



## OPTUM GLOBAL SOLUTIONS (INDIA) PVT. LTD. INTERNSHIP PROGRAM 2020

The Company and the Intern defined hereinafter have agreed on the following terms and conditions of internship: -

### PARTIES TO THE PROGRAM OF INTERNSHIP

This internship assignment ("Internship / Internship Program") has been made and executed by and between:

Optum Global Solutions (India) Pvt. Ltd. (erstwhile known as QSSI Technologies India Pvt. Ltd.), a company incorporated in accordance with the provisions of the Indian Companies Act, 1956 and having its registered office at 5th, 6th & 7th Office Level, Building No. 14, Sundew Properties SEZ (MindSpace), APJIC Layout, Survey No. 64 (part), Hi-Tech City, Madhapur, Hyderabad, Telangana - 500081 (hereinafter referred to as the "Company"); and

Mr. Shruti Umat, D/o of Mr. Mr. Sanjiv Umat residing at 179 Radio Colony, Opposite Shiv Temple, Indore, Madhya Pradesh, 452001 (hereinafter referred to as "the Intern")

The Company and the Intern shall hereinafter be individually referred to as Party and collectively as Parties.

The Internship Program shall be governed and subject to the following terms and conditions:

1. The Internship Program shall commence on 3rd June 2020. 2 months and Internship will be extendable in case Company and the Intern mutually agree. However, Company can at its sole discretion decrease the duration of the internship, without any liability. The Parties expressly acknowledge and agree that the Company is not under any obligation to either make any commitments to any minimum utilization of any Intern or offer employment to the Intern after expiry/termination of the Internship duration. The Intern agrees, understands and acknowledges that there is no guarantee / promise / representation, either explicit or implicit, of any nature, by or on the part of the Company to offer the Intern any future employment with the Company and nothing herein contained shall give rise to any claim / right on the Intern's part to regular or other employment with the Company, either now or in future.
2. The Intern agrees, understands and acknowledges that the clear intention on the part of the Company is to impart training to the Intern and on the Intern's part, to receive such training / learning. The Intern agrees and understands that he/she is engaged solely for the purposes of learning the skills.
3. The Intern agrees, understands and acknowledges that he/she shall be a trainee and not an employee and as such the provisions of any law with respect to labour, employee or related shall not apply to or in relation to such Intern and that the Intern shall not be entitled to any benefits provided to the employees of the Company.
4. Company may at any time during the duration of the Internship require the Intern to conduct/ perform such assignments including but not limited to theoretical studies/findings, market analysis & strategies, benchmarking activities/studies etc. as specified by the designated personnel of the Company (hereinafter referred to as "Assignments").
5. Interns shall be required to come to the designated office of the Company. The Intern may also be required to travel for the ordinary performance of the Assignments. In such cases Company, if permitted by the Company in writing, shall reimburse the Intern reasonable travel costs provided, however, always that the Intern has furnished the Company with the original receipts of such travel costs, and provided that the Company has accepted such costs and expenditure beforehand in writing.
6. The Intern must behave in a disciplined and professional manner at all times during the course of their Internship, and work with all due care and diligence and to the best of his/her ability and Company's standards. The Intern will not take part directly or indirectly in any action which might potentially cause damage to the reputation and goodwill of the Company, or to a customer of the Company.





