

YOUR COMPANY NAME

YOUR COMPANY ADDRESS , Bangalore, Karnataka, 560086

From

<HR Signatory Name>

<DD/MM/YYYY>

<HR Signatory Designation>

<Office Address>

To,

<Employee's FULL Name>

<Employee Address>

Subject: Appointment Letter for the Post of (Mention Job Title)

Dear <Employee First Name>,

We refer to your recent interview for the above position and are pleased to advise that we are offering you the position of <Mention designation & Grade / Level> with our <YOUR COMPANY NAME> effective from <dd/mm/yyyy> under the following terms and conditions:

1. **Date of joining**

Your appointment is effective from the date of joining which shall be as early as possible as but not later than **<Date of Join>**.

2. **Salary**

Your gross compensation will be Rs. **<Mention Amount>** per annum, on a cost to the <YOUR COMPANY NAME> basis. Statutory deductions such as Income Tax, Profession Tax, ESI and Employee Provident Fund would be deducted in line with the requirements of the respective Acts. Your compensation is strictly confidential and must not be shared with anyone.

3. **Salary review**
Your increment in the grade is discretionary and will be subject to and on the basis of effective performance and results during the year.
4. **Leave**
You will be entitled to leave as per the <YOUR COMPANY NAME>'s Leave Policy as made applicable to your grade/level from time to time.
5. **Retirement**
The retirement age is 58 years. As per our records your date of birth is <Date of Birth of Candidate>
6. **Other work**
Your position is a full-time employment with <YOUR COMPANY NAME> and you shall devote yourself exclusively to the business of the <YOUR COMPANY NAME>. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as share-holder or debenture holder) in any other trade or business during the employment with STREEGAINS, without permission in writing from a Director of <YOUR COMPANY NAME>.
7. **Probation**
You will be on probation for a period of <Number of Months> months from the date of joining. The <YOUR COMPANY NAME> may at its discretion, extend or reduce such probationary period subject to your performance. During the probationary period, this appointment may be terminated without assigning any reasons, by either party, by giving one month's notice.
8. **Working hours**
You will be governed by the <YOUR COMPANY NAME>'s rules on working hours. You may also be called upon to attend duties on your personal time if and when the exigencies of work so demand. You will be put into any shift depending on the client demands and job requirements.
9. **Responsibilities**
You will always need to be active to the responsibilities and duties attached to your position and conduct yourself accordingly. Your work will be subject to the rules and regulations of <<YOUR COMPANY NAME>> as promulgated and modified from time to time in relation to conduct, discipline and other conditions of service.

10. **Travel**

You may be required to undertake travel on the <YOUR COMPANY NAME>'s work and at times, on very short notice. Your travel expenses will be reimbursed as per the travel policy and rules applicable to your grade/level.

11. **Confidential information**

11.1 "Confidential information" shall mean and include, but not be limited to the <YOUR COMPANY NAME>'s product schematics, drawings, software (object code & source code), data, database, product plans, designs, protocols, prices, finances, marketing plans, business opportunities, personnel related information, sales and customer information, business policies, practices and strategies, information received from other entities which the <YOUR COMPANY NAME> is obligated to keep confidential, and research and development results which have not been :

- previously published or disclosed to the general public
- previously available without restrictions; and
- which information the <YOUR COMPANY NAME> desires to protect against unrestricted disclosure or use.

11.2 "Confidential information" will however, not include information that:

- is or enters the public domain through no fault of yours
- is known and has been reduced into tangible form by you prior to the time of disclosure
- is independently developed by you without access to or use of the proprietary information
- is generally made available to you by the <YOUR COMPANY NAME> without restriction on disclosure
- is disclosed by you with the <YOUR COMPANY NAME>'s written consent.

11.3 You will not at any time, without the written consent of a Director of <<YOUR COMPANY NAME>>, make copies or disclose or divulge or make public, except on legal obligations, any information regarding the <YOUR COMPANY NAME>'s affairs, administration, software or project being carried out, whether the same may be confined to you or become known to you in the course of your service or otherwise.

