



TRAINING PROVIDER AGREEMENT

BETWEEN

BERENDINA EMPLOYMENT CENTER (GUARANTEE) LIMITED

AND

WORLD VISION LANKA (GUARANTEE) LIMITED

AND

OXFORD COLLEGE

FOR

PROVIDE CERTIFICATE IN SOFT SKILL TRAINING PROGRAMME

THIS COLLABORATION AGREEMENT (hereinafter referred to as "**Agreement**") is entered into at Batticaloa on this 01 day of November 2018 by and between;

BERENDINA EMPLOYMENT CENTRE (GTE) LTD a non-profit organization registered in Sri Lanka under the National Secretariat for Non-Governmental Organizations and the Ministry of Social Services in Sri Lanka under the Voluntary Social Services Organizations (Registration & Supervision) Act No. 31 of 1980 as amended by Act No.08 of 1998 bearing registration No: L-160116 and a further registration under the Company Act No. 7 of 2007 with the number GL 2303, having its registered office at No. 44/03 Narahenpita Road, Nawala, Sri Lanka (hereinafter referred to as "**BEC**") being the party of the Third Part;

AND

WORLD VISION LANKA (GUARANTEE) LIMITED a non-profit relief and development organization registered under the Companies Act No. 07 of 2007, bearing registration No: GA 16 and having its registered office at No.619/8, Dr.Danister De Silva Mawatha, Dematagoda, Colombo 09, Sri Lanka through its Paddipalai Area Development Programme (**ADP**) situated at M.P.C.S Road, Paddipalai, Kokkatticholai, Sri Lanka (hereinafter referred to as "**WVL**") being the Party of the **Second Part**;

AND

OXFORD COLLEGE, an educational private institution registered under the Business Names Ordinance (Cap. 149) under the registered No.DS/MN/C/BR/1751 and registered as training partner with Institute of Bankers Sri Lanka (IBSL) (hereinafter referred to as "**OC**") being the Party of the **Third Part**;

WHEREAS WVL is an international non-governmental Christian organization engaged in transformational development, humanitarian emergency relief and advocacy activities, having the expertise and skills in development work including supportive education, the provision of water, sanitation, hygiene, community development and local government capacity development;

WHEREAS BEC 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 having head office of BEC is located in Colombo with 10 branches in the country.

WHEREAS OC established in 2012 in Batticaloa, intended to fill the institutional gap in education by offering broad, comprehensive in academic, professional and technical subjects joint with Tertiary and Vocational Education Commission (TVEC);

AND WHEREAS OC in order to achieve its objectives related to the Economic Development sector wishes to implement a Skills Development Programme to transform the lives of children, youths and communities in the WVL Batticaloa. (herein after referred to as the "Project");

NOW THEREFORE the Parties here to agree as follow;

1. TERM OF THE AGREEMENT

- (a) This Agreement shall be operative from 15th November 2018 and shall end on 1st April 2019 or upon the parties fulfilling their respective obligations herein or as mutually agreed upon from time to time by the parties hereto irrespective of the date of execution of this Agreement (hereinafter referred to as the "Term").

2. OBLIGATIONS OF OC

OC hereby agrees to:

- (b) Conduct the certificate course on soft skill training for 30 Students from Paddipalai division in Batticaloa.
- (c) Facilitate the successful completion of the soft skill training course for 30 Student.
- (d) Conduct the certificate on soft skill training.
- (e) Facilitate the Student to find Vocational Training/ Professional courses and employment following completed the course successfully.
- (f) Organize and conduct awarding ceremony for successfully completed students as per meet the minimum requirements of the course.
- (g) Ensure the continuous participation of the students and motivate students in proper ways to minimize the absence.
- (h) To monitor the quality of the course in consultation with BEC & WVL.
- (i) To submit to BEC relevant documents relating to payments request, certified by the OC representative.

