**Agreement Between**

**Bangladesh Finished Leather, Leathergoods and Footwear Exporters' Association (BFLLFEA)**

**and**

**Sustainable Research and Consultancy Ltd. (SRCL)**

**Date:**

Bangladesh Finished Leather, Leathergoods and Footwear Exporters' Association, BFLLFEA; the Apex Trade Body to represent the Finished Leather Sector of Bangladesh stands out in the global panorama with distinct identity and stature. It adheres to innovation and creativity so that the sector-based policy-making process becomes realistically and strategically perfect and gives off the result that expedites its developmental phase.  BFLLFEA has started its journey in 1986 by the all-out initiatives of few persons working on finished leather, leathergoods and footwear sector. It was formed as a trade association to facilitate and promote finished leather business. To cater the demand generated from the changing global leather value chain, it has been matured into the level and height of a world class organization. Now a day, it has given highest priority in the specialization of resources. Today it is an organization of about 164 members that represent one of the largest exports earning sectors of the country. Presently, it is working to achieve the goal of transforming finished leather, leathergoods and footwear sector with technologies linked to the fourth industrial revolution (4IR) by using the digital Bangladesh platform to turn 4IR challenges into opportunities. BFLLFEA (Dhaka Office: House-32/A, Flat-B-2, R/A Rd 02, Dhaka 1205.) will appear as the First Party of this agreement.

SRCL is an incorporated and registered consultancy and research-based company in Bangladesh. The SRCL is working on project proposal preparation, management, submission, fund management, local and international fund liaison, project implementation, conduction of training and final report processing. They are serving their clients with an unparalleled service. The SRCL board of directors are interested to engage jointly with BFLLFEA on relevant fund management program for producing skilled and trained human resources in finished leather, leathergoods and footwear sector in the context of 4th Industrial Revolution (4IR). The SRCL (Head Office: Taz Mansion, 28, Kawran Bazar, 2nd Floor, Dhaka-1000, Bangladesh) will be appeared as the Second Party of this MoU.

For completion of this purpose, the Executive Committee of BFLLFEA and the Board of Directors of SRCL are agreed to conduct a joint program in Bangladesh on skill development fund management program related to export-oriented sector and if possible, on other fund management opportunities also.

Noted that, EC Committee of BFLLFEA and Board of Directors of SRCL will adhere to the operational and financial policies outlined below for the application and receipt of funds, maintenance of a joint account and how the funds will be utilized in each and every project.

**JOINT VENTURE AGREEMENT:**

1. **Program Operational Policies:**

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| **Sl. No.** | **Policies** | **Standard Operation Procedure (SOP)** |
| **01** | **Name of The Parties** | 1. Chairman and Sr. Vice Chairman from EC Committee of Bangladesh Finished Leather, Leathergoods and Footwear Exporters' Association (BFLLFEA) as First Party 2. Sustainable Research and Consultancy Ltd. (SRCL) as Second Party |
| **02** | **Contractual Intent** | In entering into this agreement, the joint program hereby declare and affirm that their primary contractual intent is to pool their resources and expertise to undertake contracts on any type of skill manpower preparation and export in Bangladesh and carry on any such activities as may be necessary to the business. These functions include:   * Making a fund for BFLLFEA operational process * Upgrading the skill of human resource in 4IR sector for future preparation * Introduce the modern technologies for industrial sector * Industrial development for further * Utilizing the resource fund from different govt. and donor sectors. * Apply for collaboration with different international corporation * Apply for fund (Related to skilled manpower preparation and export) * Pursuing the fund * Receiving the fund from national and international organizations * Utilization of fund for project management |
| **03** | **BFLLFEA Responsibilities** | BFLLFEA shall initiate, look and join any project started related to skilled human resource development projects in the Bangladesh or outside the country if opportunity comes.   * Perform as a lead partner of the project * Participate any local meeting related to project * Visit different country program and training event related project * Provide official and transport support to project management unit * Profit sharing with partners * Provide official facilities for project management unit |
| **04** | **SRCL Responsibilities** | 1. Sourcing the Local (Govt.) and International (Donor) fund in context of:  * Medium Project * Mega Projects and * Giga Projects  1. Project Proposal Preparation 2. Project Submission 3. Apply jointly to collaborate with different international corporation 4. Apply jointly for receiving fund (Related to skilled manpower preparation, export and other relevant) 5. Pursuing the fund and file processing 6. Receipt of fund from national and international organizations 7. Utilization of fund for project management 8. Full project management 9. Arrange and coordinate training program (Foreign and local) 10. Participate in different national and international level meeting on behalf of BFLLFEA 11. All kinds of liaison management from project office (Email, phone, Fax and other social format) 12. Support project team formation and project management unit 13. Arrangement of workshop, dialogue, campaign, announcement, social marketing like (Facebook, YouTube, what’s app, Skype, and other) 14. Training center development at all around Bangladesh and abroad 15. Profit sharing |
| **05** | **Benefits of BFLLFEA** | General benefits of BFLLFEA with this project:   * Get new funds for 4IR development * Prepare for new industrial revolution and rule I the international market * Increase the number of skilled manpower for these sector * Increase the production for every factory * Prevent the COVID-19 expansion and smoothening the business during any disasters * Increase the BFLLFEA fund * Training facilities increase of BFLLFEA members factories * Earn more values and revenue from this sector |
| **06** | **Duration** | The term of this agreement shall be for an extendable period for six (6) years commencing on the date of signing this agreement unless earlier terminated by the provisions hereof, by applicable laws of the Bangladesh, or by bankruptcy, retirement or withdrawal of both companies. |
| **07** | **Decision Makers** | EC Committee of BFLLFEA (Chairman and Sr. Vice Chairman) and Managing Director from SRCL can make, change and redesigned any other decisions of the program with due informed with Chairman and Board of Directors committee. |

