

Fragomen, Del Rey, Bernsen & Loewy, LLP  
100 High Street, 3rd Floor  
Boston, MA 02110  
Main: +1 617 574 0400  
Fax: +1 617 226 4561  
[www.fragomen.com](http://www.fragomen.com)

## MEMORANDUM

To: **Vineet HADA (51687991)**  
c/o Jack Heh/Balasubramanian Chandrasekaran  
HCL America, Inc.  
Sunnyvale, CA 94085

From: Fragomen, Del Rey, Bernsen & Loewy, LLP  
Date: July 1, 2020

RE: APPROVAL OF HCL AMERICA, INC.'S H-1B PETITION ON YOUR BEHALF

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We are pleased to confirm that the enclosed H-1B petition filed on your behalf has been approved as **Consular Notification** by the United States Citizenship and Immigration Services (USCIS). Enclosed is the original Form I-797B (Approval Notice) along with a copy of the H-1B petition. You should keep the original Form I-797B along with your passport.

### Sample

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

Receipt#:	Case Type:	i129
Notice Date:	Petitioner:	
Petitioner Validity Dates:	Valid from 08/25/2016 to 12/31/2018	Number of Workers: 1
Name	DOB	COB
		INDIA
		Class Consulate / POE OCC
		H1B CHENNAI 030

Form I-797B is issued when an H-1B petition, submitted to USCIS, has been approved as Consular Notification, which means that although the H-1B petition itself is approved, a change of status or extension of stay was not approved. Form I-797B is an original approval notice with NO I-94 attached to the notice. Hence **this notice does not extend your I-94 which controls your status, if you are in the U.S.** If you have received a Form I-797B while **you are in the U.S.**, to activate this H-1B, you must depart the U.S. and apply for an H-1B visa stamp at a U.S. Consulate in your home country, if your H-1B visa stamp has expired, and re-enter the U.S. Please see the information below on entry and visa requirements.

The enclosed Form I-797B (Approval Notice) lists your name, the name of your employer, and the validity period of the H-1B approved petition. Please note that your employment-based status is employer specific and does not entitle you to work for any other employer, other than the one that is specified on the Form I-797B (Approval Notice).

### **Work Location**

If you intend to work at any other location or client; not listed on the Form I-129 and corresponding Labor Condition Application (LCA), please contact your Immigration SPOC immediately so that, if required, an H-1B Amendment may be filed with the USCIS prior to your transfer. Please note that under *Matter of Simeio*, an H-1B **Amendment** petition must be filed with USCIS if there will be a work location or client change. If you begin working at a new work location or a new client, different from the work location or client location listed on this H-1B petition, before filing an H-1B Amendment Petition, your employment will be considered to be in violation of *Matter of Simeio* and your H-1B Petition may be revoked by USCIS, for non-compliance. Therefore, any change in work location or client should be immediately reported to ensure you are maintaining valid H-1B status in the U.S. Further, if your employment ends during the validity of the petition, please contact your Immigration SPOC as employers are required to notify USCIS.

### **Entry and Visa Requirements**

Please be advised that you are permitted to enter the U.S. no more than ten days prior to the H-1B validity date as indicated on the enclosed Approval Notice. In order to enter the U.S. and begin employment with HCL, you must apply for an H-1B visa stamp at a U.S. Consulate. Please visit [www.usembassy.gov](http://www.usembassy.gov) for additional information.

In addition to the *original* Form I-797B and copy of the H-1B petition, you will be required to submit:

- **Form DS-160:** This form must be completed online at <https://ceac.state.gov/genniv/>.
- **Passport:** The passport must be valid for six months beyond the expiration date of the Approval Notice and have at least one blank page.
- **Photograph:** You will need one passport-style photo taken within the last six months.
- **Visa Application Fee:** Some U.S. Consulates require payment of this fee at the time the appointment is scheduled.
- **Visa Issuance Fee:** Some applicants must also be required to pay a reciprocity fee. To confirm, please see [http://www.travel.state.gov/visa/fees/fees\\_3272.html](http://www.travel.state.gov/visa/fees/fees_3272.html).

As you may know, the USCIS imposes a limit of stay on several types of non-immigrant status: H1B- 6 years; L-1A- 7 years; L-1B- 5 years. USCIS allows “recapture” of H-1B non-immigrant time spent outside of the U.S. Therefore, it is important that you retain documentary evidence of all departures from and arrivals to the U.S. while in H-1B status.

Please note that in order for your dependent family members to accompany you to the U.S., each dependent over 13 must apply for an H-4 visa stamp at the U.S. Consulate. In addition to the items listed above, each family member will need to provide evidence of their relationship to you, as the employee, by submitting a marriage certificate (spouse) or birth certificate (children). Please note that H-4 dependents are not entitled to work in the U.S. Pursuant to U.S. regulations, every non-U.S. citizen age 18 or older is required to carry documentation of their lawful registration as a foreign national while in the U.S. Documents acceptable for this purpose include the I-94 card.

#### **Entering the U.S. and Obtaining Your I-94**

If you enter the United States through an air or sea port of entry, it is critical that you visit [www.cbp.gov/I94](http://www.cbp.gov/I94) in order to print a paper version of the I-94 card. To access your I-94, enter your name, date of birth, passport number, country of passport issuance, date of entry and class of admission. Enter the information as it appears on your visa stamp and admission stamp. (If you do not have a visa, enter the information as it appears on the passport biographic page.) The website will generate an I-94 that contains your admission information and a unique admission number. Once printed, this will become your I-94 card. Ensure that the dates on the electronic version match the dates on the admission stamp. Please inform your Immigration SPOC if there are any inaccuracies.

Please remember to show the U.S. Customs and Border Protection (CBP) officer the attached Form I-797B when entering the U.S. to ensure that your Form I-94 is issued through the validity period listed on the Form I-797B and not on your H-1B visa stamp, which may be shorter. It is always the end date of the petition that determines how long CBP should admit you to the U.S.

Please be sure to review the validity period of your I-94 after you enter the U.S. as you may only remain and work in the U.S. until that expiration date on the I-94. If you believe that the CBP officer has made an error on the I-94, please contact your employer.

**It is your responsibility to always review the I-94 issued to you and any family members each time they enter the U.S. after travel abroad. Overstaying the I-94 expiration date, even if the overstay was inadvertent, by 180 days or more, bars readmission to the U.S. for 3 years; overstays of one year or more bars readmission for 10 years.**

#### **Change of Address**

U.S. immigration law and regulations require that all foreign nationals, including lawful permanent residents, report each personal change of address and new address with the USCIS on [Form AR-11](#) within ten days of moving. The form(s) and additional instructions can be obtained at <http://www.uscis.gov> under the "Immigration Forms" link, or please visit the new USCIS web service at <https://egov.immigration.gov/crisgwi/go?action=coa>. Failure to comply with the address change notification requirements may affect your ability to remain in the United States and your ability to reenter the United States after travel abroad.

For additional information on obligations as a foreign national in the U.S., please refer to our public

website at: <http://www.fragomen.com/resources/obligations.shtml>.

If you have any questions, please feel free to contact our office. Thank you.

## THE UNITED STATES OF AMERICA

I-797B | NOTICE OF ACTION | DEPARTMENT OF HOMELAND SECURITY  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Receipt Number WAC1915050899		Case Type I129 - PETITION FOR A NONIMMIGRANT WORKER
Received Date 03/22/2019	Priority Date	Petitioner HCL AMERICA INC
Notice Date 06/24/2020	Page 1 of 2	Beneficiary HADA, VINEET
HCL AMERICA INC c/o LAURA BLACK FRAGOMEN DEL REY BERNSEN & LOEWY L 100 HIGH ST FLR 3 BOSTON MA 02110		<b>Notice Type:</b> Approval Notice Class: H1B Valid from 06/23/2020 to 03/04/2022 Consulate: NEW DELHI

The above petition has been approved, and notification has been sent to the listed consulate. You may also send the tear-off bottom part of this notice to the worker(s) to show the approval. Please contact the consulate with any questions about visa issuance. **THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.**

Petition approval does not authorize employment or training. When the workers are granted status upon admission to the United States, they can then work for the petitioner, but only as detailed in the petition and for the period authorized. When seeking admission to the United States, the following classifications may be eligible for a grace period of up to 10 days before, and up to 10 days after the petition validity period: CW-1, E-1, E-2, E-3, H-1B, H-2B, H-3, L-1A, L-1B, O-1, O-2, P-1, P-2, P-3, TN-1, and TN-2. H-2A nonimmigrants may be eligible for a grace period of up to one week before and 30 days after the petition validity period. If provided at admission, this grace period will be annotated on the beneficiary's I-94 by Customs and Border Protection (CBP). The grace period is a period of authorized stay but does not provide the beneficiary authorization to work beyond the petition validity period. Please contact the IRS with any questions about tax withholding.

If circumstances change, the petitioner can file Form I-824 to have us notify another consulate of this approval. If any of the workers are already in the U.S. the petitioner can file a new Form I-129 to seek to change or extend their status based on this petition. Changes in employment or training may also require a new petition. Include a copy of this notice with any other required documentation.

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status.

Number of workers: 1

Please see the additional information on the back. You will be notified separately about any other cases you filed.

California Service Center  
U. S. CITIZENSHIP & IMMIGRATION SVC  
P.O. Box 30111  
Laguna Niguel CA 92607-0111  
**USCIS Contact Center:** [www.uscis.gov/contactcenter](http://www.uscis.gov/contactcenter)



Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

Receipt#: WAC1915050899

Case Type: I129

Notice Date: June 24, 2020

Petitioner: HCL AMERICA INC,

Petitioner Validity Dates: Valid from 06/23/2020 to 03/04/2022 Number of Workers: 1

Name  
HADA, VINEET

DOB COB  
07/28/1978 INDIA

Class Consulate/POE  
H1B NEW DELHI

OCC  
030

## THE UNITED STATES OF AMERICA

## I-797B | NOTICE OF ACTION

DEPARTMENT OF HOMELAND SECURITY  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Receipt Number WAC1915050899		Case Type I129 - PETITION FOR A NONIMMIGRANT WORKER			
Received Date 03/22/2019	Priority Date	Petitioner HCL AMERICA INC			
Notice Date 06/24/2020	Page 2 of 2	Beneficiary HADA, VINEET			
Name HADA, VINEET	DOB 07/28/1978	COB INDIA	Class H1B	Consulate/POE NEW DELHI	OCC 030
<p>The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO) at the Small Business Administration. The ONO assists small businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the ONO at <a href="http://www.sba.gov/ombudsman">www.sba.gov/ombudsman</a> or phone 202-205-2417 or fax 202-481-5719.</p> <p><b>NOTICE:</b> Although this application or petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify this information before and/or after making a decision on your case so we can ensure that you have complied with applicable laws, rules, regulations, and other legal authorities. We may review public information and records, contact others by mail, the internet or phone, conduct site inspections of businesses and residences, or use other methods of verification. We will use the information obtained to determine whether you are eligible for the benefit you seek. If we find any derogatory information, we will follow the law in determining whether to provide you (and the legal representative listed on your Form G-28, if you submitted one) an opportunity to address that information before we make a formal decision on your case or start proceedings.</p>					

Please see the additional information on the back. You will be notified separately about any other cases you filed.

California Service Center  
U. S. CITIZENSHIP & IMMIGRATION SVC  
P.O. Box 30111  
Laguna Niguel CA 92607-0111  
USCIS Contact Center: [www.uscis.gov/contactcenter](http://www.uscis.gov/contactcenter)



Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

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**FRAGOMEN**  
WORLDWIDE

ATTORNEYS AT LAW

Fragomen, Del Rey, Bernsen & Loewy, LLP  
100 High Street, 3rd Floor  
Boston, MA 02110  
Main: +1 617 574 0400  
Fax: +1 617 226 4561  
[www.fragomen.com](http://www.fragomen.com)

March 20, 2019

**VIA FEDERAL EXPRESS**

United States Citizenship and Immigration Services  
California Service Center  
ATTN: I-129  
24000 Avila Rd.  
2nd Floor, Room 2312  
Laguna Niguel, CA 92677

**RE: H-1B Petition for a Nonimmigrant Worker on behalf of Mr. Vineet HADA (51687991)**

Dear Sir or Madam:

We write in support of the above referenced petition. Please find the following enclosures:

1. Form G-28, Notice of Appearance as Attorney, in duplicate;
2. Form I-129, Petition for Nonimmigrant Worker with H Supplement, in duplicate;
3. H-1B Data Collection Supplement Form, in duplicate;
4. Form ETA-9035, Certified Labor Condition Application (LCA), in duplicate;
5. Supporting Letter from HCL America, Inc. in duplicate;
6. Copies of Beneficiary's Supporting Documents, in duplicate;
7. Company Information; and
8. Filing fees in the amounts of \$1,500, \$500 and \$460.

\*\*\*PLEASE NOTE THAT WE HAVE INCLUDED THE ANTI-FRAUD FILING FEE FOR \$500. IF THIS FEE IS NOT NEEDED PLEASE RETURN. \*\*\*

Should you require any additional information or documentation, please contact this office directly.

Thank you for your kind attention and consideration in this matter.

Very truly yours,

Catherine Van Auken/ Curtis Sullivan/ Anthony Arena/ Laura Black/ Katie Silvia/ Jennifer Schaaf  
Associate

CVA/CS/AA/LB/KS/JS  
enc.

Bangalore\* • Beijing\* • Boston • Brisbane\* • Brussels • Canberra\* • Chicago • Coral Gables • Dallas • Dubai\* • Frankfurt • Hong Kong\* • Irvine  
Johannesburg\* • Kochi\* • London • Los Angeles • Matawan • Melbourne\* • New York • Paris\*\* • Perth\* • Philadelphia • Phoenix • San Diego  
San Francisco • San Jose, Costa Rica\* • Santa Clara • Shanghai\* • Singapore\* • Sydney\* • Toronto\* • Troy • Washington, DC • Wellington\*

\*Affiliated through Fragomen Global Immigration Services, LLC    \*\*Correspondent Office



**Notice of Entry of Appearance  
as Attorney or Accredited Representative**  
**Department of Homeland Security**

DHS  
Form G-28  
OMB No. 1615-0105  
Expires 05/31/2021

**Part 1. Information About Attorney or  
Accredited Representative**

1. USCIS Online Account Number (if any)

►

**Name of Attorney or Accredited Representative**

- 2.a. Family Name (Last Name)  Van Aken/Sullivan/Arena/Black/Silvia/Schaaf
- 2.b. Given Name (First Name)  Catherine/Curtis/Anthony/ Laura/Katia/Jennifer
- 2.c. Middle Name

**Address of Attorney or Accredited Representative**

- 3.a. Street Number and Name  100 HIGH STREET
- 3.b.  Apt.  Ste.  Flr.  3
- 3.c. City or Town  BOSTON
- 3.d. State  MA 3.e. ZIP Code  02110
- 3.f. Province
- 3.g. Postal Code
- 3.h. Country  UNITED STATES OF AMERICA

**Contact Information of Attorney or Accredited Representative**

4. Daytime Telephone Number  617-574-0400
5. Mobile Telephone Number (if any)
6. Email Address (if any)  hcl.us@fragomen.com
7. Fax Number (if any)  617-226-4561

**Part 2. Eligibility Information for Attorney or  
Accredited Representative**

Select all applicable items.

- 1.a.  I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in Part 6. Additional Information.

Licensing Authority

Massachusetts

- 1.b. Bar Number (if applicable)

685343/689077/633583/697703/699382/690637

- 1.c. I (select only one box)  am not  am subject to any order suspending, enjoining, restraining, disbarring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in Part 6. Additional Information to provide an explanation.

- 1.d. Name of Law Firm or Organization (if applicable)

FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLP

- 2.a.  I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

- 2.b. Name of Recognized Organization

- 2.c. Date of Accreditation (mm/dd/yyyy)

3.  I am associated with

,

the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

- 4.a.  I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

- 4.b. Name of Law Student or Law Graduate

### Part 3. Notice of Appearance as Attorney or Accredited Representative

If you need extra space to complete this section, use the space provided in Part 6. Additional Information.

This appearance relates to immigration matters before (select only one box):

- 1.a.  U.S. Citizenship and Immigration Services (USCIS)
- 1.b. List the form numbers or specific matter in which appearance is entered.

I-129

- 2.a.  U.S. Immigration and Customs Enforcement (ICE)
- 2.b. List the specific matter in which appearance is entered.

- 3.a.  U.S. Customs and Border Protection (CBP)

- 3.b. List the specific matter in which appearance is entered.

4. Receipt Number (if any)

► [Redacted]

5. I enter my appearance as an attorney or accredited representative at the request of the (select only one box):  
 Applicant     Petitioner     Requestor  
 Beneficiary/Derivative     Respondent (ICE, CBP)

### Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)

- 6.a. Family Name (Last Name) **Hen Sabharwal**

- 6.b. Given Name (First Name) **Jack Nitin**

- 6.c. Middle Name

- 7.a. Name of Entity (if applicable)

**HCL AMERICA, INC.**

- 7.b. Title of Authorized Signatory for Entity (if applicable)

**Sr. Executive - ISG/Functional Consultant - ISG**

8. Client's USCIS Online Account Number (if any)

► [Redacted]

9. Client's Alien Registration Number (A-Number) (if any)

► A- [Redacted]

### Client's Contact Information

10. Daytime Telephone Number

**(408) 733-0480/(201) 208-7749**

11. Mobile Telephone Number (if any)

[Redacted]

12. Email Address (if any)

**JHeh@hcl.com/Mitin.Sabharwal@hcl.com**

### Mailing Address of Client

NOTE: Provide the client's mailing address. Do not provide the business mailing address of the attorney or accredited representative unless it serves as the safe mailing address on the application or petition being filed with this Form G-28.

- 13.a. Street Number and Name **330 Potrero Avenue**

- 13.b.  Apt.     Ste.     Flr.

[Redacted]

- 13.c. City or Town **Sunnyvale**

- 13.d. State **CA**

- 13.e. ZIP Code **94085**

- 13.f. Province

[Redacted]

- 13.g. Postal Code

[Redacted]

- 13.h. Country

**UNITED STATES OF AMERICA**

### Part 4. Client's Consent to Representation and Signature

#### Consent to Representation and Release of Information

I have requested the representation of and consented to being represented by the attorney or accredited representative named in Part 1. of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.

#### **Part 4. Client's Consent to Representation and Signature (continued)**

##### ***Options Regarding Receipt of USCIS Notices and Documents***

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select all applicable items below. You may change these elections through written notice to USCIS.

- 1.a.  I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.
- 1.b.  I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).

NOTE: If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select Item Number 1.c.
- 1.c.  I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

##### ***Signature of Client or Authorized Signatory for an Entity***

- 2.a. Signature of Client or Authorized Signatory for an Entity



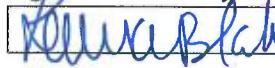


- 2.b. Date of Signature (mm/dd/yyyy) 

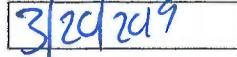
#### **Part 5. Signature of Attorney or Accredited Representative**

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

- 1.a. Signature of Attorney or Accredited Representative



- 1.b. Date of Signature (mm/dd/yyyy)



- 2.a. Signature of Law Student or Law Graduate



- 2.b. Date of Signature (mm/dd/yyyy)



**Part 6. Additional Information**

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name  
(Last Name)

1.b. Given Name  
(First Name)

1.c. Middle Name

2.a. Page Number  2.b. Part Number  2.c. Item Number

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# Petition for a Nonimmigrant Worker

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-129  
OMB No. 1615-0009  
Expires 12/31/2018

For USCIS Use Only	Receipt	Partial Approval (explain)	Action Block
Class: _____ No. of Workers: _____ Job Code: _____ Validity Dates: _____ From: _____ To: _____	<input type="checkbox"/> Classification Approved <input type="checkbox"/> Consulate/POE/PFI Notified At: _____ <input type="checkbox"/> Extension Granted <input type="checkbox"/> COS/Extension Granted		

► START HERE - Type or print in black ink.

## Part 1. Petitioner Information

If you are an individual filing this petition, complete Item Number 1. If you are a company or an organization filing this petition, complete Item Number 2.

### 1. Legal Name of Individual Petitioner

Family Name (Last Name)

Given Name (First Name)

Middle Name

### 2. Company or Organization Name

HCL AMERICA, INC.

### 3. Mailing Address of Individual, Company or Organization

In Care Of Name

Jack Heh / Nitin Sabharwal / Sr. Executive - ISG / Functional Consultant - ISG

Street Number and Name

330 Potrero Avenue

Apt. Ste. Flr. Number

City or Town

Sunnyvale

State

CA

ZIP Code

94085

Province

Postal Code

Country

UNITED STATES OF AMERICA

### 4. Contact Information

Daytime Telephone Number

(408) 733-0480

Mobile Telephone Number

Email Address (if any)

jheh@hcl.com/Nitin.Sabharwal@hcl.com

### 5. Other Information

Federal Employer Identification Number (FEIN)

► 77-0205035

Individual IRS Tax Number

►

U.S. Social Security Number (if any)

►

**Part 2. Information About This Petition (See instructions for fee information)**

1. Requested Nonimmigrant Classification (Write classification symbol): H-1B
2. Basis for Classification (select only one box):
- a. New employment.
- b. Continuation of previously approved employment without change with the same employer.
- c. Change in previously approved employment.
- d. New concurrent employment.
- e. Change of employer.
- f. Amended petition.
3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "None." ► W A C 1 6 1 4 4 5 1 4 4 8
4. Requested Action (select only one box):
- a. Notify the office in Part 4. so each beneficiary can obtain a visa or be admitted. (NOTE: A petition is not required for E-1, E-2, E-3, H-1B1 Chile/Singapore, or TN visa beneficiaries.)
- b. Change the status and extend the stay of each beneficiary because the beneficiary(ies) is/are now in the United States in another status (see instructions for limitations). This is available only when you check "New Employment" in Item Number 2., above.
- c. Extend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
- d. Amend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
- e. Extend the status of a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
- f. Change status to a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
5. Total number of workers included in this petition. (See instructions relating to when more than one worker can be included.) ► ONE (01)

**Part 3. Beneficiary Information** (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.)

1. If an Entertainment Group, Provide the Group Name

--	--	--

2. Provide Name of Beneficiary

Family Name (Last Name)	Given Name (First Name)	Middle Name
HADA	VINEET	

3. Provide all other names the beneficiary has used. Include nicknames, aliases, maiden name, and names from all previous marriages.

