

## **OPERATIONS CONSULTING AGREEMENT**

This Consulting Agreement (the "Agreement") dated "31st May 2022" by and between **EmplOable Learning (OPC) Pvt. Ltd.** ("Hereinafter referred to as "Vendor"), whose principal place of business is at N 901, Jasminium, Magarpatta City, Hadapsar, Pune 411028 and **St. Xavier's College** (hereinafter referred as "Institute"), with its principal place of business at St. Xavier's College, Ranchi Post, Box No-9, Dr. Camil Bulcke Path, Ranchi, Jharkhand-834001 (both together referred as "parties").

Whereas St. Xavier's College (SXC) is engaged in the business of providing Knowledge Solution and Services to their students.

Whereas Vendor is engaged in disseminating online learning to students, preparing them to become employable.

Whereas the Vendor proposed to provide its services to SXC and SXC has accepted the same. The terms and conditions set out under this agreement shall govern the engagement of Vendor and obligation agreed herein.

Whereas Vendor acknowledges that the scope of its authority is limited and the activities undertaken on behalf of SXC shall be at the advice and direction of SXC; provided, however, that SXC shall not unreasonably withhold or delay any advice or direction reasonably required for Vendor to carry out its obligations under the Agreement.

### **1. Role and Responsibilities of Vendor:**

1.1. SXC will provide all administrative support for informing the students about the course. Vendor will deliver via the online live sessions mode. Vendor will promptly escalate and communicate any issues experienced via mail or chat messaging, to the identified SPOC as designated by SXC.

1.2 Vendor shall deliver the Services in accordance with the set standards and as per the curriculum.

Note: The details of the vendor's services to be provided to SXC. Please refer Annexure A

### **2. Payments:**

The Vendor hereby expressly acknowledges that there will be no other fees or benefits of any nature that will be paid except for the fees that will be paid for what has been agreed upon between SXC and EmplOable.

### **3. Payment Schedule & Terms:**

The complete fee is to be paid online at the time of registration by each student, in advance, prior to commencement of the course.

#### **4. Contract Renewal:**

This Agreement will have a term of 36 months. It may be renewed on expiry of the initial term from the date of the Agreement upon mutual written consent of both Parties for time period and terms & conditions mutually agreed upon.

#### **5. Confidentiality Agreement:**

Vendor will keep confidential any information that is obtained from SXC during the course of training activities while under this Agreement. Similarly, SXC will not use any document, either physical or online, as used by EmploUable to train SXC students, for further usage.

#### **6. Termination of the Contract:**

Either party will have the right to terminate this Agreement at any time without any cause by 3 months prior written notice to the other party. Neither party shall be liable to the other party herein for the termination.

#### **7. Force Majeure:**

Neither party shall be liable for any delays or failures to perform under this Agreement due to causes beyond its reasonable control, including without limitation fire, flood, COVID restrictions or other natural catastrophe, Governmental Acts, Orders, or Regulation, acts of terrorism, and strikes, to the extent not occasioned by the fault or negligence of such party. Any excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party, and the delayed party shall use reasonable efforts to minimize the delay.

#### **8. Additional Terms:**

SXC agrees to provide information as requested and needed by Vendor to attain the goals and objectives of this Agreement on a timely and satisfactory basis. Vendor pledges that it will utilize its best efforts to attempt to accomplish the goals and objectives of the project as stated in this Agreement. Vendor is not authorized to enter into any commitments on behalf of Institute unless such commitments are pre-approved by Institute in writing.

#### **9. Governing Law**

Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, shall be referred to and finally determined by Arbitration.

#### **10. Severability.**

If any provision of this Agreement is judicially determined to be invalid or unenforceable, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement shall continue in full force and effect.

## **ANNEXURE**

### **Course Details – brief overview**

**Name of the certification Course:** Employment Skills Development

**Course Delivery Mode:** Online Live Classroom Sessions

**Course Duration:** 3 Months

**Course related student IT requirement:** Every student needs to have Laptops / Smart Phones with net connectivity - required to attend the course.

### **Broad Coverage Areas:**

- Pre-Program Evaluation
- Conversation Skills for Self
- Mastering one-on-one conversations
- 'Thinking in English - Converting 'Thoughts into Words'
- Conversing in a Group (Preparing for Group Discussions)
- Professional Writing Skills (Impactful e-mail writing / creating an effective Resume)
- Skills for facing the Interview Panel
- Business Etiquettes and Grooming – a must for today's professionals
- Basic Selling Skills (requirement of front line Sales Professionals)
- Post program evaluation and certification

### **Course deliverables per month:**

- 8 hours of Skill Building labs
- 5 hours of Master Classes
- Periodic interactions with senior Industry Experts from diverse sectors, to help build unique industry specific insights.

### **The Process:**

- The student logs in on emplouable.com portal
- Post enrolment, the student gets a confirmation on SMS and email.
- The 3 months calendar displays the online class and batch schedule for the particular student.
- The student joins the online classroom sessions as per her/ his schedule.

### **Course Conduct Methodology**

- **Batch size :** 25 students, to be expanded to 30 students maximum – this so , as the students need individual focussed attention during the skill building labs, during the week.
- **Batch timings:** Evening slots of 1 hour for every individual batch (the timings will be wef 1600H onwards), as per their individual slotting, which will be confirmed to them through an e-mail, post their successful registration for the course – no conflict with the regular course curriculum.
- **Faculty involvement:** Every faculty will be facilitating a maximum of 150 students – 25 students / batch – 2 batches / day.
- **Master Class:** Once every week (Saturday / Sunday) – for 1 to 2 hours / week
- **Industry Expert sessions -** Once every fortnight (Saturday / Sunday) – 1 hour session – to be attended by all student participant
- **SXC, Ranchi –** Will provide Emplouable with the soft copy of the list of all students to be enrolled in the course, with their mail IDs and contact numbers.



## 11. Agreement

This Agreement supersedes all prior and contemporaneous negotiations, agreements, arrangements and understandings, whether written or oral. No representation, promise, inducement or statement of intention has been made by either party, which is not embodied herein. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile, which will have the effect of an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized representatives as set forth below.

EmploUable Learning (OPC) Pvt. Ltd.

EMPLOUABLE LEARNING (OPC) PRIVATE LIMITED

Authorized Signatory.

DIRECTOR

Printed Name: VINEET SHRIVASTAVA

Title: Director

Date: 31<sup>st</sup> May 2022

St. Xavier's College, Ranchi

Authorized Signatory.

Printed Name: PRINCIPAL  
ST. XAVIER'S COLLEGE  
RANCHI

Title:

Date: 31<sup>st</sup> May 2022