MEMORANDUM OF UNDERSTANDING

Between

(Forte Institute of Technology, Meerut) And (Qspiders, Bengaluru)

Purpose:

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between

1) Forte Institute of Technology, Meerut And 2) Qspiders, Bengaluru to establish a career and technical education to the students of (Forte Institute of Technology, Meerut)

Background:

1) (College name) Forte Institute of Technology, Meerut.
   Educational Institute Established in **1998** running course details (UG & PG programs in Technical & Management courses.)
2) Qspiders.
   Qspiders is a premier software testing training institute with a view to bridge the gap between industry requirement and curriculum of educational institutions and also to meet the ever increasing demand for Quality IT professional.

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

Training modules:

- Testing Package: Manual Testing, core java, SQL and Aptitude
- Java Development: Core Java, Advaned Java, Android , Aptitude

Training Features:

- Practical Oriented Sessions
- Regular QA and doubt clarification sessions
- Certification after completion of the course from QSPIDERS .
- Course duration is 100hours each course.
  (The time slot for training will be discussed mutually)

- **No. of students :**

  College has to make sure all the students register if in case of Centre of Excellence. Else atleast 300+ (min 10 in addition) student sit in the course, because less number, bringing in clients into the campus becomes difficult. Even the amount per head will increases proportionally.

  If less number of students and training without CoE MoU, then we will still train the students and give interview opportunities, but all he opportunities will be off campus.

- We would like to take over all the students to train them on technical training of the students from 1st year onwards and finally placement activities as mentioned below –

  - 1st year C, Programming skills, softskills, Aptitude – Min – 70 hours   = 3000/-
  - 2nd year Core Java, Aptitude, SQL – Min – 90 Hours   = 6000/-

      3rd year Advanced Java, Aptitude (cont) – 90 Hours   = 5000/-
  - 5th year Android, Pre Placement Training, Mock, GD grooming   = 4000/-

Validity:

This MOU is valid for 3 year & later the changes may be done based on mutual discussion between College & Qspiders.

Value adds to the students:

1. Resume Building sessions.
2. HR Interview sessions.
3. Online Technical test.
4. Project Implementation - different business scenarios
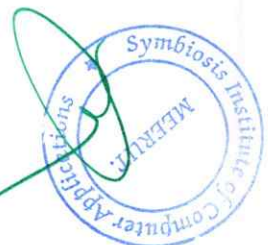
Infrastructure support:

College will provide the following infrastructure support to Qspiders for training:

- 1 computer lab with 60 systems & projector.
- College central computer centre will be provided for assessments, which is equipped with 100 systems.
- One cabin for counselor.
  (In course of training/stay any damage to college property done by our faculty/staff/facility should be rectified/replaced)

Placements:

2. Interviews for students will be arranged between May………. and November ………….
3. We shall try to arrange 4 to 5 Companies on campus which will be an additional benefit we are giving – not commitment and not to be linked to payments.

4. Interview location may be – Bangalore, Chennai, Pune, Noida or the college campus 'college' should be flexible to send the students to the location depending on the requirement.

5. Job location might be Hyderabad, Bangalore, Chennai, Pune, Noida etc. and students should be ready to relocate.

6. We will make sure that at least 10 different companies conduct interviews.
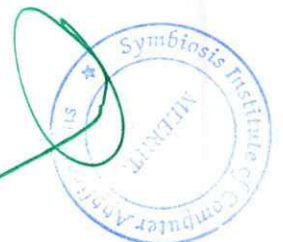
- Each student with 60% in 10th 12th and Engineering will minimum get 3 interviews on campus and 5 interviews off campus from Qspiders side. And we can assure that 70% of them would get placedfrom our side provided, they follow our instructions during training towards attendance, presentation, assignments, attending mock interview etc. If students don't have throughout 60 percent Qspiders do not assure the placements. But Qspiders will put efforts to get them some opportunities.

- Sending the students from their locations to interview locations (Bangalore, Chennai, and Pune) is responsibility of 'college' and 'college' should take care of the travel arrangements.

- If a student registers his / her name for a particular interview and does not attend then we consider that we have given him/her an interview.

- Salary varies between 2L to 5.5L, and students should take all the opportunities given to them irrespective of salary offered.

