

COLLABORATION AGREEMENT

BETWEEN

WORLD VISION LANKA (GUARANTEE) LIMITED

AND

BERENDINA EMPLOYMENT CENTER (GUARANTEE) LIMITED,

AND

CENTER FOR CHILD DEVELOPMENT

FOR

**TO CONDUCT THE EDUCATION COURSE
"DEVELOPMENT OF COMMUNICATION SKILLS"
FOR EMPLOYABILITY**

THIS AGREEMENT is entered into at Mullaithivu as of this 1st day of October Two Thousand and Nineteen (2019) by and between:

WORLD VISION LANKA (GUARANTEE) LIMITED, a company registered under the Companies Act No. 07 of 2007 and having its registered office at No: 619/8, Dr. Danister De Silva Mw. Colombo 09, Sri Lanka through its Mullaithivu ARP Office situated at 64/291, Kannukerni, Mulliyawalai, Mullaithivu, Sri Lanka. (hereinafter referred to as "**WVL**") being the party of the **One Part;**

AND

BERENDINA EMPLOYMENT CENTER (GUARANTEE) LIMITED, a company duly incorporated under the Companies Act No. 07 of 2007 bearing registration No. GL 2303 and having its registered office at Selvapuram, Mullaithivu, Sri Lanka ((hereinafter referred to as "**BEC**") being the party of the **Second Part;**

AND

CENTRE FOR CHILD DEVELOPMENT a Non-Governmental Organization incorporated under the Act, No.31 of 1980 as amended by Act, No. 8 of 1998 bearing registration No: L 18904 and having its registered office at 23, Karuvelady Lane, Kokuvil, Jaffna, Sri Lanka (hereinafter referred to as "**CFCD**") being the party of the **Third Part;**

WHEREAS WVL is a non- profit, non-governmental organization engaged in *inter alia* Transformational Development, Humanitarian Emergency Relief and Advocacy activities;

WHEREAS WVL together with the CFCD are collaborating to implement this short term project to support the youths of Mullaithivu to improve their skills on communication. CFCD has already agreed to share their contribution of funds through WVL;

AND WHEREAS BEC and CFCD has agreed to partner with WVL at the field level to Conduct this short term education course to improve the communication skills of youths in Mullaihtivu District as morefully described in the Project description attached hereto as **Annexure A** (hereinafter referred to as the "**Project**");

NOW THEREFORE, based upon the foregoing and the mutual covenants herein contained and other good and sufficient consideration, the parties, intending to be legally bound, hereby agree as follows:

1) TERM OF THE AGREEMENT

- a. This Agreement shall be in force from 01st October Two Thousand and Nineteen (2019) and shall expire on 31st March Two Thousand and Twenty (2020) (herein after referred to as "**the term**").

- b. The Parties hereto agree that the terms of this Agreement will be effective from 01st October Two Thousand and Nineteen (2019) irrespective of the date of execution of this Agreement.

2) OBLIGATIONS OF WV L

- a. To contribute an amount of Rupees Two Hundred and Twenty Thousand only (Rs. 220,000/-) for the following
 - i. Students industrial exposure visit
 - ii. Course Coordinator allowance
 - iii. Inauguration & awarding ceremonies
 - iv. Stationaries for the course
- b. To support to identify suitable locations to conduct the development of Communication skill course.
- c. To jointly with BEC identify the suitable resource persons to conduct the course
- d. Together with BEC to identify suitable students/youths with in Mullaithivu to participate in the course.
- e. To monitor the resource persons' activities/duties jointly with BEC
- f. To utilize the funds received for the following purposes
 - i. Pay resource people's fees and transport expenses
 - ii. Part contribution for a Students industrial exposure visit
 - iii. Printing of Course T-shirts and certificate
- g. To make the necessary payments to the identified resource persons.
- h. To jointly with BEC monitor the attendance of the students/youths who will take part in the course
- i. To make arrangements for an industrial and educational exposure visit for the students during the course time frame.
- j. To conduct final evaluation for youths/students at the end of the program/course
- k. Share relevant reports to Care for Education at the end of the program