Family Name (Last Name)	Given Name (First Name)	Middle Name

4. Other Information

Date of birth 07/28/1978 Gender  Male  Female U.S. Social Security Number (if any) ► [redacted]

**Part 3. Beneficiary Information** (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.) (continued)

Alien Registration Number (A-Number) Country of Birth

► A-   INDIA

Province of Birth

Country of Citizenship or Nationality

INDIA

**5. If the beneficiary is in the United States, complete the following:**

Date of Last Arrival (mm/dd/yyyy) I-94 Arrival-Departure Record Number

N/A ► N / A

Passport or Travel Document Number

N/A

Date Passport or Travel Document Issued (mm/dd/yyyy)

Date Passport or Travel Document Expires (mm/dd/yyyy)

Passport or Travel Document Country of Issuance

N/A

N/A

N/A

Current Nonimmigrant Status

Date Status Expires or D/S

NOT IN US

(mm/dd/yyyy) N/A

Student and Exchange Visitor Information System (SEVIS) Number (if any)

Employment Authorization Document (EAD) Number (if any)

N/A

N/A

**6. Current Residential U.S. Address (if applicable) (do not list a P.O. Box)**

Street Number and Name

Apt. Ste. Flr. Number

NOT IN US

N/A

City or Town

State ZIP Code

N/A

N/A N/A

**Part 4. Processing Information**

1. If a beneficiary or beneficiaries named in Part 3. is/are outside the United States, or a requested extension of stay or change of status cannot be granted, state the U.S. Consulate or inspection facility you want notified if this petition is approved.

a. Type of Office (select only one box):  Consulate  Pre-flight inspection  Port of Entry

b. Office Address (City)

c. U.S. State or Foreign Country

NEW DELHI

INDIA

d. Beneficiary's Foreign Address

Street Number and Name

Apt. Ste. Flr. Number

AG-54, SHALIMAR BAGH

City or Town

State

NEW DELHI

DELHI

Province

Postal Code

Country

110088

INDIA

2. Does each person in this petition have a valid passport?  Yes  No. If no, go to Part 9. and type or print your explanation.

#### Part 4. Processing Information (continued)

3. Are you filing any other petitions with this one?  
 Yes. If yes, how many? ►    No
4. Are you filing any applications for replacement/initial I-94, Arrival-Departure Records with this petition? Note that if the beneficiary was issued an electronic Form I-94 by CBP when he/she was admitted to the United States at an air or sea port, he/she may be able to obtain the Form I-94 from the CBP Website at [www.cbp.gov/i94](http://www.cbp.gov/i94) instead of filing an application for a replacement/initial I-94.  
 Yes. If yes, how many? ►    No
5. Are you filing any applications for dependents with this petition?  
 Yes. If yes, how many? ►    No
6. Is any beneficiary in this petition in removal proceedings?  
 Yes. If yes, proceed to Part 9. and list the beneficiary's(ies) name(s).  No
7. Have you ever filed an immigrant petition for any beneficiary in this petition?  
 Yes. If yes, how many? ►    No
8. Did you indicate you were filing a new petition in Part 2.?  Yes. If yes, answer the questions below.  No. If no, proceed to Item Number 9.
- a. Has any beneficiary in this petition ever been given the classification you are now requesting within the last seven years?  
 Yes. If yes, proceed to Part 9. and type or print your explanation.  No
- b. Has any beneficiary in this petition ever been denied the classification you are now requesting within the last seven years?  
 Yes. If yes, proceed to Part 9. and type or print your explanation.  No
9. Have you ever previously filed a nonimmigrant petition for this beneficiary?  
 Yes. If yes, proceed to Part 9. and type or print your explanation.  No
10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least one year?  
 Yes. If yes, proceed to Part 9. and type or print your explanation.  No
- 11.a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?  
 Yes. If yes, proceed to Item Number 11.b.  No
- 11.b. If you checked yes in Item Number 11.a., provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor (J-1) Status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.  
N/A

#### Part 5. Basic Information About the Proposed Employment and Employer

Attach the Form I-129 supplement relevant to the classification of the worker(s) you are requesting.

1. Job Title  
System Architect
2. LCA or ETA Case Number  
I-200-19058-774004

## Part 5. Basic Information About the Proposed Employment and Employer (continued)

3. Address where the beneficiary(ies) will work if different from address in Part 1.

Street Number and Name

Intel Corporation, 5000 West Chandler Boulevard (See Addendum)

Apt. Ste. Flr. Number

City or Town

Chandler

State

AZ

ZIP Code

85226

4. Did you include an itinerary with the petition?  Yes  No
5. Will the beneficiary(ies) work for you off-site at another company or organization's location?  Yes  No
6. Will the beneficiary(ies) work exclusively in the Commonwealth of the Northern Mariana Islands (CNMI)?  Yes  No
7. Is this a full-time position?  Yes  No
8. If the answer to Item Number 7. is no, how many hours per week for the position? ►
9. Wages: \$  85,956 per (Specify hour, week, month, or year) ►  YEAR

### 10. Other Compensation (Explain)

STANDARD COMPANY BENEFITS

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11. Dates of intended employment From: (mm/dd/yyyy)  03/22/2019 To: (mm/dd/yyyy)  03/04/2022

### 12. Type of Business

IT and Engineering Services

### 13. Year Established

1988

14. Current Number of Employees in the United States      15. Gross Annual Income      16. Net Annual Income

12,858

\$157 Million

\$118 Million

## Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(This section of the form is required only for H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions. It is not required for any other classifications. Please review the Form I-129 General Filing Instructions before completing this section.)

Select Item Number 1. or Item Number 2. as appropriate. DO NOT select both boxes.

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

1.  A license is not required from either the U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or
2.  A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

## Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.)

Copies of any documents submitted are exact photocopies of unaltered, original documents, and I understand that, as the petitioner, I may be required to submit original documents to U.S. Citizenship and Immigration Services (USCIS) at a later date.

I authorize the release of any information from my records, or from the petitioning organization's records that USCIS needs to determine eligibility for the immigration benefit sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that any supporting evidence submitted in support of this petition may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

I certify, under penalty of perjury, that I have reviewed this petition and that all of the information contained in the petition, including all responses to specific questions, and in the supporting documents, is complete, true, and correct.

### 1. Name and Title of Authorized Signatory

Family Name (Last Name)

Heh/Sabharwal

Given Name (First Name)

Jack/Nitin

Title

Sr Executive - ISG / Functional Consultant - ISG

### 2. Signature and Date

Signature of Authorized Signatory



Date of Signature

(mm/dd/yyyy)

3/15/19

### 3. Signatory's Contact Information

Daytime Telephone Number

(408) 733-0480

Email Address (if any)

JHeh@hcl.com/Nitin.Sabharwal@hcl.com

NOTE: If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

## Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner

Provide the following information concerning the preparer:

### 1. Name of Preparer

Family Name (Last Name)

Van Auken/Sullivan/Arena/Black/Silvia/Schaaf

Given Name (First Name)

Catherine/Curtis/Anthony/Laura/Katie/Jennifer

### 2. Preparer's Business or Organization Name (if any)

(If applicable, provide the name of your accredited organization recognized by the Board of Immigration Appeals (BIA).)

FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLP

**Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner (continued)**

**3. Preparer's Mailing Address**

Street Number and Name

100 HIGH STREET

Apt. Ste. Flr. Number

3

City or Town

BOSTON

State

MA

ZIP Code

02110

Province

Postal Code

Country

UNITED STATES OF AMERICA

**4. Preparer's Contact Information**

Daytime Telephone Number

617-574-0400

Fax Number

617-226-4561

Email Address (if any)

hcl.us@fragomen.com

***Preparer's Declaration***

By my signature, I certify, swear, or affirm, under penalty of perjury, that I prepared this petition on behalf of, at the request of, and with the express consent of the petitioner or authorized signatory. The petitioner has reviewed this completed petition as prepared by me and informed me that all of the information in the form and in the supporting documents, is complete, true, and correct.

**5. Signature and Date**

Signature of Preparer



Date of Signature

(mm/dd/yyyy)

3/20/2019

## Part 9. Additional Information About Your Petition For Nonimmigrant Worker

If you require more space to provide any additional information within this petition, use the space below. If you require more space than what is provided to complete this petition, you may make a copy of Part 9. to complete and file with this petition. In order to assist us in reviewing your response, you must identify the **Page Number**, **Part Number** and **Item Number** corresponding to the additional information.

1. A-Number ► A-

2. **Page Number**  **Part Number**  **Item Number**

Mr. Vineet HADA is the beneficiary of an approved H-1B petition sponsored by Tech Mahindra Americas Inc., valid from

10/01/2016 to 08/09/2019 (WAC-16-144-51448).

3. **Page Number**  **Part Number**  **Item Number**

The beneficiary will also be working at :

Intel Corporation, 2111 Northeast 25th Avenue, Hillsboro, OR 97124

4. **Page Number**  **Part Number**  **Item Number**

**Addendum**

Petitioner: HCL AMERICA, INC.

Beneficiary: Vineet HADA

The Beneficiary will be a regular full-time employee of the Petitioner, holding a normal position within our internal organization, and will be supervised and controlled by an HCL America Inc. manager. The Beneficiary will perform services at the worksite location of the Petitioner's client (see attached client engagement documentation). At all times during the Beneficiary's employment, the Petitioner will have the right of control over the Beneficiary's work and work product. The Beneficiary's job performance will be supervised and reviewed by a HCL America Inc. manager and the salary and benefits will be paid by the Petitioner.

Pursuant to 8 U.S.C. sect. 1184(g)(7), the beneficiary is not subject to the numerical limitation of the annual H-1B cap. This section states, "[a]ny alien who has already been counted . . . toward the numerical limitations of paragraph (1)(A) [which statutorily sets the annual H-1B cap] shall not again be counted toward those limitations unless the alien would be eligible for a full six years of authorized admission at the time the petition is filed." Section 1184(g)(7) goes on to specifically address situations in which one alien is the beneficiary of multiple approved petitions. This language states, "[w]here multiple petitions are approved for 1 alien, that alien shall be counted only once." As this language suggests, having already been counted against the cap, aliens who are the beneficiaries of more than one approved H-1B petition are not subject to the numerical limitation of the annual H-1B cap, notwithstanding their six full years of eligibility. As such, the beneficiary here may be approved for H-1B employment by the petitioner, HCL America Inc.

# **ITINERARY**

Beneficiary: Vineet HADA

Dates of Service: March 22, 2019 to March 04, 2022

Employer: HCL America, Inc., 330 Potrero Avenue, Sunnyvale, CA 94085

Company Worksite:

- Intel Corporation, 5000 West Chandler Boulevard, Chandler, AZ 85226
- Intel Corporation, 2111 Northeast 25th Avenue, Hillsboro, OR 97124



## H Classification Supplement to Form I-129

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-129  
OMB No. 1615-0009  
Expires 12/31/2018

1. Name of the Petitioner

HCL AMERICA, INC.

Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

2.a. Name of the Beneficiary

Vineet HADA

OR

2.b. Provide the total number of beneficiaries

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last six years (beneficiaries requesting H-2A or H-2B classification need only list the last three years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. (If more space is needed, attach an additional sheet.)

Subject's Name	Period of Stay (mm/dd/yyyy)	
	From	To
N/A	N/A	N/A

4. Classification sought (select only one box):

- a. H-1B Specialty Occupation
- b. H-1B1 Chile and Singapore
- c. H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD)
- d. H-1B3 Fashion model of distinguished merit and ability
- e. H-2A Agricultural worker
- f. H-2B Non-agricultural worker
- g. H-3 Trainee
- h. H-3 Special education exchange visitor program

5. Are you filing this petition on behalf of a beneficiary subject to the Guam-CNMI cap exemption under Public Law 110-229?

Yes       No

6. Are you requesting a change of employer and was the beneficiary previously subject to the Guam-CNMI cap exemption under Public Law 110-229?

Yes       No

7.a. Does any beneficiary in this petition have ownership interest in the petitioning organization?

Yes. If yes, please explain in Item Number 7.b.       No

7.b. Explanation

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**Section 1. Complete This Section If Filing for H-1B Classification**

1. Describe the proposed duties.

Please see the attached support letter.

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2. Describe the beneficiary's present occupation and summary of prior work experience.

Please see the attached resume.

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**Statement for H-1B Specialty Occupations and H-1B1 Chile and Singapore**

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location, I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner  Name of Petitioner Jack Heh / Nitin Sabharwal / Sr. Executive - ISG / Functional Consultant - ISG Date (mm/dd/yyyy) 3/15/19

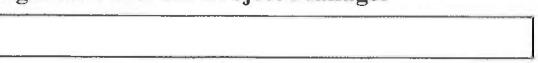
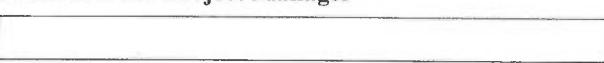
**Statement for H-1B Specialty Occupations and U.S. Department of Defense (DOD) Projects**

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer  Name of Authorized Official of Employer Jack Heh / Nitin Sabharwal / Sr. Executive - ISG / Functional Consultant - ISG Date (mm/dd/yyyy) 8/15/19

**Statement for H-1B U.S. Department of Defense Projects Only**

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager  Name of DOD Project Manager  Date (mm/dd/yyyy)  

**Section 2. Complete This Section If Filing for H-2A or H-2B Classification**

1. Employment is: (select only one box)

a. Seasonal       b. Peak load       c. Intermittent       d. One-time occurrence

2. Temporary need is: (select only one box)

a. Unpredictable       b. Periodic       c. Recurrent annually



## H-1B and H-1B1 Data Collection and Filing Fee Exemption Supplement

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-129  
OMB No. 1615-0009  
Expires 12/31/2018

1. Name of the Petitioner

HCL AMERICA, INC.

2. Name of the Beneficiary

Vineet HADA

### Section 1. General Information

1. Employer Information - (select all items that apply)

- a. Is the petitioner an H-1B dependent employer?  Yes  No
- b. Has the petitioner ever been found to be a willful violator?  Yes  No
- c. Is the beneficiary an H-1B nonimmigrant exempt from the Department of Labor attestation requirements?  Yes  No
- c.1. If yes, is it because the beneficiary's annual rate of pay is equal to at least \$60,000?  Yes  No
- c.2. Or is it because the beneficiary has a master's degree or higher degree in a specialty related to the employment?  Yes  No
- d. Does the petitioner employ 50 or more individuals in the United States?  Yes  No
- d.1. If yes, are more than 50 percent of those employees in H-1B, L-1A, or L-1B nonimmigrant status?  Yes  No

2. Beneficiary's Highest Level of Education (select only one box)

- a. NO DIPLOMA  f. Bachelor's degree (for example: BA, AB, BS)
- b. HIGH SCHOOL GRADUATE DIPLOMA or the equivalent (for example: GED)  g. Master's degree (for example: MA, MS, MEng, MEd, MSW, MBA)
- c. Some college credit, but less than 1 year  h. Professional degree (for example: MD, DDS, DVM, LLB, JD)
- d. One or more years of college, no degree  i. Doctorate degree (for example: PhD, EdD)
- e. Associate's degree (for example: AA, AS)

3. Major/Primary Field of Study

Computer Information Systems

4. Rate of Pay Per Year

\$85,956

5. DOT Code

0	3	0
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6. NAICS Code

5	4	1	5	1	1
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### Section 2. Fee Exemption and/or Determination

In order for USCIS to determine if you must pay the additional \$1,500 or \$750 American Competitiveness and Workforce Improvement Act (ACWIA) fee, answer all of the following questions:

1. Are you an institution of higher education as defined in section 101(a) of the Higher Education Act of 1965, 20 U.S.C. 1001(a)?  Yes  No
2. Are you a nonprofit organization or entity related to or affiliated with an institution of higher education, as defined in 8 CFR 214.2(h)(19)(iii)(B)?  Yes  No

## Section 2. Fee Exemption and/or Determination (continued)

3. Are you a nonprofit research organization or a governmental research organization, as defined in 8 CFR 214.2(h)(19)(iii)(C)?  Yes  No
4. Is this the second or subsequent request for an extension of stay that this petitioner has filed for this alien?  Yes  No
5. Is this an amended petition that does not contain any request for extensions of stay?  Yes  No
6. Are you filing this petition to correct a USCIS error?  Yes  No
7. Is the petitioner a primary or secondary education institution?  Yes  No
8. Is the petitioner a nonprofit entity that engages in an established curriculum-related clinical training of students registered at such an institution?  Yes  No

If you answered yes to any of the questions above, you are not required to submit the ACWIA fee for your H-1B Form I-129 petition. If you answered no to all questions, answer Item Number 9. below.

9. Do you currently employ a total of 25 or fewer full-time equivalent employees in the United States, including all affiliates or subsidiaries of this company/organization?  Yes  No

If you answered yes, to Item Number 9. above, you are required to pay an additional ACWIA fee of \$750. If you answered no, then you are required to pay an additional ACWIA fee of \$1,500.

**NOTE:** A petitioner seeking initial approval of H-1B nonimmigrant status for a beneficiary, or seeking approval to employ an H-1B nonimmigrant currently working for another employer, must submit an additional \$500 Fraud Prevention and Detection fee. For petitions filed on or after December 18, 2015, an additional fee of \$4,000 must be submitted if you responded yes to Item Numbers 1.d. and 1.d.1. of Section 1. of this supplement. This \$4,000 fee was mandated by the provisions of Public Law 114-113.

The Fraud Prevention and Detection Fee and Public Law 114-113 fee do not apply to H-1B1 petitions. These fees, when applicable, may not be waived. You must include payment of the fees when you submit this form. Failure to submit the fees when required will result in rejection or denial of your submission. Each of these fees should be paid by separate checks or money orders.

## Section 3. Numerical Limitation Information

1. Specify the type of H-1B petition you are filing. (select only one box):
- a. CAP H-1B Bachelor's Degree       c. CAP H-1B1 Chile/Singapore  
 b. CAP H-1B U.S. Master's Degree or Higher       d. CAP Exempt
2. If you answered Item Number 1.b. "CAP H-1B U.S. Master's Degree or Higher," provide the following information regarding the master's or higher degree the beneficiary has earned from a U.S. institution as defined in 20 U.S.C. 1001(a):

- a. Name of the United States Institution of Higher Education

- b. Date Degree Awarded      c. Type of United States Degree

- d. Address of the United States institution of higher education

Street Number and Name	Apt.	Ste.	Flr.	Number
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

City or Town

State

ZIP Code

### Section 3. Numerical Limitation Information (continued)

3. If you answered Item Number 1.d. "CAP Exempt," you must specify the reason(s) this petition is exempt from the numerical limitation for H-1B classification:
- a. The petitioner is an institution of higher education as defined in section 101(a) of the Higher Education Act, of 1965, 20 U.S.C. 1001(a).
  - b. The petitioner is a nonprofit entity related to or affiliated with an institution of higher education as defined in 8 CFR 214.2(h)(8)(ii)(F)(2).
  - c. The petitioner is a nonprofit research organization or a governmental research organization as defined in 8 CFR 214.2(h)(8)(ii)(F)(3).
  - d. The beneficiary will be employed at a qualifying cap exempt institution, organization or entity pursuant to 8 CFR 214.2(h)(8)(ii)(F)(4).
  - e. The petitioner is requesting an amendment to or extension of stay for the beneficiary's current H-1B classification.
  - f. The beneficiary of this petition is a J-1 nonimmigrant physician who has received a waiver based on section 214(l) of the Act.
  - g. The beneficiary of this petition has been counted against the cap and (1) is applying for the remaining portion of the 6 year period of admission, or (2) is seeking an extension beyond the 6-year limitation based upon sections 104(c) or 106(a) of the American Competitiveness in the Twenty-First Century Act (AC21).
  - h. The petitioner is an employer subject to the Guam-CNMI cap exemption pursuant to Public Law 110-229.

### Section 4. Off-Site Assignment of H-1B Beneficiaries

1. The beneficiary of this petition will be assigned to work at an off-site location for all or part of the period for which H-1B classification sought.  Yes  No  
If no, do not complete Item Numbers 2. and 3.
2. Placement of the beneficiary off-site during the period of employment will comply with the statutory and regulatory requirements of the H-1B nonimmigrant classification.  Yes  No
3. The beneficiary will be paid the higher of the prevailing or actual wage at any and all off-site locations.  Yes  No

Labor Condition Application for Nonimmigrant Workers  
Form ETA- 9035 & 9035E  
U.S. Department of Labor



Please read and review the filing instructions carefully before completing the Form ETA- 9035 or 9035E. A copy of the instructions can be found at <http://www.foreignlaborcert.dol.gov/>. In accordance with Federal Regulations at 20 CFR 655.730(b), incomplete or obviously inaccurate Labor Condition Applications (LCAs) will not be certified by the Department of Labor (DOL). For all submissions, both electronic (Form ETA- 9035E) or paper (Form ETA- Form 9035 where the employer has notified DOL that it will submit this form non-electronically due to a disability or received permission from DOL to file non-electronically due to lack of Internet access), ALL required fields/items containing an asterisk (\*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.

**A. Employment-Based Nonimmigrant Visa Information**

1. Indicate the type of visa classification supported by this application (Write classification symbol): *	H-1B
--	------

**B. Temporary Need Information**

1. Job Title * <b>SYSTEM ARCHITECT - III</b>	3. SOC (ONET/OES) occupation title * COMPUTER OCCUPATIONS, ALL OTHER
2. SOC (ONET/OES) code * 15-1199	4. Is this a full-time position? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Period of Intended Employment	
5. Begin Date * (mm/dd/yyyy) 03/05/2019	6. End Date * (mm/dd/yyyy) 03/04/2022

7. Worker positions needed/basis for the visa classification supported by this application

1	Total Worker Positions Being Requested for Certification *				
Basis for the visa classification supported by this application (indicate total workers in each applicable category)					
1	a. New employment *	0	d. New concurrent employment *		
0	b. Continuation of previously approved employment without change with the same employer*	0	e. Change in employer *		
0	c. Change in previously approved employment *	0	f. Amended petition *		

**C. Employer Information**

1. Legal business name * HCL AMERICA, INC.	2. Trade name/Doing Business As (DBA), if applicable N/A	
3. Address 1 * 330 POTRERO AVENUE	4. Address 2 N/A	
5. City * SUNNYVALE	6. State * CA	7. Postal code * 94085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 4087330480	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770205035	13. NAICS code (must be at least 4-digits) * 541511	



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**D. Employer Point of Contact Information**

**Important Note:** The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer.

1. Contact's last (family) name *	2. First (given) name *	3. Middle name(s)
SABHARWAL	NITIN	N/A
4. Contact's job title *		
FUNCTIONAL CONSULTANT		
5. Address 1 *		
330 POTRERO AVENUE		
6. Address 2		
N/A		
7. City *	8. State *	9. Postal code *
SUNNYVALE	CA	94085
10. Country *	11. Province	
UNITED STATES OF AMERICA	N/A	
12. Telephone number *	13. Extension	14. E-Mail address
2019369146	N/A	NITIN.SABHARWAL@HCL.COM

**E. Attorney or Agent Information (If applicable)**

**Important Note:** The employer authorizes the attorney or agent identified in this section to act on its behalf in connection with the filing of this application.

1. Is the employer represented by an attorney or agent in the filing of this application? * If "Yes," complete the remainder of Section E below.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s)
ANNICELLI	SAPNA	N/A
5. Address 1 § 100 HIGH STREET		
6. Address 2 3RD FLOOR		
7. City § BOSTON	8. State § MA	9. Postal code § 02110
10. Country § UNITED STATES OF AMERICA	11. Province	
N/A		
12. Telephone number § 6175740400	13. Extension N/A	14. E-Mail address HCL.US@FRAGOMEN.COM
15. Law firm/Business name § FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLP	16. Law firm/Business FEIN § 132726464	
17. State Bar number (only if attorney) § MA680971	18. State of highest court where attorney is in good standing (only if attorney) § MA	
19. Name of the highest State court where attorney is in good standing (only if attorney) § SUPREME JUDICIAL COURT		

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**F. Employment and Wage Information**

**Important Note:** The employer must define the intended place(s) of employment with as much geographic specificity as possible. Each intended place(s) of employment listed below must be the worksite or physical location where the work will actually be performed and cannot be a P.O. Box. The employer must identify all intended places of employment, including those of short duration, on the LCA. 20 CFR 655.730(c)(5). If the employer is submitting this form non-electronically and the work is expected to be performed in more than one location, an attachment must be submitted in order to complete this section. An employer has the option to use either a single Form ETA-9035/9035E or multiple forms to disclose all intended places of employment. If the employer has more than ten (10) intended places of employment at the time of filing this application, the employer must file as many additional LCAs as are necessary to list all intended places of employment. See the form instructions for further information about identifying all intended places of employment.

