

# Appointment Letter (Sample Copy)

Date:\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

**Subject: You Appointment Letter as “Operation Manager” and terms & condition  
in (Company Name).**

Dear\_\_\_\_\_

We welcome you to(company Name ) and are pleased to confirm your appointment for the position of Operation Manager under the following terms and conditions:

**1. Date of Joining:**

- You are being appointed as Operation Manager in Data Professional Resource Services Pvt. Ltd. A group company of DSSG with effect from Date\_\_\_\_\_

**2. Place of Work:**

- Your initial posting will be at our Bhikaji cama office. Your place of work may be changed to any other location to address business / client requirement as directed by the Company.
- You may be required to visit to the client site within and / or outside India.

**3. Remuneration:**

- Your annual fixed CTC will be Rs.\_\_\_\_\_P.A. (Rupees.\_\_\_\_\_ he breakup of this compensation will be shared with you separately by HR. In addition, you may be eligible for performance based incentive as per incentive scheme of the company.
- The Incentive Scheme is subject to revisions at the discretion of the Management.
- You will be eligible for Gratuity as per Payment of Gratuity Act. 1972.
- Your compensation will be subject to deductions as application under provisions of Income Tax Act. 1961 and other application laws in India.

**4. Probation Period:**

- You will be on a probationary period of 6 months from date of joining the period of which may be extended at Company's discretion Based on your performance and confirmation review, action on confirmation of your employment will be taken as directed by Company policy and will be communicated to you in writing.

## **5. Work Conduct:**

- During your employment with the Company, you shall devote your best efforts for promoting the Company's (and of any other relevant affiliate and / or business associate of the Company) business.
- You are required to effectively carry out all duties and responsibilities as assigned to you by the Company and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Company.
- You shall not, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal agent or otherwise which will be detrimental whether directly, to the Company's interests.
- You will be bound by the Code of Conduct and all other rules, regulations, policies and orders issued by the Company from time to time in relation to your conduct, discipline rules, regulation, policies et al, were part of this contract of appointment.

## **6. Training**

- You will be imparted training on-the-job and periodically when the training programs will be organized. The Company lays high importance when the training its employees and spends considerable resources on it. A full commitment from employee side is expected during the training period.

## **7. Disclosure of Information:**

- You confirm that you have disclosed all your business interests in the Company whether or not they are similar to or in conflict with the business (es) or the activities of the Company, & all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any immediate relatives. Also you agree to immediately disclose, to the Company any such interests or circumstances which may arise during your employment.

## **8. Confidentiality:**

- All information regarding the affairs or business matters of the Company (and of any other relevant affiliate and/or business associate of the Company ) – concepts, working methods, client portfolios, strategies – that come to your knowledge by reasons of your employment is deemed to be confidential and considered a trade secret.
- You shall be required to maintain strict confidentiality of such information and data that may come to your possession or knowledge by virtue of the engagement, use it only as may be required in the normal course of your work and shall not disclose or divulge any information or data, without prior consent of an authorized officer of the Company.
- You shall at all times keep the details of your salary and employment benefits at the Company strictly and shall not disclose such details to any other person within the Company.
- You shall use the Company name, Logos trademarks or other identifiers strictly in the manner permitted by the Company's policies or for the purposes of provision of Services delegated to you to the extent required.
- You shall at all times. Whether during or the termination of your employment act with utmost fidelity and shall not disclose or divulge any such confidential information to third parties or make use of such information for your own benefit or the benefit of any third party, either during the term of your employment or thereafter.
- This clause applies during the employment and continues for 24 months after expiry or termination of employment. Failure to adherence to this clause will invite legal action by the Company.

#### **9. Monitoring Policy:**

- Please note that emails sent to you and by you may be monitored from time to time for the purpose of identifying any non-compliance with the Company policies or applicable laws. These emails along with attachments are considered as property of the company.

- If such monitoring discloses breach of any law or Company policies, disciplinary action may follow including termination of the employment.