1. **Financial Policies:**

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| **Sl. No.** | **Policies** | **Financial Standard Operation Procedure (SOP)** |
| **01** | **Name of the Bank Account** | BFLLFEA Project Management Unit |
| **02** | **Fund Name** | BFLLFEA-SRCL JV |
|  | **Account Operation** | BFLLFEA-SRCL JV fund will be maintained in a schedule bank of Bangladesh |
| Any operation in this account must be operated through the joint signature of the elected Chairman or mentioned personnel, any one available of EC committee of BFLLFEA and Managing Director of SRCL. |
| **03** | **Sources of Fund** | Fund will be received from different kinds of sources. Like as:   * National and International Training Fund * Different project fund * Skill development fund * NSDA, BMET, SEIP, Be SKILL FULL, STEP, SEP, Asshwas and other skill project * Consultancy Fund * Professional Training * Implementation Fund * International processing fund * GO and NGO Fund * Different construction fund * Skill school fund and * Others |
| **04** | **Heads of Expenditures** | 1. Permanent Staff Payment  * Program Head * Head supporting staff (PS, Project staff, Driver, Peon) * Chief Accountant * 2 Project officers  1. Contractual Staff Payment  * Project Team leader * Deputy team leader * Specialists * International specialist * Consultant * Project staffs * Trainers * Training support staff * Accounts (2) * Drivers * 1 peon, 1 accountant  1. Project Gaining Negotiation mechanism (Official Cost) 2. Transportation (Rent/Permanent) 3. Different Items Purchase like Furniture, Electrical goods-laptop, printer, scanner, photocopier, office interiors, stationaries and others 4. Marketing Cost (Seminar, Workshop, Program Participation) 5. Duties (VAT+TAX etc.) |
| **05** | **Miscellaneous** | Different types |
| **06** | **Audit** | 1. This BFLLFEA-SRCL JV fund will be audited by a recognized Audit firm annually 2. At the end of any project in the center an internal audit will be conducted through a financial committee. |
| **07** | **Consultancy Fees** | For full project procurement and fund receiving the SRCL will receive 15% (in word fifteen percent) of total project volume as their consultancy fees within 3 days after receiving the fund. |
| **08** | **Facilities of Project management Unit** | Program head (Presently Abu Jubayer) will be held up a Position as a Director of Project Management Unit (PMU) of BFLLFEA. |
| **09** | **Principal Office** | * To conduct all types of project management the project management unit can use the present BFLLFEA (House-32/A, Flat-B-2, R/A Rd 02, Dhaka 1205). As their regular office operation by due authority of EC committee of BFLLFEA. * Official facilities for training and other program conduction with issuing letters, training facilities, instruments, training and other facilities rooms and other legal documents for further activities. |
| **10** | **Decision Makers** | EC Committee of BFLLFEA (Chairman and Sr. Vice Chairman) and Managing Director from SRCL can make, change and redesigned any other decisions of the program with due informed with Chairman and Board of Directors committee. |

**Disclaimer:**

All the clauses (1-10) of this deed form are well known to us. We undersigned personnel are concern, agree and will follow all above clauses accordingly. If any changes are required then with all others concern, we’ll decide and finalize the changes.

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| **Permitted and Agreed By:** | |
| **Party 01 – BFLLFEA:** | |
| Mr. Mohiuddin Ahmed Mahin  Chairman, BFLLFEA  Session 2019-2020 | Signature and Seal: |
| Mr. Md. Diljahan Bhuiyan  Sr. Vice Chairman, BFLLFEA  Session 2019-2020 | Signature and Seal: |
| Witness 01 from BFLLFEA: | Name:  Designation: |
| **Party 02 – SRCL:** | |
| ABU JUBAYER  Managing Director of SRCL | Signature and Seal: |
| Witness 01 from SRCL: | Name:  Designation: |