

# **ಎಇಎಸ್ ಇನ್**ಕ್ಷಿಬ್ಯೂರ್ ಆಫ್ ಅಡ್ವಾನ್ಫ್ ಮ್ಯಾನೇಜ್ ಮೆಂಡ್ ಸ್ವತೀಸ್

(ಕುಡೆಂದು ವಿಕ್ಕವಿರಾಧಿಸಲಾವರ ಸಂಯೋಜನೆಗೊಳಸಲ್ಲಿದೆ ಮತ್ತು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಮಾನ್ಯತೆ ಪಡೆದಿದೆ)

ಎನ್ ಹೆಚ್ 206, ಸಾಗರ ರಸ್ತೆ, ಶಿವಮೊಗ್ಗ - 577 204 (ಕರ್ನಾಟಕ)

Phone: 8147053085

# PES Institute of Advanced Management Studies

( Affiliated to Kuvempu University, Recognized by Govt. of Karnataka)

Website: pestrust.edu.in/pesiams

N H-206, Sagar Road, Shivamogga - 577 204 (Karnataka)

Date: 01st Jan 2020

STUDIES

# Report on Campus Recruitment Drive

Tata Consultancy Services [TCS] has conducted Pool Campus recruitment drive on 30<sup>th</sup> November 2019 for Aptitude as well as on 27<sup>th</sup> December 2019 for Technical and HR round at Mysore, Bangalore and Udupi. Around 41 Final Year BCA students of PESIAMS have participated in the campus interview drive, 14 of them qualified for aptitude test. Qualified students faced Technical and HR round, 6 of them were selected and offer letters were given.

# Details of Interview Process as follows:

Round 1: Aptitude
 Round 2: Technical

Round 3: HR

The Number of participants was as follows:

Course	Number of Students
BCA	41

List of Students placed is as follows:

Sl. No Reg. No		Name
1	The same of the sa	AKASH M
2	BC170905	ANANYA B SHETTY
3	BC170916	CHAITHRA U BILIGI
4		DEEPIKA G.N
5	BC170999	
6	BC171021	NAVEEN KUMAR SS

Mr. Anmol U.K

Placement Coordinator

Mrs. Roopa D.S

HOD

Head of The Department

PES Institute of Advanced Mana SHIVA MODELA 151

Dr. K.Sailatha W. Sprincipal



**Offer: Computer Consultancy** 

Ref: TCSL/DT20195888592/Bangalore

Date: 03/01/2020

Mr. Akash M #47Sepani Behind, Sepani Sawmill, Chickmangalur-577101, Karnataka. Tel# -7975120413

Dear Akash M,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,93,158/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

#### **COMPENSATION AND BENEFITS**

#### BASIC SALARY

You will be eligible for a basic salary of ₹7,100/- per month.

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# **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

# 1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

# 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

#### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

# PERFORMANCE PAY

#### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

# OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

# **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

#### Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

# **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

# **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

#### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

# **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

#### 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

# 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

# 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

# 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

# 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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# 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

# 9. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

# 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 11. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

#### 12. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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day-to-day conduct as an associate of TCSL.

#### 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 14. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

#### 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

#### 16. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

#### 17. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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#### 18. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

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- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

# 19. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

# 20. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

#### 21. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### 22. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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#### Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Akash M
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



# **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100, Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	Tivib, Shomigananar, Chemiai, Tamir Nada 000115
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12, New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium, 2nd Floor, Wanderers Building, Delta Park -
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
	Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus , Kariyavattom P.O.	
Trivandrum - 695581, India	
-	



#### Annexure 3

# **Confidentiality and IP Terms and Conditions**

# **Confidentiality and IP Terms and Conditions - Annexure 3:**

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



# 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

# 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

# 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

# 7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### 8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



# 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

#### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy** 

Ref: TCSL/DT20195885450/Bangalore

Date: 03/01/2020

Ms. Ananya B Shetty
Door No:305,Block No:27,Police QuatresMachenahalli,
Kmf Diary,
Shivamogga-577222,
Karnataka.
Tel# 91-9481654115

Dear Ananya B Shetty,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,93,158/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

#### **COMPENSATION AND BENEFITS**

#### BASIC SALARY

You will be eligible for a basic salary of ₹7,100/- per month.