**a. Place of Employment Information 1**

1. Enter the estimated number of workers that will perform work at this place of employment under the LCA.*	1
2. Indicate whether the worker(s) subject to this LCA will be placed with a secondary entity at this place of employment.*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. If "Yes" to question 2, provide the legal business name of the secondary entity. § Intel Corporation	
4. Address 1 * 5000 WEST CHANDLER BOULEVARD	
5. Address 2 N/A	
6. City * CHANDLER	7. County * MARICOPA
8. State/District/Territory * AZ	9. Postal code * 85226
10. Wage Rate Paid to Nonimmigrant Workers * From*: \$ 85956.00 To: \$ 85956.00	10a. Per: (Choose only one)* <input type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input checked="" type="checkbox"/> Year
11. Prevailing Wage Rate * \$ 83720.00	11a. Per: (Choose only one)* <input type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input checked="" type="checkbox"/> Year

**Questions 12-14. Identify the source used for the prevailing wage (PW) (check and fully complete only one): \***

12. <input type="checkbox"/>	A Prevailing Wage Determination (PWD) issued by the Department of Labor	a. PWD tracking number § N/A
13. <input checked="" type="checkbox"/>	A PW obtained independently from the Occupational Employment Statistics (OES) Program	b. Source Year § 2018
	a. Wage Level (check one): § <input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> N/A	
14. <input type="checkbox"/>	A PW obtained using another legitimate source (other than OES) or an independent authoritative source	b. Source Year § N/A
	a. Source Type (check one): § <input type="checkbox"/> CBA <input type="checkbox"/> DBA <input type="checkbox"/> SCA <input type="checkbox"/> Other/ PW Survey	
	c. If responded "Other/ PW Survey" in question 14.a, enter the name of the survey producer or publisher § N/A	
	d. If responded "Other/ PW Survey" in question 14.a, enter the title or name of the PW survey § N/A	

Labor Condition Application for Nonimmigrant Workers  
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#### G. Employer Labor Condition Statements

**! Important Note:** In order for your application to be processed, you MUST read Section G of the Form ETA-9035CP - General Instructions for the 9035 & 9035E under the heading "Employer Labor Condition Statements" and agree to all four (4) labor condition statements summarized below:

- (1) **Wages:** The employer shall pay nonimmigrant workers at least the prevailing wage or the employer's actual wage, whichever is higher, and pay for non-productive time. The employer shall offer nonimmigrant workers benefits and eligibility for benefits provided as compensation for services on the same basis as the employer offers to U.S. workers. The employer shall not make deductions to recoup a business expense(s) of the employer including attorney fees and other costs connected to the performance of H-1B, H-1B1, or E-3 program functions which are required to be performed by the employer. This includes expenses related to the preparation and filing of this LCA and related visa petition information. 20 CFR 655.731;
- (2) **Working Conditions:** The employer shall provide working conditions for nonimmigrants which will not adversely affect the working conditions of workers similarly employed. The employer's obligation regarding working conditions shall extend for the duration of the validity period of the certified LCA or the period during which the worker(s) working pursuant to this LCA is employed by the employer, whichever is longer. 20 CFR 655.732;
- (3) **Strike, Lockout, or Work Stoppage:** At the time of filing this LCA, the employer is not involved in a strike, lockout, or work stoppage in the course of a labor dispute in the occupational classification in the area(s) of intended employment. The employer will notify the Department of Labor within 3 days of the occurrence of a strike or lockout in the occupation, and in that event the LCA will not be used to support a petition filing with the U.S. Citizenship and Immigration Services (USCIS) until the DOL Employment and Training Administration (ETA) determines that the strike or lockout has ended. 20 CFR 655.733; and
- (4) **Notice:** Notice of the LCA filing was provided no more than 30 days before the filing of this LCA or will be provided on the day this LCA is filed to the bargaining representative in the occupation and area of intended employment, or if there is no bargaining representative, to workers in the occupation at the place(s) of employment either by electronic or physical posting. This notice was or will be posted for a total period of 10 days, except that if employees are provided individual direct notice by e-mail, notification need only be given once. A copy of the notice documentation will be maintained in the employer's public access file. A copy of this LCA will be provided to each nonimmigrant worker employed pursuant to the LCA. The employer shall, no later than the date the worker(s) report to work at the place(s) of employment, provide a signed copy of the certified LCA to the worker(s) working pursuant to this LCA. 20 CFR 655.734.

1. I have read and agree to Labor Condition Statements 1, 2, 3, and 4 above and as fully explained in Section G of the Form ETA-9035CP – General Instructions for the 9035 & 9035E and the Department's regulations at 20 CFR 655 Subpart H. \*

Yes  No

#### H. Additional Employer Labor Condition Statements – H-1B Employers ONLY

**! Important Note:** In order for your H-1B application to be processed, you MUST read Section H – Subsection 1 of the Form ETA 9035CP – General Instructions for the 9035 & 9035E under the heading "Additional Employer Labor Condition Statements" and answer the questions below.

##### a. Subsection 1

1. At the time of filing this LCA, is the employer H-1B dependent? §	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. At the time of filing this LCA, is the employer a willful violator? §	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. If "Yes" is marked in questions H.1 and/or H.2, you must answer "Yes" or "No" regarding whether the employer will use this application <u>ONLY</u> to support H-1B petitions or extensions of status for exempt H-1B nonimmigrant workers? §	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. If "Yes" is marked in question H.3, identify the statutory basis for the exemption of the H-1B nonimmigrant workers associated with this LCA. §	<input checked="" type="checkbox"/> \$60,000 or higher annual wage <input type="checkbox"/> Master's Degree or higher in related specialty <input type="checkbox"/> Both

##### H-1B Dependent or Willful Violator Employers - Master's Degree or Higher Exemptions ONLY

5. Indicate whether a completed Appendix A is attached to this LCA covering any H-1B nonimmigrant worker for whom the statutory exemption will be based ONLY on attainment of a Master's Degree or higher in related specialty. §

Yes  No  N/A



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If you marked "Yes" to questions H.a.1 (H-1B dependent) and/or H.a.2 (H-1B willful violator) and "No" to question H.a.3 (exempt H-1B nonimmigrant workers), you MUST read Section H – Subsection 2 of the Form ETA 9035CP – General Instructions for the 9035 & 9035E under the heading "Additional Employer Labor Condition Statements" and indicate your agreement to all three (3) additional statements summarized below.

**b. Subsection 2**

- A. **Displacement:** An H-1B dependent or willful violator employer is prohibited from displacing a U.S. worker in its own workforce within the period beginning 90 days before and ending 90 days after the date of filing of the visa petition. 20 CFR 655.738(c);
- B. **Secondary Displacement:** An H-1B dependent or willful violator employer is prohibited from placing an H-1B nonimmigrant worker(s) with another/secondary employer where there are indicia of an employment relationship between the nonimmigrant worker(s) and that other/secondary employer (thus possibly affecting the jobs of U.S. workers employed by that other employer), unless and until the employer subject to this LCA makes the inquiries and/or receives the information set forth in 20 CFR 655.738(d)(5) concerning that other/secondary employer's displacement of similarly employed U.S. workers in its workforce within the period beginning 90 days before and ending 90 days after the date of such placement. 20 CFR 655.738(d). Even if the required inquiry of the secondary employer is made, the H-1B dependent or willful violator employer will be subject to a finding of a violation of the secondary displacement prohibition if the secondary employer, in fact, displaces any U.S. worker(s) during the applicable time period; and
- C. **Recruitment and Hiring:** Prior to filing this LCA or any petition or request for extension of status for nonimmigrant worker(s) supported by this LCA, the H-1B dependent or willful violator employer must take good faith steps to recruit U.S. workers for the job(s) using procedures that meet industry-wide standards and offer compensation that is at least as great as the required wage to be paid to the nonimmigrant worker(s) pursuant to 20 CFR 655.731(a). The employer must offer the job(s) to any U.S. worker who applies and is equally or better qualified for the job than the nonimmigrant worker. 20 CFR 655.739.

6. I have read and agree to Additional Employer Labor Condition Statements A, B, and C above and as fully explained in Section H – Subsections 1 and 2 of the Form ETA 9035CP – General Instructions for the 9035 & 9035E and the Department's regulations at 20 CFR 655 Subpart H. §

Yes  No

**I. Public Disclosure Information**

! **Important Note:** You must select one or both of the options listed in this Section.

- |  |  |
|--|--|
| 1. Public disclosure information in the United States will be kept at: * | <input checked="" type="checkbox"/> Employer's principal place of business<br><input type="checkbox"/> Place of employment |
|--|--|

**J. Notice of Obligations**

- A. Upon receipt of the certified LCA, the employer must take the following actions:

- o Print and sign a hard copy of the LCA if filing electronically (20 CFR 655.730(c)(3));
  - o Maintain the original signed and certified LCA in the employer's files (20 CFR 655.705(c)(2); 20 CFR 655.730(c)(3); and 20 CFR 655.760); and
  - o Make a copy of the LCA, as well as necessary supporting documentation required by the Department of Labor regulations, available for public examination in a public access file at the employer's principal place of business in the U.S. or at the place of employment within one working day after the date on which the LCA is filed with the Department of Labor (20 CFR 655.705(c)(2) and 20 CFR 655.760).

- B. The employer must develop sufficient documentation to meet its burden of proof with respect to the validity of the statements made in its LCA and the accuracy of information provided, in the event that such statement or information is challenged (20 CFR 655.705(c)(5) and 20 CFR 655.700(d)(4)(iv)).

- C. The employer must make this LCA, supporting documentation, and other records available to officials of the Department of Labor upon request during any investigation under the Immigration and Nationality Act (20 CFR 655.760 and 20 CFR Subpart I).

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge, the information contained therein is true and accurate. I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).

1. Last (family) name of hiring or designated official * SABHARWAL	2. First (given) name of hiring or designated official * NITIN	3. Middle initial § N/A
4. Hiring or designated official title * FUNCTIONAL CONSULTANT		
5. Signature *	6. Date signed * 03/07/2019	



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**K. LCA Preparer**

**Important Note:** Complete this section if the preparer of this LCA is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §  SENAN	2. First (given) name §  SINJU	3. Middle initial  N/A
4. Firm/Business name §  FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLP		
5. E-Mail address §  SSENAN@FRAGOMEN.COM		

**L. U.S. Government Agency Use (ONLY)**

By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 03/05/2019 to 03/04/2022.

*Certifying Officer*

Department of Labor, Office of Foreign Labor Certification

03/06/2019

Certification Date (date signed)

I-200-19058-774004

Case number

CERTIFIED

Case Status

*The Department of Labor is not the guarantor of the accuracy, truthfulness, or adequacy of a certified LCA.*

**M. Signature Notification and Complaints**

The signatures and dates signed on this form will not be filled out when electronically submitting to the Department of Labor for processing, but **MUST** be complete when submitting non-electronically. If the application is submitted electronically, any resulting certification **MUST** be signed *immediately upon receipt* from DOL before it can be submitted to USCIS for final processing.

Complaints alleging misrepresentation of material facts in the LCA and/or failure to comply with the terms of the LCA may be filed using the WH-4 Form with any office of the Wage and Hour Division, U.S. Department of Labor. A listing of the Wage and Hour Division offices can be obtained at [www.dol.gov/whd](http://www.dol.gov/whd). Complaints alleging failure to offer employment to an equally or better qualified U.S. worker, or an employer's misrepresentation regarding such offer(s) of employment, may be filed with the U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section, 950 Pennsylvania Avenue, NW, # IER, NYA 9000, Washington, DC, 20530, and additional information can be obtained at [www.justice.gov](http://www.justice.gov). Please note that complaints should be filed with the Civil Rights Division, Immigrant and Employee Rights Section at the Department of Justice only if the violation is by an employer who is H-1B dependent or a willful violator as defined in 20 CFR 655.710(b) and 655.734(a)(1)(ii).

**N. OMB Paperwork Reduction Act (1205-0310)**

These reporting instructions have been approved under the Paperwork Reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Your response is required to receive the benefit of consideration of your application. (Immigration and Nationality Act, Section 212(n) and (t) and 214(c)). Public reporting burden for this collection of information, which is to assist with program management and to meet Congressional and statutory requirements, is estimated to average 75 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Box PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0310.) **Do NOT send the completed application to this address.**

Labor Condition Application for Nonimmigrant Workers  
Form ETA 9035 & 9035E - Addendum  
U.S. Department of Labor



**F. Employment and Wage Information**

**a. Place of Employment Information 2**

1. Enter the estimated number of workers that will perform work at this place of employment under the LCA.*	1
2. Indicate whether the worker(s) subject to this LCA will be placed with a secondary entity at this place of employment.*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. If "Yes" to question 2, provide the legal business name of the secondary entity. § Intel Corporation	
4. Address 1 * 2111 NORTHEAST 25TH AVENUE	
5. Address 2 N/A	
6. City * HILLSBORO	7. County * WASHINGTON
8. State/District/Territory * OR	9. Postal code * 97124
10. Wage Rate Paid to Nonimmigrant Workers * From*: \$ 85956.00 To: \$ 85956.00	10a. Per: (Choose only one)* <input type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input checked="" type="checkbox"/> Year
11. Prevailing Wage Rate * \$ 85238.00	11a. Per: (Choose only one)* <input type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input checked="" type="checkbox"/> Year

**Questions 12-14. Identify the source used for the prevailing wage (PW) (check and fully complete only one):\***

12. <input type="checkbox"/>	A Prevailing Wage Determination (PWD) issued by the Department of Labor	a. PWD tracking number § N/A
13. <input checked="" type="checkbox"/>	A PW obtained independently from the Occupational Employment Statistics (OES) Program	b. Source Year § 2018
	a. Wage Level (check one): § <input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> N/A	
14. <input type="checkbox"/>	A PW obtained using another legitimate source (other than OES) or an independent authoritative source	b. Source Year § N/A
	a. Source Type (check one): § <input type="checkbox"/> CBA <input type="checkbox"/> DBA <input type="checkbox"/> SCA <input type="checkbox"/> Other/ PW Survey	
	c. If responded "Other/PW Survey" in question 14.a, enter the name of the survey producer or publisher § N/A	
	d. If responded "Other/PW Survey" in question 14.a, enter the title or name of the PW survey § N/A	

**HCL AMERICA, INC.**

(A subsidiary of HCL TECHNOLOGIES LTD.)

330 Potrero Avenue, Sunnyvale, California 94085 - 4113 U.S.A.

Tel: +1 408 733 0480 Fax: +1 408 733 0482

[www.hcltech.com](http://www.hcltech.com)

[www.hcl.in](http://www.hcl.in)

March 11, 2019

United States Citizenship and Immigration Services

**Re: H-1B Petition for a Nonimmigrant Worker on behalf of Mr. Vineet HADA (51687991)**

---

Dear Sir or Madam:

Please accept this letter in support of the enclosed H-1B petition filed by HCL America, Inc. on behalf of the Beneficiary, who is to fulfill the specialty occupation position as described below for our company on a temporary basis.

**The Petitioner**

Founded in 1976 as one of India's original IT garage start-ups, HCL is a pioneer of modern computing with many firsts to its credit, including the introduction of the 8-bit microprocessor-based computer in 1978 well before its global peers. Today, the HCL enterprise has a presence across varied sectors that include technology, healthcare and talent management solutions and comprises three companies - HCL Infosystems, HCL Technologies and HCL Healthcare. The enterprise generates annual revenues of over US \$7.5 billion with more than 120,000 employees from 140 nationalities operating across 32 countries, including over 500 points of presence in India.

For further information, visit [www.hcl.com](http://www.hcl.com)

The new **HCL Enterprise corporate presentation** is also attached with this email. The detailed HCL brand guidelines updated with the latest figures are available at [www.hcl.com/brand-guidelines](http://www.hcl.com/brand-guidelines).

**Business Model**

HCL's proprietary technologies enhance business value for clients through innovative technology solutions built around digital, IoT, cloud, automation, cyber-security, governance risk and compliance, analytics, infrastructure management and engineering services, amongst others, which are used to solve complex business problems for clients. HCL is a 'next-generation' technology firm, driven by a unique **HCL's Mode 1-2-3**. HCL's Mode 1-2-3 strategy is critical in deploying a unique and concurrent, three-point spotlight on the existing core of the client's business and IT landscape, in combination with new growth areas as well as the ecosystems of the future.

As part of HCL's business model and in order to ensure successful delivery to meet clients' needs for improved efficiency and cost effectiveness, HCL supplies its own employees to our clients to work as on-site professionals. HCL does not provide employees to a third-party client to perform the client's business operations – instead HCL employees are assigned to third-party client locations to service engagements to introduce disruptive technology to smartly transform legacy environments. HCL's professionals must meet strict educational requirements of the position as defined by HCL in order to be considered for and serve in the designated position, regardless of where they are physically stationed. HCL's clients do not define the position requirements or day-to-day job duties of HCL employees.

**HCL**

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[www.hcltech.com](http://www.hcltech.com)

[www.hcl.in](http://www.hcl.in)

**The Position Offered**

HCL requires the services of the Beneficiary to serve in the specialty occupation position at the address listed on the enclosed Form I-129 and in the Labor Condition Application.

In the specialty occupation the Beneficiary will create and define functional specifications, working with product managers, development managers and other HCL America teams. The beneficiary will define technical designs that address the requirements, and participate in high-level code reviews. The Systems Architect will create prototype solutions/algorithms as needed to help solve technical issues during development, while performing analysis to define design requirements for modification to existing tools, utilities, system structures, environments and determines project scope.

In return for these professional services, the Beneficiary will receive an annual compensation as indicated on the enclosed Form I-129.

This is a professional position that requires at least a Bachelor's degree or its equivalent in the fields of Computer Science, Engineering, Management Information Systems, Information Technology, Mathematics or a related, quantitatively analytical field. The nature of the duties is so specialized and complex that the skills necessary to perform the duties require the attainment of a baccalaureate or higher degree.

Please note that HCL requires the skills, knowledge, and analytical thinking acquired only the acquisition of a Bachelor's degree or its equivalent in Computer Science, Electrical Engineering or a related, quantitatively is necessary because the position requires that the Beneficiary must be skilled in writing and reviewing complex code and working directly with large scale computer systems and testing methodologies. HCL requires the Beneficiary to conduct complex problem solving, critical thinking, and analysis to evaluate technical implementation needs to meet business requirements. These job duties require a fundamental understanding of technical design concepts in order to analyze and improve diverse application tools. Further, these job duties require highly sophisticated technical skills and advanced computer competency with computer software. The use of this software requires the Beneficiary to conduct information ordering, where the Beneficiary must have the ability to arrange patterns of numbers and mathematical operations according to specific rule sets. The Beneficiary will conduct complex technical analysis to troubleshoot application issues and support the application development cycle, including application design and deploying code.

These skills are gained through courses undertaken in pursuit of a Bachelor's degree, or its equivalent, in Computer Science, Electrical Engineering or in a related, quantitatively analytical field. The above-stated education requirements are not only required by HCL but also considered to be common in the industry due to the nature of the described role. Specifically, students pursuing degrees in Computer Science or Electrical Engineering complete coursework in program design, software development, computer organization, systems and networks, theories of computation, principles of languages, advanced algorithms and analyzing data structures. Students in these fields also learn complex mathematics, including discrete mathematical principles that are used to prove solutions mathematically. Coursework or experience in computer science and electrical engineering instructs students in the design and implementation of algorithms to solve engineering problems using high-level programming language, complex coding methods and tools, as well as assembly language programming, as well as software engineering principles.

Degrees in Computer Science and Electrical Engineering provide students with the skills necessary to conduct digital system design, perform differential equations, and program code. These degrees provide a solid

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[www.hcl.in](http://www.hcl.in)

background in math and science, and the ability to identify complex issues and develop solutions, while considering feasibility and cost. Furthermore, both disciplines study the inner workings of computers and both study hardware as well as software aspects of computer systems.

HCL, like other computer consulting and software development companies, does not and will not employ individuals in this professional position unless this minimum standard is met. These minimum academic requirements are consistent with the requirements for comparable positions in the industry and clearly qualify this position as a specialty occupation.

**The Beneficiary**

HCL believes that the Beneficiary is well qualified for the offered professional position as the Beneficiary has earned a minimum of a Bachelor's degree or its equivalent in Computer Science, Engineering, Management Information Systems, Information Technology, Mathematics, or a related field. Please see attached relevant credentials.

**Terms of Employment**

*HCL is NOT a staffing company. HCL is a global information technology solutions company. With our domain expertise and technical excellence, we engineer meaningful solutions for our clients.* For the period of time that the Beneficiary is in the United States pursuant to valid H-1B status, HCL will maintain the right to control the manner and means by which the work product of the Beneficiary is accomplished. The Beneficiary will report directly to an HCL manager; at no time will the Beneficiary or any other HCL employee work under the supervision of the client. HCL will have the ability to hire, pay, and fire the Beneficiary. HCL will determine the Beneficiary's work schedule, closely monitor the status of the Beneficiary's assignments and conduct performance reviews. Furthermore, HCL will set the rate of pay and the types of benefits that the Beneficiary will receive. Moreover, the Beneficiary will be required to adhere to HCL's employment policies and standards of conduct, as well as all applicable laws. Please see attached related documents evidencing HCL's right to control the Beneficiary's employment.

We currently intend to employ the Beneficiary for a period as requested on the enclosed Form I-129. We have filed a Labor Condition Application with the U.S. Department of Labor, and will abide by the terms and conditions of the application. We understand the temporary nature of this employment, and the Beneficiary is also well aware of this condition.

HCL is looking forward to the specialty services of the Beneficiary, in the role as described herein. Thank you for your consideration of our H-1B petition on behalf of this professional.

Sincerely,

Jack Heh/Nitin Sabharwal

Senior Executive – Immigration Solutions Group/ Functional Consultant – Immigration Solutions Group

**HCL**

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February 13, 2019

U.S. Department of Homeland Security  
U.S. Citizenship and Immigration Services

RE: H-1B Petition on behalf of VINEET HADA

Dear Officer:

My name is Vikas Gupta and I serve as Deputy General Manager at HCL America, Inc. ("HCL"). I am writing this letter to confirm that pursuant to the H-1B petition filed on behalf of Vineet Hada (hereinafter, "the Beneficiary"), HCL requires the services of the Beneficiary in the role of Technical Architect on the Software Validation and Automation project for our client, Intel Corporation, at their worksite located at 5000 West Chandler Boulevard, Chandler, AZ 85226 AND 2111 NE 25th Avenue, Hillsboro 97124, Oregon.

The business relationship between HCL and Intel Corporation has been ongoing since 2005 whereby HCL provides application development, maintenance, enhancement, and support services for various technology projects. HCL now requires the Beneficiary's services so that he may work in the specialty occupation of Technical Architect on a project at Intel Corporation's worksite in Chandler, Arizona AND Hillsboro, Oregon.

