

Name of the Client: John Doe

S.No.	Subject	Included (Yes/No/NA)	Risk Level (High, Med, Low)	Comments
Employer Details				
1.	The type of entity the employer is (sole proprietorship, partnership, limited liability, or company.)	Yes	Low	Private Limited Company
2.	Legal name and registered address.	Yes	Low	XYZ Entity's registered address
3.	Place of employment	Yes	Low	Location
Employee's details				
4.	Name & Address	Yes	Low	John Doe Uttar Pradesh
5.	Job Title and job description/nature of work	Yes	Low	Software Engineer - Intern
6.	The type of employment/contract: indefinite term, fixed term, part-time, replacement, student job	Yes	Low	Indefinite term
Contract				
7.	The date of commencement of employment (and expiry if temporary)	Yes	Low	02.01.202X (Internship) Completion of internship on or before 30.06.202X
8.	Locations where employee may be asked to work	Yes	High	Chennai Can be transferred to any department or location or work from home as per Clause ___ of Contract Any part of India or abroad [LLA Comment: Your employer can put into effect a transfer, establishment shift, or secondment even to Company's affiliates and group companies. Typically, when such clauses are

				<p><i>included in the employment contract, a refusal by the employee gives the company a reasonable cause for termination of employment.]</i></p>
9.	Whether probationary period applies and how long.	Yes	High	<p>3 months of Training (inclusive of probationary period)</p> <p>Extended automatically unless confirmed in writing</p> <p>If you resign during your probation, professional fees and experience certificate may be forfeited + employer may try to levy the surety amount along with a 1-month notice period required to be given</p> <p>[LLA Comment: As per the labour laws in India, compensation for employment bond can only be levied if any cost is incurred by the employer on providing special trainings, benefits or concessions to the employee and a legal injury is cause due to the breach of the employment bond. Please refer to LLA Glossary & Clause Explainer for detailed information on this.]</p> <p>If employer terminates during probation for cause, no notice is required</p> <p>[LLA Comment: As per the labour laws in India, termination has to be for reasonable cause. Clause 3 of Annexure C of your contract gives the employer the right to terminate without notice for reasonable cause, during the probationary period. Since this</p>

				<i>notice period waiver is agreed upon in your contract, it would be legally binding.]</i>
10.	The period of notice the employee is required to give and entitled to receive to end the contract of employment	Yes	High	<p>During probation:</p> <p>1 month notice required for resignation</p> <p>No notice required by employer for termination for cause</p> <p>[LLA Comment: Please go through the Company's Code of Conduct referenced in your employment contract for more detailed grounds on termination].</p> <p>After conversion to full-time employee:</p> <p>90 days' notice or payment in lieu of notice period - may be increased, reduced or waived off, by the employer</p> <p>In case of being placed on a Performance Improvement Plan (PIP), notice period may be reduced as per the time spent on the PIP</p> <p>Salary for entire notice may be put on hold and paid along with Full & Final Settlement</p>
11.	Termination by employer (cause/no cause)	Yes	High	<p>Termination by employer may be with or without cause</p> <p>[LLA Comment: As per the labour laws in India, termination has to be for reasonable cause. In case of a termination by the employer in the absence of a reasonable cause, the employee may challenge it before a court of law and it is liable to be set</p>

				<i>aside. Labour Courts typically award reinstatement with or without back-wages, in such cases.]</i>
12.	Termination by employee	Yes	Med	<p>During probation:</p> <p>1 month notice required for resignation</p> <p>After conversion to full-time employee:</p> <p>90 days' notice or payment in lieu of notice</p>
13.	Rights arising on termination – return of property (credit card, equipment)	Yes	Low	Immediate return of Company property, Confidential Information, documents and copies
14.	Modification of Contract (By employee/employer)	Yes	Med	<p>As per Offer Letter, employer can amend Service Agreement as per their discretion</p> <p>[LLA Comment: Please also go through the Company Policies applicable to you as these may also be amended from time to time and will continue to be applicable to you].</p>
Compensation & Leaves				
15.	Wages/salary and time of disbursal	Yes	Low	<p>During Internship:</p> <p>Stipend of ₹XXX (for the first 3 months of internship)</p> <p>Stipend of ₹XXXX (for the next 3 months of internship)</p> <p>After Confirmation:</p> <p>CTC – ₹XXXXX per annum</p> <p>Time of disbursal not given</p>
16.	Provision for increases in compensation and Commission/bonuses	Yes	Med	Performance based increments

