

HRD/FINALSEMTRG/2019/13456681



January 1, 2020

Deepak Tiwari.

ITM University

Dear Deepak,

This is in reference to the Program (as defined in the Training Agreement) as per the Training Agreement executed on _____ between you (“**Trainee**” hereafter) and Infosys Limited (“**Infosys**” hereafter), a corporation organised and existing under the laws of India and having its primary place of business at Electronics City, Hosur Road, Bangalore 560 100, India. The details of the Program are as follows:

1. Program Date : **February 3, 2020**
2. Duration of the program : **14 to 16 weeks**
3. Location : **Mysore, India**

Please note that you will be required to make your own arrangements for travel to Mysore (or any other Infosys location that may be communicated to you by Infosys) and from Mysore upon completion of the Program., Should you be required to travel to offices of Infosys located in different cities as part of your Program, Infosys shall bear the cost of such travel. Please note that your entitlements shall be communicated to you at that time.

A break-up of the benefits that you are eligible for is mentioned below:

Accommodation	Provided by Infosys at no charge for the entire duration of the Program
Stipend	Rs.10,000/- per month

You would also be covered under the Personal Accident Insurance and Hospitalization Insurance Policy of Infosys for the duration of your Program. If you require additional coverage, you would need to obtain this in your personal capacity.

If you are required to use the bus, library and fitness facilities (if any), you shall be provided access during the period of your Program in accordance with policies of Infosys.

For the duration of the Program, you will be required to adhere to certain policies / practices that are applicable to employees of Infosys, including but not limited to the Trainee’s obligations as per the Training Agreement. Additionally, you may be required to sign agreements with Infosys, at the sole discretion of Infosys, relating to protection of Infosys confidential and proprietary information. Infosys disclaims all liability and responsibility for acts or omissions by you that are in violation of any law, guideline, rule or regulation.

Please note that the Training Agreement may be terminated by Infosys as per Clause 6 of the said Agreement.

Please sign and carry duplicate copy of this letter and the attached undertaking at the time of joining indicating your acceptance of these terms. You are requested to read and retain the instructions attached to this letter.

If there are any changes to the terms and conditions mentioned above, we will revert with another letter as soon as possible.

Thanking you,

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Richard Lobo', with a long horizontal stroke extending to the right.

RICHARD LOBO

EVP - Head HR

Dear Deepak,

We would like to ensure that you are updated on a few things in order that your assignment with Infosys is productive and enjoyable.

You will be required to report at the following address:

Infosys Limited

Offshore Development Centre

Hebbal Electronics City, Hootagalli,

Mysore - 571186, INDIA

You are expected to arrive at our Mysore campus a day before your joining date and accommodation will be provided from then on. Please note that accommodation will be provided only for you from a day before your joining date. In case any of your family members accompany you then they will have to arrange for their accommodation outside the campus at their own expense.

You will be given an access card for the duration of your Program in order that your movements within the premises are not curtailed. You are expected to carry it at all times.

You are required to work from Monday through Saturday as per the regular working hours of Infosys which will be communicated to you at the time of joining.

At the end of the Program, you will be required to make a presentation on your project and hand over a copy of your project report to your Project Mentor.

Infosys Dress Code

1) For Gentlemen:

Mondays and Tuesdays:

You are expected to dress in business formals, i.e., a full-sleeved shirt, formal trousers, formal shoes and a tie.

Note: Do not remove the tie once you enter the campus.

Wednesdays and Thursdays:

You may opt to wear a full / half-sleeved formal shirt, but formal trousers and formal shoes (brown, black or tan) are a must.

Fridays and Saturdays:

You may opt to wear jeans, a t-shirt, and sports shoes. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.

2) For Ladies:

Monday to Thursday:

You are expected to dress in western business formals, saree or salwar / churidar-kameez.

Fridays and Saturdays:

You may opt to wear jeans and a t-shirt. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.

UNDERTAKING

I, _____, do hereby agree to abide by the policies, rules and regulations governing employees of Infosys in their conduct and those specified in the Standing Orders. I acknowledge and agree that Infosys has no liability and responsibility for all acts or omissions by me that are in violation of any law, guideline, rule or regulation during the period of the Program.

