



**AN AGREEMENT  
FOR  
CONDUCT TRAINING ON SOFT SKILLS AND JOB READINESS  
FOR 35 YOUTH FROM MULLAITIVU DISTRICT  
BETWEEN  
INSTITUTE OF COMPUTER TECHNOLOGY - MALAVI  
AND  
BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**

**THIS COLLABORATION AGREEMENT** (hereinafter referred to as "**Agreement**") is entered into at Colombo on this 20<sup>th</sup> day of January, 2019 by and between;

**BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**, a non-profit, service and development organization and a company duly incorporated under the Companies Act No. 07 of 2007, This has registered as Berendina Employment Center(Guarantee) Limited with the registered number GL 2303 and has further registered as a Non-Governmental organization with the number L-160116. And having its registered office at 44/3 Narahenpitta Road, Nawala, Sri Lanka (hereinafter referred to as "**BEC**") being the Party of **the First Part**;

Berendina Employment Center (BEC) 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 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.

**AND**

**INSTITUTE OF COMPUTER TECHNOLOGY - MALAVI (ICTM)** is one of the leading IT and English skill development Institute in Mullaitivu District. The centre was established in 2003 with the aim of expand IT and International language knowledge among war effected youth and young children with the aid from foreign countries. The centres was established in Mallavi, Mulliyawalai, Oddusuttan of Mullaitivu District and Nedunkerny of Vavuniya District. The centre trained more than 2500 youth, 1000 Children and 700 Adults on IT and Language skills. The organization is legally registered under divisional secretariat number MU/TNK/001/2016 (**here in after referred to as "ICTM"**) being the party of the Second Part;

#### **Purpose of Collaboration**

In pursuance of common interests Berendina Employment Centre (Gte) Ltd and the Institute of Computer Technology hereby agree to enter into this Memorandum of Understanding (MOU) to develop mechanisms for institutional collaboration.

This institutional collaboration will help the implementation of the certificate course on Life skill development training after completion of which a certificate will be issued.

**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 Five (05) 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 20<sup>th</sup> of January 2019 and shall expire on 25<sup>th</sup> June 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the "Term").

**2. INSTITUTE OF COMPUTER TECHNOLOGY – MALAVI  
ICTM**

Agrees to the following:

- a. Conduct and complete the certificate course on life skills and job readiness training program for 35 participants from Mullaitivu
- b. Facilitate the successful completion of the course for 35 participants
- c. Conduct the certificate course with the Course fee per student is LKR 22,000 and Total course fee is LKR 22,000 X 35= LKR 770,000 Where the student contribution is 140,000.00 (4000.00 x 35) and BEC contribution is 630,000.00 (18,000.00 x 35)
- d. Motivate students in proper ways to minimize the absence during the period of course conduct
- e. Upon commencement of the course, ICTM shall inform BEC in writing of the payment schedule and detailed timeline of the Project
- f. To monitor the quality of the course in consultation with BEC
- g. To be responsible for all payments of salaries and/or fees to the instructor/lecturer and to pay for any other remuneration where required
- h. To submit to BEC relevant documents relating to payments request, certified by the ICTM representative
- i. To ensure that its instructor/lectures are suitably trained, qualified and experienced to conduct the course hereto for the successful completion of the course
- j. Provide guidance to the youth for find appropriate employment following completion of the course
- k. To permit BEC to observe the training/course programs and to see how it goes on

- I. To ensure that all activities undertaken during the course of the course are carried out consistent with all applicable requirements of the ICTM

### 3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

- a. Cover the course fee for 35 participants and pay the course fee directly to ICTM upon receive the payment request
- b. BEC will pay the agreed fee to ICTM (35 X 18,000= LKR 630,000) and BEC will pay the 40% (LKR 252,000) of the agreed total course fee upon signing of agreement and balance will be paid as follows  
  
40%- 2<sup>nd</sup> part payment LKR 252,000 - Upon covered the 50 percent of the course module  
  
20% final payment LKR 126,000- Upon completion of the course and final exam , total amount will be vary according the number of students completing the course.
- c. Monitor and follow up the certificate course program on Soft skills and job readiness with the close coordination of ICTM
- d. To pay ICTM as more fully described in the **Budget** attached hereto respectively as **Annexure A**, upon the satisfactory completion of the course for the awarded amount specified therein (herein after referred to as the "**Total course fee**")
- e. To conduct certain monitoring and evaluation activities at its own cost.
- f. BEC through its duly appointed representatives (Operations Manager/District manager/project officer) shall have the right to visits to the course conduct venue without harming to the ongoing lecturers and discuss with students and get the feedback for the improvement of this.

### 4. TOTAL COURSE FEE

- a. The total cost of the course fee shall be LKR 770,000 (Rupees Seven Hundred and Seventy thousand (herein after referred to as the "**total course fee**").
- b. BEC contribution of LKR 630,000 shall be paid as cheque to ICTM upon the installment basis and upon the milestone completion



## **5. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. Relevant taxes will be deducted from the payment based on taxation acts issued by government of Sri Lanka, time to time.

## **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 ICTM, 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. ANTI-CORRUPTION CLAUSE

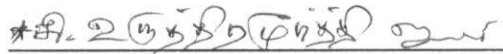
All parties declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or shall be made to anyone by Party of the Second Part, either directly or indirectly, as an inducement or reward for the award or execution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

### 13. 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.

**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 **INSTITUTE OF COMPUTER TECHNOLOGY – MALAVI**




Name - S. Uruththiramoorthi Eyer

Designation - Director

Date - 20/01/19

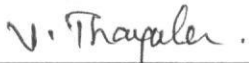
Institute of Computer Technology

 Mallavi, Yogapuram.

Reg No : MU/TNK/001/2016

email : ictmallavi@gmail.com

### WITNESS



Name - V. Thayalan

NIC No. - 191932303493

Date - 20/01/2019

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

Berendina Employment Center (Gte) Ltd

Name -

Designation - Berendina Hanthandra

Date - 2.12/19

**WITNESS**



Name - K. Dineth Chandra

NIC No. - 841993420V

Date - 20/01/2019

District Manager  
Berendina Employment Center,  
Selvapuram Road, Mullaitivu.  
BERENDINA Reg Num : L-160116

**ANNEXURE A: Budget and payment system for ICTM**

#	# of Students	Course fee per head (LKR)	Total (LKR)
1	35	18,000	630,000
40 % of the total upon signing of agreement and commencement of the course			252,000
40%- 2 <sup>nd</sup> part payment - Upon completion of 50 percent module			252,000
20% retention - Upon completion of course and final exam			126,000