

**Agreement between St. Xavier's College and
The Midas Touch (A Unit of Mayfair Events LLP)**

AGREEMENT

This Agreement is made at St. Xavier's College, Kolkata on the 13th June 2025 ("Effective Date").

BETWEEN

St. Xavier's College (hereinafter referred to as SXC), having its office at 30 Mother Teresa Sarani (Park Street), Kolkata – 700016; represented through Rev. Dr. Dominic Savio, SJ, Principal, who is duly authorised to sign and execute this Agreement on behalf of SXC, the party of the **First Part**;

AND

The Midas Touch (A Unit of Mayfair Events LLP) (hereinafter referred to as The Midas Touch), having its address at 4D Venus Apartment, 9 Mayfair Road, Kolkata - 700019 represented through Mr. Nilesh Agarwal (CEO), who is duly authorised to sign and execute this Agreement on behalf of The Midas Touch, the party of the **Second Part**.

The expression party of the First Part and the party of the Second Part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns.

SXC and The Midas Touch shall hereinafter be jointly referred to as the "Parties".

WHEREAS,

1. The Parties of the First and Second Parts have appreciated each other's objectives in promoting excellence, inter alia, academics and in common areas of interest and are desirous of entering into an Agreement for mutual benefit and advantage.
2. SXC and The Midas Touch, in joint co-operation, propose to launch Diploma Courses of six months' duration.
3. The Parties are also desirous of working together for identifying other areas of co-operation between them.

4. The Parties hereto are desirous of putting the broad terms of the collaboration into an Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Based on the terms and conditions as may be mutually agreed upon between the Parties from time to time, both the Parties agree as follows:

1.1 The following expressions shall have the following meanings:

"Candidate" shall mean any person who has registered himself/herself for the courses offered by The Midas Touch.

"Course" shall mean the following conducted in joint collaboration between SXC and The Midas Touch leading to joint certification by SXC and The Midas Touch.

The course titled Diploma in Event Management will be a six months' course in joint collaboration of SXC and The Midas Touch.

Program Name	Duration	Course Fees
Diploma in Event Management	8 months (Eight months)	₹ 45,000 (forty five thousand)

1.2 The eligibility of the Candidates, admission procedure and selection of the candidates shall be decided jointly by SXC and The Midas Touch.

1.3 The Diploma in Event Management courses will commence from the academic session 2025-26.

1.4 To be eligible for the certificate, the Candidate would be required to show consistent performance and successfully complete the following:

1.5 The Midas Touch shall provide faculty for the Course out of its own faculty or from outside, but based on the competencies, expertise and credentials of the faculty as required for the course.

2. RIGHTS AND OBLIGATIONS OF SXC

2.1 SXC shall recognize the Course and issue mark sheets to all candidates and diploma to the successful candidates after the completion of the Course.

2.2 SXC shall accept the marks and the performance reports of the candidates submitted by The Midas Touch for the purpose of issuing mark sheet and diploma.

2.3 SXC shall extend help and co-operation to The Midas Touch in developing other educational programmes in future on such terms as may be mutually agreed upon.

2.4 SXC shall inform The Midas Touch about the number of candidates enrolling for the course within 15 days of closure of admissions.

2.5 The Course will be conducted at SXC premises.

2.6 Revenue sharing: The Midas Touch's share of course fees will be 30% (inclusive of Goods and Services Taxes, as applicable) and SXC will be 70%.

2.7 SXC will not bear faculty remuneration.

2.8 SXC will bear all advertisement and promotional expenses for the courses.

3. RIGHTS AND OBLIGATIONS OF THE MIDAS TOUCH

3.1 The Midas Touch shall tie-up exclusively with SXC for the Diploma course on Event Management, as mentioned in this Agreement.

3.2 The Midas Touch shall co-ordinate with the faculty regarding the lectures, schedule the lecture timings, conduct all assessments and provide necessary assistance and guidance to solve the Candidates' queries.