#### **10. Notice Period:**

- During the probation (including any extension), services may be terminated by either party, giving written notice to one week or payment salary in Lieu of thereof.
- Post confirmation, services may be terminated by either party, giving two months' notice, which comprises a non-negotiable mandatory working period of 1 month, with the remainder of the notice period being negotiable on both sides (to agree the release date & salary payment in lieu of notice if any).
- The Company may terminate / suspend your services at its discretion at any time immediately upon written notice to you if it has been alleged and prima facie established through preliminary internal inquiry that you have committed (i) any heinous criminal act or any offense involving moral turpitude. Examples include rape, forgery, robbery, etc. (ii) sexual harassment or (iii) other act that threatens or likely to damage the Company's reputation.
- You are required to identify and train your replacement and facilitate a successful handover/knowledge transfer. Failure to comply with the clause would be considered against the Company policy. A prior approval by the Management shall be considered as an exception to this clause through mutual settlement between both the parties.
- The Company reserves the right to terminate your employment on the grounds mentioned in clause 11 below. In such an event, you will be subject to immediate dismissal and the Company will not be liable to give you pay for the notice period. The Company further reserves the right to initiate legal action as it deems fit.

#### **11. Termination of Services:**

- If at any time during the course of your employment, it is found that you have made a false or an incomplete declaration with regard to your qualification / experience

and other detail, your appointment will be treated void with immediate effect without any payment in lieu of notice period.

- If at any time during the course of your employment, it is found that you have committed any act of gross misconduct or serious breach of employment terms, been guilty of conduct tending to bring yourself or the Company into disrepute, been absent for a continuous period of 10 days without approval/information, indulged in policy violation/fraud/financial irregularities and/or been found to demonstrate unsatisfactory job performance your services will be terminated and you shall not be entitled to any notice period or payment in lieu thereof.

#### **12. Leave:**

- You will be entitled to Casual/Sick Leaves: National/Festival holidays as stipulated by law/company policy, in a calendar year. The same may be changed from time to time in accordance with changes in law and/or company policy.

#### **13. Expenses:**

- The company shall reimburse all your reasonable expenses incurred in the performance of your duties as specified above upon submission of receipts. The laid down claims procedure must be followed you will be entitled for reimbursement of mobile phone expenses on actual per company policy.

#### **14. Deductions:**

- During your employment or in the event of any termination the Company is entitled to deduct any amount due from you to the Company from actual total compensation including but not limited to:
  - a. Any debt or advance for the time being owed by you to the Company
  - b. Any deduction related to leave or holiday taken in excess of entitlement as at the date of termination of employment: and
  - c. Any deduction with respect to expenses incurred by the Company or the cost of repairing damage to the Company's property caused by you (and of recovering the same).

#### **15. Return of Company Property**

- You shall promptly upon request by the Company and in any event upon the expiry or termination of your employment return and surrender to Company laptop and other assigned assets, all such confidential information including without limitation, data , information, files, books, magazines, reports, documents, manuals, any knowledge database in whatever form including but not limited to electronically held data that concerns the business of the Company which may have been prepared by you or come into your possession custody or control in the course of your employment.
- You shall not keep any copies of these items in any form whatsoever.
- Violation of this clause may invite legal action.

#### **16. Non – Competition:**

In the event of your separation from Company for whatever reason:

- For a period of 2 year thereafter (except with the written approval of the Company) you will not solicit business in competition with the Company nor pass information to a third party that may result in the same effect from any other organization which is at the date of separation a client or a prospect with which negotiations are underway neither will you in competition offer or supply products or services which compete directly with those products or services offered by the Company.
- You agree that for a period of 1 year after your separation from the Company you will not endeavour to solicit or entice away any person who is an employee of the Company or who was in its employment up to 6 months preceding your severance.

#### **17. Other:**

- Under the Sexual Harassment Prevention Act. 2013, sexual harassment is considered as misconduct. The Consequences of such misconduct can be – apart from deduction of wages, termination of employment or transfer to another location.
- Your appointment is contingent upon Medical Fitness Certificate satisfactory reference background checks, including verification of your application

materials education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligation or other restrictive clauses with any previous employer).

- You will be governed by the Company's policies during the course of your employment. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company and other regulatory and statutory bodies. Violation of the terms and conditions mentioned herein would attract disciplinary and/or legal action, including immediate termination.
- The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies and abide by the same.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association. You're joining us at an exciting phase of your journey or building a world class firm and we are counting on you to help us get there.

Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out herein.

**Yours Sincerely,**

**Company Name**\_\_\_\_\_

**Authorized Signatory**

I hereby accept and agree to the terms and conditions of this employment contract and any amendments, additions hereto. I also promise to adhere and abide by the policies and regulations of the Company as mentioned and amended from time to time.

**Signature**\_\_\_\_\_

**Name**\_\_\_\_\_

**Date**\_\_\_\_\_