



Part TimeWeb Development Training Agreement 上全栈网页开发训练营协议

Between the undersigned:
本合同对以下签订双方有效

1. 上海沃耕信息技术有限公司
上海市静安区延安西路129号华侨大厦9楼
shanghai@lewagon.org
"Training Organization" or "培训机构"
2. Adam Matteson
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"Trainee" or "培训学员"

Article 1: Purpose

条款一：目的

In the performance of this Agreement, the Training Organization undertakes to organize the training program entitled Full Stack Web Development Bootcamp. This immersive training program aims to teach the fundamentals of both front-end and back-end web development.

本协议自双方签字生效后，培训机构须履行开展培训项目的职责，落实全栈式编程训练营的培训目标，即教授培训学员网页编程前端及后端语言的重点知识技能。

Article 2: About the Training Program

条款二：本培训项目的性质及特点

The training program will be held between 08/08/2021 and 16/01/2022. The training program will be organized by Le Wagon's Shanghai campus and can be accessed onsite or remote. The training program takes place part-time, twice during the week and once during the weekend. In addition to on-campus courses, the trainee is expected to watch all online lectures corresponding to the different modules, following the calendar set at the start of the training.

本培训项目时间为 08/08/2021 至 16/01/2022，地点为 Shanghai, 学员可选择线上或线下的方式接受培训。此培训项目为非全职项目，将涵盖两日周中及一日周末课程。除在校课程外，学员还需按照日程安排观看与不同模块相对应的所有线上讲座。

A full description of the training program is provided at this address: <https://www.lewagon.com/web-development-course/part-time>

请点击以下链接获取更多培训项目信息：<https://www.lewagon.com/zh-CN/web-development-course/part-time>

Article 3: Prerequisites to join the Training Program

条款三：训练营开始前的必要学习准备

The training program is designed for beginners with little-to-no previous experience in web development. In an effort to prepare trainees for the program, the Training Organization provides pre-course work that can be completed online.

>该培训项目专为无网页开发经验的零基础学员而设计。为了使学员在培训前做好充分准备，本培训机构专门提供了线上准备课程。

This pre-course work is required to be completed by the Trainee prior to the start of the bootcamp. In the event the Trainee does not complete the pre-course work, or displays a general under-preparedness for the training program, the Training Organization may defer the Trainee's enrollment to a later batch. If in the case the Trainee is deferred to a later batch, their deposit will be withheld and applied to the later batch's total tuition amount.

学员须于训练营开始前完成上述准备课程。如未完成或对此培训项目没有做好足够准备，本培训机构可能视情况推迟学员的培训至下一次训练营。如发生培训被推迟的情况，押金将被保留并用于下一次培训费用抵扣。

Article 4: Organization of the Training Program

条款四：培训项目组织方

The trainers, in addition to speakers, mentors, and tutors, are professional within the tech industry. They are assisted by teaching assistants.

培训机构除了安排训练营导师，专业网页工程师进行常规授课以外，还会邀请相关领域的专家给学员开展不同的主题演讲和分享活动。

The general conditions under which the training program is provided are as follows:

培训开展的基本条件，如教育资源，技能传授以及知识架构方法等如下：

- Trainees must provide their own laptops.
学员需自备笔记本电脑。
- During and after the training sessions, trainees can access additional course material online, which will help them to review the points discussed during the session.
培训期间，培训学员能够随时在培训机构内部网站上获取额外的学习资料，帮助复习培训课程中涵盖的内容

- The theoretical course is combined with practical exercises performed by trainees. Sessions during which trainees code in teams of two will be organized regularly, in addition to sessions during which trainees code with their coaches and peers in front of the class.
培训课程由理论知识和编程实战训练组成。日常的编程实战训练包括学员结对完成编程任务，学员在导师和同学的观摩下进行实时代码编写。
- All trainees are encouraged to pitch one web application idea and submit it to the votes of the whole group. No intellectual property will be obtained during this phase. Peers will select their favorite projects and form diverse working groups for the last 120 hours of the training program. No teams will be formed before the pitching session starts. Product ideas will be turned into working prototypes made with open-source code. All prototypes code and content will be under Creative Commons license (CC BY 3.0)
在项目想法演示日 (product pitch day)，每位培训学员都需要提交一个网络应用开发程序的想法，全体培训学员将对此想法进行投票。根据投票结果，将产生不同的产品工作组。在训练营的最后120个小时，学员们会根据上述的组队结果分团队合作，开发程序。培训学员提出的上述想法在此阶段不会获得任何知识产权。产品创意将转化为使用开源代码制作的产品原型。所有原型代码和内容必须符合创作共用授权许可（Creative Commons license (CC BY 3.0)
- The coding course is supported by guest talks, company visits, and social activities. These optional events are strongly encouraged for trainees to attend for networking purposes.
培训机构会在核心编程课程之外，组织一系列的补充活动，包括由外部嘉宾主讲的创新讲座，参观 Shanghai 的科技公司和其他社交活动。上述活动由学员自愿参加，不过鉴于此类活动有益于学员扩展社交网络，强烈建议培训学员参加。

