

7 June 2022

Applicant: V G T Gayan

Location of the Applicant: Australia

Position: **Data Scientist (Trainee)**

Proposed Commencement Date: 13 June 2022

Details, terms and conditions of this application are as given below.

1. Acceptance & Validity

- 1.1. This trainee position cannot be used for immigration purposes.
- 1.2. The trainee position is valid only if you have the right to work in Australia.
- 1.3. The form is issued by DataDisca Pty Ltd (Referred to as DataDisca here onwards) with your name printed on that. This document is non-transferable.
- 1.4. You must submit one of the following documents to DataDisca to prove your right to accept this position in Australia.
 - 1.4.1. VEVO visa verification

<https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/check-conditions-online>

or

- 1.4.2. A document to prove your citizenship.
- 1.5. The position is valid only after DataDisca receives and acknowledges this form. On acceptance, DataDisca sends a welcome email with commencement details.
- 1.6. This agreement's terms and conditions are applicable only to work done under DataDisca mentorship.

2. Position Description

- 2.1. This is not a paid position.
- 2.2. DataDisca is not a training provider. This is not a training course.
- 2.3. The objective of this position is to help you gain the necessary knowledge.
- 2.4. DataDisca does not issue certificates. You can request an experience letter.
- 2.5. DataDisca neither offers nor guarantees you a future employment opportunity in DataDisca or any other organisation.
- 2.6. There is no obligation on your side to follow the instructions or guidelines provided by DataDisca.

- 2.7. DataDisca does not use unpaid trainees in proprietary projects. If you observe any violation of this term, you should immediately stop doing such assignment(s) and inform the Director of DataDisca in writing.
- 2.8. All completed work is to be published under appropriate open source licences. However, this excludes any proprietary software where your work is built on proprietary data and their transformed forms.

Examples (non-exhaustive):

1. You develop software using an open dataset. Then, there are no restrictions to make your work open-source.
2. You add a feature to another open-source software. Then, the terms and conditions of the original open-source software are not to be violated.
3. You attend a competition with our help. The competition hosts can set additional terms and conditions.
4. You develop a plug-in to a DataDisca proprietary software. The plug-in will be made open-source, not the original software.
5. You develop an algorithm using a proprietary dataset. The code will be made open-source; neither the dataset and the transformed forms of the dataset will be made open.

3. Intellectual Property Rights

- 3.1. You are free to maintain your copies of work in open source repositories of your choice under the following conditions.
 - 3.1.1. DataDisca mentorship is acknowledged in the code and any documentation or home page.
 - 3.1.2. Names of the contributors are mentioned in the code and any documentation or home page.
- 3.2. DataDisca reserves the right to publish your work that can interest a broader community. In that case, DataDisca may publish selected work in open source repositories such as github.com or bitbucket.org.
 - 3.2.1. The publication may happen any time, even after this agreement is terminated.
 - 3.2.2. Your contribution is acknowledged.
- 3.3. The open-source repositories published by DataDisca are subjected to the following terms and conditions.
 - 3.3.1. The repositories are maintained under the names chosen by the Director(s) of DataDisca. DataDisca will acknowledge your contribution under the relevant projects on open source repositories.
 - 3.3.2. The repositories may be modified or renamed as decided by the Director(s) of DataDisca.
 - 3.3.3. Any repository may be deleted as decided by the Director(s) of DataDisca. This is usually due to reorganisation of repositories, outdated technology, copyright violations. However, there can be unforeseen circumstances.
 - 3.3.4. The open-source repositories can be freely accessed and used by any organisation or individual for commercial or non-commercial purposes.

Please be aware that DataDisca can also use your open source work under this condition.

- 3.3.5. The repositories will be free and open-source.
- 3.4. All work done under this trainee agreement are subject to the following terms and conditions.
 - 3.4.1. The work is not to be published under any other organisation, community or group.
 - 3.4.2. The work is not to be attributed to any other organisation without the written consent of DataDisca.
 - 3.4.3. Name or names of any other organisation are not to be included in any documentation or code without the written consent of DataDisca. This excludes references and original work that this given is built on.
 - 3.4.4. You should neither sell nor receive commercial benefits from the work done under the mentorship of DataDisca without the written consent of DataDisca.

4. Terms and Conditions to use DataDisca Computing and Communication Resources

- 4.1. It is your responsibility to keep your access details and passwords secure.
- 4.2. You are expected to check DataDisca emails and communication channels frequently.
- 4.3. Computing and communication resources can only be used for DataDisca approved projects.
- 4.4. You are expected to use allocated resources in the maximum possible capacity, all processor cores and GPUs.
- 4.5. When you have finished using the computing resources, you should inform DataDisca to shut them down. This reduces costs and also makes our work eco friendly. In general, DataDisca can restart your machine within 5 minutes when you need them again.
- 4.6. All machines are unreliable. Always keep copies of everything that matters. Take frequent copies of intermediate results as well.
- 4.7. DataDisca will shut down the machines when they are not active. You can contact DataDisca to restart them, which is usually done within 5 minutes.

5. Progress Monitoring Ethics

- 5.1. Make sure that the Zoom meetings are attended and the progress calls are answered.
- 5.2. You need to have access to your computer in a calm and settled environment when answering.
- 5.3. Inform us in advance if you are unable to answer or want to reschedule a meeting.
- 5.4. Be mindful that we spend our business time discussing your progress.
- 5.5. We do not allow skipping progress calls unless there is a restart date. Therefore, you have to discuss with us and agree on a restart date if you want to miss progress calls for travelling or any other purpose.
- 5.6. We will deallocate your resources to reduce costs if these guidelines are not followed.

6. Termination

- 6.1. The agreement can be immediately terminated by informing the other party.
- 6.2. Work done before the termination will abide by the terms and conditions of this agreement.
- 6.3. If DataDisca does not receive any communication for three weeks, this engagement will be automatically discontinued.
 - 6.3.1. If you plan not to communicate with DataDisca for more than three weeks, you should agree upon a resumption date with DataDisca.
- 6.4. If you are not an Australian citizen, this training position automatically terminates with your Australian visa expiry.

7. To be completed by the applicant:

Your name in full (As given in your legal documents/Visa) :

VITHARANA GAMAGE THARINDU GAYAN

Preferred First Name: THARINDU GAYAN

Postal Address: 59, Waltham street, Flemington, VIC 3031

Email: gayanvgt@gmail.com

Mobile Number: 0497181737

Proposed Commencement Date: 13 June 2022

GitHub Username (Please create a free username if you are a new GitHub user): <https://github.com/vgtgayan>
(<https://github.com/>)

List all your currently enrolled and completed university degrees: (Degree, Specialisation, Results, Completed Year, University, Country)

1. MTech. Data Science & Engineering, Birla Institute of Technology and Science, Pilani, India, (November 2021 - Present), CGPA - 8.53/10 (semester 1 only)
2. B.Sc. (Hons) in Electronic and Telecommunication Engineering, University of Moratuwa, Sri Lanka (March 2013 – April 2017), GPA - 3.56/4.2
- 3.
- 4.

Country of Citizenship: Sri Lanka

Australian VISA Expiry Date (if you are not an Australian Citizen): 14th April 2024

Declaration:

I have read and understood the terms and conditions of this position.

Signature : VITHARANA GAMAGE THARINDU GAYAN

Date: 7 June 2022

Note: Accepted Signatures:

1. Scanned photo of your usual signature
2. Digital signature (https://en.wikipedia.org/wiki/Digital_signature)

-----To be filled by DataDisca Pty Ltd -----

Accepted By DataDisca Pty Ltd on :

Signature:

Name:

Designation: