

TRAINING PROVIDER AGREEMENT

FOR

CERTIFICATE IN SOFT SKILL TRAINING PROGRAME

BETWEEN

BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED

AND

VIVEKANANDA COMMUNITY FOUNDATION (VCF)

THIS COLLABORATION AGREEMENT (hereinafter referred to as "**Agreement**") is entered into at Batticaloa on this 24th of June, 2019 by and between;

BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED, commenced its activities in the year 2000 with the overall objective of assisting Student in their education, providing employment through career guidance and vocational/professional trainings for school leavers, and linking Student 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, MulliativuNuwaraEliya, Anuradhapura, Batticaloa ,Polonnaruwa and Ampara.Having registration its main office at no 44/03 NarahenpitaRoad,Nawala, Sri lanka. (Hereinafter referred to as "**BEC**") being the party of the **First Part**;

AND

The Vivekananda community Foundation established as a charity organization, main division of **Vivekananda College of Technology**, in order to facilitate the marginalized youth to have access and acquire basic Computer knowledge to face the community. The sole aim of providing opportunity and assistance to the marginalized youth who are deprived of opportunity in the selected divisions of Batticaloa, for accessibility and acquisition of knowledge on basic computer literacy and subsequent upgrading of their living standard prompted the establishment of this institution. Accordingly, the define scope of the institutions is that of transformation of marginalized youth (Hereinafter referred to as "**VCF**") being the Party of the **Second Part**;

NOW THEREFORE the Parties here to agree as follow;

1. TERM OF THE AGREEMENT

- i. 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 (03) months commencing with the date of signature of the agreement.
- ii. However, the said period may be extended or terminated early by the parties on valid grounds as more fully indicted in Clause 10.

- iii. This Agreement shall be in force from the 14th June 2019 and shall expire on 30th September 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the "Term").

2. OBLIGATIONS OF VCF BATTICALOA (TRAINING PROVIDER)

VCF agrees to the following:

- a. Conduct the certificate course on soft skill training for 35 Students from Vellavelly division in Batticaloa.
- b. Facilitate the successful completion of the soft skill training course for 35 Student
- c. Conduct the certificate on soft skill training with the Course fee per student is LKR 18500/- and Total course fee is LKR 18500 X 35= LKR 647500/-
- d. Facilitate the Student to find VT / Professional courses and employment following completed the course successfully
- e. Organize and conduct awarding ceremony for successfully completed students as per meet the minimum requirements of the course.
- f. Ensure the continuous participation of the students and Motivate students in proper ways to minimize the absence.
- g. To monitor the quality of the course in consultation with BEC & DSD.
- h. To submit to BEC relevant documents relating to payments request, certified by the VCF representative
- i. To ensure that its instructor/lectures are suitably trained, qualified and experienced to conduct the soft skill training course hereto for the successful completion of the course.
- j. To permit BEC & DSD to discuss with students by visiting the lecturer hall/premise within which the course will be conducted
- k. To ensure that all activities undertaken during the course of the soft skill training are carried out consistent with all applicable requirements of the VCF
- l. Maintain punctuality and discipline of the Student
- m. Ensure the students attendance with the coordination of VCF and parents
- n. Facilitate the Student to find employment following completed the course with special rewarding during interviews
- o. To closely monitor the Soft skill course program and ensure the program are in order with the support of the VCF lecturer
- p. To provide advice related to student's attendance to VCF as and when required

3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

- a. Cover the course fee for 35 Student and pay the course fee directly to oxford upon receive the payment request
- b. BEC will pay the total course fee to Oxford ($35 \times 18500 = \text{LKR } 647500$) and BEC will pay the 40% ($\text{LKR } 259000/-$) of the agreed total course fee after commence the soft skill course and balance will be paid as follows

25% - 2nd part payment – Upon one-month completion of the course

25%- 3rd part payment - Upon two -month completion of the course

10%- Upon completion of final exam and provision of certificates for all participants
- c. Follow up with Oxford and facilitate the Student to find VT / Professional courses employment following completed the training
- d. Monitor and follow up the certificate course program on Soft skill training with the close coordination of VCF
- e. BEC will conduct monthly review meetings in order to review the progress of the training with VCF institute.
- f. BEC through its duly appcinted representatives (Operations Manager/District manager/project officer) shall have the right to visits to the course conduct venue and discuss with students. BEC has the right to stop ongoing course if there are any issues arise

