

Ref : AP3092020210ST

Date: - 10 October 2020 more information is available on [www.olcademy.com](http://www.olcademy.com)

**Vasa Sai Kumar** [Email: careers@olcademy.com](mailto:careers@olcademy.com)

Nalgonda Institute Of Technology and Science vasa.sapsaikumar08@gmail.com

Dear Vasa Sai Kumar,

I am delighted & excited to welcome you to OLCADEMY as a **Software Testing INTERN.** At OLCADEMY, we believe that our team is our biggest strength and we take pride in providing internship to ONLY the best and the brightest. We are confident that you would play a significant role in the overall success of the venture and wish you the most enjoyable, learning packed and truly *meaningful* internship experience with OLCADEMY.

Internship Start date: 15 October 2020

Your appointment will be governed by the terms and conditions presented in the **Annexure A.**

We look forward to you joining us. Please do not hesitate to call us for any information you may need. Also, please sign the duplicate of this offer as your acceptance and forward the same to us.

Congratulations!



Acknowledged and Agreed

Signature: Name:V.Sai kumar

Date:12-10-2020

**Annexure A**

You shall be governed by the following terms and condition of service during your internship with OLCADEMY (referred as organization or company hereafter), and those may be amended from time to time.

Request you to send a signed and scanned copy of this offer letter to

[internships@olcademy.com and cc](mailto:internships@olcademy.com) [careers@olcademy.com](mailto:careers@olcademy.com)

1. The roles, responsibilities and duties appropriate to your designation or your internship, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their interns, contractors and clients.

2. Your duration of the internship would be of 3 months with 5 working hours each day. During this time, you are expected to devote your time and efforts solely to OLCADEMY work. You are also required to let your mentor know about forthcoming events (if there are any) in advance so that your work can be planned accordingly.

3. You will be working remotely for the duration of the internship. There will be catch ups scheduled with your mentor to discuss work progress and overall internship experience at regular intervals.

4. All the work that you will produce at or in relation to OLCADEMY will be the intellectual property of OLCADEMY.

You are not allowed to store, copy, sell, share, and distribute it to a third party under any circumstances. Similarly, you are expected to refrain from talking about your work in public domains (both online such as blogging, social networking site and offline among your friends, college etc.) without prior discussion and approval with your mentor.

5. We take data privacy and security very seriously and to maintain confidentiality of any students, customers, clients, and companies’ data and contact details that you may get access to during your internship will be your responsibility. OLCADEMY operates on **zero tolerance** principle with regard to any breach of data security guidelines. At the completion of the internship you are expected to hand over all OLCADEMY work/data stored on your Personal Computer to your mentor and delete the same from your machine.

6. During the appointment period you shall not engage yourselves directly or indirectly or in any capacity in any other organization (other than your college). In the event of breach of this condition, this appointment is liable to be terminated forthwith by the company. In addition, you shall be liable to pay liquidated damages to the Company of an extent estimated by the Company.

7. Under normal circumstances either the company or you may terminate this association by providing a notice of 30 days without assigning any reason. However, the company may terminate this agreement forthwith under situations of in-disciplinary behaviours.

8. You are expected to conduct yourself with utmost professionalism in dealing with your mentor, team members, colleagues, clients and customers and treat everyone with due respect.

9. OLCADEMY is a start-up and we love people who like to go beyond the normal call of the duty and can think out of the box. Surprise us with your passion, intelligence, creativity and hard work – and expect appreciation & rewards to follow.

10. Expect constant and continuous objective feedback from your mentor and other team members and we encourage you to ask for and provide feedback at every possible opportunity. It’s your right to receive and give feedback – this is the ONLY way we all can continuously push ourselves to do better.

11. Have fun at what you do and do the right thing – both the principles are core of what OLCADEMY stands for and we expect you to imbibe them in your day to day actions and continuously challenge us if we are falling short of expectations on either of them.

12. This will be an unpaid internship.

13. This will be a work from home internship.

14. You will receive certificate of completion of internship at the end of your internship period.

15. As per the management’s discretion you stand an opportunity to receive a letter of recommendation if your performance throughout the internship stays praiseworthy.

16. You stand an opportunity to receive a Pre-Placement Offer subject to your overall performance and management’s discretion.

17. Olcademy reserves the right to change the policies or terms of agreement at any point in time and the decision will be binding on the candidate.

18. The Tenure of the internship can be increased or decreased upon mutual consent of both the candidate and the

Olcademy management.

19. You will always abide by the company policy for throughout your tenure with the organization.

20. You will be on probation for first 15 days of the internship and your confirmation will be based on your mentor’s feedback of your performance in the team.

21. You will always maintain the necessary confidentiality of all the entities related to Olcademy during or after your tenure of internship with the organization.

22. You acknowledge and agree that Company has offered you Internship based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your internship immediately.

23. Olcademy’s Leave policy shall apply to your internship and may be modified by Company at any time, in its sole discretion, upon notice to you.

24. Upon Company’s notice to you, if you are in breach of any of the terms contained herein or any of the Company’s policies and you have failed to cure such breach within thirty (30) calendar days of notice of such breach.

25. Company may terminate your internship immediately, with or without notice, on the occurrence of: Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy,

unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company’s Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their interns, contractors and clients;

Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their interns, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their interns, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their interns, contractors or clients; and/or Involvement in any act of moral turpitude.