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# **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

# 1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

# 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

#### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

# PERFORMANCE PAY

#### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

### OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

# **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

#### Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

# **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

# **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

#### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

# **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

#### 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

# 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

# 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

# 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

# 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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# 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

# 9. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

# 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 11. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

#### 12. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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day-to-day conduct as an associate of TCSL.

#### 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 14. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

#### 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

#### 16. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

#### 17. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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#### 18. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

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- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

# 19. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

# 20. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

#### 21. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### 22. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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#### Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 3: Confidentiality and IP Terms

Annexure 2: List of TCS Xperience Centres



Click here or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

**Annexure 1** 

Name	Ananya B Shetty
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



# **Annexure 2**

Ahmedabad	Bangalore		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services,	Tata Consultancy Services,		
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase		
Gandhinagar - 382007	Bangalore - 560100,Karnataka		
BUBANESHWAR	Chennai		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services,	Tata Consultancy Services,		
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,		
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119		
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.			
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,			
Bhubaneswar - 751024			
DELHI – Gurgoan	DELHI – Noida		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services,	Tata Consultancy Services,		
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th		
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,		
Haryana	Noida - 201 309,UP		
Guwahati	Hyderabad		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services,	Tata Consultancy Services,		
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad		
781006,Assam	a city, ramakangada, riyaciabaa		
INDORE	KOLKATA		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services,	Tata Consultancy Services Limited,		
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New		
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR		
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park		
Madhya Pradesh	Lords		
KOCHI	MUMBAI		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services,	Tata Consultancy Services,		
TCS centre, Infopark Road Infopark Campus, Infopark ,	Yantra Park, Pokharan Road Number 2, TCS Approach		
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606		
NAGPUR	PUNE		
TCS XP HR Lead	TCS XP HR Lead		
Tata Consultancy Services Limited,	Tata Consultancy Services,		
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,		
William Sez, Magpar, Temara, Manarashira 111156,	Hinjewadi Phase III, Pune - 411057, Maharashtra		
Trivandrum			
TCS XP HR Lead			
Tata Consultancy Serives,			
Peepul Park, Technopark Campus ,Kariyavattom P.O.			
Trivandrum - 695581, India			
	I		



#### **Annexure 3**

# **Confidentiality and IP Terms and Conditions**

# **Confidentiality and IP Terms and Conditions - Annexure 3:**

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



# 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

# 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

# 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

# 7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### 8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



# 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

#### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy** 

Ref: TCSL/DT20195888643/Bangalore

Date: 03/01/2020

Ms. Chaitra U Bilagi #45/3Bapuji Nagar, Beo Office, Shimoga-577201, Karnataka.

Dear Chaitra U Bilagi,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,93,158/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

#### **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

You will be eligible for a basic salary of ₹7,100/- per month.

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# **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

## 1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

## 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

## 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

## PERFORMANCE PAY

## **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

## OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

## Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

# **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

# **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

#### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

# **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

## 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

## 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

## 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

## 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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## 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## 9. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 11. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

#### 12. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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## TATA CONSULTANCY SERVICES



day-to-day conduct as an associate of TCSL.

#### 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 14. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

## 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 16. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 17. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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#### 18. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

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- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

# 19. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## 20. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## 21. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## 22. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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## Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Chaitra U Bilagi
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



## **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI - Curgoon	DELHI – Noida
DELHI – Gurgoan TCS XP HR Lead	TCS XP HR Lead
	Tata Consultancy Services,
Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	City, Hariaki arrigada, Fryaciasaa
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium, 2nd Floor, Wanderers Building, Delta Park -
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
	Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus , Kariyavattom P.O.	
Trivandrum - 695581, India	
	I .



#### **Annexure 3**

## **Confidentiality and IP Terms and Conditions**

## **Confidentiality and IP Terms and Conditions - Annexure 3:**

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



## 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

## 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

## 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

## 7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### 8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

#### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy

Ref: TCSL/DT20195888605/Bangalore

Date: 03/01/2020

Ms. Deepika G N Idk9/BHutha Colony, Bhadravathi, Bhadravathi-577301, Karnataka. Tel# -8722555953

Dear Deepika G N,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,93,158/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

You will be eligible for a basic salary of ₹7,100/- per month.