				<p>Variable Annual Bonus declared at the time of appraisal and paid in multiple tranches</p> <p>At the time of bonus disbursement, employee is disqualified if under disciplinary action, serving PIP or notice period</p> <p>Joining bonus is payable after successful confirmation. This is recoverable if employee leaves the organisation within 1 year from confirmation</p>
17.	Vacations (statutory and other) and Meal/car allowances	Yes	Low	<p>Declarations on vacations as per Company Policy</p> <p>[LLA Comment: Please also go through any Company Policy on Vacation Days applicable to you as this is referred to, in your contract].</p> <p>Telephone, LTC, Management Allowance payable as per Annexure II</p> <p>Other Allowances in CTC can be allocated to</p> <ul style="list-style-type: none"> i) HRA (upto 50% of basic) ii) ii) Food Coupon (₹XXXX per annum in the form of Sodexo Meal card) or iii) Child Education Allowance (₹XXX * 2 children) per annum iv) LTA (1 month's basic salary) can be

				availed every 2 years
18.	Reimbursement arrangements for the employee's costs for work-related purposes	Yes	Low	Telephone (half-yearly basis by 10 th September & 10 th March subject to a maximum of ₹XXX per year) LTC (half-yearly basis by 10 th September & 10 th February)
19.	Any terms and conditions that relate to the employee's hours of work including overtime	Yes	Med	As per Company policy [LLA Comment: Please also go through any Company Policy on Working Hours applicable to you as this is referred to, in your contract].
20.	Any terms and conditions that relate to paid leave (e.g. annual leave, sick leave)	Yes	Med	As per Company policy [LLA Comment: Please also go through any Company Policy on Leaves applicable to you as this is referred to, in your contract].
21.	Any terms and conditions relating to pension schemes	Yes	Low	As per statutory entitlement under the EPF Act
Restrictive covenants				
22.	Non-competition (geography, time, definition of "competition")	Yes	High	During the term of employment and for 6 months following the last working date [LLA Comment: Non-competition restrictions after termination are typically not enforced by courts in India. Please refer to LLA Glossary & Clause Explainer for detailed information on this.]
23.	Non-solicitation	Yes	Med	During the term of employment and for 6 months following the last working date Applicable to existing employees or past employees

				Also applicable to existing or prospective clients
24.	Confidentiality	Yes	Med	Confidential Information defined Restriction not time barred and will exist even after termination Can disclose when ordered by a govt, judicial or quasi-judicial authority but only after giving the employer a reasonable prior notice
25.	Exclusive service to employer	Yes	Low	Clause XYZ
26.	Return of company property	Yes	Low	Upon termination – immediate return
27.	Intellectual Property Rights of employer (patent, copyright etc)	Yes	Low	To be returned not later than Termination Date
Employer protection				
28.	Indemnification	Yes	High	For loss suffered due to illegal act or misconduct of the employee Employer to also recover legal fees if legal action is brought to court
29.	Bond	Yes	High	For 18 months from the start of internship If probation is extended, 12-month bond period after probation will also be extended Penalty amount of ₹ XXXXXXXX [LLA Comment: As per the labour laws in India, compensation for employment bond can only be levied if any cost is incurred by the employer on providing special trainings, benefits or concessions to the employee and a legal injury is

				cause due to the breach of the employment bond. Please refer to LLA Glossary & Clause Explainer for detailed information on this.]
Others				
30.	Dispute management	Yes	High	Arbitration by sole arbitrator at New Delhi Failing which, exclusive jurisdiction of courts in Gurgaon
31.	Insurance	Yes	Low	ESI benefits for the first three months of internship as stipend is less than ₹24,000/- per month. On confirmation to full time employee, employee will get the benefit of medical insurance.
32.	EPF	Yes	Low	As per statutory entitlement under the EPF Act
33.	Original document checking	Yes	Med	Documents listed in Annexures to be brought in original for verification purposes. Kindly note that these are not to be submitted with the employer and are for verification only.
34.	Severability	Yes	Low	Clause XYZ
35.	Area of jurisdiction	Yes	Low	Location/ District