26. Upon termination or expiration of your internship, for any reason, or as otherwise requested by Company, you will return to the Company:

26.1 Any property belonging to the Company, that is in your possession, custody or control, including but not limited to laptop computer, software, mobile phone, identity card, access card and other devices with details of any passwords or user ids installed therein; and

26.2 All Confidential Information and any Work Product, including any documents and information, and any other documents or any written or machine readable material relating to the business and affairs of the Company or third parties that you have obtained access to by virtue of your internship with the Company, of whatever description or in whatever form, tangible or intangible, in your possession, , custody or control together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents or work product.

26.3 After termination or expiration of your internship, you shall not make any representations to any third person, entity or corporation for or on behalf of the Company, including use of the name of the Company or the logo of the Company. You shall also inform all concerned parties, as well as update all your professional references or social media accounts, including but not limited to your LinkedIn and Facebook profile, to reflect that you are no longer associated with the Company in any capacity whatsoever

26.4 During your internship, and thereafter, you shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative concerning the Company publicly (including on any form of social media) or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.

26.5 Upon termination or expiration of your internship, for any reason, amounts due or payable, from, or to you by the

Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.

26.6 Upon termination or expiration of your internship, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training.

26.7 Any termination of internship or these Terms of Internship by Company shall be without any further liability of Company and its affiliates and their interns, contractors or clients to you or to your successors-in-interest or assigns.

26.8 Company, in cases of data theft, failure to return company property and/or compromise of company confidential information, or any other violation of your obligations under this clause, non-settlement of monetary dues, by the intern, shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your internship hereunder.

27. Confidentiality

27.1 You agree, as part of your internship hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their interns, contractors and/or clients. At anytime during the term of your internship, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their interns, contractors and/or

27.2 During the term of your internship and thereafter, you shall:(a) hold the Confidential Information in the strictest confidence; (b) not make known, disclose, reproduce, distribute or use or attempt to use, reproduce, distribute or disclose, the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you and you shall also use your best endeavours to prevent any other person from doing so;(c) not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company and you shall also use your best endeavours to prevent any other person from disclosing or divulging such Confidential Information; (d) give prompt notice to Company of any actual or attempted unauthorised use or disclosure of the Confidential Information; and (e) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your internship. Your obligations under this Section shall remain in effect and survive any termination or expiration of your internship or these Terms of Internship. Company shall be entitled to immediate injunctive relief, claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon a potential, threatened or actual breach of this Section by you, including in the event where you

take up or attempt to take up internship with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up internship or contract with any person in a manner that may result in disclosure or misuse of Confidential Information. You agree that any threatened or actual breach of this Section by you is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages, and if the Company chooses to enforce its right to obtain an injunction from a court restraining such a breach or threatened breach, or specific performance of the provisions of this Section, you hereby waive the adequacy of a remedy at law as a defence to such relief Company's right under

this clause is notwithstanding any other right available to the Company under these Terms of Internship or otherwise.

27.3 “Confidential Information” means any proprietary or confidential information, work product(whether produced by you or other resources of the Company or provided to you by Company or on Company’s and its affiliates’ and their interns’, contractors’ and/or clients’ behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-

28. You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registrable or not, arising or created as a result of the development of

and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your internship, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of internship hereunder (“Work Product”)shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.

29. All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any W ork Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company’s and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your internship hereunder. If you have any rights to the Work Product that cannot be assigned to Olcademy or its affiliates, you hereby unconditionally and irrevocably waive the enforcement

of such rights and all claims and causes of action of any kind against Olcademy and its affiliates and their interns,

contractors or clients with respect to such rights and grant to Olcademy

30. You and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub-licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your internship or these Terms of Internship, you will immediately deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. agree to, for no further consideration, either during or after the termination of internship hereunder execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors’ special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.

31. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your internship or these Terms of Internship. Company shall be entitled to immediate injunctive relief or claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this Section by you. Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Internship or otherwise.

32. Company may, in connection with your internship, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data maybe recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in Company’s data privacy policy (“Privacy Policy”), a copy of which is available on request. Further, Company may for these purposes transfer such data to any country in which Olcademy’s worldwide organization does business. By signing these Terms of Internship, you consent to the terms and conditions of the Privacy Policy, as maybe modified by Company at any time, and in its sole discretion, upon notice to, and you expressly consent to the following:

● the processing of your personal data in accordance with the Privacy Policy;

● the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Privacy Policy;

● the transfer worldwide of personal data held about you by the Company to other interns and offices of the Company’s worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and treating any personal data to which you have access in the course of your internship strictly

in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to you.

33. The reference to information “about you” or similar references, includes references to information about third parties, such as spouse and children (if any), which are provided by you or on your behalf.

34. During the term of your internship or these Terms of Internship, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or intern of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.

35. These Terms of Internship and your internship is personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. Olcademy may assign these Terms of Internship, in part or whole, upon notice to you. No delay or failure by Olcademy to exercise any of its powers, rights or remedies under these Terms of Internship will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Internship is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Internship shall not be affected. You shall not make any announcement concerning Company and its affiliates and their interns, contractors or clients without Company’s

prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any

other intellectual property of Company and its affiliates and their interns, contractors or clients. These Terms of Internship will be construed in accordance with and governed by the Laws of India. These Terms of Internship, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

I have negotiated, agreed, read and understood all the terms and conditions of this Internship letter as well as Annexure hereto and affix my signature in complete acceptance of the terms of the letter.

Date: 12-10-2020 Signature:V.Sai kumar

Place: Nalgonda Name: V.Sai kumar