4. TOTAL SOFT SKILL COURSE FEE

- a. The total cost of the Soft skill course fee shall be $\text{LKR } 647500/-$ (Rupees Six Hundred Forty-Seven Thousand Five Hundred (herein after referred to as the "total course fee"). Annexure A
- b. BEC contribution of $\text{LKR } 647500/-$ shall be transferred to the following bank account of VCF upon the completion of the course or installment basis and upon recommendation of the BEC.

Account Number: 075-1-001-8-0065430

Name of the account: Vivekananda Community Foundation

People's Bank, Batticaloa Branch

SWIFT Code: PSBKLKLX

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

Either party may terminate this Agreement immediately for any of the following reasons or as deemed necessary upon giving thirty (30) days written notice and the parties shall be under no obligation from the date of termination if:

- a) an event occurs or circumstances arise which prevent VCF and/or Berendina from being able to discharge its obligations in accordance with this Agreement; and/or
- b) Either party is in breach of any of the terms or conditions set out in this Agreement. (in which case only the non-breeching party may terminate).
- c) No party shall be responsible for any omissions under accepted force majeure situations.

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 other:

- If to **BEC: Attn: Mr.ThineshSoundararasa**
District Manager
Berendina Employment Centre
3/1 Kankani Pillaiyar Kovil Road
Navatkudah, Batticaloa.
- If to **VCF: Attn: Mr.K.Pratheeswaran**
Managing Director
Vivekananda Community Foundation
Puthukudieruppu,
Batticaloa.

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 INDEMNITY

It is specially agreed by Berendina that VCF and educational training consultants and agents shall not be liable for any claim, loss, damage, expense or cost of any kind whatsoever or howsoever arising, whether directly or indirectly from the possession and/or use of the items, information or data, or any matter incidental or ancillary thereto including but not limited to:

1. Any damage to or loss of property belonging to any person;
2. The illness, injury or death of any person; or
3. Any penalty imposed for breach of an applicable law.

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

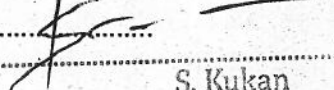
The parties agree to use BEC & VCF logos and to publicize the fact that the funds for this project have been derived partially from BEC & VCF in any publication or media contact relating to this Program. However, the use of the BEC logo or name shall be duly authorized and consented to by BEC & VCF prior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


15. MONITORING PLAN

BEC will monitor the participant attendance and course conducts. Training provider also responsible for ensure the participant attendance and report to BEC if any participant discontinue the course or any issues arise

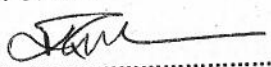
IN WITNESS WHEREOF the Parties hereto have through their authorized representatives set their respective hands to this and to two others of the same date and tenor;

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

Signature : 
Name : S. Kukan
Designation : Operations Manager
Date : Berendina Employment Center (Gte) Ltd

Signature : 
Name : **SOUNDARARASA THINESH**
Designation : District Manager
Date : Berendina Employment Centre (Gte) Ltd
Batticaloa.

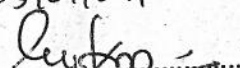
For and on behalf of VCF

Signature : 

Name : K. Pratheeswaran

Designation : Managing Director

Date : 05/07/2019 Batticaloa

Signature : 

Name : T. Lux Somy Karan

Designation : Training Officer

Date : Vivekananda College of Technology
Regd. No: P20/0063
Main Road, Puthukkudiyiruppu
Batticaloa.

ANNEXURE A : Budget and payment system for VCF

#	# of Students	Course fee per head (LKR)	Total (LKR)
1	35	18,500	647,500
40 % of the total upon after commence the soft skill course			259,000
25% - 2 nd part payment - Upon one - month completion of the course			161,875
25%- 3 rd part payment - Upon completion of all course works			161,875
10%- Upon completion of final exam and provision of certificates for all participants			64,750