3.3 The Midas Touch shall ensure that the content of the lectures is conforming to the Course covered by this agreement.

3.4 The Midas Touch shall monitor the performance of the faculty for ensuring the quality of the lectures.

3.5 Remuneration of the faculty shall be borne entirely by The Midas Touch.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Neither party during the course of performance of this Agreement desire nor intend to transfer any intellectual property rights whatsoever with respect to any

information that is proprietary.

4.2 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.

5. NO LIABILITY OR AUTHORITY

5.1 Nothing in this Agreement shall give either party any right to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorised by the latter in writing.

5.2 Neither party shall be liable to the other for special, indirect or consequential losses or damages incurred or suffered by the other party arising as a result of or arising out of this Agreement whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

6. INDEMNITY

The Midas Touch shall indemnify and keep SXC indemnified, and defend and hold harmless SXC, its respective administrators and employees, from and against all losses, damages, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers' fees, directly or indirectly arising out of or resulting from any claim or action made by any faculty identified by The Midas Touch under clause 1.6 above.

7. REPRESENTATIONS AND WARRANTIES

Each party to this Agreement represents and warrants that-

7.1 It is validly formed according to the laws of India.

7.2 It has full power and authority to enter into this Agreement and it has obtained all the sanctions that may be required under the laws applicable to it.

8. ASSIGNMENT

The Midas Touch shall not assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of SXC.

9. TERM AND TERMINATION

9.1 This Agreement shall remain in force for an initial period of three (3) years from the date of signing unless its validity is renewed for a further period mutually by the Parties.

9.2 This Agreement may be terminated by mutual consent of the Parties. But the termination of the agreement will not affect the on-going batch students for the course, if any.

9.3 Notwithstanding any termination or expiration of this Agreement, the rights and obligations under the clause 'Confidentiality', 'Intellectual Property Rights', 'Indemnity' and 'Representations and Warranties' shall survive and continue and shall bind the parties and their legal representatives, successors and assigns.

9.4 Any termination under the above clauses shall not affect the rights and obligations of the Parties and the Parties shall be entitled to exercise their rights and be obliged to fulfill their obligations under this Agreement which had arisen prior to such termination.

10. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Civil Courts in Kolkata.

11. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any party the agent of any other party for any purpose or entitle either party to commit or bind the other party in any manner or give rise to fiduciary duties by either party in favour of the other.

12. NON EXCLUSIVITY

This Agreement shall be on a non-exclusive basis so far as SXC is concerned and nothing in this Agreement shall prevent SXC from pursuing similar initiatives with any other third parties.

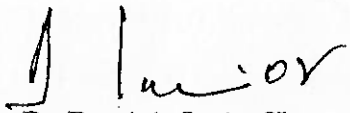
13. ALTERATION

Any alteration, modification or addition to this Agreement or waiver of any of the terms hereof shall be valid if made by mutual consent of both the parties.

14. COUNTERPARTS

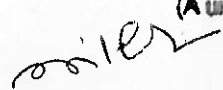
This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF both the Parties through their duly authorised representatives signed this Agreement on the day, month and year first hereinabove mentioned.


 Rev. Dr. Dominic Savio, SJ
 Principal
 St. Xavier's College (Autonomous)
 30 Mother Teresa Sarani
 Kolkata - 700016
 For the SXC

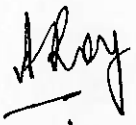
**Principal
 St. Xavier's College
 (Autonomous)
 Kolkata**

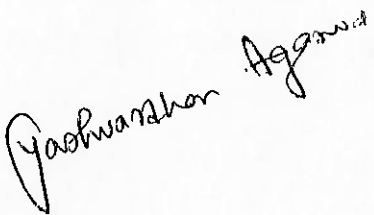
THE MIDAS TOUCH
 (A unit of Mayfair Events LLP)


 Mr. Nilesh Agarwal
 CEO
 The Midas Touch (a unit of Mayfair Events LLP)
 4D Venus Apartment, 9 Mayfair Road,
 Kolkata - 700019
 For The Midas Touch

In Presence of Witness:

In Presence of Witness:


 Name: Dr. Amitava Ray
 Title: Associate Prof.


 Name: Yashwardhan Agarwal
 Title: Managing Partner