



MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 27th November 2023 between QSpiders A unit of Test Yantra Software Solutions India Pvt Ltd Having its corporate office at 01, Basappa Layout, Gavipuram Extn, Gavipuram Extension, Kempegowda Nagar, Bengaluru, Karnataka 560019 Here in after referred to as the "QSpiders" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the one part.

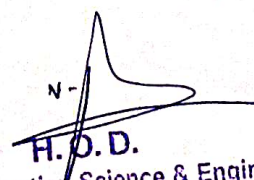
And

Alva's Institute Of Engineering and Technology, Puttur Solapur - Mangalore Highway, Shobhavana Campus MIJAR, Moodbidri, Mangaluru, Karnataka 574225 Here in formerly referred to as the "AIET" which expression shall mean and include its heirs, representatives, executors, successors-in-interest, administrators and assignees etc. of the other part.

Objective: "The Objective of this MOU is to provide Centre of Excellence training to AIET 2025 passing batch Students"

General Terms of MOU:

1. Participating Campus: Following campus of AIET are entitled to undergo the training and placements.
2. Structure of Training Schedule.
 - a) Training Module:
QSpiders has designed Centre of Excellence training modules for 2024 Passing Batch students of AIET in accordance to Industry requirements, as per the approval of the heads of departments
Training plan are specified in Annexure
 - b) Eligibility: BE-2025 Passing Batch Students
- 4 SPOC and Trainer Deployment:
 - a) Training will be delivered offline@ AIET Campus.
 - b) Trainers having multiple skills are used to train on requested skills.
 - c) QSpiders will use in-house trainers, the said trainers' profiles shall be shared with AIET before commencing the training.
 - d) Primary SPOC:
L Devika Rani Shelke
9513684738
devikarani.l@qspiders.com


H.O.D.
Dept. Of Information Science & Engineering
Alva's Institute of Engg. & Technology,
Mijar, MOODBIDRI - 574 225



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e) Secondary SPOC:

Likhitha

9513684738

sandhya@qspiders.com

f) Any change in training co-ordinator will be communicated.

5 Payment and Mode of Payment:

Training fee Charged by QSpiders shall be to all the students of AIET who undergo training as per the agreed cost as per cost mentioned in the annexure I (Not applicable for Specific Training for which fee will be specified accordingly). AIET shall make payment only through Online transfer or DD.

Training payment is agreed to release in three phases

Phase 1: First 50% payment to be released once Training Starts.

Phase 2: Next 50% Remaining payment to be released at the mid of training program

Final Feedback from the students is taken by AIET within 2-3 days of semester wise subject completed and it is expected to have at least 90 % positive feedback.

Bank Account Details for NEFT or RTGS:

- a) Bank account name: QSpiders a unit of test Yantra Software solutions India Pvt Ltd
- b) Account number: 625405017924
- c) IFSC Code: ICIC0006254
- d) DD to be issued in favour of "QSpiders a unit of test Yantra Software solutions India Pvt Ltd"

6 Confidentiality:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

7 Extension of Agreement:

The MOU may be extended provided the parties agree upon, and can provide the necessary resources.



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8 Communications:

All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

9 Terms and Conditions:

1.1 General Terms:

- a) Training batch shall be formed exclusively for AIET students and the batch shall not have students from other institutions/ individuals.
- b) Attendance shall be strictly monitored by QSpiders and the daily attendance report shall be shared with AIET SPOC every day.
- c) QSpiders, as a goodwill will select 10 Students for Incubation program & shall provide minimum 20 interview each student from 2024 batch with a free Aptitude and technical refresher training and does not charge AIET for
- d) the said training and placement [Selection will be made by QSpiders Team only & shared to college for reference]
- e) On selection of above 10 students by QSpiders if any student gets placed from outside, we still consider it to be on effort of our training.
- f) For the above 10 Incubation selected students' placements will be held from January to November
- g) Students must be regular to the class, provided assignments should be done on time, must be present every day for presentation & Should attend assessments provided
- h) If Student miss the scheduled interview or rejects offer QSpiders will consider the interview count given to the students as closure.
- i) AIET has take all the COVID-19 Precautionary Measures at premises as per the government rules for the safety of trainers & students.