**I. Assignment Duration**

July 01, 2019 – Jun 30, 2022

**II. Project Description**

Name of Project: Software Validation and Automation

Scope, nature and purpose of project:

Intel's RSD is an IOT (Internet of Things) software division aim to produce the retail IOT products to the customer. HCL is offering end-to-end validation and automation services to evaluate all the RSD IOT products being developed under the platform called IOT Test Automation Framework (iTAF) and IOT

**HCL**

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Software Infrastructure management (iSIM). To accomplish this requirement, HCL is developing and managing the DevOps infrastructure, implement the challenging automation needs to reduce the human interactions, perform various levels of testing, Implementing algorithms to analyze the collected data, Implementing algorithms to auto generate scripts and configuration data and enable cloud infrastructure.

HCL uses many industry standard tools and services along with in-house developed tools to achieve this requirements. HCL uses cloud services from AWS such as EC2, ECR, CodePipeline, CodeBuild, CodeDeploy, DynamoDB, S3, Lambda etc. To achieve the containerization need, HCL uses different Docker services.

**III. Position Description**

The Beneficiary will be responsible for:

Sl. No	Activity	Percentage of time spent
1	Implement and manage algorithms using different software tools to achieve the automation of complicated workflow.	25%
2	Implement and manage Cloud Infrastructure using AWS services.	20%
3	Containerization of validation infrastructure using Docker.	15%
4	Analyze the validation data using various technical approach. Monitor and triage test execution failures	20%
5	Implement and manage the end-to-end test infrastructure (DevOps)	20%

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In the specialty occupation, the Beneficiary will develop algorithms using different software tools to achieve the automation of complicated workflow. Implementation and managing the cloud Infrastructure and containerization is also part of the responsibility. Beneficiary will analyze the validation data using various technical approach along with monitor and triage test execution failures. He will also Implement and manage DevOps infrastructure using various industry standard tools and services.

Based on the specific assignments and according to the targets and timelines in the project plan, the Beneficiary will perform the following duties:

Period of Service (mm/dd/yy to mm/dd/yy)	Service Engagement Details	Percentage of Time	Project/ Location
07/01/2019 to 06/30/2022	<p>Beneficiary is engaged in delivering the following services:</p> <p>Implement and manage algorithms using different software tools to achieve the automation of complicated workflow.</p> <ul style="list-style-type: none"><li>• Automate various scale testing requirement to the project by implementing APIs to handle it from the execution engine. Example, Create/Mange/Configure/Install 10K cloud instances in one test execution</li><li>• Implement the algorithm to evaluate the quality of micro services using some mathematical equations and to analyze the network payload using the data captured.</li><li>• Implement the algorithms to create the test infrastructure to execute</li></ul>	25%	<p>Project Name: Software Validation and Automation</p> <p>Work Location: 5000 West Chandler Boulevard, Chandler, AZ 85226</p>

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	<p>end-to-end validation framework both in and out of the organization's firewall as per the project requirement by using the tunnelling mechanism.</p> <ul style="list-style-type: none"><li>• Co-ordinate with different stakeholders from program management to project developers to validation squad. This coordination is to design, architect and implement the whole end-to-end infrastructure.</li><li>• Implement the algorithms to enable various validation requirements. This involves in support of different operating systems, different network infrastructure, various virtualized systems, cloud infrastructure and many other industry standard tools. Example, Algorithms to handle huge data computation across AWS services.</li><li>• Design and implement algorithms to auto generate the scripts and configurations based on the product being executed. This complicated but useful algorithm will reduce the manual effort needed put for each product variants.</li></ul>	
	<p>Implement and manage Cloud Infrastructure using AWS services.</p> <ul style="list-style-type: none"><li>• Design and architect the usage of different AWS services to the project requirement. Beneficiary will design and implement the end-to-end data communications.</li></ul>	20%

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<ul style="list-style-type: none"><li>• Implement algorithms and configurations to deploy the software component of the product on AWS cloud infrastructure.</li><li>• Coordinate with AWS support team to place and improve the enhancements for the project.</li><li>• Design and implement the mechanism to store and retrieve the generated micro services in AWS ECR repository.</li><li>• Design and Implement continues integration and continues deployment using AWS CodeBuild, AWS CodePipeline.</li><li>• Design the Implement the product deployment mechanism using AWS S3, AWS Lambda and AWS DynamoDB</li></ul>			
Containerization of validation infrastructure using Docker. <ul style="list-style-type: none"><li>• Containerize the validation infrastructure using Docker services to replicate the infrastructure in different work locations. This infrastructure will include the validation test scenarios, required tools, configurations, network topologies, etc.</li><li>• Design and implement the algorithms/ mechanism to establish the communication between validation container and product micro services. This also include the establishment of network topologies.</li></ul>	15%		

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	<ul style="list-style-type: none"><li>• Implement and manage the Docker compose for the product. This will also involves the hardening the product to meet the security requirement.</li></ul>	
	Analyze the validation data using various technical approach. Monitor and triage test execution failures <ul style="list-style-type: none"><li>• Design and implement the mechanism to analyse the collected data during the execution of IOT product which are generated as JSON, XML, YML formats. Using several parsing techniques and sophisticated logic the data will be collected and take further action in an automated way.</li><li>• Implement and manage the mechanism to monitor the test execution in a sophisticated dashboard. This will also provide the infrastructure to triage and report the execution failures</li><li>• Design and Implement the algorithm to orchestrate the artefacts in a database and publish the results to the stakeholders and third party applications.</li><li>• Co-ordinate with different project stakeholders to address the issues observed, root cause the product issues and ensuring the issue resolution.</li></ul>	20%
	Implement and manage the end-to-end test infrastructure (DevOps)	20%

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	<ul style="list-style-type: none"><li>• Design, architect, implement and manage the end-to-end DevOps requirement to multiple product life cycle. This process will take care of tools needed, scripting languages, programming languages, virtualization, cloud services, network topologies etc.</li><li>• Design and implement different types of validation requirements such as Scale testing, Performance testing, Integration testing etc.</li><li>• Design and manage the DevOps customer dashboard to provide visual effects to demonstrate communication mechanism, bug tracking system, debugging mechanism etc. all in one roof</li></ul>		
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**Please note:** The above mentioned services and dates are based on the current project status and are provided by the end client. However, these dates of engagements for each type of service will be re-evaluated from time to time on a regular basis and will be extended based on the progress of the project.

**V. Position Requirements**

**Education:**

Companies seeking to employ a Technical Architect require prospective candidates to have a strong foundation in the field of Computer Science or a related field which can only be obtained through the completion of a Bachelor's degree or progressively responsible experience that is equivalent to the attainment of at least a Bachelor's degree. The skills, knowledge, and analytical thinking acquired through the acquisition of a Bachelor's degree or its equivalent is considered necessary by experts in the industry and thus the degree is considered an industry standard requirement for the position. HCL, like other information technology services and software development companies, does not and will not



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employ individuals in the offered position unless they meet this minimum standard. These minimum academic requirements are consistent with the requirements for comparable positions in the industry, and they clearly mark this position as a specialty occupation.

**Practical application of skills:**

This position requires the Beneficiary to understand and participate in product development initiatives as well as technical business development efforts. The offered position requires an individual with a background in Computer science, software architecture, data structures, software development lifecycle, programming languages, scripting languages, strong knowledge of software infrastructure tools and methodologies, strong knowledge of cloud infrastructure tools, Operating system internals, understanding of computer networking, good knowledge of test infrastructure tools, knowledge of project management tools and techniques, competence in business management concepts, customer relationship management, communication management, effective decision making, and implementation and improvement of business processes.

**VI. Evidence pertaining to the Beneficiary's Qualification and Skills:**

The Beneficiary is well qualified for the offered professional position based on the academic credentials and prior related experience gained before joining our company in the U.S. As outlined above, the offered position clearly qualifies a specialty occupation role requiring at least a Bachelor's degree in a specific field of study, and the Beneficiary has gained the educational background and experience that we require for this position.

More specifically, the Beneficiary was awarded a Master's in Computer Applications from Indira Gandhi National Open University in 2005.

In addition to the Beneficiary's academic credentials, the Beneficiary possesses professional experience relevant to the proffered specialty occupation. The Beneficiary in his 15 plus years of IT industry has played multiple challenging roles including software development, system testing, software design, software architecture and project management which enables him to deliver outstanding results in his role. Accordingly, the Beneficiary is an ideal candidate for the specialty occupation position and has gained competency in computer science principals, including:

- Competency: In-depth understanding and execution experience of Software Engineering Principles, Architecture, Software Development Life cycle
- Competency: Excellent development and deployment experience on multiple operating system environment, different customer hardware with challenging networking requirements, complex



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scripting and tools needs

- Competency: Thorough understanding of different operating system internals, virtualization mechanism, cloud services, software configuration management etc.
- Competency: Strong exposure to customer relationship management, business modelling, decision making etc.
- Competency: Excellent experience in scripting/ programming language such as C, C++, VC++, Python, Bash, PowerShell, Perl
- Competency: Thorough understanding in setting up the products to the cloud technologies using market standard tools and services.
- Competency: Expert in containerization of software components and architecting the data flow.
- Competency: Strong practical exposure to the DevOps design, architecture and automation using In-depth knowledge of product life cycle, market standard tools and services
- Competency: Strong understanding of market standard tools and services such as AWS, Docker, Teamcity, Jenkins, Git, Robot, Klocwork, Ansible etc.
- Competency: Strong domain experience in Telecom, Embedded, SOC Platform and IOT technology.

The Beneficiary possesses an understanding of solutions and services that can be aligned to a client's business needs, and the challenges associated with HCL-specific engagements with its clients. With this knowledge the Beneficiary is able to analyse customer requirements and execute technical tasks in engagements.

**VII. HCL normally requires a degree or its equivalent for the position:**

It is a normal practice for our organization to hire individuals in the same or similar position who hold at least a Bachelor's degree or its equivalent in a related field. HCL has a history of this practice, and continues to hire candidates holding at minimum a Bachelor degree in a field related to the offered position.

To ensure that candidates are capable of performing the day-to-day job duties defined by HCL pursuant to the engagement, HCL requires at least a Bachelor's degree in a related quantitatively analytical field. Typically, HCL requires as per its internal hiring policies that any person who is hired for this position has at least a Bachelor's degree or its equivalent in a related field.

The offered position is a professional position that requires at least a Bachelor's degree or its equivalent



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in the field of Computer Science or a related, quantitatively analytical field.

**VIII. Why the position would be considered a Specialty Occupation (i.e. one that requires a Bachelor's degree):**

The offered position requires the Beneficiary to conduct complex problem solving, critical thinking, and systems analysis to analyse technical implementation needs to meet business requirements. These job duties require a fundamental understanding of technical design concepts in order to analyse and improve diverse application tools. Further, these job duties require highly sophisticated technical skills and advanced computer competency with computer software. The use of this software requires the Beneficiary to conduct information ordering, where the Beneficiary must have the ability to arrange patterns of numbers and mathematical operations according to specific rule sets. The Beneficiary will conduct complex problem solving and technical analysis to troubleshoot application issues and support the application development cycle, including application design and deploying code.

This position required the Beneficiary to understand and participate in product development initiatives as well as technical business development efforts. The offered position requires an individual with a background in Computer Science, software architecture, data structures, software development lifecycle, programming languages, scripting languages, strong knowledge of software infrastructure tools and methodologies, strong knowledge of cloud infrastructure tools, Operating system internals, understanding of computer networking, good knowledge of test infrastructure tools, knowledge of project management tools and techniques, competence in business management concepts, customer relationship management, communication management, effective decision making, and implementation and improvement of business processes.

These skills are best acquired through completion of a Bachelor's degree in Computer Science or a related field. The specific technical skills and the general business skills acquired through completion of a Bachelor's degree in one of the above listed fields would provide the Beneficiary with the necessary skills to be successful in the offered positions. These skills could only be obtained through a minimum of a Bachelor's degree in the above mentioned fields. It is highly unlikely that such a position would be offered to someone without this level of education and experience.

HCL's minimum requirement for the offered position is a standard baseline requirement common to the industry in parallel positions among similar organizations. Firms similar to HCL routinely recruit and employ only degreed individuals in the specific specialty. This requirement is necessary to ensure smooth running of the operations of the engagement leading to project deliveries and client satisfaction. Therefore, the offered position is specialty occupation requiring an in-depth knowledge of computer science.

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**IX. Employment control and supervision by the Petitioner:**

While onsite, the Beneficiary will work for 40 hours each week under the exclusive control of Vikas Gupta whose phone number is 214-714-2590. Vikas Gupta is a HCL employee who is stationed in US worksite and is charged with ensuring that the HCL professionals such as the properly execute their responsibilities.

Although the Beneficiary will be working at Intel Corporation's worksite, HCL will exercise ultimate supervision and control of the Beneficiary's employment. The Intel Corporation will not have the authority to contract out the Beneficiary's services or assign him to a different employer. Specifically, the Beneficiary will be controlled by Vikas Gupta, Deputy General Manager at HCL, and HCL will be responsible for all the terms and conditions of the Beneficiary's work including hiring, supervision, compensation, and termination and will otherwise control the Beneficiary's day-to-day work.

Please note that HCL is NOT a staffing company. HCL is fully responsible for selecting and vetting candidates to work on the engagement to achieve the goals outlined in the Statement of Work. HCL, and not the end client, determine the minimum criteria for selection. In order to maintain its reputation and ensure that candidates are capable of performing the day-to-day job duties defined by HCL pursuant to the engagement, HCL requires at least a Bachelor's degree in a related quantitatively analytical field.

Please feel free to contact me if you have any further questions regarding the Beneficiary's employment.

Sincerely,



VIKAS GUPTA

Deputy General Manager

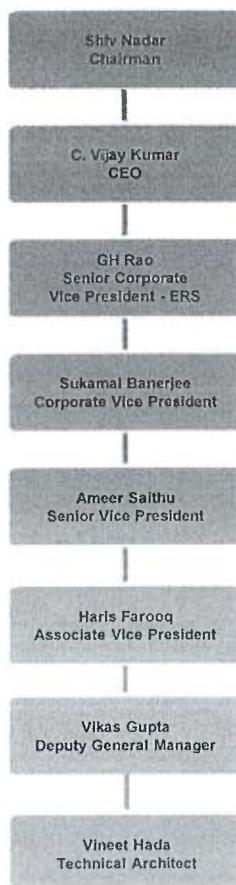
HCL America Inc.

214-714-2590

[vikas\\_gupta@hcl.com](mailto:vikas_gupta@hcl.com)

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# Beneficiary's Supervisory Chain



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Date: Feb 13, 2019

## **TO WHOMSOEVER CONCERNED**

To,  
US Citizenship and Immigration Services (USCIS),  
United States

Dear Sir/Madam,

### **Subject: H-1B Application for VINEET HADA**

HCL America has entered into a service agreement with Intel Corporation to provide Validation, automation and DevOps infrastructure for the period of three years which will be renewed after expiry of contract.

The employee will be providing the DevOps and Automation services on behalf of HCL America Inc. continuing current project which started from 02/01/2016 and expected to run for next five years at 5000 W Chandler Blvd, Chandler, AZ 85226 AND 2111 NE 25th Avenue, Hillsboro 97124, Oregon. We would like to secure his expertise for entire period of Service Agreement.

We would like to deploy the employee at the above location as he is well aware of the existing system and has an expertise in the specialized technologies used by the Client. The employee has Master in Computer Applications field which helps him to understand & deliver services expected by the Client.

The requirement of a Bachelor's degree or its equivalent is the normal for the industry for such positions. This requirement is not only a must for the petitioner, but also a must to provide technical solutions to clients. The work done requires the services of a person who has a college degree or its equivalent in the occupational field.

He will be working for 40 hrs. per week during the assignment period and will be paid directly by the HCL America Inc., as per company's standard policies.

The employee will be reporting to me & I will be responsible for all his activities during the period of assignment.

We therefore request you to please provide with the necessary work authorization to the employee.

In case you need any further clarification, please feel free to contact us:

Regards,



VIKAS G  
Deputy General Manager  
HCL America Inc.  
[vikas\\_gupta@hcl.com](mailto:vikas_gupta@hcl.com)  
+1-214-714-2590

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Date: Feb 13, 2019

## The Employer/Employee Relationship

In support of our petition for H-1B Non-Immigrant classification on behalf of the fore-mentioned H-1B Candidate for whom we propose to employ. To this end, we take the liberty of providing the following information regarding the nature of our business Operations, the proposed employment and the candidate qualifications.

### The Employer/Employee relationship

HCL America (HCLA) attests that the beneficiary is coming to the U.S temporarily to work in a specialty Occupation. A valid Employer-employee relationship exists between HCLA and beneficiary.

HCLA attest to the following:

1. HCLA will supervise the beneficiary work and such supervision will continue at both Onsite/Offshore Work locations.
2. If supervision is at offsite, the beneficiary's work will be fully controlled and supervised by the Manager of HCLA (Petitioner). The Manager in charge of the whole on-site team will be assigning the work and will create schedule sheet to track and supervise the work of the beneficiary during his stay in US. employees working at customer sites report to HCLA Managers who are responsible for reviewing the employees' performance
3. HCLA does and will continue to retain complete employment control of the beneficiary. HCLA is responsible for the payment of salaries, administration of benefits and payment of all required taxes in connection with the beneficiary's employment. HCLA's customer has no authority to take any decisions on any aspect governing the terms and conditions of the beneficiary's employment. Although HCLA's professionals may be temporarily located at client sites, they retain full and complete control over the beneficiary.
4. HCLA provides tools or instruments needed for the beneficiary to perform duties related to employment.
5. HCLA has exclusive discretion relating to all employment decisions regarding the beneficiary's employment, including hiring, firing, performance evaluations and any disciplinary actions.
6. HCLA's employees are subject to regular performance reviews in order to determine raises and promotions, as well as to ensure client satisfaction.
7. HCLA fully informs its H-1B professional employees of their tax duties in the U.S., if applicable. In turn, HCLA consistently reports the wages paid to its professional employees, as required by law
8. HCLA will provide the beneficiary with employee benefits.
9. The Employee will use utilize this expertise and their knowledge of HCLA's tools and technologies to perform the duties of employment.
10. The Employee will produce end product that is directly linked to HCLA's line of Business.
11. HCLA will control the manner and means in which the work product of beneficiary is accomplished.

Thank you for your assistance and attention to this matter. Please feel free to contact me with any questions.

Regards,



VIKAS GUPTA

Deputy General Manager

HCL America Inc.

[vikas\\_gupta@hcl.com](mailto:vikas_gupta@hcl.com)

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13 February 2019

Vineet Hada  
E Code: 51687991  
HCL AXON MALAYSIA SDN BHD

**Subject:** Temporary Deputation (hereafter referred to as "Deputation") to HCL America Inc. on Work Permit (Deputation Letter)

Dear Vineet Hada,

HCL America Inc. (here after referred as "HCL America"/ "The Company") takes immense pleasure on your selection for deputation and heartily welcomes you on-board.

In your current title, as SENIOR TECHNICAL MANAGER, E3 you shall perform duties as per organization norms and work exclusively for HCL America unless otherwise agreed in writing.

Your deputation start date in Chandler, AZ is subject to your work visa approval by the immigration authorities of America; unless terminated in accordance with this deputation letter. The period of the deputation will be from 01/07/2019 to 30/06/2022.

You will be entitled to an on-larget compensation of USD 90480 effective 01/07/2019.

Kindly refer to Annexure A for compensation details and Annexure B for terms & conditions of employment plus applicable benefits.

This position is an exempt position for the purposes of applicable wage-hour laws, which means that you will not be eligible for overtime pay.

This Offer Letter is circulated via electronic communication at the email addressed mentioned above and electronic signatures on the Offer Letter be as valid as the original signatures and binding in court of law. Please note that there is a Dispute Resolution Agreement ("DRA") enclosed with this letter. The DRA, which provides that you and the Company will submit any covered dispute to binding arbitration, will apply to you unless you timely exercise your right to opt-out of the DRA, as described in paragraph 8 of the DRA.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services.

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature: Vineet Hada

Employee Code: 51687991

Acceptance Date: 20/2/19

USA/LTL

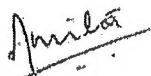
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**HCL**

HCL America wishes you the very best for your future endeavors at HCL!!!

With best regards,

Yours sincerely,



Amrita Das  
Vice President,  
Head-Global Rewards

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.  
Acceptance Signature: Vineet Kada

Employee Code: 51687991

Acceptance Date: 20/2/19

USA/LTL

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#### ANNEXURE A

This Annexure describes the various components' in the salary structure applicable to you.

Annual Components (In USD)	
Base Salary	76669
Location Allowance	9287
Engagement Performance bonus	4524
<b>TOTAL</b>	<b>90480</b>

#### Description of Components:

- **Base Salary:** You will be paid a gross base salary by credit transfer payable in equal semi-monthly installments.
- **Location Allowance of USD 9287 per annum** will be paid by credit transfer payable in equal semimonthly instalments. The Location allowance is provided to meet the minimum salary limits set by the US Department of Labour. It is subjected to change with a change of location and/or role.
- **Engagement Performance bonus (EPB)** - Your annual target Engagement performance bonus will be **USD 4524**. EPB is a variable bonus payable in accordance with HCL America's bonus plan for your function (sales / delivery/functional support) as applicable at that time. The actual payment to you will be based on parameters as determined by management. A copy of the policy is available upon request.

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.  
Acceptance Signature: Vineet Kulkarni.

Employee Code: S1687991

Acceptance Date: 20/2/19

USA/LTL

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**HCL**

## ANNEXURE B

This Annexure lays down the terms and conditions of deputation to HCL America and is a legally binding document.

**Hours of Work:** You would be governed by HCL America's Work Schedule Policy.

**Place of Work:** The Employee's normal place of work will be 5000 W Chandler Blvd Chandler, AZ 85226. In case of any change in the work location the employee must ensure to complete the necessary formalities of obtaining the Labor Condition Application (LCA) and amendment petition for the new location with the help of the Company's Immigration department

**Benefits Plan:** For benefits, applicable to you during your deputation in HCL America if any, please refer to Annexure A of this deputation letter.

**Time Reporting & Attendance Management:** The Employee understands and agrees that he/she will be required to comply with the Company's policies concerning time reporting and attendance management, as mentioned in the Company Policies. Failure to do so may result in discipline, up to and including, termination of employment.

**Leave/Holiday Entitlements:** Before the commencement of your Secondment, your leave balance with HCL AXON MALAYSIA SDN BHD. will get encashed, and during your secondment you will be entitled to leave as per the rules applicable and mentioned as per HCL America policy on HCL policy portal. You are also entitled to public holidays in accordance with local laws you are governed under.

**Non-Compliance to Immigration regulations:** Your sponsorship to HCL America is subject to non-immigration norms compliance as laid down by Immigration authorities from time to time and is binding on you during and / or as is existing at the time of your deputation. HCL will not be liable for any penalties / liabilities arising in the event of non-compliance to lay down norms by the employee.

**Duration and Termination of Assignment:** The duration of this deputation is likely to be 24 months; however, this is subject to project requirements & American immigration norms. During the period of your stay in USA you will be governed by the policies, rules and regulations as applicable to HCL America. You will be required to return to your employment with your parent company at the end of your assignment.

HCL America will notify you of your deputation assignment termination in advance.