3) OBLIGATIONS OF BEC

- a. To contribute funds amounting to Rupees Two Hundred Thousand only (Rs. 200,000/-) to support the following
 - i. Conduct a career guidance program for the students/youths who are selected for the course
 - ii. Provide transport cost support to youths who will travel from a far distance to attend the course
 - iii. Arrange a mini job fair at the end of the program for the students/youths who will complete the course.
- b. To identify suitable resource persons to conduct the course

- c. To identify suitable students/youths with in Mullaithivu to participate in the course jointly with WVL

4) OBLIGATIONS OF CFCD

- a. To arrange the training center and space in Vishvamadu area free of charge to conduct the course
- b. To allocate time for the course to be conducted at the Vishvamadu Center
- c. To allocate time and space to utilize the Vishvamadu Centre computer lab for the course sessions.
- d. To provide furniture (chairs and Tables) free of charge to support the course.
- e. To provide electricity and water facilities free of charge for the course/center space.

5) TOTAL PROJECT COST

- a. Total cost of the project is Rupees Six Hundred and Thirty Thousand and Five Hundred only (Rs. 630,500/-) (herein after referred to as the "Total Project Cost") and has been more fully described **Annexure A**.
- b. The Total Project Cost shall be borne by the parties as follows:
 - WVL – Rupees Four Hundred and Fifteen Thousand and Five Hundred only (Rs. 415,500/-)
 - BEC – Rupees Two Hundred Thousand only (Rs. 200,000/-)
- c. The Parties shall disburse the funds directly for the purposes more fully described in **Annexure A**

6) CONFIDENTIALITY

Except as otherwise required by law, the parties shall not at any time from the date of this Agreement disclose or reveal to any third party, without the consent of the other party, any confidential information it acquires in connection with the Project, including, but not limited to, the terms of this Agreement, and shall take all reasonable precautions to keep such information confidential.

7) NOTICES

All notices and reports under this shall be made in writing in English and shall be deemed to have been duly given if delivered or sent by Registered Post, as the case may be, to or by the parties to the following addresses or to such other persons/addresses as notified by a party in writing to the other:

- If to WVL:

Attn: Mr. Keith Balthazaar
Manager – Area Rehabilitation Program
World Vision Lanka
Mullaithivu

- If to BEC:

Attn: A.S. Sdevin
District Manager
Berendina
Mullaihtivu

- If to CFCD:

Attn: K.Suseenthiran
President
Centre For Child Development
Jaffna

7. LIABILITY

It is agreed by the parties that both parties and their employees, consultants and agents shall not be liable for any claim, loss, damage, expense or cost of any kind whatsoever or however 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:

- (a) Any damage to or loss of property belonging to any person;
- (b) The illness, injury or death of any person; or
- (c) Any penalty imposed for breach of an applicable law.

8. DISPUTE RESOLUTION

The process to be followed to resolve disputes is as follows:

- (a) If a dispute arises, then either party may at first verbally and secondly in writing give a notice to the other party requiring that the parties attempt to resolve the dispute in good faith by negotiation.
- (b) If the dispute is not resolved by negotiation, either party may seek legal redress under the laws of the Democratic Socialist Republic of Sri Lanka which governs this Agreement.

9. CHILD PROTECTION PROTOCOLS

BEC, CFCD and all its employees, agents and personnel shall at all time during the existence of this agreement, adhere to WVL's **Child Protection Protocols** attached hereto as **Annexure B** Any violation of these Protocols will lead to an immediate Termination of this Agreement by WVL, as it is a child focused organization.

10. TERMINATION

This Agreement may be terminated upon 30 (thirty) days written notice of intention to terminate by other party.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka as in effect from time to time.

12. PUBLICITY AND USE OF NAMES

All publicity and use of each parties brand names, logo's etc. shall only be carried out after mutual consent of the parties hereto have been first had and received.

13. FORCE MAJEURE

No party shall be responsible for any omissions under accepted force majeure situations such as war, civil war, civil commotion, fire explosion, storms, floods, lightening, earth slips, terrorist activities and/or any other irresistible accident or force.

