



CLINICAL TRAINING AGREEMENT- FOR BAMS FRESHER

This agreement (hereinafter referred to as the "Agreement") is made at Mohali on thisday of 2021, between **DEEP AYURVEDA HEALTHCARE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its principal office situated at D-27, Industrial Area, Phase-1, Mohali- Punjab-160055 (hereinafter referred to as the "**DEEP AYURVEDA**", which expression shall include its successors and assigns), represented by, the party of the First part.

AND

Dr.S/o.....R/o(Hereinafter referred to as the "**Candidate**", which expression shall include his/her heirs, successors, assigns, and representatives), the party of the Second part.

WHEREAS the Candidate has joined **DEEP AYURVEDA** on in accordance with his/her letter of intent reference no Dated.....

AND WHEREAS the Candidate is required to undergo specialized Clinical Training in Ayurveda for meeting the Ayurveda business requirements of **DEEP AYURVEDA** intends to impart the specialized technical & Practical training.

AND WHEREAS the Candidate understands the necessity of the specialized clinical training in Ayurveda for meeting business requirements to the satisfaction of **DEEP AYURVEDA** and also agrees that the training would enrich his / her experience and enhance his / her skills and knowledge to handle clinical operation of Deep Ayurveda. The Candidate also agrees and acknowledges that the proposed training will add value to his /her career prospects.

AND WHEREAS **DEEP AYURVEDA** would incur significant expenditure in training the Candidate including but not limited to senior Ayurveda doctor time, computers, software costs, setting up and maintenance of special and general facilities for the clinical training in Ayurveda and for subsequent on the job skill enhancements.

AND WHEREAS **DEEP AYURVEDA** is agreeable to equipping the Candidate with the said training and is able to make all the arrangements and incur all the expenditure that would be entailed, as stated above (hereinafter referred to as the "**Training cost**").

AND WHEREAS the Candidate willingly agrees to undergo the specialized clinical training in Ayurveda subject to the terms and conditions of this Agreement.

THEREFORE, IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

1. That DEEP AYURVEDA shall arrange the aforementioned specialized training for a period of Six Months or such other and further period, or such shorter period than the aforesaid period, as **DEEP AYURVEDA** may deem fit and necessary (hereinafter referred to as the “**Training period**”).
2. This Agreement shall come into effect from the date of commencement of the aforesaid training.
3. That during the Training period and one year thereafter the Candidate undertakes :-
 - a. To serve on job training at “**DEEP AYURVEDA**” diligently and efficiently.
 - b. During this training period “**DEEP AYURVEDA**” will provide all technical & management training to handle Ayurveda OPD & to manage Ayurveda clinic independently.
 - c. Working time and leave policy applicable as per company HR policy. Working shift as per clinical operation.
 - d. Candidate have to handle Key Job Responsibilities set for Ayurveda Doctor (Trainee) and under the instruction of the concern department head.
 - e. To manage online/offline customers/Patients inquiry through WhatsApp / Tele Consultation or email and to provide them solution with the coordination & help of senior Ayurveda consultant.
 - f. During on job training candidate have to handle medical content writing related to Ayurveda blogs on different health issues/ diseases or herbs.
 - g. That during training period of six months, **DEEP AYURVEDA** will pay **Rs.10000/-** (Ten thousands Only) to BAMS and **Rs. 15000/-** (Fifteen thousands Only) to BAMS & MD candidate as a monthly stipend. (TA/DA Extra if out station travel from H.O)
 - h. That after completion of successful training period of six months candidate can be posted as “**AYURVEDIC DOCTOR**” to any of clinic branch/Production Unit/Product Development Deptt of **DEEP AYURVEDA** OR any sister concern or franchise partners within India or Abroad and remuneration will be given as per the employment terms.
 - i. That after completion of successful clinical training in Ayurveda of six months, **DEEP AYURVEDA** will pay regular Salary + incentives as per company policy or as per the individual performance of the candidate.
 - j. To refrain from absenting himself / herself from work without reasonable cause or as per the leave policy of the organisation.
 - k. To keep confidential and not to disclose any information obtained during the Clinical training in Ayurveda to any other person who is not specifically authorized by **DEEP AYURVEDA** at the time of disclosure to receive such information.
4. That as regards any other matter not covered herein, the appointment letter read with the relevant **DEEP AYURVEDA** policies, if any, shall prevail.

5. If the candidate leaves **DEEP AYURVEDA**, during the clinical training period of six months, the candidate liable to repay equal amount of total stipend he/she received during training period or Rs. 90000/- (Rupees Ninety thousands Only) whichever is less and he/she will not join to any of similar trade or any competitor company within one year of leaving except own practice.
6. If any clause of this Agreement or any part thereof is held invalid or unenforceable for any reason by any court of competent jurisdiction, the continuation in full force and effect of the remainder of them shall not be prejudiced.
7. That this Agreement shall be terminated and shall have no effect in the circumstances as below:
 - a. Company may terminate this agreement with immediate effect without giving any notice period, in the event of misconduct, or fraudulent, dishonest or undisciplined conduct of the candidate, or insolvency or conviction of the candidate for any offense involving moral turpitude, or breach of any terms of this Agreement or rules of the company.
 - b. If Candidate got govt job before expiry of one year after the completion of training.
 - c. If Candidate got PR of any country before expiry of one year after the completion of training.
8. That all communications between the Candidate and DEEP AYURVEDA shall be deemed to have been effectively served if addressed at the concerned parties address as mentioned in this Agreement. Any change in either party's address shall be intimated to the other party by way of notice by the party whose address has changed within a period of seven days from such change. If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties and addressing of letters to the above addresses will constitute sufficient notice to the parties for all proceedings to be initiated.
9. The parties shall be entitled to specific performance of their rights under this agreement.
10. In the event the Company is constrained to proceed against the Candidate for the recovery of its dues under this Agreement, the Company shall be entitled to reimbursement by the Candidate of all costs including attorney's fees incurred by the Company in such proceedings.
11. This Agreement shall be subject to the jurisdiction of the courts in Mohali and shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the signatories have executed this Employment Agreement as the day and year first above written.

DEEP AYURVEDA HEALTHCARE PVT LTD

CANDIDATE NAME

Sign-----

Sign -----

WITNESS-1_____

WITNESS-2_____