Signature :

Name :

Date :

TRAINING AGREEMENT

This Agreement is made as of _____ (the “Effective Date”) between Infosys Limited, a corporation organised and existing under the laws of India and having its primary place of business at 44 Electronics City, Hosur Road, Bangalore 560 100, India and its Affiliates (“Infosys” hereafter) represented by

AND

_____ (“Trainee” hereafter), Son/Daughter of _____, and a permanent resident of _____

WHEREAS Infosys is a reputed Indian company operating globally and engaged in the business of development of solutions for Information Technologies & the Information Technologies Enabled Services sector; and

WHEREAS the Trainee is desirous of completing his/her training at the designated Infosys Campus and receiving formal, effective, technical and practical training from Infosys enabling him/her to independently function as a competent professional of the Information Technology sector (“**Program**” hereafter) after completing his/her graduation course and thereby becoming commercially viable to any organisation that he/she wishes to join by meeting the business needs, parameters, standards and efficiency levels required by the organization.

WHEREAS the Trainee is aware that the Program would comprise of courses, modules, prescribed programs by Infosys which involves the expenditure of substantial sums of money by Infosys in the form of substantial costs, expenses, man hours spent in imparting the training (“Fees” hereafter); and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the parties hereto agree as follows:

1. **DEFINITIONS:**

1.1 “Affiliate” of Infosys shall mean a person or entity directly or indirectly controlling, controlled by, or under common control with Infosys. “Control” for the purposes of this clause shall mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity.

1.2 “Agreement” shall mean this agreement between Infosys and the Trainee.

1.3 “College Authorities” shall mean and include the principal and/or registrar and/or any other designated personnel of _____ who are authorised to issue permission(s) to the Trainee to participate in the Program.

- 1.4 “Confidential Information” shall include, but is not limited to (i) all forms of information provided to the Trainee as per the prescribed module or otherwise, during the Program; and (ii) includes trade secrets or other information relating to the affairs, finances, business practices, clients, connections or business plans of the Infosys to which the Trainee gains access in the duration of the Program, but does not include information or knowledge which has come into the public domain.
- 1.5 “Date of Joining Confirmation Letter” shall mean the letter issued by Infosys after the Offer Letter informing the Trainee of the details of his/her joining Infosys as an employee.
- 1.6 “Employee Handbook” shall mean the employee handbook applicable to all employees of Infosys during the entire tenure of their employment.
- 1.7 “Fees” shall include the meaning ascribed to it in Clause 3.1.
- 1.8 “Misconduct” shall, for the purpose of this Agreement, would have the same meaning ascribed to it in the Standing Orders of Infosys
- 1.9 “Infosys Campus” shall mean any development centre and/or office premises Infosys.
- 1.10 “Offer Letter” shall mean the letter given to the Trainee providing him/her with an offer to join Infosys after the successful completion of the Program as a full-time employee in the capacity of a systems engineer, subject to terms and conditions contained in the offer letter.
- 1.11 “Project” shall mean the mandatory final semester college project work as part of his/her curriculum in his/her college.
- 1.12 “Program” shall include the meaning ascribed to it in Clause 2.
- 1.13 “Standing Orders” shall mean the Standing Orders issued by Infosys (applicable to all its employees) in accordance with Section 7 of the Industrial Employment (Standing Orders) Act 1946.

2. PROGRAM:

- 2.1 The Program would commence from **February 3, 2020**
- 2.2 The Program would be conducted at any designated Infosys Campus, and such information shall be provided to you separately by authorized Infosys personnel.
- 2.3 The Program would comprise of a technical project(s) where the Trainee would be allocated to a team mentored by project managers and programmer analysts of Infosys.
- 2.4 The Program may require the Trainee to work with the latest tools, technologies and frameworks used in and by Infosys and/or used in the Information Technology sector globally.
- 2.5 The Program may require the Trainee to undergo the entry level training program prevalent at any Infosys Campus.
- 2.6 The Program will require the Trainee to be assessed on his soft skills by relevant personnel designated by Infosys.

3. FEES

- 3.1 The Fees for the Program imparted to the Trainee would be an amount of INR 25,000/- (Rupees Twenty Five Thousand only).
- 3.2 The Trainee agrees that he/she shall be liable to pay Infosys all costs and expenses incurred in or connected with training as stipulated in clause 3.1 of this Agreement, in the event of –
 - 3.2.1 Not joining Infosys as an employee after an Offer of employment has been extended by Infosys to the Trainee; or
 - 3.2.2 The Trainee has become ineligible for employment by Infosys due to non-fulfillment of the terms and conditions of the Offer Letter.

4. INFOSYS' OBLIGATIONS

- 4.1 Infosys shall ensure that the Trainee is given every possible opportunity to complete his/her Project during the course of the Program.
- 4.2 For the above-mentioned completion of the Trainee's Project, Infosys shall allow the Trainee extensive use of the facilities which were ordinarily available to the Trainee during the Program.
- 4.3 Infosys shall provide for free accommodation within the designated Infosys Campus to the Trainee for the duration of the Program.