7. Intern shall not disclose to third parties nor use for any purpose other than for the purpose of completion of an Assignment pursuant to this Internship, any information received from the Company relating to the Company's interests, secrets, or products, past, present or future in whatever form without the prior written permission of the Company. Intern shall not take or remove from the Company premises without prior authorization in writing any original or copied material including any document, specification, drawing, diagram, plan, list, magnetic medium or any article. Further, Intern shall execute the Non Disclosure Agreement which is annexed to this Letter.
8. Subject to satisfactory performance of the Intern, a monthly stipend amount of INR 35000 shall be paid by the Company and further, certificate on completion of the Internship shall be issued. If an Intern fails to complete their Internship or Assignment to the satisfaction of the Company, the certificate will not be issued by the Company. Intern shall not be entitled to any benefits, expenses and insurance other than what has been agreed for in section 5 and 8 above.
9. The Intern represents, warrants and guarantees that all right, title and interest in and to all intellectual property rights in or related to any Assignments performed by the Intern on behalf of the Company under this Internship Program, including but not limited to all of the work results of the Assignments and associated documentation, whether or not specifically recognized or perfected under applicable law, shall vest in and be the sole and exclusive property of the Company. The Intern assigns and causes any third party engaged in the performance of the Assignment on behalf of the Intern under this Internship Program to assign any and all such rights to the Company. The Intern hereby grants the Company an exclusive, irrevocable, perpetual, transferable, worldwide and unlimited right to use and exploit in any possible manner (including but not limited to the right to modify, copy, amend, translate, further develop, prepare derivative works of, distribute and sublicense) all intellectual property rights pertaining to the work results of the Assignments and its contents/parts thereof.
10. Intern shall collect information for the Assignments from sources that can be validated without any special approvals. The Intern shall be responsible for acquiring any and all approvals, licenses, certificates or other documentation that are required for authenticating and/or otherwise evidencing the contents of the Assignments worked upon/completed by the Intern. Without first having obtained prior approval, the Intern in pursuing his/her Assignment will not disclose any information to the Company or its employees, and also shall also not, without consent of the owner, include in his/her assignment any content/matter from any journal, study, paper, newspapers, periodicals, circulars, magazines or any other source.
11. The Intern is responsible for all of his or her acts along with any loss or damage resulting from those acts while on the Internship Program. Furthermore and without limiting the generality of the foregoing, the Intern shall assume responsibility for and shall be liable for and/or against any claims, suits, demands, actions, and any and all damages, losses, costs and expenses incurred by the Company, its affiliates or any of its customers as a result of any claim or action initiated or threatened to be initiated against the Company, claiming any infringement or alleged infringement of any third party patents, copyrights, trademarks, registered designs or any other Intellectual Property Rights arising out of or relating to the Assignment and/or any of its contents thereof and (ii) any use of the Company's intellectual property rights or Confidential Information by the Intern for any other purposes other than the carrying out of the Assignment (iii) any breach of or alleged breach of any of the terms stated in this letter and any claims or actions brought against the Company in relation to this Internship Program.
12. Company may terminate the Internship with immediate effect in any of the following events:
  - The Intern is guilty of serious misconduct;
  - The Intern is in breach of his/her obligation of confidentiality to the Company; or
  - The Intern does not comply with instructions or regulations imposed by the Company or any of the terms and conditions of this letter; Or
  - At any time with 2(two) weeks notice
13. Upon completion of the internship or earlier termination as the case may be, the Intern shall hand over and deliver to the Company all papers, documents, notes, memorandum and all the property / assets / goods of the Company that may be in his/her possession.
14. The Parties acknowledge and agree that there shall be no employment or any other contractual relationship whatsoever between the Company and the Intern. Accordingly, the Company will not be responsible for any





statutory compliance for the Intern, including but not limited to, the payment of salaries, the arranging of employment benefits, indemnifications, insurances, personal fees and any other applicable employer obligations. The Intern represents and warrants that they have no right to bind the Company in any manner whatsoever.

15. Any dispute that may arise between the Parties in relation to or arising out of or concerning this Agreement, the Parties shall promptly and in good faith negotiate with a view to arrive at an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date of commencement of discussions, both the Parties shall appoint an arbitrator by mutual consent. In case of disagreement between Parties on the name of the sole arbitrator, the sole arbitrator shall be appointed by the Chief Justice of Delhi High Court. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The place of arbitration shall be Delhi. The arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding on the Parties. This Agreement shall be governed by and construed in accordance with the Indian laws and the Parties shall submit to the exclusive jurisdiction of Delhi Courts.
16. The Intern shall, at all times, be aware of and updated with the policies of the Company as applicable to the Intern and framed and amended, from time to time, by the Company.
17. This document constitutes the sole terms of Internship and any amendments, alterations and deletion thereof shall be mutually agreed upon and reduced to writing.
18. These terms and conditions been understood and agreed by the intern at commencement of his/her Internship.

