clients during long school breaks and on clients request if the child is taking off due to some reasons.
- B. In case of the shadow session, if a child requires a home session during single school holidays except for those mentioned in Annexure 1, then the same shall be taken since those are not company holidays. For more clarity, refer to point number 4.
- C. Proper handover to be given to replacement professionals if provided.

9. Confidentiality

The Intern may not either during or at any time after the termination of his/her internship with the Employer disclose to anyone other than in the proper course of his/her internship, any information of a confidential nature relating to the Employer, the Employer's clients and shall further not use any such information in a manner which may either directly or indirectly cause financial or reputation loss to the Employer. Confidential information includes (but is not limited to) client details, financial information, commercial information, technical information, marketing information and trade secrets.

10. Property

The Intern acknowledges that all files, customer records, lists, books, records, literature, software, products and work products developed by the Intern in the course of his/her internship with the Employer, and other materials owned by the Employer or used by the Employer in connection with the conduct of business by the Employer shall at all times remain the sole property of the Employer, and the Intern agrees that upon request and upon termination of the Intern's internship hereunder, howsoever arising, the Intern shall surrender to the Employer all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Employer.

11. Gratuities

The Intern must immediately report in writing to the Administration Head any offer by customers, suppliers, distributors and other such persons having a similar connection with the Employer, whether actual or prospective, any offer of gifts or services. The Intern must not accept or agree to accept such

offers.

12. Non-competition

The Intern shall not work privately with the employer's clients till 2 years from the termination of internship.

13. Grievances

If the Intern has any grievance in relation to his/her internship, he/she should raise it with the Administration Head or HR personnel orally or in writing.

14. Commitment duration

- (i). As per the signed offer letter, the Intern shall work for the organization for a minimum of 6 months from the date of joining.
- (iii) Experience Letter will only be provided after successful completion of the 6 months commitment period.
- (iv) No request for any form of experience certificate/ letter/ notifications shall be accepted if the Intern fails to commit for the given period.
- (v) No leaves will be granted in the last month of Internship.
- (vi) Intern has to serve a 15 days notice period to ensure smooth handover to the next professional.

15. Breach of Commitment

- (i) If the Intern leaves the organization before the commitment period, he/she will have to serve a 1 month of notice period without any stipend.
- (ii) No leaves are permitted during the notice period, in case the intern takes any leave the same has to be compensated which will eventually extend the notice period.
- (iii) The intern's Full and Final settlement process will be conducted post the successful completion of the set notice period.
- (iv) During or after the breach of commitment the intern shall not disclose any information of a confidential nature relating to the Employer, the Employer's clients and shall further not use any such information in a manner which may either directly or indirectly cause financial or reputation loss to the Employer.

16. Indemnity

The Intern will indemnify the Employer in respect of any liability as a direct consequence of the Intern's negligence, breach of agreement, breach of duty or breach of trust in relation to the affairs of the job.

17. Data protection act

The Intern consents to the holding and processing of personal data provided by him/her to the Employer for all purposes relating to this internship, but not limited to administering and maintaining



personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Intern's fitness for work.

18. General

The Employer reserves the right to vary the terms of internship contained in this Agreement. The Employer will notify the Intern in writing within one month of such variation. This statement replaces all of the Intern's previous terms and conditions of internship with the Employer.

SIGNED FOR THE EMPLOYER *betella*

DATE *17/11/23*

SIGNED BY THE INTERN *Da*

DATE *17th November, 2023*

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