1.2 Hiring Terms:

1. AIET cannot hire the current employees of QSpiders and its group of companies Test Yantra, QSpiders and JSpiders, in such case AIET need to seek NOC from QSpiders and vice-versa
2. AIET cannot hire the employees worked QSpiders and its group of companies Test Yantra, QSpiders, JSpiders and got relieved from his/her employability within 3 years. Minimum gap should be 3 years and more and Vice-versa



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- AIET cannot hire employees of QSpiders and its group companies Test Yantra, QSpiders, JSpiders in any of the below forms and vice-versa
 - a. As a Permanent Employee of AIET
 - b. As a Contract Employee of AIET
 - c. As a part time employee or daily wages employee of AIET
 - d. As a consultant to AIET
 - e. Through any other sources or companies
 - f. Direct or indirect association with ex-employee is not allowed.

10. Training Mode-Agreed Centre Of Excellence Training will be conducted Offline @ AIET Campus mentioned accordingly in Annexure-1

11. Assessment/Assignment-QSpiders shall conduct regular Pre Stage & Post assessments & provide regular assignment for students on trained subjects to have grip on the subject

12. Placements-Placement assistance are provided for all the students who get trained from QSpiders.

13. Payment Terms:

Training Payment Terms:

1. Training fee is charged to all the students who enrolled for training program.
2. Fees Should be paid according to the phases mentioned
3. If delay in the payment 15% of interest is added to the actual fees
4. As we have agreed for minimum student size , college has to bare the minimum cost & refer to the count of students mentioned in Annexure-1

Tax Terms:

1. GST will be paid as per mutual agreement, based on the invoice raised by QSpiders
2. AIET will be paying 18% GST.
3. All the payment done by AIET campus, TDS will be applicable and TDS statement to be provided to QSpiders quarterly



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14. Non-Payment Terms: Payment will be held on the below following terms

1. If Training is not happening
2. If feedback of training is bad it should be communicated immediately within 3 Days of the training period, so that we shall have time to improve or change trainer.
3. Final feedback should be collected by AIET should be given within 1-2 days of completion of training
4. If the collected feedback is bad must be communicated within 3 days of completion of trained subject, then will consider it for re-training them from better faculty.
5. If in case of Negative feedback, it should be communicated within 3 days of training completes because the students will get gap on teaching quality done and not to hold the payments for the case.
6. Any issues by trainer should be communicated in within 3 days of the event.
7. Small change in the schedule or in case of emergency if trainer cancels class on any particular day & if he takes same session on any other particular day college should not hold the payment

a. Exit terms

1. The minimum locking period for this agreement will be 1 year from the date of signing MOU & do not tie up with any other training institute during this period for any Technical training apart from the agreed subjects as mentioned in Annexure 1.
2. Both the parties can exit from the agreement if other party services are not satisfied.
3. If QSpiders wished to exit the agreement, it will complete the current running training schedule and then exit.
4. If QSpiders wishes to exit the agreement, the portions covered shall have to be certified by the respective heads and the SPOC of AIET. Upon approval by the Principal, fee shall be paid to QSpiders on a pro-rata basis against the content agreed upon.



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15. Arbitration:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement. Or All disputes, questions or differences etc., arising in connection with this agreement Shall be referred to a sole arbitrator to be nominated by both the Parties. The arbitration proceedings shall be in accordance with & subject to Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on all parties to this agreement. The venue of such arbitration shall be at Bangalore.

Annexures Enclosed

For 
Aiet, Mangalore
Name Dr Peter Fernandes
Designation-Principal, Aiet

PRINCIPAL
Alva's Institute of Engg. & Technology,
Mijar. MOODBIDRI - 574 225, D.K

Annexure-I



Qspiders Campus Connect
Name: Devika
Designation: Qspiders Campus Business Manager

Batch -A

YOP/Batch	Subject	No Of Hours	No Of days	Cost/student [Incl GST]
2025/Batch-A	C Language	60 Hours	10 Days	Rs 3,500/-
	Data Structure	30 Hours	5 days	

Batch-B

YOP/Batch	Subject	No Of Hours	No Of days	Cost/student [Incl GST]
2025/Batch-B	C Language	60 Hours	10 Days	Rs 5,000/-
	Data Structure	30 Hours	5 days	
	Django	30 Hours	5 days	
	Programming on Python	30 Hours	5 days	

Qspiders CampusConnect

A Unit of Test Yantra Software Solutions India Pvt Ltd



Qspiders Campus

Batch-C				
YOP/Batch	Subject	No Of Hours	No Of days	Cost/student [Incl GST]
2025/Batch-C	C Language	60 Hours	10 Days	Rs 5,000/-
	Data Structure	30 Hours	5 days	
	JDBC	30 Hours	5 days	
	Programming on Java	30 Hours	5 days	

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