**Transferability:** You understand and agree that your services may be transferred to any affiliate (either in existence or to be formed later) of the Company, Company clients at any location either within or outside the US. Upon transfer, you shall be governed by the compensation policy, rules and regulations of the transferee company. Your transfer will be executed on the agreement between you and the Company, in case of your refusal or inability to accept transfer on justifiable reason, the Company will try to provision your allocation in US basis the availability/ suitability of the current prevailing positions only

**Statutory Conditions:** During your deputation to HCL America rules and regulations of the company will govern you. All terms and conditions of service with your parent company are still valid, except for the

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I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature: Vineet Hadu

Employee Code: 51687991

Acceptance Date: 20/2/19

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**HCL**

terms and conditions mentioned in this letter. You will be fully governed by the rules and code of conduct framed by HCL America from time to time.

**Notice Period - Employer / Employee:** Your employment with HCL America is "at will" and either you or HCL America may terminate with or without cause, by serving two (2) weeks' notice period or salary in lieu of unserved notice period. HCL America reserves the right to end the assignment and / or employment with HCL Technologies on grounds of Business Needs, Performance, Conduct and any other reason at its sole discretion (with a notice of (5 working days). However, such actions will be governed by the company's policies and procedures.

**1. Non-Solicitation**

In Case the employee resigns during the Deputation Period or at the end of Deputation, for any reason whatsoever, the Employee will not for the next 3 (months) (without the prior written consent of the Host), either directly or indirectly, solicit, or attempt to solicit, or hire, any employee of the Host or its affiliates, for employment with him/her or with any other person or entity. The Host reserves the sole right to waive this restriction without seeking any consent from the Employee.

**2. Non-Compete**

The Employee agree that if he/she resigns during or at the end of deputation, for a period of three (3) months following the end of deputation, for any reason whatsoever, the Employee will not (without the prior written consent of the Host) perform any services or take employment with any customer of the Host for similar kind of work, which he/she was performing for the said customer of the Host, prior to the termination of his/her employment with the Host. The Host reserves the sole right to waive this restriction without seeking any consent from the Employee.

**Changes to Terms and Conditions:** The Company reserves the right to make any changes to the terms and conditions of your secondment to reflect the changes in the applicable laws and regulations or the Company's policies and practices. You agree to comply with the same. The Company will generally notify you in writing in advance of the effective date of such changes.

**Taxability:** HCL America will be entitled to withhold all applicable taxes from your wages as per the applicable laws. You will be responsible for filing your personal income tax returns, and paying any taxes you owe beyond the amounts which were withheld.

**E Verify:** About item (v), under Contingent Offer clause, you should be aware that if you are being hired for a position in a state that requires HCL America to use E-Verify, HCL will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from your Form I-9 to confirm work authorization. If the employee is hired in any of the listed states, as mention in Annexure 5 then E-Verify program will apply. If you have any questions about whether you will be working in a state that requires HCL America to use E-Verify, please contact [HR -Business Partner].

**Governing Law:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of North Carolina without reference to principles of conflict of laws.

**Miscellaneous:**

This agreement supersedes and incorporates all oral and written agreements and understandings between you and HCL America and contains the entire agreement between you and HCL America regarding your employment with HCL America. This agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be a further

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or continuing waiver of any condition or of any breach or a waiver of any other condition or breach of this letter agreement. All notices pursuant to this agreement shall be given in writing and shall be deemed given upon actual receipt or three days after mailing, whichever is earlier.

**Confidentiality:** This offer is being made subject to the condition that you strictly maintain the confidentiality of this Agreement and not divulge or communicate in any manner any information regarding your compensation and terms of employment to any persons other than your immediate reporting manager, the appropriate persons in the Human Resources department of HCL America, and your spouse, attorney, accountant and/or financial advisor if such persons agree to keep such information confidential for the benefit of HCL America.

**Data Protection:** HCL America holds and processes, both electronically and manually, your personal data which it collects in the course of your employment. HCL America uses your personal data for the purpose of employee administration and management and its business compliance under applicable procedures, laws and regulations. You hereby agree to your personal data being collected and the same being transferred, stored and processed by the HCL America in the United States of America ("US") and any other countries where the HCL America and its affiliates have offices, all in accordance with the applicable laws.

You also consent to HCL America making such relevant data available to its advisors and other agencies (such as pension providers, medical and other insurances providers, payroll administrators, various regulatory authorities, etc.) that provide products and/or services to the Company.

If you use your personal laptop or phone for office purposes, HCL America has the right to inspect, take a back-up of the data, and/or submit the laptop and/or phone for forensic analysis as needed from time to time in case of any litigation, statutory need or actual or perceived violation of HCL America's policies.

**Entire Agreement:** This Agreement and its enclosures contain the entire understanding between you and HCL regarding the subject matter addressed in those documents and supersedes any or all prior representations and agreements regarding such matters. Once you've signed it, the terms of this Agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party.

**No waiver:** No action by HCL America shall constitute as a waiver of any clause herein unless the HCL America explicitly waives any provision in writing. Any explicit waiver by HCL America of any clause shall be limited to such clause and shall not in any way impact or indicate a waiver of other clauses

**Notices:** All notices pursuant to this Agreement shall be given in writing and shall be deemed given upon actual receipt or three days after mailing, whichever is earlier.

**Assignability:** This Agreement shall be binding upon the parties' heirs, successors and assigns. You understand and agree that HCL America may assign this Agreement in whole or in part, including, but not limited to, your covenants in this Annexure, to any successor of HCL America, any entity that has or obtains control of HCL America, or any entity that is or becomes affiliated with HCL America or its corporate parent. You also understand and agree that your obligations and covenants under this Agreement, being personal, may not be delegated or assigned.

**Continuing Obligations:** You understand and agree that your representations, warranties, covenants and agreements contained in this Agreement are intended to, and shall, survive any termination of this Agreement.

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.  
Acceptance Signature: Vineet Nada.

Employee Code: 51687991

Acceptance Date: 20/2/19

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Annexure C

This Annexure contains the Employee Undertakings Agreement which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of HCL America Inc.

As a condition of my employment and/or continued employment with HCL America Inc. ("HCL America" or the "Company"), and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

a. Company Information: I shall not use, communicate or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "Company Parties"), to which I have been privy to by virtue of being an employee of the Company. I understand that "Confidential Information" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

b. Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person or entity.

c. Third Party Information: I recognize that the Company has received, and in the future, will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

2. Inventions.

a. Inventions Retained and Licensed: I have attached hereto, as Exhibit No. 1, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine

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a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

b. Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the United States Copyright Act of 1976 (and all amendments thereto).

c. Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and remain the sole property of the Company always.

d. Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

e. Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would

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prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

- f. **Conflicting Employment:** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.
- g. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
- h. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
- i. **General Provisions Regarding Covenants:** Attachment Read, Understood and Fair, I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.
- j. **Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work-related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

- k. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms in paragraphs 1 through 4, 6 through 8, or 10 of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific

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performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.

I. Representations: I represent that my performance of all the terms of this Agreement will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of the undertakings in this Annexure.

m. Integration: I understand and agree that this Annexure is part of my integrated employment agreement with HCL America, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Dated: 13 February 2019

Vineet Hada

Signature  
Vineet Hada

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature: Vineet Hada.

Employee Code: 51687991

Acceptance Date: 20/2/19

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## DISPUTE RESOLUTION AGREEMENT

This Dispute Resolution Agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.

### 1. How This Agreement Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. This Agreement applies to any dispute arising out of or related to your employment with HCL America, Inc. or one of its affiliates, successor, subsidiaries or parent companies ("Company") or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, but not as to the enforceability, revocability or validity of the Agreement or any portion of the Agreement.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes arising out of or related to the employment relationship, or the termination of that relationship (including post-employment defamation or retaliation), trade secrets, unfair competition, compensation, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your employment or the termination of employment.

### 2. Limitations on How This Agreement Applies

This Agreement does not apply to claims for worker's compensation, state disability insurance and unemployment insurance benefits.

Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, or the Office of Federal Contract Compliance Programs. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim.

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before any agency to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement.

Nothing in this Agreement shall be deemed to alter the at-will nature of your employment, which can be terminated at any time by you or the Company, with or without cause or notice.

### 3. Selecting the Arbitrator

The Arbitrator shall be selected by agreement of the Company and you. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by agreement. The location of the arbitration proceeding shall be no more than 45 miles from the place where you last worked for the Company, unless each party to the arbitration agrees in writing otherwise.

### 4. Starting the Arbitration

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Company's Legal Department: USA-Sunnyvale, Potrero Avenue, 330. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief about an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

### 5. How Arbitration Proceedings Are Conducted

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.

You and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a class action and (2) there is a final judicial determination that the

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Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action ("Collective Action Waiver"). The Collective Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a collective action and (2) there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction.

(c) There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general representative action ("Private Attorney General Waiver"). The Private Attorney General Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of or regarding others. The Private Attorney General Waiver shall be severable from this Agreement in any case in which there is a final judicial determination that the Private Attorney General Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances and where the claim is brought as a private attorney general, such private attorney general claim must be litigated in a civil court of competent jurisdiction.

Although you will not be retaliated against, disciplined or threatened with discipline as a result of exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver, Collective Action Waiver or Private Attorney General Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

#### 6. Paying for the Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.

#### 7. The Arbitration Hearing and Award

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator shall apply applicable controlling law and will issue a

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decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

#### 8. An Employee's Right to Opt Out of Arbitration

Arbitration is not a mandatory condition of your employment at the Company, and therefore you may submit a statement notifying the Company that you wish to opt out and not be subject to this Agreement. If you want to opt out, you must notify the Company of your intention to opt out by submitting a signed and dated statement on a "Dispute Resolution Agreement Opt Out Form" that can be obtained from and returned to the Company's Human Resources Department by sending an email stating your intention to opt out. To be effective, your opt out notice must be provided within 30 days of your first day of active employment with the Company. If you timely opt out as provided in this paragraph you will not be subject to any adverse employment action because of that decision and may pursue available legal remedies without regard to this Agreement. If you do not opt out of this Agreement within 30 days of your first day of active employment with the Company, continuing your employment constitutes mutual acceptance of the terms of this Agreement by you and the Company. You have the right to consult with counsel of your choice concerning this Agreement.

#### 9. Non-Retaliation

It is against Company policy for you to be subject to retaliation if you exercise your right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at the Company, you should immediately report this to the Human Resources Department.

#### 10. Enforcement of This Agreement

This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. Except as stated in paragraph 5. above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver, Collective Action Waiver or Private Attorney General Waiver is deemed to be unenforceable, the Company and you agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.  
Acceptance Signature: Vineet Kada

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ANNEXURE D

E-Verify Program Applicable States

If the employee is hired in any of the below listed states, then E-Verify program will be applicable to them.

1. ALABAMA
2. ARKANSAS
3. SOUTH CAROLINA
4. WEST VIRGINIA
5. GEORGIA
6. LOUISIANA
7. MISSISSIPPI
8. NORTH CAROLINA
9. TENNESSEE
10. UTAH

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**HCL**

Employee Acknowledgment

- a. I accept employment with HCL America, Inc. ("HCL America") pursuant to the terms set forth in this Agreement.
- b. I understand I have the right to consult with an attorney independent from HCL America regarding the terms of this Agreement. I have been given the opportunity to do so, and I have done so to the degree I believe necessary.
- c. I will not assign my rights under this agreement and any attempted assignment will be null and void.
- d. No representation, commitment or inducement has been made to me except as specifically set forth in this Agreement, and I am not relying upon any terms other than as set forth in this Agreement.

I agree to the terms of the Agreement and freely make the statements set forth above.

SIGNATURE: Vineet Kuda

DATE: 13 February 2019

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature: Vineet Kuda

Employee Code: 51687991

Acceptance Date: 20/2/19

USA/LTL

Page 16 of 16

HCL

**HCL AMERICA, INC.**

(A subsidiary of HCL TECHNOLOGIES LTD.)

330 Potrero Avenue, Sunnyvale, California 94085 - 4113 U.S.A.

Tel: +1 408 733 0480 Fax: +1 408 733 0482

[www.hcltech.com](http://www.hcltech.com)

[www.hcl.in](http://www.hcl.in)

June 16, 2016

United States Citizenship and Immigration Services  
Attn: I-129 (H-1B)

Dear Sir or Madam:

Please be advised that HCL America, Inc. utilizes internal job titles for human resource purposes. The difference between the internal job title and the position title is for internal role mapping purposes only. To clarify, the internal job title reflected on HCL America Inc.'s internal documents, and the actual position of the employee are not the same.

Sincerely,



Jack Heh  
Executive – Immigration Solutions Group

**HCL**

**EDUCATION  
DOCUMENTS AND  
EMPLOYMENT  
HISTORY**

## EVALUATION REPORT

Name: HADA, Vineet

Date: March 11, 2019

Country: India

Ref: 300453954/C08

Purpose of Evaluation: Immigration

1. Copy of a diploma from the Indira Gandhi National Open University in New Delhi, India certifying that Vineet Hada passed the examination in June 2001 in the Second Division and was awarded the degree of Bachelor of Computer Applications. This document was dated September 25, 2001, was signed by the Registrar and the Vice-Chancellor and is equivalent to three years of university-level credit from a regionally accredited institution in the United States. A copy of a Statement of Marks listing the coursework completed, including the marks and grades, was also submitted. Entrance into the three-year Bachelor of Computer Applications program requires completion of Standard XII in India, or the equivalent of graduation from high school in the United States. Indira Gandhi National Open University is a member of the Association of Indian Universities and is recognized by the University Grants Commission, the organization responsible for assessing complexity and assuring quality of degree programs in India. This recognition parallels regional accreditation of tertiary educational institutions in the United States.
2. Copy of a diploma from the Indira Gandhi National Open University in New Delhi, India certifying that Vineet Hada passed the examination in June 2005 and was awarded the degree of Master of Computer Applications. This document was dated October 4, 2005, was signed by the Registrar and the Vice Chancellor and, in conjunction with the education described in paragraph #1, is equivalent to a bachelor's degree and a master's degree in computer information systems from a regionally accredited institution in the United States. A copy of a Statement of Marks listing the coursework completed, including the marks and grades, was also submitted. Entrance into the three-year Master of Computer Applications program requires the Bachelor of Computer Applications described above. Indira Gandhi National Open University is a member of the Association of Indian Universities and is recognized by the University Grants Commission, the organization responsible for assessing complexity and assuring quality of degree programs in India. This recognition parallels regional accreditation of tertiary educational institutions in the United States.
3. In summary, it is the judgment of the Foundation that Vineet Hada has the equivalent of a bachelor's degree in computer information systems and a master's degree in computer information systems from a regionally accredited institution in the United States.
4. The Foundation's evaluations serve as suggested guidelines and are advisory in nature. Under no circumstance does the Foundation desire to encroach on the individual autonomy, residence requirements or internal policies of educational institutions. The documents submitted were photocopies.



Vineet Hada

**EVALUATION REPORT**

March 11, 2019

5. The materials used in this evaluation include the P.I.E.R. (Projects for International Education Research) Workshop Report on South Asia publication titled The Admission and Placement of Students from Bangladesh, India, Pakistan, Sri Lanka, the P.I.E.R. (Projects for International Education Research) World Education Series AACRAO (American Association of Collegiate Registrars and Admissions Officers) NAFSA: Association of International Educators Special Report titled India, the Association of Indian Universities publication titled Universities Handbook India and information provided by the AACRAO Electronic Database of Global Education (EDGE<sup>1</sup>).

Rachel A. Epple

*Qualifications of the Evaluator:* Rachel Epple is the Assistant Director of Evaluations at the Foundation for International Services, Inc. and has worked with FIS since 2013. She holds a Bachelor of Arts from Hope College. She has relevant experience in foreign credentials evaluation, students' credit requirements, special education teaching and immigration services. Professional organizations include NAFSA: Association of International Educators and the American Association of Collegiate Registrars and Admissions Officers (AACRAO), for which she has been a conference poster presenter.

*Qualifications of the Evaluation Company:* FIS has been a leading provider of foreign credential evaluations since 1978. Our reports are routinely accepted by universities, major companies, licensing and certification boards, the U.S. Department of Defense, and the U.S. Citizenship and Immigration Service. FIS evaluators are members of NAFSA: Association of International Educators and the company itself is a corporate member of the American Association of Collegiate Registrars and Admissions Officers (AACRAO). FIS is a Founding Member of the National Association of Credential Evaluation Services which was established in 1987 to promote excellence and set standards for the profession of foreign credential evaluation in the United States. Evaluation reports prepared by NACES® members are judgments based on appropriate reference material, including current research. NACES® member organizations examine documents for accuracy and authenticity, contribute regularly to industry publications, conferences, and databases, and provide industry training to higher education professionals.

<sup>1</sup> The FIS equivalency was not reached by simply referencing one proprietary online database. EDGE is only one of numerous resources FIS evaluators consult in the course of their research. In addition to applying well-developed comparative education methodologies, FIS evaluators utilize these *other* reference materials and methods in that EDGE was not designed to review institutional recognition or program availability and accreditation; to authenticate or verify foreign documents; to speak to issues of curriculum complexity; or to review the content of particular degree programs offered at specific foreign universities in comparison with similar degree programs offered in the United States. As such, its advice may not always be consistent with FIS equivalency determinations and/or industry-standard practice. The simple, conclusive advice offered by EDGE is listed here for informational purposes only.

Foreign Credential	EDGE Advice (U.S. Comparison)
3-year Bachelor of Arts (B.A.); Bachelor of Commerce (B.Com.); Bachelor of Science (B.Sc.); Bachelor of Computer Applications (B.C.A.)	three years of university study
Master of Computer Applications	master's degree

Serial No. 73940....

Enrolment No. 283049003

इन्द्रा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
INDIRA GANDHI NATIONAL OPEN UNIVERSITY

प्रमाणित किया जाता है कि ..... विनीत हाड़ा  
को नियत अध्ययन-क्रम पूरा कर ..... जून 2005 की परीक्षा  
उत्तीर्ण करने के उपरान्त कम्प्यूटर प्रयोग में स्नातकोत्तर स्नाधि  
प्रदान की जाती है।

This is to certify that ..... *Vineet Hada* .....  
having pursued the prescribed course of study and passed  
the examination held in ..... *June 2005* .. is hereby awarded  
the Degree of Master of Computer Applications.

D.S. Tewari  
कुल-सचिव  
Registrar



नई दिल्ली New Delhi  
दिनांक Date 4.10.05

*Q.D*  
फुलपति  
Vice-Chancellor



**इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय**  
**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**STUDENT REGISTRATION & EVALUATION DIVISION**

Maidan Garhi, New Delhi - 110 068

Master of Computer Applications

STATEMENT OF MARKS

O  
BCA-MCA  
9928

CERTIFICATE NO.: D 00644

Enrolment Number : 983049003

VINEET HADA

AG-54

SHALIMAR BAGH

DELHI

DATE :

18/01/2006

110052

TERM - END EXAM. JUNE 2005

COURSE CODE	CONTINUOUS EVAL.		TERM-END EXAMINATION				OVERALL SCORE		COURSE STATUS	
	MARKS	LG	THEORY MKS. OBT.	TEP MKS. OBT.	TOTAL		MARKS	GRADE		
					MKS. OBT.	LG				
CS-1	9+12=21	A	30	#	30	D	51	C	SC	
CS-2	8+13=21	A	24	9	33	D	54	C	SC	
CS-3	8+13=21	A	31	9	40	C	61	B	SC	
CS-4	8+12=20	A	34	12	46	B	66	B	SC	
CS-5	6+14=20	A	33	#	33	D	53	C	SC	
CS-6	4+ 9=13	C	37	#	37	D	50	C	SC	
CS-7	8+12=20	A	40	#	40	C	60	B	SC	
CS-8	9+12=21	A	33	#	33	D	54	C	SC	
CS-9	7+13=20	A	32	#	32	D	52	C	SC	
CS-10	9+13=22	A	38	#	38	C	60	B	SC	
CS-12	8+14=22	A	43	#	43	C	65	B	SC	
CS-13	9+12=21	A	31	#	31	D	52	C	SC	
CS-14	8+12=20	A	48	#	48	B	68	B	SC	
CS-15	9+13=22	A	30	#	30	D	52	C	SC	
CS-16	7+13=20	A	34	#	34	D	54	C	SC	
CS-17	#	#	41+ 20	#	61	B	61	B	SC	
CS-51	9+13=22	A	34	#	34	D	56	C	SC	
CS-54	9+13=22	A	30	#	30	D	52	C	SC	
# # # # # # # # # #										
** ANY DISCREPANCY IN THE GRADE CARD SHOULD BE BROUGHT TO THE NOTICE OF REGISTRAR (SR&ED) WITHIN 45 DAYS OF THE ISSUE OF THE GRADE CARD										

ADCA SUCCESSFULLY COMPLETED IN JUNE - 2003 WITH  
 MCA SUCCESSFULLY COMPLETED IN JUNE 2005 WITH

669/1200 55.75%  
 1021/1800 56.72%

For Details see overleaf

- SC - Successfully Completed
- NC - Not Completed
- # - Not Applicable
- \* - Not Submitted/Absent/Result Later as the case may be
- MKS. OBT. - Marks Obtained
- TEP - Term-End Practicals

Continuous Evaluation Comprises : CMA, TMA, Project & Practical

REGISTRAR (SR & ED)

ANY DISCREPANCY IN GRADE CARD SHOULD BE BROUGHT TO THE NOTICE OF REGISTRAR (SR&ED) WITHIN 45 DAYS OF ISSUE OF GRADE CARD

## **SCHEME OF ASSESSMENT OF MASTER'S DEGREE IN COMPUTER APPLICATIONS**

1. The contents of the courses in brief are as follows :

<b><u>COURSE CODE</u></b>	<b><u>COURSE TITLE</u></b>
CS-01	Computer Fundamentals
CS-02	Introduction to Software
CS-03	File Structure and Programming in COBOL
CS-04	Data Structure through 'C' and PASCAL
CS-05	Elements of System Analysis and Design
CS-06	Data Base Management Systems
CS-07	Discrete Mathematics
CS-08	Numerical and Statistical Computing
CS-09	Data Communications and Network
CS-10	Software Engineering
CS-51	Operations Research
CS-54	Accounting & Finance on Computers
CS-12	Computer Architecture
CS-13	Operating Systems
CS-14	Intelligent Systems
CS-15	Relational Database Management Systems
CS-16	Object Oriented Systems
CS-17	Project

2. (i) Evaluation for each course covers two aspects :

- a) Continuous evaluation through assignments with a weightage of 25%
- b) Term-end examination having a weightage of 75%. However, for students registered in the year 1994 for course CS-01 to CS-06, the weightage is 30% for continuous evaluation and 70% for term-end examination.

(ii) For courses CS-02, CS-03 and CS-04 registered for in the year 1994, the break up of maximum marks in continuous evaluation, term-end practicals and term and theory exam is 30, 35 and 35 marks respectively, and for later registration the break-up is 25, 15 and 60 marks respectively.

3. All the Assignments and Term-end exams are evaluated on a numerical marking scheme. Any component which has not been attempted would be treated as having a score of 0 (zero) marks. The requirement for passing would be at least 40% in continuous evaluation and 40% in the term-end examinations, with an overall average of 50% for a pass in a course.

