



Date: 31st Aug, 2024

Dear: **Shivani Bhandari,**

Sub: Offer of Appointment

Further to our discussion we are pleased to offer you services at the position of Clinical Psychologist- Child Development Centre (CDC)Jammu – Brainpreneurs on the following terms and conditions:

- a) **Date of joining:** Your Date of Joining is 20th Sep 2024
- b) **Mode of Employment:** Contractual.
- c) **Monthly Gross CTC:** Your monthly Cost To Company is Rs 50,000/- INR per month. 10% TDS will be deducted.
- d) **Work Timings:** Your work timings will be six days a week from 9.30 AM – 6.30 PM.
- e) **Probation Period:** Your probation period is for 3 months, post which your services will be confirmed.
- f) **Leave Entitlement:** You are eligible for 12 leaves per annum after probation, out of which 6 are CLs and 6 are PLs. The maximum of 3 PLs can be transferred to the next year.
- g) **Job Duties:** You will be required to perform your duties as per the job description and periodic directives issued by the management. During the time of service, you shall not engage yourself in any other related business or occupation.
- h) **Notice Period:** This contract of employment may be terminated by either party by giving 30-days notice. The release from the services will be subject to satisfactory handover of the responsibilities assigned to you.
- i) **Termination Clause:** The management reserves the right to terminate your appointment without notice, if your work quality, co-operation, conduct, performance etc. are found to be unsatisfactory.
- j) **Documentation:** You will be required to execute Standard Terms and Conditions of your employment and other related Agreements, upon you joining the Company.
- k) **Transfer:** This job profile is transferable within the centers depending upon the need and requirement of the Organization.

Please indicate your acceptance of this offer by signing and returning a copy of this letter. Your signature will signify yours understanding and agreement to the terms and conditions outlined herein.

Brainpreneurs Education Pvt Ltd – 307 Shastri Nagar 180004


Training & Placement Cell
Swami Rama Himalayan University
Dehradun (Uttarakhand)

INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

1. NON-DISCLOSURE a. **Recognition of company's rights; Nondisclosure:** At all times during my contractual agreement and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the company's Proprietary Information, which includes, a) trade secrets, trademarks, copyrights, inventions, works of authorship, know-how, designs processes, methodologies (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, prices and costs; (c) information regarding the skills and compensation of other employees and independent contractors of the company and/or its Affiliates; (d) customer and vendor provided data, protected information, any personally identifiable data ("protected information") and any other information or data of or transmitted from or to any company customer; and (e) all intellectual property rights world- wide containing Proprietary Information that either relate at the time of conception or reduction to practice to the company's business, or actual or demonstrably anticipated research or development of the company or from any work performed by me for the Company.

b. **No Improper use of Information of Prior Employers and Others:** During the contractual agreement with the company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the company

2. No conflicting Obligation: I represent that my performance of all the terms of this agreement and as a 'Consultant' of the Company does not and will not breach any agreement to keep in confidence or in trust prior to my employment by the company. I have not entered into and I agree I will not enter into, any agreement, either written or oral, which prevents my contractual agreement with the company, or is otherwise in conflict herewith.

3. Intellectual Property Rights: I acknowledge that it is my responsibility to further the interests of the Company, I shall fore with disclose to the Company every discovery, invention, improvement, design and secret process and other Intellectual Property Rights made, developed or discovered solely by me or jointly with others at any time whether before or after the date hereof, within the scope of my employment and in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or with connection therewith and the

Brainpreneurs Education Pvt Ltd H.NO 307 Shastri Nagar 180004



Training & Placement Cell
Swami Rama Himalayan University
Dehradun (Uttarakhand)

Parties agree that all such information and materials shall belong to and be the absolute property of the Company. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with the Company shall be deemed to be works and/or inventions developed in the course of my employment with the Company, within the meaning of the copyrights laws of all the jurisdictions, including and without limitations, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes.

4. Non- Competition Covenant: I agree that during the period of my contractual agreement with the company, I will not work for or assist a competing business in any capacity as employee, consultant, contractor, officer, director, investor agent or otherwise. For purpose of this agreement, 'Competing Business' shall be defined to mean any person, corporation, partnership, limited liability company or other entity that engages in activities so similar in nature or purpose to those of the company or any affiliate, such that they would displace business opportunities, customers or suppliers of the company or any of its affiliate. The provision of this paragraph shall apply both during normal working hours and at all other times including, without limitation, evenings, weekends, holidays and vacation time, while I am in contractual agreement with the Company.

5. Non- Solicitation Covenant: I understand that during my contractual agreement with the company I will have access to and obtain knowledge of the Company's Proprietary Information (including as defined herein), and that the company will be irreparably harmed if I were to use that information – whether directly or indirectly – to the detriment of the company, and its actual or potential business and/or human resources. Therefore, I agree that during the term of my contractual agreement and for two (2) years thereafter, I will not (i) induce or influence, or seek to induce or influence, any person who is employed or engaged by the company or to cause such person to terminate his or her employment, agency or relationship with the company, or (ii) use Proprietary Information, or confidential Company or Affiliate information, to divert or take away, or attempt to divert or takeaway, or solicit or attempt to solicit, any existing or potential customer of the Company.

6. Return of Company Documents: When I leave the company, or at any other time, if requested by the company, I will deliver to the company any and all drawings, notes, documents, materials together with all copies thereof.

I understand that any breach of this agreement may result in violation of central, state or local laws. Further, I understand and acknowledge that criminal and civil penalties may be imposed upon me under central, state or local laws for the unauthorized use of protected information.

I HAVE READ THIS AGREEMENT AND LETTER OF CONTRACTUAL AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

Dated: 20/09/2024

Signature: 

Place: Jammu.

Accepted and agreed to : Brainpreneurs Education Pvt Ltd.

Dated : 20th Sep 24

Signature: Sunaina Tickoo

Brainpreneurs Education Pvt Ltd H.NO 307 Shastri Nagar 180004

✓
Training & Placement Cell
Swami Rama Himalayan University
Dehradun (Uttarakhand)