14. DOCUMENTS AND MATERIALS

All documents received or created by either party in the course of carrying out the Project are the joint properties of the parties hereto.

15. MISCELLANEOUS

a) Entire Agreement:

This Agreement embodies the entire understanding of the parties hereto and constitutes the entire terms agreed upon between the parties and supersedes any prior agreement (written or otherwise) between the parties, in relation to its subject matter.

b) Amendment:

This Agreement may only be amended by a written agreement which specifically refers to this agreement and is dated and signed by the parties hereto.

c) Counterparts:


This Agreement may be executed in any number of counterparts and all of those counterparts taken together shall constitute one and the same agreement.

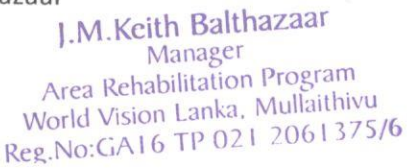
Executed as an Agreement by the parties.

For and on behalf of **WORLD VISION LANKA (GUARANTEE) LIMITED;**




Jeyarajah Jebaraj
Zonal Manager Field Operations
Date: 



Keith Balthazaar
Manager
Date: 
02/10/2019

Witness




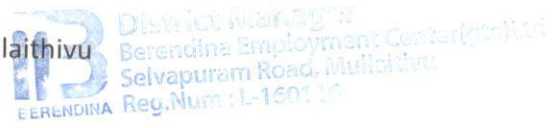
Name: T.S. Ninoj
NIC no.: 802962186V
Date:

For and on behalf of **BERENDINA EMPLOYMENT CENTER (GUARANTEE) LIMITED;**




S. Kukan
Operations Manager
Date: 



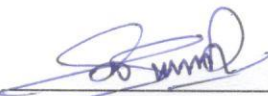
A. S. Sdevin
District Manager - Mullaithivu
Date: 01/10/2019 

Witness

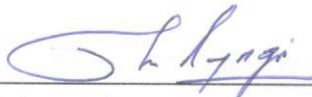


Name: Nintu
NIC no.: 978500510V
Date: 01/10/2019

For and on behalf of CENTRE FOR CHILD DEVELOPMENT;


K. Suseenthiran
President - CFCD

Date: 01/10/2019


S. Yohananthan
Treasurer - CFCD

Date: 01/10/2019

Witness


Name: P. DINESH

NIC no.: 7203009401

Date: 01/10/2019

ANNEXURE B

WVL'S CHILD PROTECTION PROTOCOLS

A “Minor” or “Child” is any person who is less than 18 years old.

The “Signee” includes all people who are working under Agreement on a paid or voluntary basis on any Project funded or collaborated by WVL.

The Protocols below applies to all minors who the Signee comes into contact with while working on WVL Projects. This will include (but is not limited to):

- Minors living in or around project area/ camps in which the Signee is working;
- Minors visiting project area/ camps for any reason;
- Minors who approach the Signee while the Signee is working; and
- Minors who are employed as Signees.

A signee should behave in ways that protect children, prevent sexual exploitation and abuse, and prevent any other intentional or unintentional harm to the people WV serves or works amongst

The Signee must ensure that the following core principles are applied:

- Exploitation and abuse by the Signee constitute acts of gross misconduct and are therefore grounds for termination of Agreement;
- Sexual activity with minor is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense;
- Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitation is prohibited. This includes exchange of assistance that is due to beneficiaries;
- Sexual relationships between the Signee and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics;
- Where the Signee develops concerns or suspicions regarding abuse or exploitation by a fellow worker, s/he must report such concerns to WVL's child protection officer and the Project Manager; and
- The Signee is obliged to support the creation and maintenance of an environment, which prevents exploitation, and abuse of children when carrying out its work under the Agreement.

The WVL Child Protection Behaviour Protocols are as follows:

Acceptable Behaviour

- a) Create and maintain an environment which prevents sexual exploitation and abuse of children.

