

KELEM TUTOR SERVICE PROVISION AGREEMENT

This agreement is made and entered into between:

Kelem Educational Consultancy P.L.C, hereinafter referred to as "The Client,"
Address: Addis Ababa City, Lemikura Sub-City, Woreda 10, House No. New
AND

Mr./Mrs. Yeabsira Ayalew kassie, hereinafter referred to as "The Tutor,"

Address: Addis Ababa City Arada Sub-City, Woreda, 04 House No. - **WHEREAS**, the tutor is duly competent to provide tutoring services facilitated through Kelem Tutors.

WHEREAS, the tutor agrees to provide services as assigned by the client.

Both parties hereby agree to the following:

1. TERM

This Agreement commences on 23/5/2017 E.C and continues until terminated as per Articles 4.4, 4.5, and Article 9 below. This agreement supersedes all prior verbal or written agreements between the tutor and the client.

2. COMPENSATION

1. The tutor's hourly rate will be determined based on their **tier status** and the **grade level** of the students they are tutoring. The tutor's tier will be displayed in the Kelem Tutors' Telegram bot, which the tutor will also use to track their work hours.
2. Tier One tutors will have the opportunity to work across all three scales premium, standard, and basic while Tier Two tutors will be limited to working on the standard and basic scales.
3. Parents seeking Premium Level Tutors will pay the premium rate if only one child is being tutored. If they have two or more children, they will receive a sibling discount, and the price will be based on the standard scale.
4. Parents seeking standard-level tutors will pay the standard rate if only one child is being tutored. If they have two or more children, they will receive a sibling discount, and the price will be based on the basic scale.
5. The payment will be made by the parents or clients of Kelem Tutors one month after the tutoring service begins or upon the completion of the timesheet.
6. Out of the monthly payment, the tutor will pay Kelem Tutors a **service fee** from their total earnings based on the following percentage table.

Grade	Gross payment			Percentage Deducted	Net payment		
	Basic	Standard	Premium		Basic	Standard	Premium
KG-3	230	250	275	20.00%	184	200	220
4-5	250	270	300	20.00%	200	216	240
6-7	270	300	350	19.00%	218.7	243	283.5
8-10	280	350	400	18.00%	229.6	287	328
11	300	350	420	17.00%	249	290.5	348.6
12	350	400	500	16.00%	294	336	420

3. Timekeeping Rules

The system will calculate hours when you pause a session. You are expected to manage your time according to the schedule agreed upon with the parent.

Hours Tutored	1:00 - 1:12	1:13 - 1:25	1:26 - 1:35	1:36 - 1:50	1:51 - 2:00
Hour Calculation	1:00	1:20	1:30	1:40	2:00

4. OBLIGATIONS OF THE TUTOR

1. The tutor will adhere to all tasks and policies set forth by the client.
2. The tutor must attend any training or consultation sessions as required by the client.
3. The tutor will schedule sessions based on the convenience of the students or their parents.
4. The tutor must notify both the client and the parents in case of absence from scheduled tutoring.
5. If the tutor wishes to terminate the contract, they are required to continue providing services until a replacement is found. However, if no replacement is found within two weeks, the tutor may terminate without penalty.
6. Tutors may choose to terminate the agreement on the first day due to logistical challenges, provided no service has begun. Once tutoring starts, the agreement is deemed effective.
7. The tutor is responsible for paying Kelem Tutors its service fee as per the compensation agreement.
8. The tutor assumes full responsibility for any legal violations under Ethiopian law that occur during tutoring at the client's premises and shall indemnify.

Here's how the system will calculate hours when you pause a session. You are expected to manage your time according to the schedule agreed upon with the parent.

5. LEGAL CONSTRUCTION

If any part of this Agreement is found to be invalid, illegal, or unenforceable, such a provision will not affect the validity of the rest of the Agreement, which will be construed without the invalid provision.

6. NON-SOLICITATION

For one year following the termination of this Agreement, the tutor agrees not to:

1. Solicit or provide services to any individual or company who has previously been a client of Kelem Tutors and with whom the tutor has worked.
2. Entice away any tutor who has worked with Kelem Tutors within the preceding year.

This article does not restrict the tutor from conducting independent business.

7. TERMINATION

The Client may terminate this Agreement without notice in the event of:

- Substance abuse,
- Gross disregard or intentional noncompliance with Client policy,
- Physical or mental incapacity to perform duties,
- Conviction of a felony.

Either party may terminate the Agreement if performance is hindered by force majeure.

8. PENALTY

Violation of Articles 4.4, 4.6 and article 6 will result in the tutor compensating the client 19,999 ETB for income losses incurred by the tutor not fulfilling its service fee payment and income losses incurred due to abrupt service termination.

9. GOVERNING LAW: This Agreement is governed by the laws of Ethiopia.

By signing below, both parties agree to the terms outlined in this Agreement.

On behalf of THE CLIENT


Name: Fikru Yakob Ababiya

The Tutor

Name: Yeabsira Ayalew

Title: Manager

Signature: 

Signature: 

Date: __23/5/2017 E.C