- (j) 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.
- (k) To permit BEC & WVU to discuss with students by visiting the lecturer hall/premise within which the course will be conducted.
- (l) To ensure that all activities undertaken during the course of the soft skill training are carried out consistent with all applicable requirements of the OC.
- (m) Maintain punctuality and discipline of the Student.
- (n) Ensure the students attendance with the coordination of OC and parents.
- (o) Facilitate the Student to find employment following completed the course with special rewarding during interviews.
- (p) To closely monitor the soft skill course program and ensure the program are in order with the support of the OC lecturer.
- (q) To provide advice related to student's attendance to OC as and when required.
- (r) Ensure and submit the TVEC and other registration approval.

3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

- (a) Cover the course fee for 30 Student and pay the course fee directly to OC upon receive the payment request
- (b) BEC shall make the contribution of Rs. 450,000 (Rupees One Hundred and Eighty Thousand only) on the following milestones (herein referred to as the "BEC contribution"):
 - I. 40% of the BEC contribution on the commencement of the Project
 - II. 25% of the BEC contribution upon one month completion of the course
 - III. 25% of the BEC contribution upon two months completion of the course
 - IV. 10% of the BEC contribution upon the completion of the final exam and provision of certificates for all participants
- (c) Follow up with OC and facilitate the Student to find Vocational Training / 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 OC.
- (e) BEC and WVU will conduct monthly review meetings in order to review the progress of the training with OC.

- (f) BEC through its duly appointed 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. OBLIGATIONS OF WVL

WVL hereby agrees to undertake the following:

- (a) Cover the part of the Field based learning of students through supporting for Exposure to Vocational Institutes and utilizes the contribution amount directly by world vision Paddipalai for part of as part of the soft skill program.
- (b) WVL will spend Rs. 150,000 (Rupees One Hundred and Fifty Thousand only) for the above said Field based exposure learning as their part of contribution.
- (c) Follow up with OC and facilitate the Student to find Vocational Training / Professional courses employment following completed the training.
- (d) Provide support with study materials to learn effectively for students those who are in a very low profile- if required.
- (e) To conduct monitoring and evaluation activities to ensure the successful completion of the aforementioned Project.
- (f) Monitor and follow up the certificate course program on Soft skill training with the close coordination of OC.
- (g) BEC and WVL will conduct monthly review meetings in order to review the progress of the training with OC.
- (h) WVL through its duly appointed representatives (Project Manager / Coordinator/ monitoring officer) shall have the right to visits to the course conduct venue and discuss with students.

5. TOTAL SOFT SKILL COURSE COST

- (a) The total course fee of the Soft skill course cost shall be Rs. 600,000/- (Rupees Six hundred thousand (herein after referred to as the "total course fee") as more fully described in **Annexure A**.
- (b) BEC contribution of LKR 450000/-shall be transferred to the following bank account of Oxford on milestones specified in Clause 3 (b):

- Name of the Account Holder : Oxford Colleges

- Name of the bank : Commercial Bank
- Branch : Narammala Branch
- Number of the Account : 1600040003

(c) WVLC contribution of Rs.150,000 (Rupees One Hundred and Fifty Thousand only) shall be utilized for English books and exposure field trip for the students and this cost to be handled directly by world vision Paddipalai ADP.

6. GOVERNING LAW

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

7. 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

8. 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.

9. 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.

10. 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 WVL 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.

11. 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 WVL: Attn: **Mrs. Iruthayam Michael**
The Manager
World Vision Lanka, Paddipalai ADP
MPCS Road,
Kokkattisolai, Paddipalai.
- If to Oxford :Attn: **Mr. M. Seruvannan**
Oxford College
Batticaloa

12. 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.

13. LIABILITY AND INDEMNITY

It is specially agreed by Berendina that WVL, partners 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:

- (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.

14. 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

15. PUBLICITY

The parties agree to use BEC & WVL logos and to publicize the fact that the funds for this project have been derived partially from BEC & WVL 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 & WVL prior to any such publication or usage.

16. MONITORING PLAN

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

17. CHILD PROTECTION POLICY

Berendina must comply with WVL's **Child Protection Protocols** attached hereto as **Annexure B** at all times when performing the Obligations under this Agreement. Berendina and WV must provide copies of the said protocols to all its employees and agents or consultants it engages to perform the Obligations and must ensure that they comply with such protocols when performing the said Obligations. .