**For Optum Global Solutions (India) Private Limited**

A handwritten signature in black ink, appearing to read "Sumek Gopal".

**Sumek Gopal**  
Senior Director | Human Capital

Place: INDORE, M.P.

Date: 09.04.2020

Signature of Intern:

Name in block letters: SHRUTI VMAT



#### **Annexure – Personal Non Disclosure Agreement**

##### **PERSONAL NON-DISCLOSURE AGREEMENT**

I, the undersigned Intern Shruti Umat, D/o Mr. Sanjiv Umat residing at 179 Radio Colony, Opposite Shlv Temple, Indore, Madhya Pradesh, 452001, born on 20/12/1999, agree to be bound by obligations detailed in this Personal Non Disclosure Agreement in connection with my Internship with **Optum Global Solutions (India) Private Limited**, having its registered office at 5th, 6th & 7th Office Level, Building No. 14, Sundew Properties SEZ (MindSpace), APJIC Layout, Survey No. 64 (part), Hi-tech City, Madhapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company").

Within the scope of this Personal Non Disclosure Agreement, I shall possibly receive or have access to non-public information (including but not limited to intellectual properties, business, economical, financial, technical, electronic and commercial data as well as names, addresses, lists and/or any other data and/or personal data of employees, etc.) owned by or relating to Company or other companies of the Company's group of companies or affiliates, sub-contractors, other contractors and/or customers of Company or any information in respect of which Company is under an obligation of confidence to a third party (hereinafter the "Information"). Such Information may be in verbal, written or any other materialized form (including but not limited to photos, plans, slides, videotapes, computer diskettes, CD-ROMs etc.).

I hereby agree to keep the Information or any part thereof in whatever form strictly confidential and I shall not disclose or otherwise make available the Information to third parties (including but not limited to my educational institution, future employer, my colleagues/workmates) without the prior written consent of Company nor make copies of the Information nor store it (in electronic form or otherwise). Especially, I acknowledge that any and all information that may be available from computers or databases of Company or its employees, officers, directors or agents, disclosed to me orally in internal/external discussions of such Company employees, officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential Information of Company, which I shall not disclose to anyone or use for any purposes.

I also agree not to use the Information without the prior written consent of Company, for any purpose other than for the purpose of the Internship.

Furthermore, I agree to return all Information in my possession in whatever form to Company upon expiration or termination of the Internship without retaining any copies in whatsoever form thereof.

Furthermore, I recognize that all Information received during or related to the Internship and all copies or other materialized form of such Information including but not limited to photos, plans, CD-ROM's etc. remain the sole property of Company and/or its licensors who has the sole right to make use thereof and I expressly (a) recognize Company' and its licensors' confidential and proprietary rights in the Company intellectual property and in the Company Information; and (b) agree to comply with the use and non-disclosure restrictions and obligations applicable to the Company intellectual property and to the Company Information.





Furthermore, I agree that all rights, title and interest in and to all work results generated by myself and all intellectual property rights originated by myself, whether or not patent able, copyrightable or susceptible to other forms of legal protection, shall belong to Company.

This Non-Disclosure Agreement shall be valid during the whole term of the Internship and shall remain in force after the termination thereof as long as the Information becomes public knowledge.

Should I violate any provision of this Non-Disclosure Agreement Company, I shall be held responsible to specific performance and injunctive relief, as well as to consequential, special, incidental, punitive or indirect cost, damages or expenses of any kind and compensation for loss of profit, business or goodwill as remedies for any such breach.

I hereby give my consent to Company or third parties on behalf and under direct authority of Company to process my personal data as deemed appropriate and necessary in the operations of Company in connection to the purpose of this Personal Non-Disclosure Agreement and the undertakings related to it.

Place: INDORE, M.P.

Date: 09.04.2020

Signature of Intern: Shruti

Name in block letters: SHRUTI UMAT