



**AN AGREEMENT  
FOR  
CONDUCTING A SOFT SKILLS TRAINING PROGRAMME  
FOR 24 YOUTH FROM TRINCOMALEE  
BETWEEN  
ROYAL INTERNATIONAL COLLAGE  
AND  
BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**

**THIS COLLABORATION AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into at Trincomalee on this 20<sup>th</sup> June, 2019 by and between;

**BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**, commenced its activities in the year 2000 with the overall objective of assisting youth in their education, providing employment through career guidance and vocational/professional trainings for school leavers, and linking youth with private sector companies for prospective employment. This has registered as Berendina Employment Center (Guarantee) Limited under the Company Act No. 7 of 2007 with the number GL 2303. It has further registered as a Non-Governmental organization with the number L-160116. While the head office of BEC is located in Colombo, there are 10 branches in the country - Yatiyanthota, Kegalle, Ginigathena, Trincomalee, Mulliativu Nuwara Eliya, Anuradhapura, Batticaloa, Polonnaruwa and Ampara. Having registration its main office at no 44/03 Narahenpita Road, Nawala, Sri Lanka. (Hereinafter referred to as “**BEC**”) being the party of **the FIRST PART**;

**AND**

The Royal International College Popularly known, Royal No 07 church road, Trincomalee Royal has under the Number DIG/FIN/F/Busin/Reg/62663 To make our college backbone stronger we have being associating with the study centers such as Sri Lanka Institute of Marketing (SLIM), Institute of Bankers of Sri Lanka (IBSL), British Council, Tertiary and Vocational Education Commission Sri Lanka (TVEC) and as well as Madurai Kamaraj University. Our Main Course programmes are Diploma in English, Diploma in ICT, Provide special professional courses IBSL, Preliminary Certificate in Marketing & Post Graduate Diploma in Marketing -SLIM. (hereinafter referred to as **RIC**”) being the party of the second Part;

**NOW THEREFORE** the Parties hereto agree as follows;

## **1. TERM OF THE AGREEMENT**

1. This agreement shall bind and be enforceable by and against the parties here to and their successors and has been designed for a term of three months 20<sup>th</sup> June 2019 30<sup>th</sup> September 2019, commencing on 20<sup>th</sup> June ,2019
2. However, the said period may be extended or terminated early by the parties on valid grounds as more fully indicted in Clause 09.
3. This Agreement shall be in force from the 20<sup>th</sup> June 2019 and shall expire on 30 September 2019. or as agreed to in writing by the parties hereto (hereinafter referred to as the “**Term**”).

## **2. OBLIGATIONS OF ROYAL INTERNATIONAL COLLAGE (TRAINING PROVIDER)**

RIC agrees to the following:

- I. Conduct the SOFT SKILLS TRAINING for a MINIMUM of youth selected by BEC and RIC from Trincomalee
- II. Facilitate the successful completion of the SOFT SKILLS TRAINING for a MINIMUM of 24 youth
- III. Conduct the SOFT SKILLS TRAINING with the Training fee per student at LKR 17,000.00 and Total course fee of LKR 17,000.00X 24= LKR 408,000.00
- IV. Organize and conduct an awarding ceremony for successfully completed students who have met the minimum requirements of the course in partnership with BEC
- V. Ensure the continuous participation of the students and Motivate students in proper ways to **minimize absence.**
- VI. To monitor the quality of the course in consultation with BEC.
- VII. To submit to BEC relevant documents relating to payments requests, certified by the RIC representative
- VIII. To ensure that its instructors/lectures are suitably trained, qualified and experienced to conduct the SOFT SKILLS TRAINING hereto for the successful completion of the course.
- IX. To permit BEC to discuss with students by visiting the lecturer hall /premises within which the course will be conducted giving sufficient prior notice.
- X. To ensure that all activities undertaken during the course of the SOFT SKILLS TRAINING are carried out consistently with all applicable requirements of RIC
- XI. Maintain punctuality and discipline of the youth
- XII. To be responsible for all payments of salaries and/or fees to the instructors/lecturers and to pay for any other remuneration where required
- XIII. Ensure the students attendance with the coordination of BEC and parents
- XIV. To closely monitor the SOFT SKILLS TRAINING program and ensure the program is in order with the support of the RIC lecturers

XV. To provide advice related to student's attendance to BEC as and when required

### 3. OBLIGATIONS OF BEC (IMPLEMENTING AGENCY)

BEC hereby agrees to undertake the following:

- I. Cover the course fee for 24 selected youth and pay the course fee directly to RIC upon receiving the payment request
- II. BEC will be the main contributor for this training and pay LKR 408,000.00 (24 X 17,000.00) to RIC by installment basis. Amounts will vary according to the number of additional students completing the program
- III. Payment from BEC will be as follows,
  - a) 1st Installment 40% of total as LKR. 163,200.00 upon from the date of commencement of the course (requested documents is signed MOU, payment request, students name list, course module and time table)
  - b) 2nd installment 30 % of total LKR 122,400.00 upon covering 50 percent (%) of the course module (requested documents payment Request, attendance sheet with students signatures, report of modules covered)
  - c) 3rd installment 20% of total LKR. 81,600.00 upon completion of the course and final exam. Total amount will be varying according to the number of students completing the course (requested documents payment Request, attendance sheet with student's signatures, report of modules covered)
  - d) Final installment 10% of total LKR 40,800.00 upon submission of final report to BEC
- V. Follow up with RIC and facilitate the youth to complete the SOFT SKILL TRAINING Monitor and follow up the course program on SOFT SKILLS TRAINING with the close coordination of RIC
- VI. To pay RIC as more fully described in the **Budget** attached hereto respectively as **Annexure A** upon the satisfactory completion of the SOFT SKILLS TRAINING program for the awarded amount specified therein (herein after referred to as the "**Total course fee**")
- VII. To conduct certain monitoring and evaluation activities at its own cost.
- VIII. BEC through its duly appointed representatives (Operations Manager/District manager/project officer) shall have the rights to visit to the course conduct venue and discuss with students. BEC has the right to stop ongoing course if there are any issues



detrimental to this contract and to the trainees, after consultation with RIC Head of Academy and if found reasonable enough to do so based on facts.