11.4 By accepting the present terms of appointment, you are acknowledging that the <<YOUR COMPANY NAME>> is the proprietor of the confidential information as detailed in paragraph 11.1.

- 11.5 By accepting the present terms of appointment, you are further acknowledging that the “Confidential information” as aforesaid, is being exposed to you in trust and that the same would only be used by you for and in the interest of the <YOUR COMPANY NAME> and particularly in order to further the purposes of your employment with the <YOUR COMPANY NAME>. The aforesaid “Confidential Information” will not be used or disclosed by you, during the course of your employment with the <YOUR COMPANY NAME>, for the benefit of any other entity or person, without the written consent of the Board of Directors of the <YOUR COMPANY NAME>.
- 11.6 You will not, after the termination of your employment with the <YOUR COMPANY NAME>, use the “Confidential Information” as aforesaid, either personally or during the course of employment with your future employers or other person(s) or associates or partners, known or unknown to you.
- 11.7 You acknowledge that the restrictions imposed under the present terms of employment are reasonable and are necessary in order to protect the <YOUR COMPANY NAME>’s legitimate interests and that the violation by you of these restrictions would cause damage to the <YOUR COMPANY NAME> entitling it to, inter alia, injunctive relief.

12. **Intellectual Property Rights**

- 12.1 “Intellectual Property Rights” shall mean all intellectual property (whether registered or not registered) created, developed or acquired by the <YOUR COMPANY NAME> in respect of its products, including but not limited to copyrights, trademarks, designs, trade secrets, confidential information and patents
- 12.2 You acknowledge the ownership of the <YOUR COMPANY NAME> in respect of all Intellectual Property associated with its products and undertake that you will not, either during or after the termination of your employment with the <YOUR COMPANY NAME>, infringe, cause to infringe or abet the infringement of these rights.
- 12.3 The ownership of any Intellectual Property that you may create or develop for the <YOUR COMPANY NAME>, during the course of your employment, will vest in the <YOUR COMPANY NAME>, for territories in the world and for their entire term of protection, your remuneration being adequate consideration.

13. **Protection of interest**

If you conceive any new or advanced methods of improving processes, systems or software in relation to the operation of the <YOUR COMPANY NAME>, such developments will be fully communicated to the <YOUR COMPANY NAME> and will be and remain the sole right/property of the <YOUR COMPANY NAME>.

14. **Past records**

If any declaration given or information furnished to the <YOUR COMPANY NAME> proves to be false or if you are to have willfully suppressed any material information or if you violate any of the terms and conditions of appointment, in such case, you will be liable to be removed from services without any notice. <<YOUR COMPANY NAME>> reserves the right to recover any damages or costs incurred as it deems fit.

15. **Notice Period**

Your employment is terminable by <Two month's (60 days)> notice on either side and either party is not bound to give any reason, thereof.

16. **After termination**

On termination of employment, you will immediately deliver to <<YOUR COMPANY NAME>> all its properties including correspondence, specifications, formulae, books, documents, market data, cost data, literature, drawings, floppy diskettes, magnetic media, effects or records, etc. and shall not make copies or retain any of these items.

17. **Abandonment**

You shall be punctual and regular in your attendance. If you remain absent for <number of days> consecutive days or overstay your leave beyond sanctioned days by <number of days> or more, you shall be deemed to have voluntarily separated / abandoned from the services of <<YOUR COMPANY NAME>> and lose right to the job.

18. **<YOUR COMPANY NAME> property**

The <YOUR COMPANY NAME> may provide official assets based on business needs. This equipment will be exclusively for your work purposes, and safety of this equipment will be entirely to your responsibility. At the time of separation from the services of the <YOUR COMPANY NAME>, these have to be handed over in good working condition at a mutually convenient time and location.

Sincerely

[HR Signatory Name]
<HR Designation>

I agree to the appointment and accept the above terms and conditions of service.

Signature:

Name:.....

