



**TRAINING PROVIDER AGREEMENT**  
**FOR**  
**DIPLOMA IN COMPUTERIZED ACCOUNTING**  
**BETWEEN**  
**BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**  
**AND**  
**ESOFT METRO CAMPUS (EMC)- Trincomalee**

**THIS COLLABORATION AGREEMENT** (hereinafter referred to as "**Agreement**") is entered into at Trincomalee on this 15 day of May, 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 ESOFT METRO CAMPUS popularly known ESOFT, has registered under act of TERTIARY AND VOCATIONAL EDUCATION COMMISSION (TVEC), Ministry of youth Affairs and Skills Development (Reg. No P19/0055) and Pearson Reg. NO 93104, As the largest, Private sector, higher education network in Sri Lanka with 40 centres island wide, ESOFT creates opportunities for over 30,000 students every year. Since inception in 2000, esoft has built a solid reputation for delivering high quality and affordable academic programmes ranging from certificate to postgraduate level, across a variety of disciplines including Computing, Business, Hospitality, Engineering, Language Training and Personal and Professional Development.

ESOFT is the number one course provider in Sri Lanka for the BIT External Degree programme awarded by the University of Colombo School of Computing (UCSC). ESOFT is also partnered with Pearson, the UK's largest awarding body, and has earned special recognition for developing portfolio and student numbers to the level of Pearson Gold Partner. Accredited by the British Computer Society (BCS: The Chartered Institute for IT). As the strategic partner of London Metropolitan University (UK) ESOFT offers local students the opportunity to pursue several UK undergraduate and postgraduate qualifications right here in Sri Lanka. ESOFT also offers several cutting-edge MSc programmes via their affiliation with Kingston University (UK), which is ranked among the top 500 Universities in the World. ESOFT has been awarded the ISO 9001-2008 International Certification for its high quality education as well. (hereinafter referred to as "**ESOFT**") being the party of **the Second Part**;

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

**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 four 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 10<sup>th</sup> June 2019 and shall expire on 10<sup>th</sup> November 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the “Term”).

**2. OBLIGATIONS OF ESOF METRO CAMPUS TRINCOMALEE (TRAINING PROVIDER)**

Esoft agrees to the following:

- a. Conduct the diploma course on DICA for 15 youth from Trincomalee
- b. Facilitate the successful completion of the DICA course for 15 youths
- c. Conduct the diploma course with the Course fee per student is LKR 20,000/- and Total course fee is LKR 20,000 X 15= LKR 300,000.00/-
- d. Facilitate the youth to find 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.
- h. To submit to BEC relevant documents relating to payments request, certified by the Esoft representative
- i. To ensure that its instructor/lectures are suitably trained, qualified and experienced to conduct the DICA course hereto for the successful completion of the course.
- j. To permit BEC 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 DICA course are carried out consistent with all applicable requirements of the Esoft
- l. Maintain punctuality and discipline of the youth

- m. Ensure the students attendance with the coordination of Esoft and parents
- n. Facilitate the youth to find employment following completed the course with special rewarding during interviews
- o. To closely monitor the DICA course program and ensure the program are in order with the support of the Esoft lecturer
- p. To provide advice related to student's attendance to Esoft as and when required
- q. Ensure and submit the TVEC/ international and course accreditation approval

### 3. OBLIGATIONS OF BEC (REACT AGENCY-SERVICE PROVIDER)

BEC hereby agrees to undertake the following:

- a. Cover the course fee for 15 youths and pay the course fee directly to Esoft upon receive the payment request
- b. BEC will be the main contributor for this training 20,000.00 (15X 20000.00) LKR will be directly paid to ESOFT by installment
- c. Payment from BEC will be as follows, amounts will vary according tax.
  - 1st Installment 40% Rs.120,000.00 upon signing of MoU and starting of the course
  - 2nd installment 20% Rs. 60,000.00 after 2 months of training
  - 3rd installment 20% Rs. 60,000.00 After 3 months of training
  - 4th installment 20% Rs. 60,000.00 after completion of on the course and conducting the final exam and submission of completion and final report
- d. Follow up with Esoft and facilitate the youth to find employment following completed the training
- e. Monitor and follow up the diploma course program on DICA with the close coordination of Esoft
- f. To pay Esoft as more fully described in the **Budget** attached hereto respectively as **Annexure A**, upon the satisfactory completion of the DICA course for the awarded amount specified therein (herein after referred to as the "**Total course fee**")
- g. To conduct certain monitoring and evaluation activities at its own cost.
- h. 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. TOTAL DICA COURSE FEE**

- a. The total cost of the DICA course fee shall be LKR 300,000/- (Rupees Four hundred Seventy five thousand (herein after referred to as the **"total course fee"**).
- b. BEC contribution of LKR 300,000/- shall be transferred to the following bank account of Esoft upon the completion of the course or installment basis and upon recommendation of the BEC.

Name of the Account Holder : ESOF Metro Campus  
Name of the bank : Commercial Bank  
Branch : Commercial Bank Narammala Branch  
  
Number of the Account : 1600040003

#### **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 Esoft, breaches any of the terms or conditions herein stipulated.

#### **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.

#### **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**

Esoft 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 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 partially 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. 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 **ESOFT METRO CAMPUS TRINCOMALEE**



Name - K. Deewanarth

Designation - Centre manager

Date - 10/6/2019

**Centre Manager**  
**ESOFT METRO COLLEGE**  
No:05, 2<sup>nd</sup> Floor, Main Street.  
Trincomalee.

**WITNESS**




Name - M.M. Fauzan ali

NIC No. - 923500693V

Date - 10/6/2019.

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



Name - S. Chembakam

Designation - District Manager

Date - 10/6/2019

**District Manager**  
**Berendina Employment Center (Gte) Ltd**  
No.55, Kankassey, Kottu Road  
Trincomalee  
02649254

**WITNESS**



Name -

NIC No. -

Date -

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

#### ANNEXURE A: Budget and payment system for Esoft

| # of Students   | Course fee per head (LKR) | Total (LKR) |
|---|---------------------------|-------------|
| 15  | 20,000.00                 | 300,000.00  |
| 1st Installment 40% Rs.120,000.00 upon signing of MoU and starting of the course  |                           | 120,000.00  |
| 2nd installment 20% Rs. 60,000.00 after 2 months of training  |                           | 60,000.00   |
| 3rd installment 20% Rs. 60,000.00 After 3 months of training  |                           | 60,000.00   |
| 4th installment 20% Rs. 60,000.00 after completion of on the course and conducting the final exam and submission of completion and final report |                           | 60,000.00   |