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**

Berendina Employment Center (Gte) Ltd


Hermantha Jagath Harischandra
General Manager

Date:



Soundararasa Thinesh
District Manager

Date:

SOUNDARARASA THINESH
District Manager
Berendina Employment Centre (Gte) Ltd
Batticaloa.

Managing Director
Oxford College
Batticaloa.
Tel: 0774387339

Witness



Name: Deshan Dharma Sena

NIC No.

Date:

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



Iruthayam Michael
ADP Manager

Date :

IRUTHAYAM MICHAEL
Paddipalai
Programme Manager
World Vision Lanka
Paddipalai ADP



J.M.Keith Balthazaar
Program Coordinator

Date :

Witness



Name: A.G. Fernando

NIC No. UGAL

Date:



For and on behalf of the OXFORD COLLEGE



M. Seruvannan

Managing Director

Oxford College
Batticaloa.

Tel: 0774387339

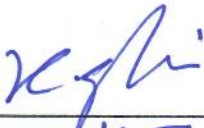


S. Pratheepa

Administrative Officer

Date :

Witness



Name:

K. Thines Kumar.

NIC No.

933530639v.

Date:

ANNEXURE A

DETAILS BUDGET FOR COURSE								
Course Name :Certificate in Soft skill Training				Start		15-11-2018		
Course Duration : 03 Month				End		21-02-2019		
No. of trainees :30				Location		Oxford College- Kokkadicholai		
Year : 2018								
Partners: Berendina ,World Vision and Oxford								
No	Budget Item	Details	Qty	No.of Months / Hours	Unit Cost	Total Cost	Trainees contribution	World Vision Contribution
1	Details of Contributions	Trainees contribution	30	3 Month			Transportation cost and part of the cost for exposure visit will be responsible by students	
		Part of Field based learning through Exposure	30		5,000	150,000		Educational exposure and support for Essential English Grammar books
		Course fee Berendina	30		15,000	450,000		

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ANNEXURE B

WVL'S CHILD PROTECTION PROTOCOLS

A "Minor" is any person who is less than 18 years old.

A "Signee" would include all people who are working under contract on a paid or voluntary basis on any Project funded 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 camps in which SIGNEE is working;
- Minors visiting camps for any reason;
- Minors who approach SIGNEE while SIGNEE is working; and
- Minors who are also employed as SIGNEE's to WVL.

The WVL Child Protection Behavior Protocols are as follows:

- SIGNEE must not fondle, hold, kiss, cuddle, or touch minors in any way;
- SIGNEE must avoid flirting, unwelcome flattering, or making suggestive comments to minors;
- SIGNEE must not stay overnight alone with one or more non-related minors;
- SIGNEE must not hire minors as "house help" or provide shelter for minors in SIGNEE's home;
- SIGNEE must not be alone with minors at any time; and
- SIGNEE must not employ minors to perform any work or services in relation to a WVL Project.

The following inappropriate conduct towards minors will not be tolerated and will constitute grounds for termination of a contract by WVL:

- Verbal conduct such as derogatory comments or sexual advances, invitations, or using power and authority to persuade a child to act in ways that may sexually gratify the adult;
- Visual conduct such as derogatory posters, pornography of any kind, cartoons, drawings or gestures, any form of written/verbal communication;
- Physical conduct such as uninvited or unwanted touching, hugging, blocking normal movement as well as taking a child off the Project site; Threats or demands to the child to submit to sexual requests in order to receive Project benefits; and
- Involvement in one-on-one counseling with minors and children concerning personal problems must be avoided.

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

- Exploitation and abuse by SIGNEE constitute acts of gross misconduct and are therefore grounds for termination of contract;
- Sexual activity with minors 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 favors or other forms of humiliating, degrading or exploitation is prohibited. This includes exchange of assistance that is due to beneficiaries;
- Sexual relationships between SIGNEE and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics; Where 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
- 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 Contract.