EMAIL TEMPLATE

Subject: Appointment Letter for the Post of (Mention Job Title)

Dear <Employee FULL Name>,

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Your increment in the grade is discretionary and will be subject to and on the basis of effective performance and results during the year.

4. Leave

You will be entitled to leave as per the <YOUR COMPANY NAME>'s Leave Policy as made applicable to your grade/level from time to time.

5 Retirement

The retirement age is 58 years. As per our records your date of birth is <Date of Birth of Candidate>

6. **Other work**

Your position is a full-time employment with <<YOUR COMPANY NAME>> and you shall devote yourself exclusively to the business of the <YOUR COMPANY NAME>. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as share-holder or debenture holder) in any other trade or business during the employment with <<YOUR COMPANY NAME>>, without permission in writing from a Director of <<YOUR COMPANY NAME>>.

7. **Probation**

You will be on probation for a period of <Number of Months> months from the date of joining. The <YOUR COMPANY NAME> may at its discretion, extend or reduce such probationary period subject to your performance. During the probationary period, this appointment may be terminated without assigning any reasons, by either party, by giving one month's notice.

8. **Working hours**

You will be governed by the <YOUR COMPANY NAME>'s rules on working hours. You may also be called upon to attend duties on your personal time if

and when the exigencies of work so demand. You will be put into any shift depending on the client demands and job requirements.

9. **Responsibilities**

You will always need to be active to the responsibilities and duties attached to your position and conduct yourself accordingly. Your work will be subject to the rules and regulations of <<YOUR COMPANY NAME>> as promulgated and modified from time to time in relation to conduct, discipline and other conditions of service.

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- previously published or disclosed to the general public
- previously available without restrictions; and
- which information the <YOUR COMPANY NAME> desires to protect against unrestricted disclosure or use.

11.2 "Confidential information" will however, not include information that:

- is or enters the public domain through no fault of yours
- is known and has been reduced into tangible form by you prior to the time of disclosure
- is independently developed by you without access to or use of the proprietary information
- is generally made available to you by the <YOUR COMPANY NAME> without restriction on disclosure
- is disclosed by you with the <YOUR COMPANY NAME>'s written consent.

11.3 You will not at any time, without the written consent of a Director of <<YOUR COMPANY NAME>>, make copies or disclose or divulge or

make public, except on legal obligations, any information regarding the <YOUR COMPANY NAME>'s affairs, administration, software or project being carried out, whether the same may be confined to you or become known to you in the course of your service or otherwise.

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11.5 By accepting the present terms of appointment, you are further acknowledging that the “Confidential information” as aforesaid, is being exposed to you in trust and that the same would only be used by you for and in the interest of the <YOUR COMPANY NAME> and particularly in order to further the purposes of your employment with the <YOUR COMPANY NAME>. The aforesaid “Confidential Information” will not be used or disclosed by you, during the course of your employment with the <YOUR COMPANY NAME>, for the benefit of any other entity or person, without the written consent of the Board of Directors of the <YOUR COMPANY NAME>.

11.6 You will not, after the termination of your employment with the <YOUR COMPANY NAME>, use the “Confidential Information” as aforesaid, either personally or during the course of employment with your future employers or other person(s) or associates or partners, known or unknown to you.

11.7 You acknowledge that the restrictions imposed under the present terms of employment are reasonable and are necessary in order to protect the <YOUR COMPANY NAME>'s legitimate interests and that the violation by you of these restrictions would cause damage to the <YOUR COMPANY NAME> entitling it to, inter alia, injunctive relief.

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the <YOUR COMPANY NAME>, infringe, cause to infringe or abet the infringement of these rights.

12.3 The ownership of any Intellectual Property that you may create or develop for the <YOUR COMPANY NAME>, during the course of your employment, will vest in the <YOUR COMPANY NAME>, for territories in the world and for their entire term of protection, your remuneration being adequate consideration.

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Sincerely

[HR Signatory Name]

<HR Designation>

Note: Please confirm your acceptance of this Letter of Appointment by return email to the sender, but not later than **<dd/mm/yyyy>**.