- b) Careful about perception and appearance in language, actions and relationships with children. Behaviour—including in person and on digital platforms, both online and offline—demonstrates a respect for children and their rights.
- c) Ensure that all physical and online contact with children is appropriate in the local culture.
- d) Use positive, non-violent methods to manage children's behavior.
- e) Accept responsibility for personal behaviour and actions as a representative of the organization/ partnership.
- f) Are always accountable for their response to a child's behaviour, even if a child behaves in a sexually inappropriate manner; adults avoid being placed in a compromising or vulnerable position with children.
- g) Where possible and practical, follow the 'two-adult' rule while conducting visits/ work, wherein two or more adults supervise all activities that involve children, and are visible and present at all times.
- h) Comply with Child Protection related investigations (internal and external) and make available any documentary or other information necessary for the completion of the investigation.
- i) Be responsible in use of data of a child and take prior consent from the child as well as guardian/ focal person from WVL to capture the data including images/ videos, noting in general that collecting or using such data must be limited to the minimum necessary, and that such data must be maintained and transferred in a secure, confidential manner.
- j) Immediately report through established reporting mechanisms any known or suspected Child Protection incident or breach of these protocols by anyone to the respective Project Manager/ focal person of WVL.

Unacceptable Behaviour

- a) Behave in an inappropriate physical manner, or develop a sexual relationship with a child (under 18 years old), regardless of the specific legal age of consent or age of majority.
- b) Sexually exploit or abuse any child; such behaviour constitutes an act of gross misconduct.
- c) Exchange money, employment, goods, or services for sex (including sexual favours, other forms of humiliating, degrading, or exploitative behaviour, or other exploitative demands is strictly prohibited. This includes exchange of assistance that is already due to beneficiaries.
- d) Fondle, hold, kiss, hug or touch children in an inappropriate or culturally insensitive way.
- e) Use language, make suggestions or offer advice to a child, which is inappropriate or abusive, including language that causes shame or humiliation, or is belittling or degrading.
- f) Spend excessive or unnecessary time alone with a child, away from others or behind closed doors or in a secluded area.
- g) Condone or participate in behaviour with children which are illegal, unsafe or abusive; including harmful traditional practices, spiritual or ritualistic abuse.
- h) Hire children in any form of child labour (including as "house help").
- i) Hit or use other corporal punishment against a child.
- j) Take a child alone in a vehicle for, unless it is absolutely necessary, and with parental/guardian and managerial consent.
- k) Misuse or be careless with personal data about individual children or adult beneficiaries.

- l) Communicate with a child in WV's program areas via digital platforms (e.g. Facebook, Twitter), via mobile technology (e.g. texting, Whatsapp, Skype), or online without consent and knowledge of his/her parents. Further, never communicate on mobile, digital or online platforms with children in ways that are inappropriate or sexual.
- m) Stay silent, cover up, or enable any known or suspected Child Protection incident or breach of Child Protection protocols by anyone.



ANNEXURE A

DETAILS & BUDGET FOR COURSE IMPLEMENTATION

Course Name : Development of Communication skills for Employability	Start	01-10-2019
Course Duration : 06 Month	End	31-03-2020
No. of trainees :30	Location	Vishvamadhu (Center for Child Development Building)
Year : 2019/2020		
Partners: World Vision, Care for Education, Berendina and Centre For Child Development		

No	Budget Item	Details	Qty Students	No.of Months / Hours	Unit Cost Rs.	Total Cost Rs.	Trainees contribution	World Vision Contribution	Berendina Contribution	Centre for Child Development
1	Details of cash Contribution	Trainees contribution	30	6 Months	500	15,000	Grammar Exercise Books (1, 2 & 3)			
		World Vision Lanka (WVL) & Care for Education (CFE)	30			220,000 (WVL) 195,500 (CFE)		Course Resource persons fees, The Exposure Visit cost, T-shirt printing, Payment for Course Coordinator, Inauguration ceremony, Certificate Printing / awarding costs, & Stationaries		
		Shared contribution				Total 415,500				
		Berendina	30			200,000			Far distance students transport costs, Career guidance program, Job fair for course completing students	
2	Detail of Other Contributions	Centre for Child Development	30	6 Months						Building with water, electricity and furniture provided free of charge, time allocated to use the Computer lab with computers and furniture free of charge
		TOTAL				630,500				