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## TATA CONSULTANCY SERVICES



# **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

## 1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

## 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

## 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

## PERFORMANCE PAY

## **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

## OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

## Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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TATA CONSULTANCY SERVICES



from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

## **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

#### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

## 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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#### TATA CONSULTANCY SERVICES



months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

## 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

## 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

## 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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# 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## 9. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 11. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

#### 12. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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## TATA CONSULTANCY SERVICES



day-to-day conduct as an associate of TCSL.

#### 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 14. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

## 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 16. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 17. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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#### 18. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

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- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

# 19. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## 20. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## 21. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## 22. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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## Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Deepika G N
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



## **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoon	DELHI – Noida
DELHI – Gurgoan TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park -
Madhya Pradesh	Lords
КОСНІ	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	Timjewadi i nase iii, Fulie - 411037, Manai asiitta
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus , Kariyavattom P.O.	
Trivandrum - 695581, India	



#### **Annexure 3**

## **Confidentiality and IP Terms and Conditions**

## **Confidentiality and IP Terms and Conditions - Annexure 3:**

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



## 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

## 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

## 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

## 7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### 8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

#### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy** 

Ref: TCSL/DT20195888579/Bangalore

Date: 03/01/2020

Mr. Shoaib Khan S/O Sabir KhanAzad Nagar, Noorain Mazid, Shimoga-577201, Karnataka.

Dear Shoaib Khan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,93,158/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

You will be eligible for a basic salary of ₹7,100/- per month.

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# TATA CONSULTANCY SERVICES



## **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

## 1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

## 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

## 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

## PERFORMANCE PAY

## **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

## OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

## Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

# **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

# **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

# **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

## 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

# 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

# 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

# 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

# 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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# 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## 9. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

# 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### 11. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

### 12. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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## TATA CONSULTANCY SERVICES

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



day-to-day conduct as an associate of TCSL.

### 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

### 14. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

## 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 16. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 17. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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### 18. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

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- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

# 19. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

# 20. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## 21. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## 22. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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## Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Shoaib Khan
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



# **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	a city, ramakangada, riyaciabaa
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark ,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
William Sez, Magpar, Temara, Manarashira 111156,	Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	
	I



#### Annexure 3

# **Confidentiality and IP Terms and Conditions**

## **Confidentiality and IP Terms and Conditions - Annexure 3:**

### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



# 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

# 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

## 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

## 7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

### 8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



# 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy** 

Ref: TCSL/DT20195888662/Bangalore

Date: 13/01/2020

Mr. Naveenkumar S S 10 Sri Chamundeshwari NilayaGopishettykoppa, Gopala, Shivamogga-577205, Karnataka. Tel# -8147683901

Dear Naveenkumar S S,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,93,158/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### BASIC SALARY

You will be eligible for a basic salary of ₹7,100/- per month.

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# TATA CONSULTANCY SERVICES



# **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

## 1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

## 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

## 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

## PERFORMANCE PAY

## **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

## OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

### Loans

You will be eligible for loans, as per TCSL's loan policy.

## Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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## TATA CONSULTANCY SERVICES



from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

# **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

# **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

# **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

## 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

# 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

# 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

# 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

# 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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# 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## 9. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

# 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### 11. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

### 12. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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## TATA CONSULTANCY SERVICES



day-to-day conduct as an associate of TCSL.

#### 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

### 14. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

## 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

## 16. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 17. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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### 18. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

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- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

# 19. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

# 20. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## 21. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## 22. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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## Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms

to validate the offer letter



Click here or use a QR code scanner from your mobile



### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Naveenkumar S S
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



# **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoon	DELHI – Noida
DELHI – Gurgoan TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park -
Madhya Pradesh	Lords
КОСНІ	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	Timjewadi i nase iii, Fulie - 411037, Mahalasiitia
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus , Kariyavattom P.O.	
Trivandrum - 695581, India	



**Annexure 3** 

## **Confidentiality and IP Terms and Conditions**

## **Confidentiality and IP Terms and Conditions - Annexure 3:**

### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



# 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

# 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

## 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

## 7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

### 8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



# 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.