4. The result is declared in numerical marks as well as in letter grades on a five-point scale. Percentage range of each letter grade is given below :

<b>Percentage Range of Marks</b>	<b>Letter Grade</b>	<b>Point Grade</b>	<b>Qualitative Level</b>
75% and above	A	5	Excellent
>=60% and <75%	B	4	Very Good
>=50% and <60%	C	3	Good
>=40% and <50%	D	2	Satisfactory
Below 40%	E	1	Unsatisfactory

### **Overall Average**

75% and above  
>=60% and <75%  
>=50% and <60%  
below 50%

### **Division**

First Division with distinction  
First Division  
Second Division  
Unsuccessful

Serial No. 2373.....

Enrolment No. 983049003

इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
INDIRA GANDHI NATIONAL OPEN UNIVERSITY

प्रमाणित किया जाता है कि ..... विनीत हाडा .....  
को नियत अध्ययन-क्रम पूरा कर ..... जून, 2001 ..... की  
परीक्षा उत्तीर्ण करने के उपरांत कम्प्यूटर अनुप्रयोग  
में स्नातक की उपाधि द्वितीय श्रेणी में प्रदान की  
जाती है।

This is to certify that ..... Vinod Hada .....  
having pursued the prescribed course of study and passed  
the examination held in ..... June, 2001 .. is hereby awarded the  
Degree of Bachelor in Computer Applications in Second  
Division.

Vikram Dhamla  
कुलसचिव  
Registrar



A. S.

कुलपति  
Vice-Chancellor

नई दिल्ली New Delhi  
दिनांक Date 25.9.2001



**इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय**  
**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
 STUDENT REGISTRATION & EVALUATION DIVISION  
 Maidan Garhi, New Delhi - 110 068

**BACHELOR'S DEGREE IN COMPUTER APPLICATIONS**

STATEMENT OF MARKS

36601

CERTIFICATE NO.: 0005579

ENROLMENT NO : BCA - 983049003

VINEET HADA  
 AG-54  
 SHALIMAR BAGH  
 DELHI

DATE: 19/10/2001

TERM-END EXAM, JUNE 2001

110052

COURSE CODE	CONTINUOUS EVALUATION						ACE		Term-end Exam						Weightage 30% / 25%			MAX MKS	CRS MKS	CRS. ORD.	CRS. STS.	
	I		II		III		Mks.	Gr.	Mks.	Gr.	Mks.	Gr.	Theory	Practical	ACE	TEE						
	Mks.	Gr.	Mks.	Gr.	Mks.	Gr.	Mks.	Gr.	Mks.	Gr.	Mks.	Gr.	ACE	TEE								
FEG1	52	C	57	B	#	*	57/100	B	56	B	#	*	17	39	50	28	B	SC				
FEG2	82	A	66	B	#	*	82/100	A	52	C	#	*	25	36	50	31	B	SC				
FHS1	66	B	56	B	22	*	61/100	B	41	D	#	*	18	29	100	47	C	SC				
MTE1	89	A	88	A	#	*	89/100	A	36	D	#	*	27	25	50	26	C	SC				
MTE4	67	B	#	#	#	*	67/100	B	68	D	#	*	20	48	25	17	B	SC				
MTE5	58	B	#	#	#	*	58/100	B	36	D	#	*	17	25	25	11	D	SC				
ECD2	79	A	80	A	#	*	80/100	A	54	C	#	*	24	38	50	31	B	SC				
ECD10	65	B	*	#	*	*	65/100	B	46	C	#	*	20	32	50	26	C	SC				
FST1	11	E	49	C	50	A	65/100	B	69	B	#	*	20	48	100	68	B	SC				
ECD4	70	A	76	A	50	A	83/100	A	35	D	#	*	25	25	100	50	C	SC				
CS1	90	A	80	A	#	*	21/25	A	40	D	#	*	21	30	75	38	C	SC				
CS2	80	A	87	A	#	*	21/25	A	40	D	#	*	60	B	21	33	75	41	C	SC		
CB3	80	A	87	A	#	*	21/25	A	52	C	#	*	60	B	21	40	50	31	B	SC		
CB4	80	A	80	A	#	*	20/25	A	57	C	#	*	80	A	20	46	75	50	B	SC		
CS5	60	B	93	A	#	*	20/25	A	44	D	#	*	20	33	75	40	C	SC				
CS6	40	D	60	B	#	*	13/25	C	49	D	#	*	13	37	50	25	C	SC				
CC09	90	A	87	A	#	*	22/25	A	49	D	#	*	22	37	25	15	B	SC				
CC11	90	A	87	A	#	*	22/25	A	40	D	#	*	22	30	50	26	C	SC				
CC16	90	A	87	A	#	*	22/25	A	40	D	#	*	22	30	50	26	C	SC				
CS11	#	*	#	#	#	*	#	#	125	B	#	*	#	#	75	47	P	SC				
TOTAL MARKS OBTAINED																						

DEGREE OF BACHELOR IN COMPUTER APPLICATION SUCCESSFULLY COMPLETED

MAX. MARKS 1200

MARKS OBTAINED 674

DIVISION SECOND DIVISION WITH 54.17%

- \* Not Submitted
- # Not Applicable
- ACE Average Continuous Evaluation
- SC Successfully Completed
- NC Not Successfully Completed
- Mks. Marks

- CT Credit Transfer
- Max. Mks. Maximum Marks
- CRS. GRD. Course Grade
- CRS. STS Courses Status
- CRS. MKS. Course Marks

For Details See Overleaf

MARKS OF TEE ARE OUT OF 100

  
 DIRECTOR (SR & E)

**SCHEME OF ASSESSMENT OF BACHELOR'S DEGREE IN COMPUTER APPLICATIONS :**

#### **I. The programme comprises the following courses :**

Credits		Credits		Credits	
FEG-01	Foundation Course in English	4	CS-05	Elements of System Analysis & Design	6
FEG-02	Foundation Course in English	4		CS-70	TCP-IP Programming
FHS-01	Foundation Course in Humanities & Social Science	8	CS-06	Database Management System	4
			CC-09	Introduction to Internet	2
PST-01	Foundations Course in Sc. & Tech	8	CC-11	Visual Basic	4
MTE-01	Calculus	4	CC-16	Introduction to C++	4
MTE-04	Elementary Algebra	2	CS-11	Project (or Course in lieu thereof)	4
MTE-05	Analytical Geometry	2	CS-60	Foundation Course in Mathematics in Computing	8
ECO-02	Accountancy-I	4	CS-62	'C' Programming & Data Structures	4
ECO-04	Accountancy-II	8	CS-63	Introduction to System Software	4
ECO-10	Elements of Costing	4	CS-64	Introduction to Computer Organisation	4
CS-01	Computer Fundamentals	6	CS-65	Window Programming	2
CS-02	Introduction to Software	6	CS-66	Multimedia	2
CS-03	File Structure & Programming in COBOL	4	CS-67	RDBMS Lab	4
CS-04	Data Structures through 'C' & PASCAL	6	CS-68	Computer Network	4

**Every student is required to successfully complete courses worth 96 Credits for award of Bachelor's Degree in Computer Applications.**



<b>Letter Grade</b>	<b>Qualitative Level</b>	<b>Point Grade</b>	<b>Equivalent % Range of Numerical Marks</b>
A	Excellent	5	75% and Above
B	Very Good	4	60% but less than 75%
C	Good	3	50% but less than 60%
D	Satisfactory	2	40% but less than 50%
E	Unsatisfactory	1	Below 40%

6. Based on the percentage of marks, the Division is awarded as per the range mentioned below:

<u>Percentage marks</u>	<u>Division</u>
75% and Above	I with Distinction
60% or more but less than 75%	I Division
50% or more but less than 60%	II Division
Less than 50%	III Division

# Vineet Hada (ID#51687991)

Name:	Vineet Hada		
Passport No.:	J3160348		
Date of Birth (DD/MM/YYYY):	28/07/1978		
Educational Qualification	Course	Institute	Year of Passing
	Master of Computer Application	Indira Gandhi national Open University	2005
	Bachelor's in Computer Applications	Indira Gandhi national Open University	2001
Expertise in Operating System / Tools & Technology / Languages, etc	Windows 2003 Server, Windows 98, Windows 2010, Linux 9.0, Solaris 6.0		
	Java, J2EE, Struts, Spring, Hibernate, Shell Scripting, Perl Scripting, C++, Ant, Maven, vxm		
	SQL Lite, Oracle 9.0 PHP, HTML, Amazon Web Services, Internet Explorer 11.0, Google Chrome, Mozilla Firefox, Tomcat, WebLogic		
	IBM Clearcase 7.1, Subversion 1.7, TFS 2010, Jenkins 1.6, Rational Rose RT 7, JIRA 6.1, Client proprietary tools, Sonar, Perforce, Bugzilla, IBM Clearquest, CVS		
Details of all external certifications	<ul style="list-style-type: none"> <li>• Microsoft Certified Systems Engineer.</li> <li>• Microsoft Certified Professional.</li> <li>• Certification of Completion in Clearcase Administration &amp; Multisite.</li> <li>• Foundation level certificate in software testing.</li> </ul>		
Overall Experience	<p>Vineet has around <b>fifteen years</b> of experience in IT industry of which <b>four years in Japan and four years in UK</b>. Has <b>twelve plus years</b> of experience in Software Development, Software Configuration Management, Release Management and Operations of software and systems.</p> <p>Worked extensively in <b>DEVOPS, JAVA/J2EE</b> technologies, well versed with <b>WebLogic, WebSphere, Tomcat, Clearcase UCM/Base, Subversion, Team Foundation Server, Continuous Integration</b> (<b>Jenkins/Hudson/CruiseControl/Jenkins Pipeline</b>), <b>TRAC, JIRA, Shell Scripting, Perl Scripting, Perforce, CVS, Dockers</b> and well versed in Setting up and maintaining repositories for Code base. He makes policies for developers/testers to work on repositories.</p>		

Summary of Experience with different Companies		
Employer Name	Roles & Responsibilities	Tenure of association with the company
HCL Axon	<p>Project: <b>DEVOPS</b> for INTEL Linux device driver development</p> <p>Roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Currently working as DevOps Manager and Build/Release Engineer.</li> <li>• Source code control using GIT</li> <li>• Setting up of new projects</li> <li>• Implemented continuous integration using Jenkins</li> <li>• Setting up pipelines using Jenkins.</li> <li>• Using dockers to run container builds.</li> <li>• Setting up the environment for testing and production.</li> <li>• Help resolve the queries raised by developers in a form of ticket.</li> <li>• Reproducibility of releases.</li> <li>• Performing audits of releases.</li> </ul> <p>Tools and Technology used:</p> <ul style="list-style-type: none"> <li>• GIT</li> <li>• Jenkins</li> <li>• KlocWork</li> <li>• Protex</li> <li>• SVN</li> <li>• Perforce</li> <li>• Dockers</li> <li>• Groovy</li> </ul> <p>Duration:</p> <ul style="list-style-type: none"> <li>• 18 Months – till date</li> </ul>	13 <sup>th</sup> June 2017 – Till Date

Tech Mahindra	<p>Project: NPA_AT&amp;T_IPCC CTI IVR (BELL Canada)</p> <p>Roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Project estimation, requirement gathering.</li> <li>• Coding using vxml &amp; java</li> <li>• IVR application support.</li> <li>• Analysis of the specifications provided by the clients.</li> <li>• Leading overall architecture solution and designing for the application.</li> <li>• Leading team on application development and ensuring quality delivery on time.</li> <li>• Coordinated with multiple teams throughout AT&amp;T on design discussions for proper handoff and to ensure smooth interfacing with them.</li> <li>• Worked in water fall model.</li> <li>• Writing scripts for automated deployments.</li> <li>• Source code control using Subversion.</li> <li>• Base lining versions of code.</li> <li>• Branching code streams to allow multiple versions to be worked on concurrently.</li> <li>• Merging code streams to bring together 2 different work streams.</li> <li>• Creating Release notes for all applications being released requires gathering information from JIRA database and updating these record statuses.</li> <li>• Implemented continuous integration using Jenkins and maven</li> <li>• Setting up the environment for testing and production.</li> <li>• Helping in analyzing the issues from customer site.</li> <li>• Writing Method of Procedure (MOP) for live deployments.</li> <li>• Setting up WebLogic servers.</li> </ul>	23 <sup>rd</sup> August 2010 – 9 <sup>th</sup> June 2017
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	<p>Tools and Technology used:</p> <ul style="list-style-type: none"> <li>• Shell Scripting</li> <li>• Java</li> <li>• Hibernate</li> <li>• Struts</li> <li>• JSF</li> <li>• Oracle 11g</li> <li>• WebLogic Server</li> <li>• JIRA</li> <li>• SVN</li> <li>• Jenkins</li> <li>• Maven</li> <li>• RHEL 6.3</li> <li>• Windows 7</li> </ul> <p>Duration:</p> <ul style="list-style-type: none"> <li>• 25 Months</li> </ul>	
	<p>Project: NPA – ITS/UTA – SIP (BT United Kingdom)</p> <p>Roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Configuration Manager and Build/Release Engineer at client side for all legacy systems and new SIP based products.</li> <li>• Creating servers for Session Manager Installation using hypervisor/VMware.</li> <li>• Creating installer using NSIS scripts.</li> <li>• Source code control using Clearcase base/UCM and Subversion.</li> <li>• Setting up of new projects</li> <li>• Base lining versions of code</li> <li>• Branching code streams to allow multiple versions to be worked on concurrently.</li> <li>• Merging code streams to bring together 2 different work streams.</li> <li>• Providing general administration for the ClearCase repository</li> <li>• Using ClearMake scripts to perform builds</li> <li>• Builds using Rational Rose Real time for targets (i.e. Windows, Linux etc.).</li> <li>• Creating Linux package partitions.</li> <li>• Creating an ISO image by including a number of RPM packages for the Linux environment.</li> <li>• Creating Release notes for all applications being released requires gathering information from clearquest database and updating these record statuses.</li> <li>• Implemented continuous integration using Jenkins and maven</li> <li>• Automation of sanity tests done through Jenkins on remote server and report published through mail to all the stakeholders.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Setting up the environment for testing and production.</li> <li>• Helping in analyzing the issues from customer site.</li> <li>• Integrating SVN with JIRA.</li> <li>• Installing third party tools like soft load balancer, Dialogic media server, Nice voice recorder, Verient voice recorder.</li> <li>• Integrating all the third party tools with Session Manager.</li> <li>• Created Installer for Session Manager Installation using shell scripts.</li> </ul> <p><b>Tools and Technology used:</b></p> <ul style="list-style-type: none"> <li>• Shell Scripting</li> <li>• Java</li> <li>• C++</li> <li>• REST API</li> <li>• PostgreSQL</li> <li>• Rhino SDK</li> <li>• Hypervisor/VMware</li> <li>• British Telecom Proprietary tools.</li> <li>• Unix</li> <li>• Windows</li> </ul> <p><b>Duration:</b></p> <ul style="list-style-type: none"> <li>• 55 Months</li> </ul>	
Pyramid Solutions	<p><b>Project:</b> Application Development (Hydrochem USA)</p> <p><b>Roles and responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Setting of Configuration Management practices.</li> <li>• Installing and configuring TFS2010 for Source code management and build release activities.</li> <li>• Patching and upgrading the TFS server.</li> <li>• Making policies for developers/testers to work on repositories.</li> <li>• Participates in SCCB (Software Change Control Board) meetings and understands release content.</li> <li>• Ensures code changes for next release submitted by developers are picked up and merged to main line.</li> <li>• Responsible in the quality analysis of code with QA teams.</li> </ul> <p><b>Tools and Technology used:</b></p> <ul style="list-style-type: none"> <li>• Java</li> <li>• SQL</li> <li>• Visual studio team foundation server 2010</li> </ul>	October 2009 – August 2010

	<ul style="list-style-type: none"> <li>• Wix toolkit</li> <li>• Windows</li> </ul> <p>Duration:</p> <ul style="list-style-type: none"> <li>• 10 Months</li> </ul>	
HCL Technologies	<p>Project: Mobile Development (Sony Ericsson, Japan)</p> <p>Roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Setting up of SVN/TRAC repositories.</li> <li>• Ensures code changes for next release submitted by developers are picked up and merged to main line.</li> <li>• Builds the application, verifies build logs and if build fails, works with developers to fix the build</li> <li>• Runs Integration/Smoke tests on the successful build.</li> <li>• If smoke test succeeds creates new baseline / label and communicates the changes in the latest baseline to the team.</li> <li>• Create build scripts using make</li> <li>• Analyze Software behavior</li> <li>• Define Test Cases that elicit the product behavior</li> <li>• Document Software Issues (Bug, defect, or problem)</li> <li>• Perform Black box, Ad-Hoc Testing</li> </ul> <p>Tools and Technology used:</p> <ul style="list-style-type: none"> <li>• Shell Scripting</li> <li>• Java</li> <li>• Perl Scripting</li> <li>• SQL</li> <li>• Clearcase</li> <li>• Clearquest</li> <li>• Proprietary tools of SonyEricsson (DeliveryWeb, Configuration Management Environment, BRAT)</li> <li>• Unix</li> <li>• Windows</li> </ul> <p>Duration:</p> <ul style="list-style-type: none"> <li>• 57 Months</li> </ul>	December 2004 – September 2009

Hughes Software Systems	<p><b>Project:</b> Satellite Mobile Development (Thuraya, Inmarsat)</p> <p><b>Roles and responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Code Management: Version Control, Workspace Management, Build Management, and Process Control using ClearCase.</li> <li>• Maintaining Source Code Database in Parallel Development Environment using ClearCase Multisite.</li> <li>• Build Management: Have been responsible in CM release build and management using ClearMake.</li> <li>• Performing CM Audits according to the Quality.</li> <li>• CM Sanity Testing: Analyze Software behavior, Document Software Issues (Bug, defect, or problem), Evaluate and Report Test Results</li> </ul> <p><b>Tools and Technology used:</b></p> <ul style="list-style-type: none"> <li>• Shell Scripting</li> <li>• Perl Scripting</li> <li>• SQL</li> <li>• Clearcase</li> <li>• Clearquest</li> <li>• Unix</li> <li>• Windows</li> </ul> <p><b>Duration:</b></p> <ul style="list-style-type: none"> <li>• 19 Months</li> </ul>	December 2004 – September 2009
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# PASSPORT

भारत गणराज्य REPUBLIC OF INDIA

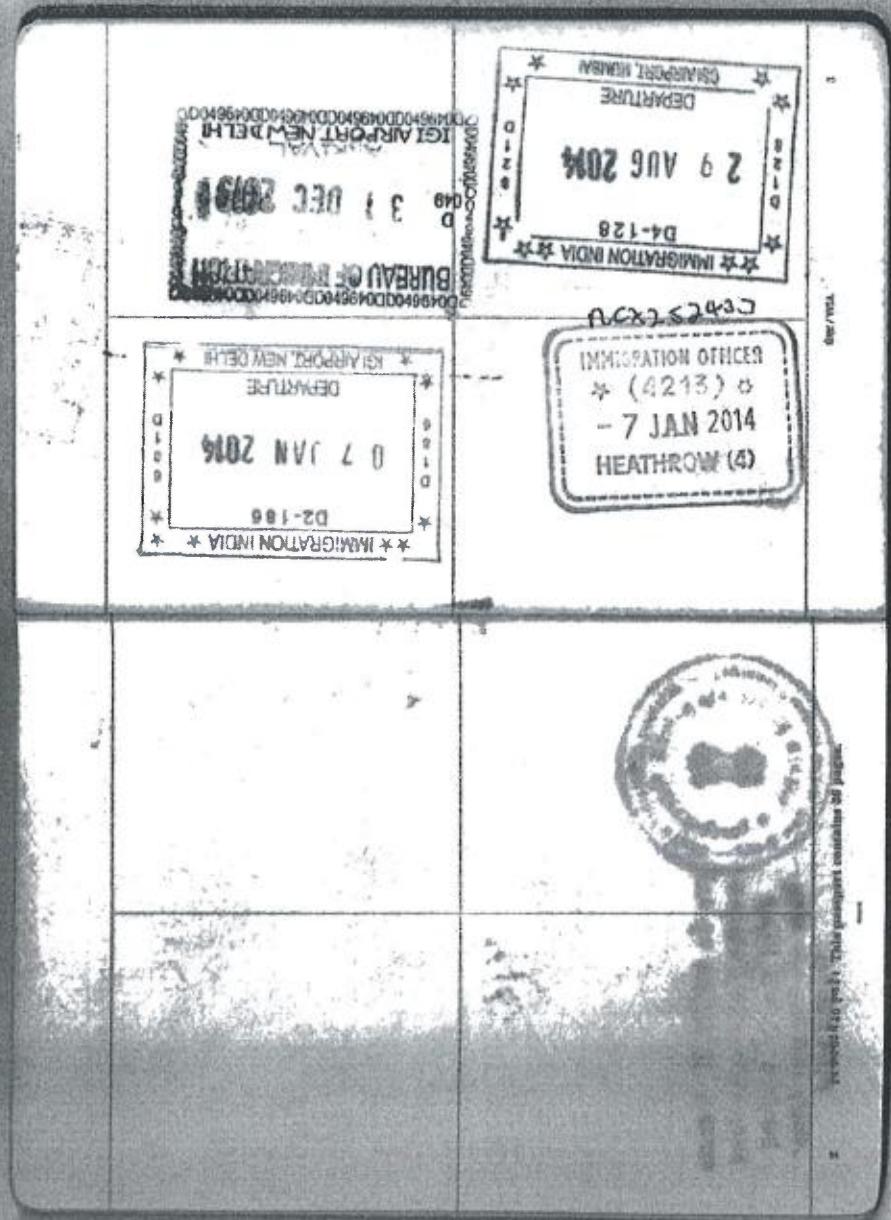


THESE ARE TO REQUEST AND  
REQUIRE IN THE NAME OF THE  
PRESIDENT OF THE REPUBLIC  
OF INDIA ALL THOSE WHO CAN IT  
MAY CONCERN TO ALLOW THE  
BELLER TO PASS FREELY  
WITHOUT LET OR HINDRANCE  
AND TO AFFORD HIM OR HER  
EVERY ASSISTANCE AND  
PROTECTION OF WHICH HE OR

BY ORDER OF THE PRESIDENT  
OF THE REPUBLIC OF INDIA

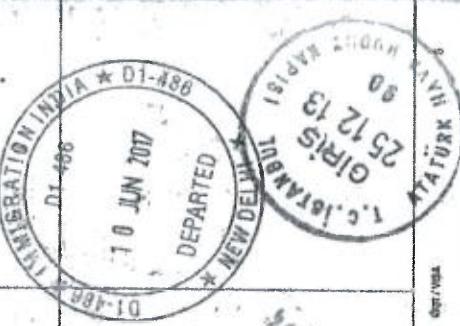
**भारत गणराज्य REPUBLIC OF INDIA**

Photo / Type		Name / Country Code		ISSUE No. / Passport No.	
<b>P</b>		<b>IND</b>		<b>J 3160348</b>	
प्राप्तकर्ता / Surname <b>HADA</b>					
दिया नाम / Given Name(s) <b>VINEET</b>					
वास्तुकर्ता / Nationality <b>INDIAN</b>		लिंग / Sex <b>M</b>		जन्मतिथि / Date of Birth <b>28/07/1978</b>	
जन्म स्थान / Place of Birth <b>DELHI</b>					
उपरी प्राप्ति का स्थान / Place of Issue <b>DELHI</b>					
उपरी प्राप्ति की तिथि / Date of Issue <b>10/09/2010</b>		उपरी प्राप्ति की तिथि / Date of Expiry <b>09/09/2020</b>			



