



## Internship Offer Letter

**Ref: TCSL/AIP 2021-22/Accelerator/CT20203314512**

**Date: 01-May-21**

**Yogesh**

**Gokaraju Rangaraju Institute of Engineering and Technology (GRIET), Hyderabad  
yogeshyogi1438@gmail.com**

Dear **Yogesh** ,

**Sub: Internship Offer**

We are pleased to offer you internship in Tata Consultancy Services (TCS) with the following terms and conditions:

1. The tentative start date is 03-May-21 and end date is 30-Jun-21. These dates can be changed in discussion with the Project Guide
2. You will be assigned a Project Guide under whose supervision you will work on the project assigned to you.
3. You shall complete your project in accordance with the requirements and guidance of the TCS Project Guide, and maintain qualitative standards as required. You will maintain the discipline, dignity, honor and goodwill of TCS.
4. The arrangement is not that of an employer and an employee and as such you shall not be eligible to any allowances or other benefits as may be available to the employees of TCS.
5. You will observe the rules & regulations and discipline of TCS, and also maintain complete confidentiality and secrecy of the matters pertaining to TCS and/or any data that has been provided to you in the course of your project work. The detailed terms of Confidentiality, Data and Intellectual Property Protection are enclosed as Annexure A. You will be permitted to attend any classes in the college / university at the discretion of the Project Guide if so called for during the period of your project assignment.
6. On completion of your internship you will be required to submit a copy of your project report, which will be the sole property of TCS.
7. You shall not undertake any internship in parallel with this internship
8. In the event of any misconduct or breach of terms of this internship on the part of the Intern during the internship period, TCS reserves the right to terminate internship without any notice.
9. This offer of Internship will be governed as per the Laws of India.

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Registered Office Nirmal Building, 9<sup>th</sup> Floor, Nariman Point, Mumbai 400 021



You are required to sign and return a copy of this Internship Offer letter and the Annexure towards your acceptance of the terms and conditions stated therein.

For Tata Consultancy Services

A handwritten signature in black ink, appearing to read 'Chandra', with a horizontal line underneath it.

Chandra Koduru  
Head, Academic Interface Programme

Accepted,

Name of the Intern: Yogesh

Date:

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## **Annexure A**

### **Confidentiality, Data and Intellectual Property Protection**

#### **1. Confidential Information**

“Confidential Information” shall mean any and all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Intern and shall include the following:

- a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Intern in the course of or in connection with or arising out of the Intern’s association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- d) Customer and prospective customer lists, and
- e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Intern in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Intern.

#### **2. Intern’s Obligations**

Intern agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Intern agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person

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having a valid contract with TCS. Upon termination of employment, the Intern agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

### **3. Intellectual Property Rights**

Intern agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Intern shall have no right title or claim of any nature whatsoever in the Confidential Information. Intern shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Intern hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Intern may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Intern shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Intern shall co-ordinate in filing and / or prosecuting any such applications. Intern hereby expressly waives any “artist’s rights” or “moral rights”, which Intern might otherwise have in such intellectual property rights.

### **4. Prior knowledge**

Intern acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS’s business. Intern further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

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## 5. Use of Third-Party material

Intern expressly agrees that he or she shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

- a) Use any Third-Party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.
- b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if he or she has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;
  - i. Intern has expressly declared to TCS in a prescribed form whether such exposure was owing to publicly available information or under and subject to any agreement; AND
  - ii. TCS has expressly confirmed to the Intern that TCS has proper authorization or license or approval of the respective owner of such Third-Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Intern's participation in such activity.
- c) Knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Intern access or is exposed to any such Third-Party IP during such association, Intern shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity.

## 6. Security policies and Guidelines

- 6.1 Intern agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

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- 6.2 Intern acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Intern will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively “Personal Data and Information”) within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained, acquired or processed by Intern for and on behalf of TCS, its affiliates or Clients, Intern undertake that he/she will:
- a) Process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;
  - b) Abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;
  - c) Promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a “Security Breach”);
  - d) Promptly provide TCS with all information in Intern’s notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS’ prior written consent;
  - e) Not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;
  - f) Upon expiry or termination of Intern’s engagement with TCS, return all copies of the Personal Data and Information to TCS in Intern’s possession or control; and
  - g) Promptly bring to TCS’ notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully cooperate and assist TCS in relation to any such request or communication.
- 6.3 Intern expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Intern’s Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use Third-Party services or sub-contractors to collect or otherwise process

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Intern's Personal Data and Information for which TCS shall remain responsible for such Third-Party services provider or sub-contractor's compliance with TCS' obligations hereunder.

## **7. Restriction on Intern's Rights**

Intern agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

## **8. No License**

TCS and Intern agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Intern of the Confidential Information.

## **9. Equitable Rights**

Intern acknowledges that any Confidential Information that comes into the possession and / or knowledge of Intern is of a unique, highly confidential and proprietary nature. It is further acknowledged by Intern that the disclosure, distribution, dissemination and / or release by Intern of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality Clause by Intern will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **10. General**

- a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and

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binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Intern confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

- c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- d) This Confidentiality clause along with other documents executed by Intern or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.
- e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- f) The obligations of Intern in terms of this Confidentiality clause shall continue during the term of or in the course of the internship of the Intern with TCS and shall continue thereafter in perpetuity.

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