Terms & Conditions:

- **QSPIDERS WILL RUN AS A SEPARATE ENTITY INSIDE 'college name' PREMISES –** **Advertisement may be made as 'QSPIDERS & JSPIDERS COE IN ASSOCIATION WITH (college name)'. HOWEVER, QSPIDERS WILL CO-ORDINATE / CO-OPERATE WITH (college name) IN ALL THEIR ACTIVITIES IF REQUIRED by (college)Management –** under **intimation to us.**

- **WE WILL HAVE A SEPARATE WORK STATION WITHIN THE PREMISES WHERE WE WILL HAVE COMPLETE FREEDOM TO PROMOTE OUR BUSINESS.**

- **NO INTEREFERENCE FROM college STAFF / MANAGEMENT unless** the activity is unethical as per the rules and regulations laid by college – Such unethical act by QSPIDERS/JSPIDERS or within our work station **May be intimated to us.**

- **ANY PROMOTIONAL ACTIVITY, QSPIDERS / college WILL WORK TOGETHER.**

- **Students:**
  College can take decision on allowing other college students / or Training is restricted to our (college name) college students. Qspiders has no rights to take such decision / should not allow students from any other institute to undergo training at (college name) College if not agreed by (college name) management.

- **Counselor:**
  Faculty himself will be our career / student's counsellor and guide at college name, and he holds complete responsibility of QSPIDERS / JSPIDERS activities, he will be available full time in the college premises except his class timings.

- **Accommodation for trainers:**
  Accommodation, food for trainers will be provided by the college.

- **Payment mode:**
  College will collect fee from students & make the payment in the below mentioned process.
  - ➤ 40% at the start of the training.
  - ➤ 40% on 50% completion of the training.
  - ➤ Remaining 20% on completion of training.

1. CONFIDENTIALITY

1. The QSpiders recognizes the need to keep all information confidential and prevent its release to the public, as a material term of this Agreement.

2. The QSpiders agrees not to disclose, report, or use, for any purpose, any of the confidential information disclosed to the QSpiders by the (college), because of providing the Service, or which the QSpiders has otherwise obtained or accessed.

3. All obligations regarding the protection of the confidentiality of the confidential information shall be effective for a period of 12 months from the date this Agreement's expiration or termination, as the case may be.

4. The QSpiders will be permitted to disclose any of the confidential information in the following circumstances:

   - If the (college) has given written consent to the QSpiders to disclose information to a third party.

   - If the QSpiders is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, if the QSpiders will first give prompt notice to the (college) of any possible or prospective orders of disclosure and the BITM has been afforded a reasonable opportunity to prevent or limit such disclosure.

2. OWNERSHIP OF PROPERTY

QSpiders acknowledges and agrees that all documents produced by QSpiders, including but not limited to source code, assets, memoranda, research notes, pleadings, and reports, during the work for the (college), shall be property of the (college) , and QSpiders shall retain no ownership, interest, or rights therein. This shall not cover the QSpiders Training Materials and Course Materials, unless otherwise authorized by QSpiders

3. CONTRACT TERMINATION

1. In an event college wants to terminate the contract for various reasons, college agrees to make complete payment for the project phase that QSpiders is performing at the time of termination if any depending upon the effort spent for such services

2. In an event QSpiders wants to terminate the contract for various reasons, college shall make the payment depending upon the % of work executed or effort spent in any given phase at the time of termination.

4. INDEMNIFICATION

The M/s college name agrees to indemnify...................... and its consultants and its directors, from all and any manner of claims, liabilities, damages, expenses (including reasonable attorney's fees), awards, and judgments resulting from claims of third parties regarding ownership, slander, libel, privacy, misappropriation, and similar claims arising from publication of the work.

5. DISPUTES RESOLUTION

Disputes, if any, arising out of this agreement shall be subject to Arbitration in accordance with the Arbitration Act in effect and further subject to the jurisdiction of the Courts.

This contract agreement when signed by both parties shall constitute a contract between us, and all prior representation and arrangements not incorporated herein are superseded.

This contract will be signed in duplicate and agreed to this on **June 18, 2018**.

QSpiders

Forte Institute of Technology, Meerut

_____

_____

Qspiders

Forte Institute of Technology, Meerut