2954

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at the Embassy of the Kingdom of the Netherlands in London	
Type of visa:	A/E C/D



dept/visa

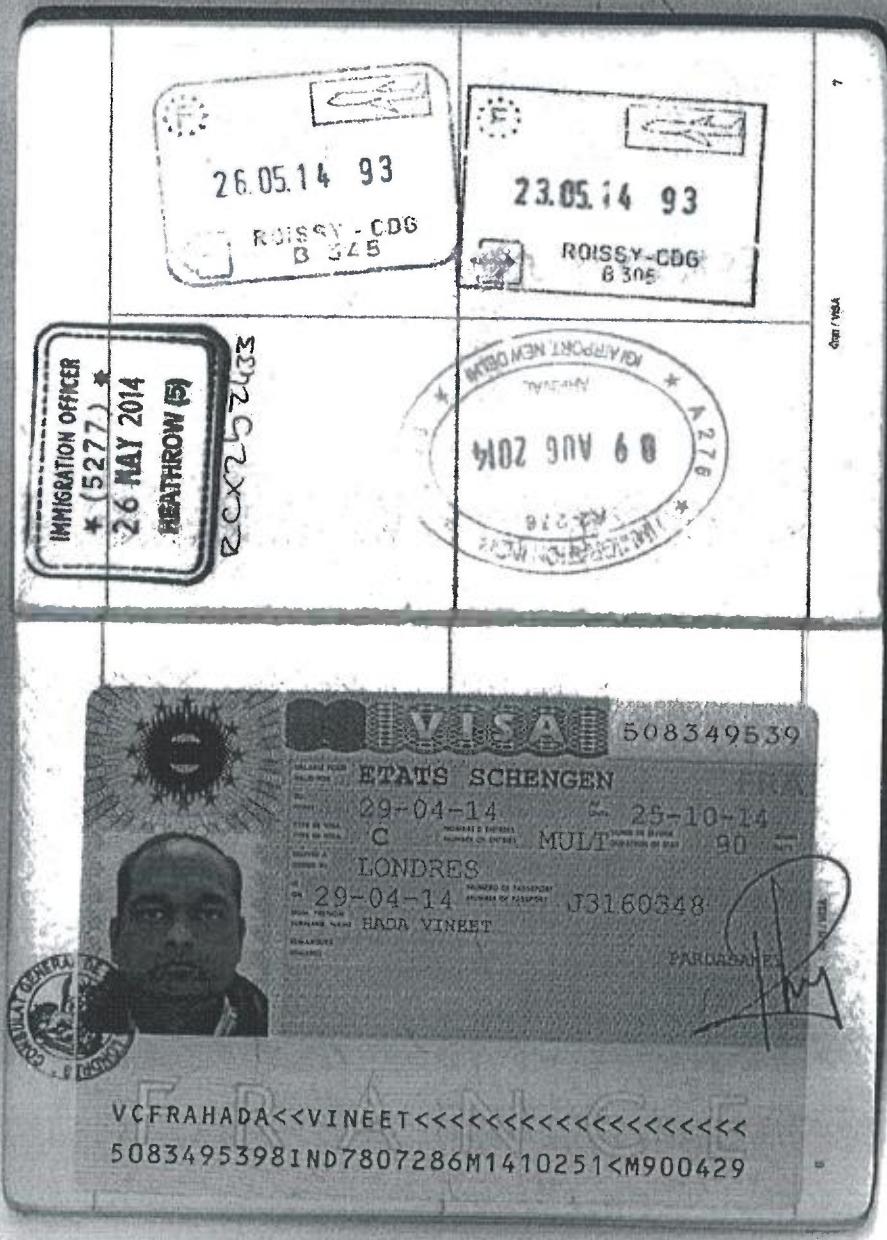
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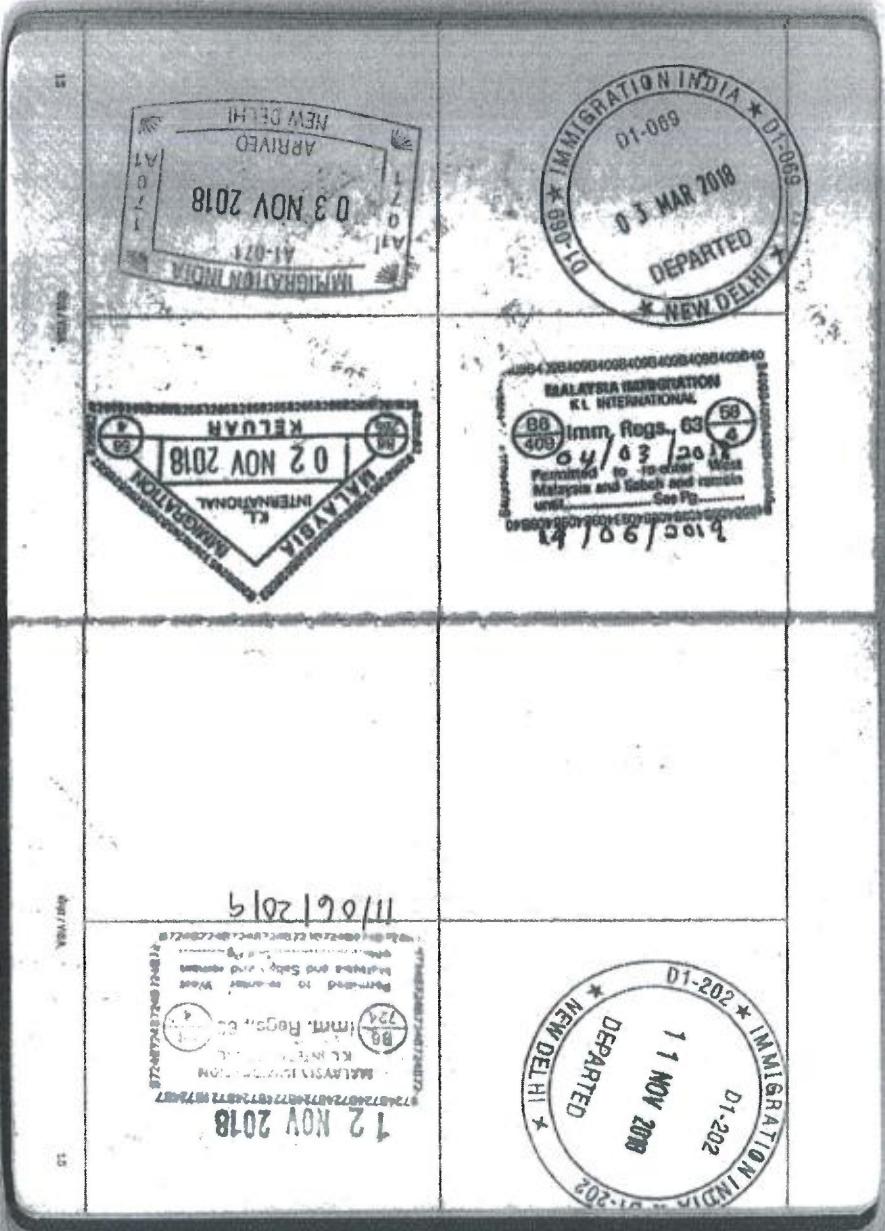
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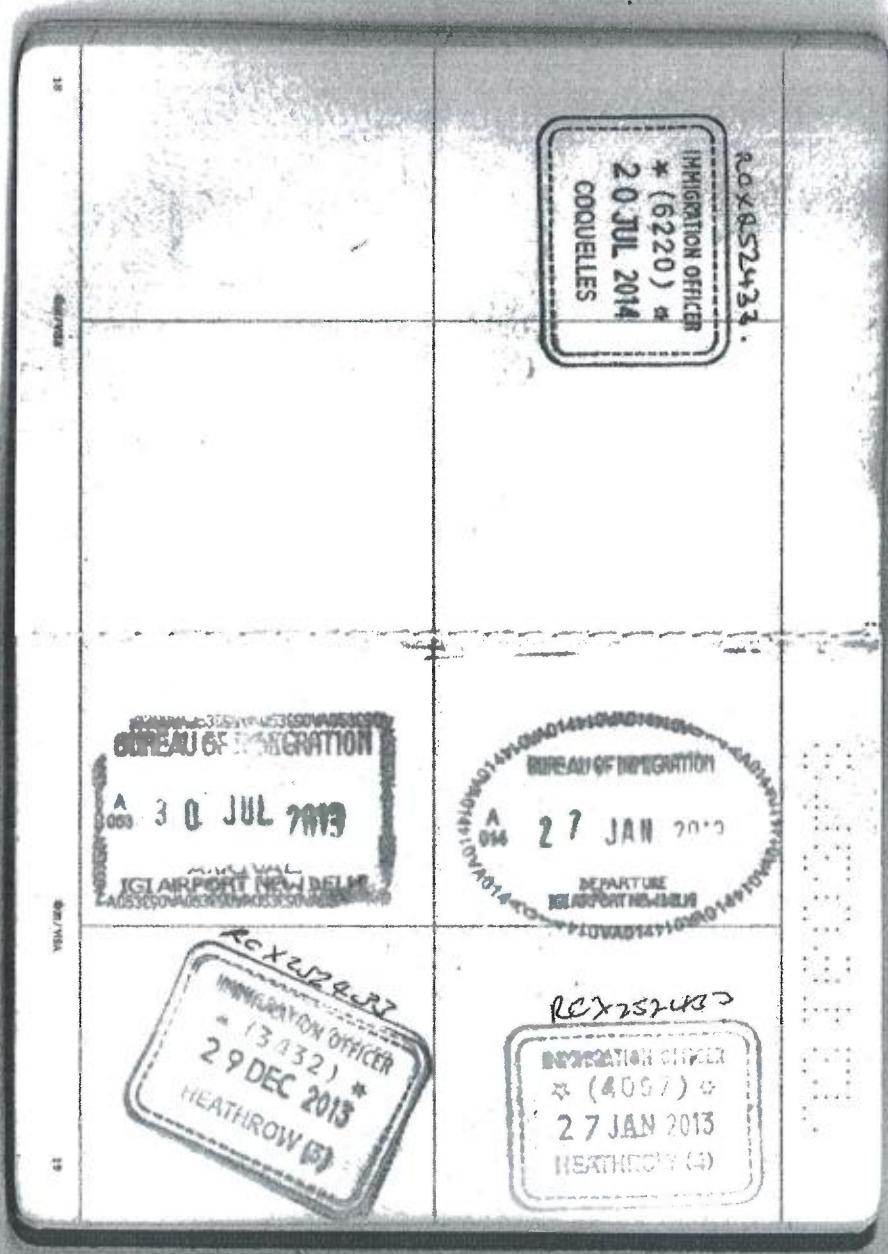
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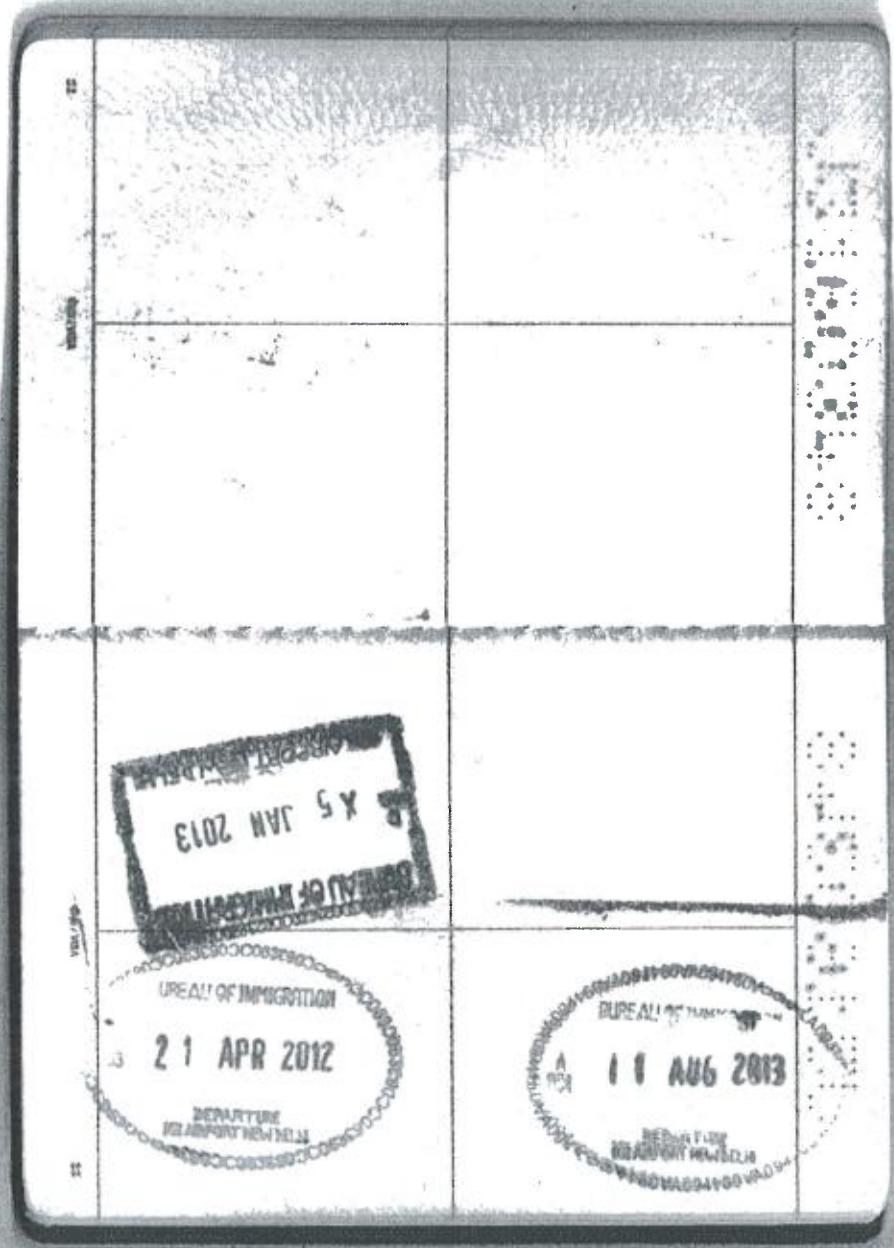




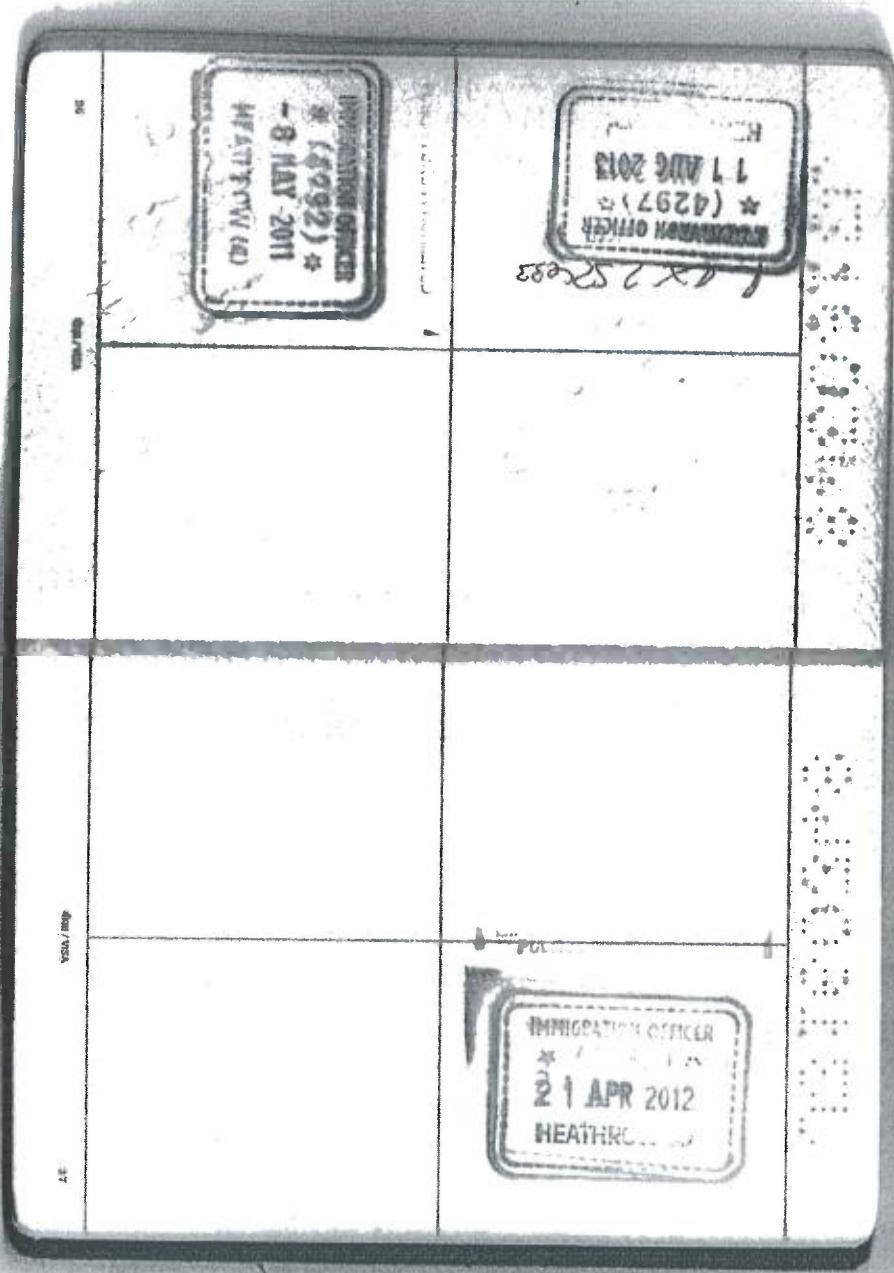


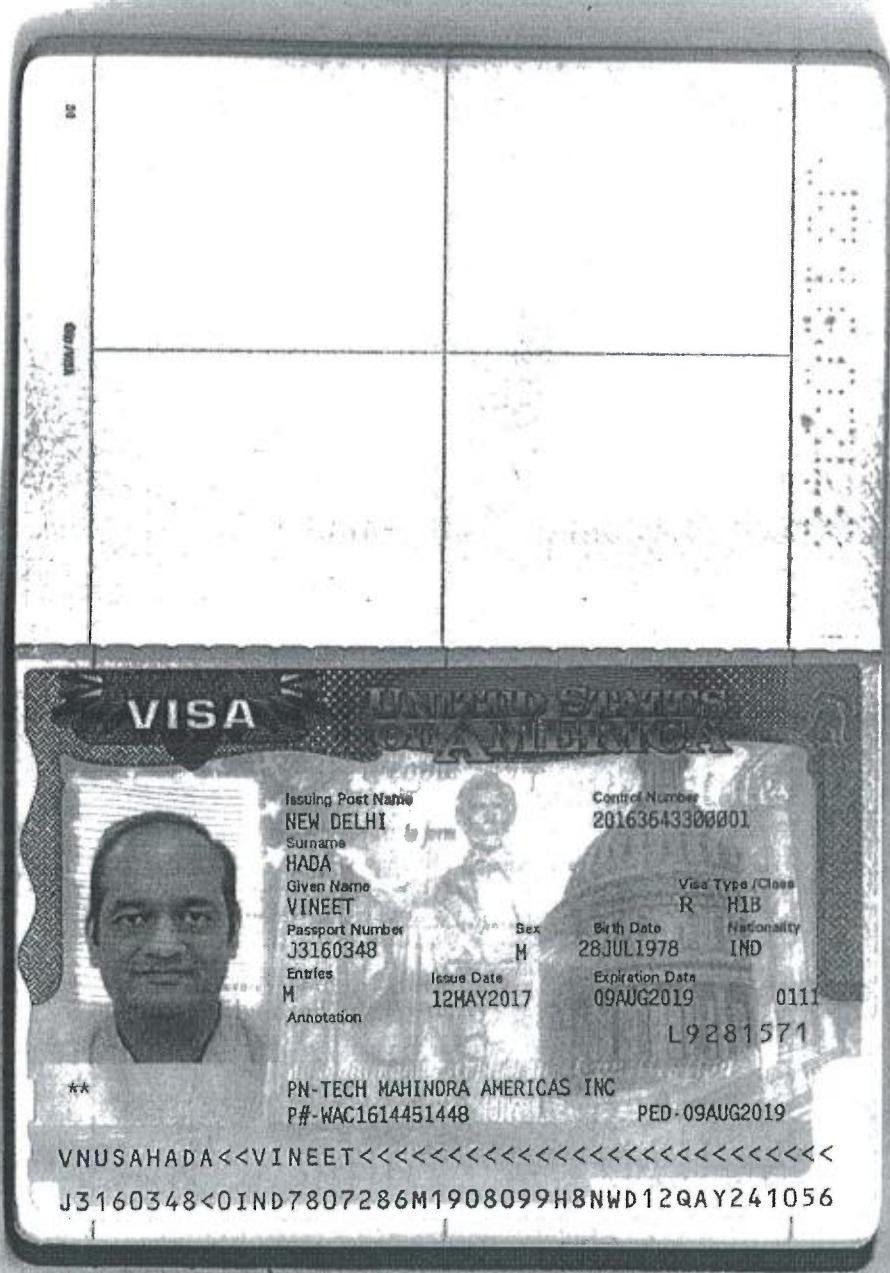












विद्यार्थी ने ऐसे यात्रा करना चाहता है कि वे विद्यार्थी मात्रीय विद्यार्थी बनने से अपना पर्याप्तता प्राप्त करें।

INDIAN CITIZENS RESIDENT ABROAD ABS

THEIRSELVES AT THE NEAREST INDIAN MISSION POST.

848

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY THE HOLDER FROM A PASSPORT AUTHORITY EXCLUDING THIS PASSPORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH IMMEDIATELY.

THIS PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. THIS SHOULD BE IN THE CUSTODY WRITER OF THE HOLDER OR ON A PERSON AUTHORIZED BY THE HOLDER. IT MAY NOT BE ALTERED OR MUTILATED IN ANY WAY.

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पिता / वयस्त्री का नाम या वापर / Name of Father / Legal Guardian

PRAKASH CHAND HADA

**मातृ का नाम / Name of Mother**

**INDIRA HADA**

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पता / Address

**NEW BEULAH 642885**

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DELHI

新編國語辭典

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प्रत्येक विद्युतीय वाहन पर यह स्लिप लागवाला रहे।  
**(स्लिप नहीं)**  
INFORMATION CLEARANCE NOT REQUIRED  
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14-10001 PAPER & OTHER  
MATERIALS N.Y. & D.C.