The Training Organization reserves the right to cancel the training program upon written notice 3 (three) weeks before start date. In the event of cancellation, the deposit paid would be returned in full to the future participants or postponed for a future training session.
培训机构保留在训练营开始日期前三个星期发出书面通知取消培训计划的权利。一旦发生上诉取消培训计划的情况，培训学员支付的学费定金将全额退还（包括增值税）或者可以抵扣参加未来一期训练营的费用。

Article 5: Academic Conduct
条款五：训练营期间的学术行为

- Trainees are expected to complete their daily coding challenges and review their flashcards daily.
培训学员须完成每日编程任务并且及时复习当日内容
- Trainees are expected to be on time to class every session; tardiness disturbs other trainee learning and is not accepted.
学员需每日准时参加课程，不得无故干扰其他学员学习。
- Trainees shall miss no more than 3 sessions of class throughout the program; absence disrupts group work and negatively impacts other trainees' education experience.
培训期间，累计旷课不得超过3天；缺席行为会打乱团队进度并给其他学员的培训体验带来负面影响。
- Failure to adhere to the above expectations may result in Trainee expulsion from the program without refund, after 1 (one) warning and at the sole discretion of the Training Organization.
违反以上条款的培训学员，培训机构将给予一次警告。在收到警告后，若学员的违规行为未改善，培训机构将保留开除培训学员且不退还学费的权利。

Article 6: Financial Provisions
条款六：学费规定

Training cost in Shanghai totals ¥35,820 tax excluded. Prices are regularly updated.
本培训课程的学费为人民币 ¥35,820。学费会不定期进行调整。

Optional: The Training Organization can issue a regular fapiao (consulting type) in China. Payment must be organized through the recipient of the fapiao and an additional 1% is required for Value Added Tax (VAT).
可选：本培训机构可出具增值税普通发票（咨询类）。付款必须为公对公支付，同时需加收 1 % 的增值税税费。

A non-refundable deposit of 7,000 RMB is required to be paid within 5 days of the Trainee's contract signature. The remaining tuition balance is expected before or on the first day of training.
学员需在合同签订后5日内支付定金，金额为人民币7000元整。定金一经支付，不予退还。培训费尾款需在课程前或者课程开始第一日内支付完毕。

Payment schedule:
学费支付期限：

- 7,000 RMB: within 5 days of Trainee contact signature
人民币7000元整：合同签订后5日内
- Remaining balance: 08/08/2021
尾款：08/08/2021

Article 7: Interruption of the Training Program
条款七：中断培训计划情况

Should the Training Organization terminate the training program early, or should the Trainee leave the training program for any reason other than duly recognized case of force majeure, this agreement will be terminated in accordance with the following financial terms and conditions:
如果培训机构提前终止培训计划，或者培训学员因不可抗力事件以外的任何原因提前终止训练营课程，则本协议将根据以下财务条款和条件终止：

- (i) In the event the course is terminated by the Training Organization, the tuition paid will be returned to the Trainee in full.
如果培训机构方中止训练营课程，培训学员可获得学费全额退款。
- (ii) In the event the Trainee is expelled by the Training Organization for academic misconduct, the tuition paid will not be returned.
如果培训学员因学术不端行为而被培训机构开除，则培训学员支付的学费将不予退还。

- (iii) In the event that the course is terminated by the Trainee for any reason other than duly recognized case of force majeure, the tuition paid will not be returned.
如果培训学员由于任何非不可抗力原因提前终止训练营课程，则培训学员支付的学费将不予退还。

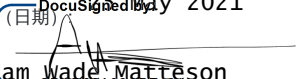
If the Trainee is prevented from following the training program due to a duly recognized case of force majeure, the training agreement is terminated. In such case, the services actually provided are due based on the pro-rata temporis value as determined under this agreement.
如果培训学员由于公认的不可抗力被迫终止训练营课程，本协议也将相应终止。培训学员将根据本协议中课程安排的比例向培训机构支付与其实际提供服务价值对应的费用。

Article 8: Disputes
条款八：争议

If a claim or dispute cannot be settled amicably, only the courts of the judicial district of Hong Kong Special Administrative Region of the People's Republic of China (HKSAR) are competent. The parties choose the national law as the applicable law.
如果无法以友好方式解决索赔或争议，则只有中华人民共和国香港特别行政区司法区的法院才有资格。双方选择国家法律作为适用法律。


Trainee (培训学员)

Adam Matteson

Date (日期): 25 May 2021

Adam Wade Matteson
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Training Organization (培训机构)

Alexander Smith


Date (日期): 25 May 2021