

MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 3th March 2019 between "QSpiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd" Having its corporate office at No.50, 2nd Floor, Brigade MLR Center, Vanivilas Road Bangalore:-560004 Here in after referred to as the "QCC" 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", Shobhavana Campus, Mijar, Moodabidri 574225. Here in after referred to as the "AIET" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the one part.

Objective: "The Objective of this MOU is to provide Technical Training Program to AIET Students"

General Terms of MOU:

1. **Participating Campus:** Following campus of AIET are entitled to undergo for training and placements.
 - a) AIET, Shobhavana Campus, Mijar, Moodabidri
2. **Training Program:** The Training program shall be designed and delivery to agreed branches.
 1. CSE
 2. ISE
 3. ECE

3. Structure of Training Schedule.

a) Training Module:

QCC is designed technical training to students of AIET in accordance to industry requirements

Detailed contents are specified in Annexure-I

b) Eligibility:

All BE students are eligible for the training program.

4 SPOC and Trainer Deployment:

- a) Training Program will be delivered in AIET campus.
- b) Trainers having multiple skills are used to train on multiple skills.
- c) QCC will use either inhouse trainer or freelance trainer based on the need and availability
- d) Training Head: D E Keshava, 9986039483, Keshava.eara@campus.qspiders.com
- e) Training Co-ordinator: Megha H G, 7338651653, megha.g@campus.qspiders.com
- f) Any change in training co-ordinator will be communicated.

5 Payment and Mode of Payment:

Technical Training fee Charged by QCC 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 two phase

Phase 1: Immediately Commencement of Training, 50% payment to be released.

Phase 2: Remaining 50% payment to be released at the end of training program.

Bank Account Details for NEFT or RTGS:

a) Name: QSpiders CampusConnect

Bank Account Number:

Bank Name: ICICI Bank, Chamrajpet, Bangalore

IFSC Code: ICIC0006254

b) DD to be issued in favour of "QSpiders CampusConnect a unit of Test Yantra s/w 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.

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:

1. No exclusivity clause for Internship Training Program Model. However, AIET will have no objection in conducting training for other college students in AIET campus as well as in other college campus.

1.2 Hiring Terms:

1. AIET cannot hire the current employees of QCC and its group of companies TestYantra, QSpiders and JSpiders, in such case AIET need to seek NOC from QCC.
2. AIET cannot hire the employees worked QCC and its group of companies TestYantra, QSpiders, JSpiders and got relieved from his/her employability within 3 years. Minimum gap should be 3 years and more.
3. AIET cannot hire employees of QCC and its group companies TestYantra, QSpiders, JSpiders in any of the below forms
 - 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.
4. Freelance trainer deployed from AIET should not be hired on AIET roles and term no 3 is also applicable to freelancer trainer also.

1.3 Training Content and Delivery Terms:(Applicable if Program is Campus Training)

1. Training Head or Co-Ordinator from QCC will meet academicians of AIET to formalize and finalize the training content mutually.
2. Once the training content is finalized and approved, it cannot be modified later.
3. The training content which is agreed mutually by QCC and AIET will be delivered by QCC
4. Additional training apart from the agreed content, is recommended/requested by any AIET campus will be charged additionally based on subject and its content.

1.4 Infrastructure Terms:

1. Infrastructure need to run and deliver the training and placement to be provided by AIET which includes
 - a. Training room facilities
 - b. Trainer place to sit and also to guide students
 - c. Grooming and interview preparation rooms
 - d. Mock interview rooms.
 - e. Online and offline assessment rooms
 - f. Notice Board

1.5 Travel and Accommodation Terms: (Applicable if QCC Trainers are delivered to college Campus)

1. AIET to provide accommodation for visiting trainers in campus
2. Mess charges will be borne by AIET.
3. QCC will take care of trainer's travel.
4. Expenses related to bring companies to campus will be borne by QCC up to campus gate.
5. Expenses incurred in taking care of companies at campus premises should be taken care by AIET. It includes
 - a. Food and snacks inside the campus
 - b. Drinks and beverages consumed in the campus
 - c. Stationary required to conduct assessment and interviews

1.6 Payment Terms:

1.6.1 Training Payment Terms:

1. Training fee is charged to all the students who enrolled for training program.
2. Payment to be released as per structure mentioned in Annexure-I.

1.7 Tax Terms:

1. GST will be paid as per mutual agreement, based on the invoice raised by QCC
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 QCC quarterly

1.8 Exit terms:

1. The minimum locking period for this agreement will be 3 years from the date of signing MOU.
2. Both the parties can exit from the agreement if other party services are not satisfied.
3. If QCC wished to exit the agreement, it will complete the current running training schedule and then exit.

4. If QCC wished to exit the agreement, advance amount shall not be refundable and also any additional training fee has to be paid by AIET till the date of termination of agreement.

10 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.

Encl: Annexures Enclosed

For



Alva's Institute of Engineering and Technology
PRINCIPAL

Alva's Institute of Engg. & Technology,
Miyar, MOODBIDRI - 574 225, D.K.
Name: Dr. Peter Fernandes
Designation: Principal

For

QSpidersCampusConnect

Name: Keshava D E
Designation: Director



PRINCIPAL

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