- IX. BEC will allow RIC to conduct the course module by engaging a responsible third party/body to carry out the course on behalf of RIC for which RIC will be solely responsible for its quality, training and delivery.

#### **4. TOTAL SOFT SKILLS TRAINING program fee**

- a. The total cost of the SOFT SKILLS TRAINING program fee shall be LKR 408,000.00 (four hundred Eight thousand only (herein after referred to as the “**total course fee**”).
- b. BEC contribution of total course fee LKR 408,000.00 shall be transferred to the following bank account of RIC upon the completion of the course or installment basis as described under clause-3 and upon recommendation of the BEC.

#### **5. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

#### **6. DISPUTES**

- (a) In the event of any dispute or difference of opinion arising out of and/or relating to the agreement or any breach thereof, it shall be settled amicably through negotiations by parties hereto.
- (b) If the Parties fail to resolve the dispute through negotiations, then any party may seek legal redress under the laws of Sri Lanka

#### **7. ENTIRE AGREEMENT**

This agreement embodies the entire understanding of both parties and constitutes the entire terms agreed upon between the parties and supersedes any prior agreement (whether or not in writing) between the parties in relation to this subject matter.

#### **8. AMENDMENT**

No amendment to this agreement shall be effective unless it is in writing, dated, expressly refers to this agreement and is mutually agreed to and signed by all the parties hereto.

#### **9. TERMINATION OF AGREEMENT**

- a. Any party hereto may terminate this agreement for any lawful reason at any time by giving the other parties written notice of fifteen (15) days of its intention to do so, setting out the reason for the termination.
- b. BEC may immediately terminate this Agreement, in the event of RIC , breaching any of the terms or conditions herein stipulated
- c. RIC may immediately terminate this Agreement, in the event of BEC breaching any of the terms or conditions herein stipulated
- d. This agreement will automatically expire at the completion of the course module and once the final payment is made by BEC to RIC

#### **10. NOTICES**

Any notice under this agreement shall be in writing and shall be deemed to be sufficiently served if sent by registered post or delivered by hand to the addresses mentioned herein above or via email.

#### **11. CONFIDENTIALITY**

Except as otherwise required by law, no Party shall at any time from the date of this Agreement disclose or reveal to any third party without the consent of the other Parties any information it acquires in connection with the course/project and shall take all reasonable precautions to keep such information confidential

#### **12. LIABILITY AND INDEMINITY**

RIC shall be liable for and indemnify BEC, its donors and/or their affiliates, employees, agents or representatives against any claim, damage or loss of any kind of assets whatsoever arising directly or indirectly from the program. This clause shall survive the expiry or early termination of this Agreement

#### **13. ANTI-CORRUPTION CLAUSE**

All parties declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or shall be made to anyone by Party of the Second Part, either directly or indirectly, as an inducement or reward for the award or execution of the Agreement

#### **14. PUBLICITY**

The parties agree to use BEC logos and to publicize the fact that the funds for this project have been derived fully from BEC in any publication or media contact relating to this Program. However, the use of the BEC logo or name shall be duly authorized and consented to by BEC prior to any such publication or usage

## 15. MONITORING PLAN

BEC will monitor the participant attendance and course conducts. The Training provider is also responsible to ensure the participants attendance and report to BEC if any participant discontinues the course or if any issues arise

**IN WITNESS WHEREOF** the Parties hereto have through their authorized representatives set their respective hands to this and to two others of the same date and tenor;

For and on behalf of **Royal International College**

\_\_\_\_\_  
Name - Mayuran Sivananthan  
Designation - Managing Director  
Date - June 20, 2019

**S. Mayuran**  
Managing Director  
Royal International college,  
Trincomalee.

## WITNESS

\_\_\_\_\_  
Name - Ms. Janany Suntharalingam  
NIC No. -925333930V  
Date - June 20, 2019.

For and on behalf of **BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED-Trincomalee**

\_\_\_\_\_  
Name S.Chandrakumar  
Designation - District Manager  
Date - 20<sup>th</sup> June, 2019.

## WITNESS

\_\_\_\_\_  
Name -  
NIC No. General Manager / Operational Manager  
Date -

**S. Kulan**  
Operations Manager  
Berendina Employment Center (Gte) Ltd

## ANNEXURE A: Budget and payment system for RIC

#	# of Students	Course fee per head (LKR)	Total (LKR)
	<b>24 students</b>	<b>17,000.00</b>	<b>408,000.00</b>
01	1st Installment 40% of total as LKR. 163,200.00 upon from the date of commencement of the course (requested documents is signed MOU, payment request, students name list, course module and time table)		<b>163,200.00</b>
02	2nd installment 30 % of total LKR 122,400.00 upon covering 50 percent (%) of the course module (requested documents payment Request, attendance sheet with students signatures, report of modules covered)		<b>122,400.00</b>
03	3rd installment 20% of total LKR. 81,600.00 upon completion of the course and final exam. Total amount will be varying according to the number of students completing the course (requested documents payment Request, attendance sheet with student's signatures, report of modules covered)		<b>81,600.00</b>
04	Final installment 10% of total LKR 40,800.00 upon submission of final report to BEC		<b>40,800.00</b>