5. TRAINEE'S OBLIGATIONS

- 5.1 The Trainee, during the course of the Program, would have to follow all rules and regulations and all company policies that would normally be applicable to any other employee of Infosys.
- 5.2 The Trainee shall attend the full duration of the Program and shall be granted leave of absence at the sole discretion of Infosys.
- 5.3 The Trainee shall faithfully and diligently undergo and imbibe the Program strictly in a manner prescribed by Infosys.
- 5.4 The Trainee shall not commit any act(s) of misconduct, indiscipline, refusal to obey orders or any other act(s) which impedes the process of the Program.
- 5.5 The Trainee shall not disclose any Confidential Information to any party without the prior written approval of Infosys.
- 5.6 Notwithstanding any other provision of this Agreement, the Trainee shall be required to follow a 6 (six) day working week as part of the Program.

6. TERMINATION BY INFOSYS

- 6.1 Infosys has the right to terminate this Agreement at any point of time if the Trainee is found to commit an act of Misconduct.
- 6.2 Infosys has the right to terminate this Agreement with immediate effect at its own discretion without assigning any cause or reason thereof.
- 6.3 Infosys has the right to terminate this Agreement with immediate effect if the Trainee is found to disclose any Confidential Information to any party without its prior written approval to the same.

6.4 Any intimation of termination of this Agreement by Infosys shall be in writing and shall be signed by a manager/officer of Infosys generally or specifically authorised in that behalf and shall be issued to the Trainee concerned.

7. TERMINATION BY TRAINEE

7.1 The Trainee has the right to terminate this Agreement if the Program does not commence by **February 3, 2020**.

8. CONSEQUENCES OF TERMINATION:

8.1 Upon termination of this Agreement by Infosys on any ground(s) as per Clauses 6.1 and 6.3 of this Agreement, the Trainee shall be obliged to:

8.1.1 Pay the Fees as per Clause 3.1 of this Agreement;

8.1.2 Return all tangible forms of Confidential Information to Infosys.

8.1.3 Leave the designated Infosys Campus with immediate effect.

8.2 Upon termination of this Agreement by Trainee as per Clause 7.1 of this Agreement, the Trainee shall be obliged to:

8.2.1 Return all tangible forms of Confidential Information to Infosys.

8.2.2 Leave the designated Infosys Campus with immediate effect, if the Trainee is already in Infosys Campus.

9. REPRESENTATIONS AND WARRANTIES:

9.1 The Trainee fully understands the implications and obligations contained in this Agreement and have no objection(s) thereto.

9.2 The Trainee represents that he/she has acquired all relevant/requisite permission(s) from College Authorities in order to participate in this Program and that the College Authorities fully understand the implication(s) of this Agreement and have no objection(s) thereto.

9.3 The Trainee shall use his/her best endeavours to complete his/her Project and in the event of his/her not completing the Project, shall not hold Infosys liable thereto.

10. GENERAL PROVISIONS

- 10.1 **Non-Waiver and Amendment:** No amendment, alteration, or modification, of this Agreement shall be binding unless made in writing and signed by both Infosys and Trainee. The failure of either Infosys or Trainee at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 10.2 **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of natural disasters, actions or decrees of governmental bodies, communication line failures not the fault of the affected party, or any other delay or failure which arises from causes beyond a party's reasonable control (hereafter referred to as a "Force Majeure Event"). If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Agreement.
- 10.3 **Assignment:** Infosys shall have the sole right to assign or subcontract any of its rights or obligations under this Agreement. If any of its obligations under this Agreement are assigned or subcontracted, Infosys shall take reasonable steps to ensure that its assignee or subcontractor observe and enforce the confidentiality requirements of this Agreement. The Trainee shall not assign any of its rights or obligations under this Agreement. Any assignment in contravention of these terms and conditions shall be null and void.
- 10.4 **Severability:** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.
- 10.5 **Governing Law:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by laws of India.
- 10.6 Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 10.7 For the avoidance of doubt, this Agreement shall be effective only when signed by both parties.
- 10.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10.9 This Agreement, including any annexure attached hereto, sets forth the entire agreement and understanding of Infosys and the Trainee with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

10.10 Headings: The section headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Yours truly,



RICHARD LOBO

EVP - Head HR

Accepted:

[Deepak Tiwari]

Date: _____