

MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 29th August 2021 between "Qspiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd" Having its corporate office at 01, Basappa Layout, Gavipuram Extn, Gavipuram Extention, Kempegowda Nagar, Bengaluru, Karnataka 560019 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


"Moodlakatte Institute of Technology, Moodalkatte, Kundapur Taluk, Mudalkatte, Karnataka 576211. Here in formerly referred to as the "MIT" 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 Technical Grooming to MIT Students"

General Terms of MOU:

1. **Participating Campus:** Following campus of MIT are entitled to undergo for training and placements.
2. **Structure of Training Schedule.**
 - a) **Training Module:**
QCC has designed Technical training module for students of MIT in accordance to industry requirements
Training plan are specified in Annexure
 - b) **Eligibility:**
Students from BE 2022 batch are eligible for the training program.
- 4 **SPOC and Trainer Deployment:**
 - a) Training will be delivered offline @ MIT Campus.
 - b) Trainers having multiple skills are used to train on requested skills.
 - c) QCC will use in-house trainers
 - d) Primary SPOC:
L Devika Rani Shelke
9513684738
devikarani.l@qspiders.com
 - e) Secondary SPOC:
Likhitha
6366765697
Likhitha.r@qspiders.com
 - f) Any change in training co-ordinator will be communicated.
- 5 **Payment and Mode of Payment:**
Technical & Non-Technical Training fee Charged by QCC shall be to all the students of MIT 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). MIT shall make payment only through Online transfer or DD.

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Training payment is agreed to release in three phases

Phase 1- 40% of Payment will be released after 2 Days of the training program starts

Phase 2- Next 40% should be released once 50% of training completion

Phase-3 Remaining 20% to be released in 3-4 working days immediately after training completes

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.

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 Training Program Model. However, MIT will have no objection in conducting training for other college students in MIT campus as well as in other college campus.

1.2 Hiring Terms:

1. MIT cannot hire the current employees of QCC and its group of companies Test Yantra, QSpiders and JSpiders, in such case MIT need to seek NOC from QCC.
 2. MIT cannot hire the employees worked QCC 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.
- MIT cannot hire employees of QCC and its group companies Test Yantra, QSpiders, JSpiders in any of the below forms
- a. As a Permanent Employee of MIT
 - b. As a Contract Employee of MIT
 - c. As a part time employee or daily wages employee of MIT
 - d. As a consultant to MIT
 - e. Through any other sources or companies
 - f. Direct or indirect association with ex-employee is not allowed.

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11. Training Content and Delivery Terms:

1. Training Head or Coordinator from QCC will meet academicians of MIT 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 MIT will be delivered by QCC
4. Additional training apart from the agreed content, is recommended/requested by any MIT campus will be charged additionally based on subject and its content.

12. Training Mode-Agreed Technical Training will be conducted offline @ MIT Campus

13. Placements-Placement assistance are provided for all the students who got trained from QSpiders.

14. Unplaced students after graduation can visit any branch of QSpiders for the same subject brush up followed by can avail placement assistance wherein no additional cost involved

a. Payment Terms:

Training Payment Terms:

1. Training fee is charged to all the students who enrolled for training program.

Tax Terms:

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

b. Exit terms:

1. The minimum locking period for this agreement will be 1 year 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 MIT till the date of termination of agreement.

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

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Qspiders CampusConnect

A Unit of Test Yantra Software Solutions India Pvt Ltd



Qspiders Campus

For
MIT, Bangalore

Designation: Principal, MIT



Qspiders Campus Connect

Name: Devika

Designation: QSpiders Campus business head

Annexure- I

Training Model	Subjects	No of Students	Training Duration	Mode of Training	Cost/Student [Incl GST]
Technical Training	SQL		30 Hours	Offline	Rs 5500/-
	Core Java/Python Programming		60 Hours		
			20 Hours		

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