**Regional Report Office**  
Khartoum, Sudan

THE NEW YORK TIMES

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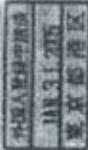
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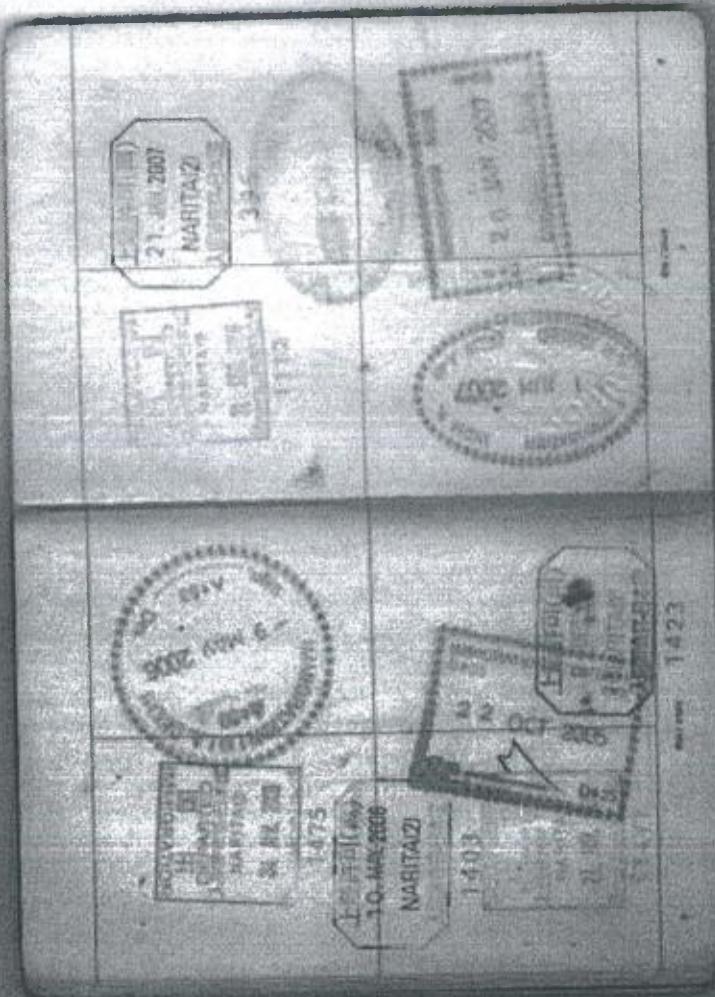
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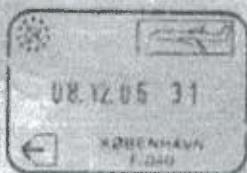
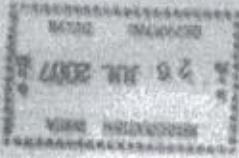
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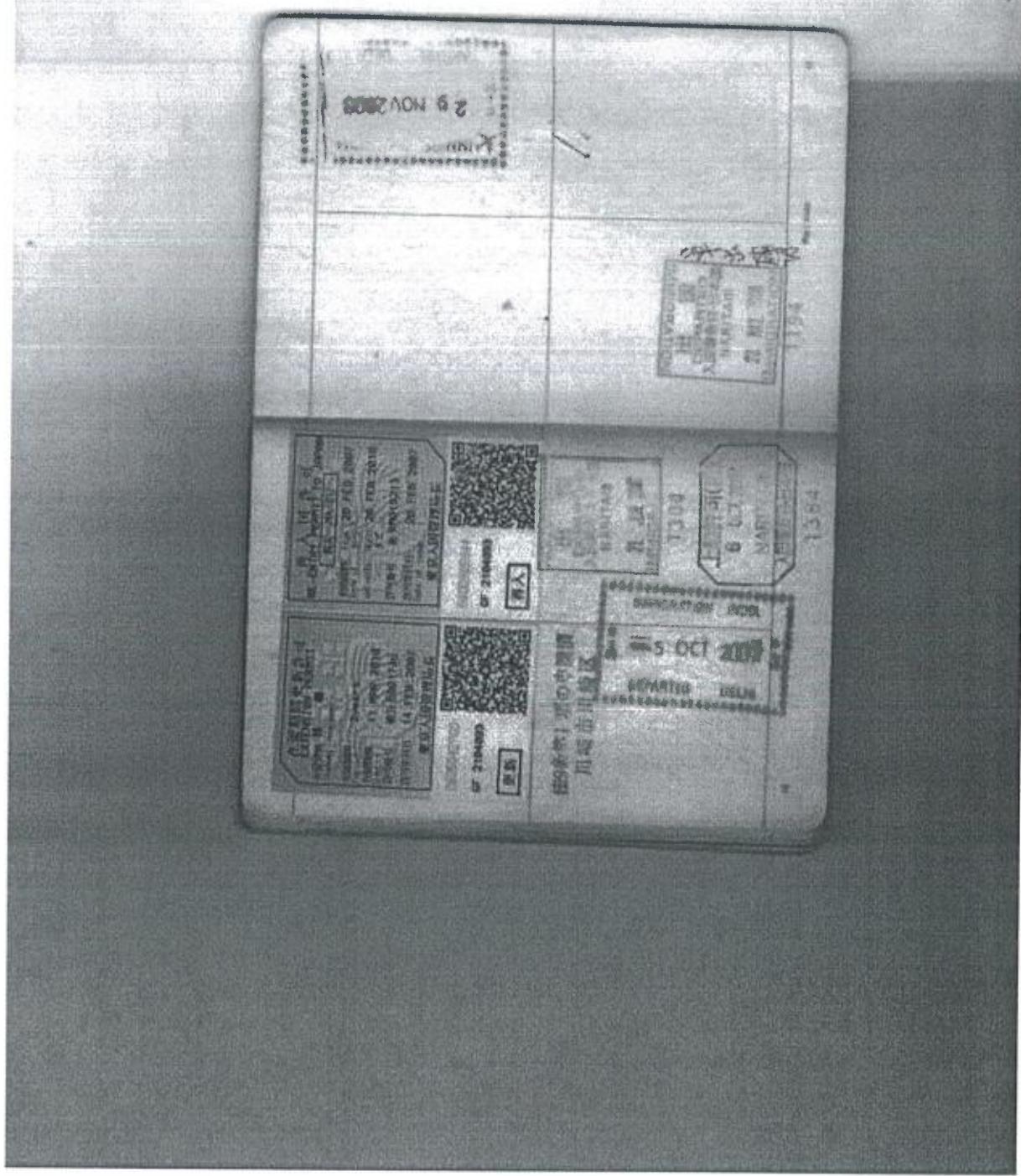
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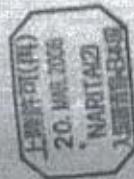
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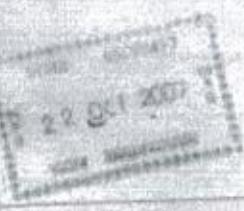
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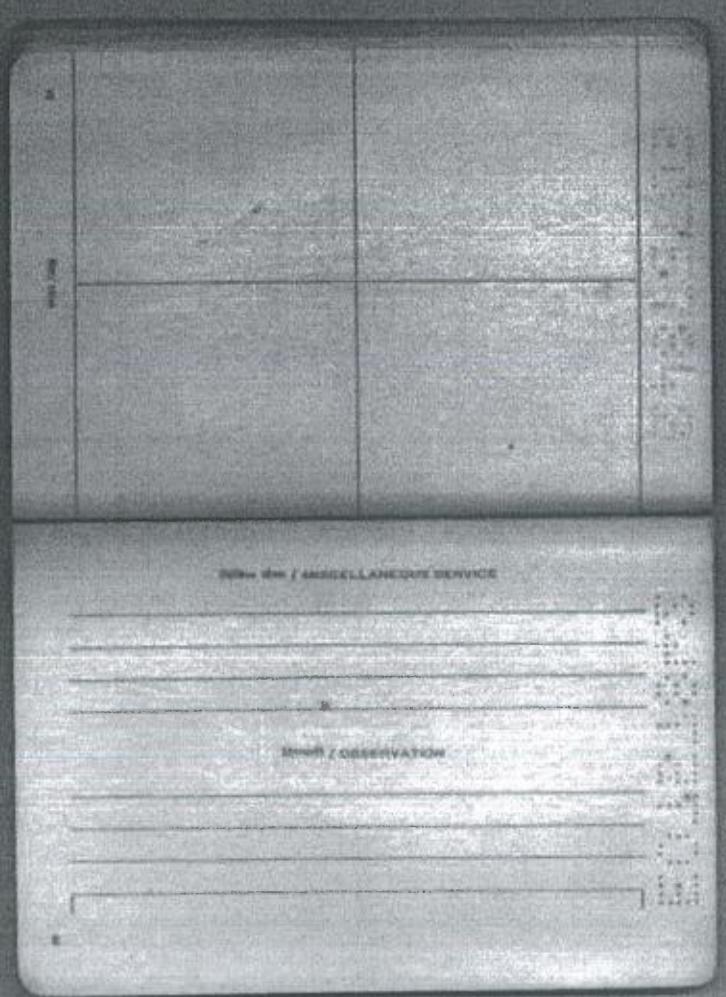
CHINESE VISA

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EF0757842  
Y. HADA

06MAR2008  
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**PRAKASH CHAND HADA**

**INDIRA HADA**

**AG-54, SHALIMAR BAGH  
NEW DELHI-110065**

**DLHC00128002**

69558

I-797B, Notice of Action



RECEIPT NUMBER WAC-16-144-51448		CASE TYPE I129 PETITION FOR A NONIMMIGRANT WORKER	
RECEIPT DATE April 23, 2016	PRIORITY DATE	PETITIONER TECH MAHINDRA AMERICAS INC 09/24/2016	
NOTICE DATE July 12, 2016	PAGE 1 of 2	BENEFICIARY HADA, VINEET	
TECH MAHINDRA AMERICAS INC C/O ULPA SHUKLA OPERATIONS MGR 1001 DURHAM AVE STE 101 SOUTH PLAINFIELD NJ 07080		Notice Type: Approval Notice Class: H1B Valid from 10/01/2016 to 08/09/2019 Consulate: NEW DELHI	

The above petition has been approved, and notification has been sent to the listed consulate. You may also send the tear-off bottom part of this notice to the worker(s) to show the approval. Please contact the consulate with any questions about visa issuance. THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

Petition approval does not authorize employment or training. When the workers are granted status upon admission to the United States, they can then work for the petitioner, but only as detailed in the petition and for the period authorized. Please contact the IRS with any questions about tax withholding.

If circumstances change, the petitioner can file Form I-824 to have us notify another consulate of this approval. If any of the workers are already in the U.S. the petitioner can file a new Form I-129 to seek to change or extend their status based on this petition. Changes in employment or training may also require a new petition. Include a copy of this notice with any other required documentation.

If any of the worker(s) included in this petition do not actually enter the United States, and substitutions of different workers are not made, the petitioner must notify this office so the allocated nonimmigrant visa numbers can be re-used.

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status.

Number of workers: 1 .

Name  
HADA, VINEET

DOB COB  
07/28/1978 INDIA

Class Consulate / POE OCC  
H1B NEW DELHI 039

The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO).

Please see the additional information on the back. You will be notified separately about any other cases you filed.  
USCIS

CALIFORNIA SERVICE CENTER

P. O. BOX 30111

LAGUNA NIGUEL CA 92690-0111

Customer Service Telephone: (800) 375-5283  
Form I797B (Rev. 10/31/05)N



Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

Receipt #: WAC-16-144-51448

Case Type: I129

Notice Date: July 12, 2016

Petitioner: TECH MAHINDRA AMERICAS INC

Petitioner Validity Dates: Valid from 10/01/2016 to 08/09/2019 Number of Workers: 1

Name

DOB COB

Class Consulate / POE OCC

HADA, VINEET

07/28/1978 INDIA

H1B NEW DELHI 039

THE UNITED STATES OF AMERICA

RECEIPT NUMBER WAC-16-144-51448		CASE TYPE I129 PETITION FOR A NONIMMIGRANT WORKER
RECEIPT DATE April 23, 2016	PRIORITY DATE	PETITIONER TECH MAHINDRA AMERICAS INC
NOTICE DATE July 12, 2016	PAGE 2 of 2	BENEFICIARY HADA, VINEET

(continued)

at the Small Business Administration. The OMB assists small businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the OMB at [www.ombudsman.sba.gov](http://www.ombudsman.sba.gov) or phone 202-205-2417 or fax 202-461-5719.

NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to, the review of public information and records, contact by correspondence, the internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.

Please see the additional information on the back. You will be notified separately about any other cases you filed.  
USCIS

CALIFORNIA SERVICE CENTER

P. O. BOX 30111

LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I-797B (Rev. 10/31/05)N



Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

**VOID**

# CLIENT ENGAGEMENT

**Confidential Treatment Requested.** HCL America, Inc. requests confidential treatment of this letter and the documents voluntarily enclosed herewith under the Freedom of Information Act, 5 U.S.C. § 552, as amended ("FOIA"). The voluntarily produced documents contain trade secrets and commercial or financial information that are confidential. 5 U.S.C. § 552(b)(4). Thus, this letter and the voluntarily enclosed documents may not be disclosed to third parties. If U.S. Citizenship and Immigration Services ("Services") determine that this letter and/or the voluntarily enclosed documents are subject to disclosure, HCL America, Inc. requests notice to counsel under Executive Order 12,600, 52 Fed. Reg. 23781 (June 23, 1987) and 6 C.F.R. § 5.7. In any event, the Services must protect the personal privacy interests of the employees named in this letter and the voluntarily enclosed documents under 5 U.S.C. § 552(b)(6).

## PURCHASE AGREEMENT

Agreement #: CMC2006831

Effective Date: 15-July-2019

Expiration Date: 30-Jun-2019

CNDAs#: 97579615

BUYER: Intel Corporation and all Intel subsidiaries and affiliates, hereinafter "Buyer" or "Intel".

SUPPLIER (and all subsidiaries and affiliates, herein after "Supplier"): iCL America, Inc.

Addenda attached hereto and incorporated herein by reference (Mark "x" where applicable):

- Terms and Conditions of Purchase  
 Description, Price Schedule and Statement of Work  
 Performance Standards  
 Protection of Buyer's Assets Addendum

Buyer may purchase and/or license Deliverables and Supplier shall provide the Deliverables as described in this Agreement, at prices specified, and in accordance with the performance standards and quality requirements of the Terms and Conditions of this Agreement. All Purchase Orders issued to Supplier by Buyer during the term of this Agreement shall be governed only by the Terms and Conditions of this Agreement notwithstanding any preprinted terms and conditions on Supplier's acknowledgement or Buyer's Purchase Order. Any additional or different terms in Supplier's documents are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given. When Buyer is a subsidiary or affiliate of Intel Corporation, the obligations of the parties run between such subsidiary and affiliate and the Supplier, and not between Intel Corporation and the Supplier.

INTEL

Signature \_\_\_\_\_  
  
 Printed Name: Gary Hatch

Title: Sr. Director

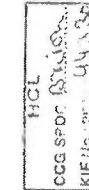
Date: 12-Jul-2016

iCL America, Inc.

Signature \_\_\_\_\_  
  
 Printed Name: Charlie Stevenson

Title: Sr. Director

Date: 13-Jul-2016



CONFIDENTIAL

Revised 11/4/2015

## TERMS AND CONDITIONS OF PURCHASE AGREEMENT

## 1. DEFINITIONS

- 1.1 "Agreement" means this Purchase Agreement, including the statement of work, performance guarantees, addendums and amendments thereto.
- 1.2 "Contractor(s)" refers to Supplier's employees or subcontractors providing Services to Buyer under this Agreement.
- 1.3 "Copyrights" means all copyrights worldwide arising under statutory or common law, including without limitation copyright registrations, copyright registrations, and any analogous right.
- 1.4 "Deliverables" means my deliverables, items, New Developments, Services, and/or software purchased and/or licensed as part of this Agreement. Any Deliverable that is custom made for Buyer shall be indicated by an asterisk (\*) on Addendum A.
- 1.5 "Department Supervisor" means Buyer's management personnel responsible for managing the completion of the Services as specified under a Scope of Work (SOW).
- 1.6 "Direct Cost Savings" are those cost savings that are associated with service discounts provided to Buyer.
- 1.7 "Direct Labor Rate (DLR)" is the hourly wage for the Contractor paid to the Supplier and is not burdened with any other additional costs, fees, or expenses.
- 1.8 "Hazardous Materials" means or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, EU or other international law, regulations, and standards.
- 1.9 "Indirect Cost Savings" are the quantified worth of service embellishments provided to Buyer, and should be based on what the Supplier would normally charge for such embellishments.
- 1.10 "Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law, including without limitation Copyrights, Moral Rights, Trade Secret Rights, Trademark Rights and any analogous right.
- 1.11 "IAMS" means the goods, and/or software, that Supplier is to provide to Buyer as set forth within the Agreement.
- 1.12 "Mask Work Rights" means all mask work rights worldwide arising under statutory or common law, including without limitation mask work registrations, and any analogous right.
- 1.13 "Moral Rights" means all rights of attribution worldwide arising under statutory or common law, including without limitation rights that may be known as "moral rights," "artist rights," "droit moral" and any analogous right.
- 1.14 "New Developments" means any Technology developed, conceived, obtained, or created by Supplier or its subcontractors (solely or in collaboration with others) under this Agreement with funding, engineering resources, or confidential information provided by Buyer. New Developments do not include any Supplier Background Technology.
- 1.15 "New Development Documentation" means any information and documents, including, but not limited to, drawings, schematics, works of authorship and instructions, relating to New Developments.
- 1.16 "Patent Rights" means all patent rights worldwide, arising under statutory or common law from all classes of types or patents (including, without limitation, original, divisional, continuations, continuations-in-part, extensions or reissues), and applications for these classes or types of patent rights.
- 1.17 "Purchase Order" is Buyer's document setting forth specific Deliverables to be rendered and/or specific line Deliverables ordered, and SOW Information.
- 1.18 "Service(s)" mean any work to be performed by Supplier as set forth and described in Addendum A.
- 1.19 "Statement of Work" (SOW) means a written document describing the Services to be performed by Supplier under this Agreement as set forth in Addendum A or another document executing by the parties covering such Services and referencing this Agreement.
- 1.20 "Supplier Background Technology" means any Technology that Supplier developed, conceived, obtained, licensed, or acquired prior to the Effective Date of this Agreement, or that Supplier develops, conceives, obtains, licenses, or acquires independently of this Agreement. Supplier Background Technology does not include any New Developments.
- 1.21 "Technology" means all know-how, information, ideas, inventions, modifications, prototypes, tools, other tangible embodiments, and works of authorship, including, without limitation, compilations, schematics, documentation, and presentations.
- 1.22 "Trademark Rights" means all trademark rights worldwide arising under statutory or common law, including without limitation trademarks, trade names, service marks, trade dressings or other forms of corporate or product identity.

Reviewed 11/4/2015

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**AMENDMENT # 1 to  
PURCHASE AGREEMENT  
between  
INTEL CORPORATION  
and  
HCL America Inc.  
INTEL AGREEMENT NUMBER: Agreement # CW20068331**

Amendment Effective Date: July 25, 2016

WHEREAS, Intel and HCL America Inc. have entered into a Purchase Agreement, Intel Contract No. CW20068331, hereinafter called "Agreement" dated July 15, 2016; and

WHEREAS, both parties wish to amend the Agreement as described in this Amendment.

THEREFORE, for valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

**1. PRE-ESTABLISHED TERMS**

All terms and conditions of the Agreement remain in full force and effect and apply to this Amendment, unless specifically modified below.

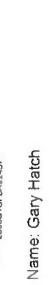
**2. AGREEMENT MODIFICATION**

Added Product Engineering Rate structure under Addendum A "DESCRIPTION RATES AND STATEMENT OF WORK (ADDENDUM)". Exhibit A attached to this Amendment shall be deemed to be incorporated as 2.1 under Addendum A of the Agreement.

**AGREED:**

INTEL

HCL America, Inc.  
*Printed Name: Gary Hatch*  
Signature:   
Designated by: *Gary Hatch*  
2560B1B7F8103457

*Printed Name: Chadis Stevenson*  
Signature:   
Designated by: *Chadis Stevenson*  
3C60BA36A343EB

Title: Sourcing Manager

Date: August 5<sup>th</sup>, 2016

HCL USCOG APPROVED: Brian Diaz  
KIF ID: 47190

**Exhibit A:**

**2.1 Product Engineering Rate Structure**

**Tier 1 : (0-2 s Tier 2 : (2-4 s , Tier 3 4-7 s , Tier 4 7-9 yrs), Tier 5 (9+)**

- HCL will bill 10% premium over the USA rates for California.

Skill set	US Tier 1	US Tier 2	US Tier 3	US Tier 4	US Tier 5
Software Analyst/Designer	\$40.21	\$56.67	\$66.30	\$75.06	\$82.48
Software Validation Engineer	\$39.15	\$54.58	\$65.31	\$73.40	\$80.64
Software Test & Quality Engineer	\$ 37	\$ 55	\$ 65	\$ 73	TBD
Physical Design (SOC+ASIC+FPGA) Engineer	\$43.28	\$61.72	\$74.18	\$77.46	\$83.70
Silicon Validation Engineer	\$ 41	\$ 60	\$ 68	\$ 73	TBD
Platform/System Design Engineer	\$ 43	\$ 60	\$ 71	\$ 78	TBD
Platform/System Validation Engineer	\$ 39	\$ 60	\$ 67	\$ 74	TBD
Device Driver Developer	\$ 41	\$ 59	\$ 69	\$ 78	TBD
Mask Design Engineer	\$43.28	\$61.72	\$73.75	\$76.53	\$82.94
RTL/DFX/Analog/Mixed Signal Engineer	\$ 43	\$ 60	\$ 71	\$ 78	TBD

Skill set	Germany Tier 1	Germany Tier 2	Germany Tier 3	Germany Tier 4	Germany Tier 5
Software Analyst/Designer	\$ 53	\$ 65	\$ 70	\$ 78	
Software Validation Engineer	\$ 51	\$ 63	\$ 68	\$ 76	
Software Test & Quality Engineer	\$ 49	\$ 61	\$ 66	\$ 73	
Physical Design (SOC+ASIC+FPGA) Engineer	\$ 51	\$ 64	\$ 72	\$ 78	
Silicon Validation Engineer	\$ 51	\$ 63	\$ 68	\$ 76	
Platform/System Design Engineer	\$ 51	\$ 63	\$ 68	\$ 76	
Platform/System Validation Engineer	\$ 51	\$ 63	\$ 68	\$ 76	
Device Driver Developer	\$ 51	\$ 64	\$ 72	\$ 79	
Mask Design Engineer	\$ 51	\$ 62	\$ 65	\$ 72	
RTL/DFX/Analog/Mixed Signal Engineer	\$ 51	\$ 64	\$ 72	\$ 78	

Skill set	China Tier 1	China Tier 2	China Tier 3	China Tier 4	China Tier 5
Software Analyst/Designer	\$ 21	\$ 27	\$ 30	\$ 36	
Software Validation Engineer	\$ 19	\$ 21	\$ 26	\$ 32	
Software Test & Quality Engineer	\$ 17	\$ 20	\$ 23	\$ 28	
Physical Design (SOC+ASIC+FPGA)	\$ 19	\$ 20	\$ 25	\$ 41	
Silicon Validation Engineer	\$ 18	\$ 28	\$ 34	\$ 39	
Platform/System Design Engineer	\$ 18	\$ 27	\$ 33	\$ 38	
Platform/System Validation Engineer	\$ 17	\$ 26	\$ 32	\$ 36	

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# **COMPANY DOCUMENTS**

**BUILDING ENTERPRISES FOR  
THE DIGITAL AGE WITH  
MODE 1-2-3 STRATEGY**

**ANNUAL REPORT 2017 - 18**

**END OF PETITION**