



COLLABORATION AGREEMENT

BETWEEN

BERENDINA EMPLOYMENT CENTER (GUARANTEE) LIMITED,

AND

KINNIYA INSTITUTE OF INDUSTRIAL TECHNOLOGY

AND

INSIGHT INSITUTE OF MANAGEMENT AND TECNOLOGY

FOR

TO CONDUCT THE VOCATIONAL AND PROFESSIONAL COURSES

OF

***TAILORING /AGRECULTURE FIELD ASSISTANT / AC MACHNIC / AUTO MOBILE AND ICT
-LEVEL 4***

THIS AGREEMENT is entered into at Trincomalee as of this 15th November Two Thousand and Nineteen (2019) by and between:

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 one Part**;

AND

The KINNIYA INSTITUTE OF INDUSTRIAL TECHNOLOGY - KIIT popularly known KIIT, Kuttitheevu, Kinniya, Trincomalee. KINNIYA INSTITUTE OF INDUSTRIAL TECHNOLOGY has registered under act of TERTIARY AND VOCATIONAL EDUCATION COMMISSION (TVEC), Ministry of youth Affairs and Skills Development (Reg. No P19/0019). KIIT has been providing. Refrigeration and Air Conditioning Mechanic, Auto Mobile Electrician, Aluminum Fitting, Tailor, Nursing Assistant as well. (hereinafter referred to as "**KIIT**") being the party of the Second Part; (hereinafter referred to as "**KIIT**") being the party of **the second Part**;

AND

Insight Institute of Management and Technology is a nonprofit organization, working to empowerment through Education **such as** Advance Diploma courses, workshops and education trainings in Civil Engineering and it located in 78, Allen Avenue, Dehiwela Colombo, Sri Lanka (hereinafter referred to as "**INSIGHT**") being the party of **the Third Part**;

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 15TH November Two Thousand and Nineteen (2019) and shall expire on 30th November 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 15th November Two Thousand and Nineteen (2019) irrespective of the date of execution of this Agreement.

2) OBLIGATIONS OF BEC

- a) To contribute an amount of Rupees Two Hundred and seventy Thousand only (10,000.00 x 21 students = Rs. 210,000/-) for the Course fees
- b) To support to identify suitable locations to conduct the development of Vocational and professional course

3) OBLIGATIONS OF INSIGHT

- a) To contribute funds amounting to Rupees One Hundred and sixty-two Thousand only (6000.00 x 21 students Rs. 126,000/-) .

4) OBLIGATIONS OF KIIT

- b) To allocate time for the course to be conducted at the KIIT Center
- c) To allocate time and space to utilize the Kinniya Centre 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) The total course fee is Rs. 441,000.00 (21000.00 x 21, students) INSIGHT will be contribute Rs. 126,000.00 (6,000.00 x 21 students) , Student Contribution is 105,000.00 (5,000.00 x 21 Students)and BEC will be contribute RS. 210,000.00 (10,000.00x 21 student) will be directly paid by BEC to KIIT by installment
- b) Payment from Berendina will be as follows
 - 1st Installment 25% Rs.52,500.00(2,500.00 x21) upon signing of MoU and starting of the course
 - 2nd installment 25% Rs. 52,500.00(2,500.00 x21) after 2 months
 - 3rd installment 25% Rs. 52,500.00 (2,500x21) After 3 months
 - 4th installment 25% Rs. 52,500.00(2,500.00 x21) after completion of on the job training and conducting the final exam awarding Certificate.

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 BEC Attn.: Mr. Chandrakumar
District Manager –BEC Trincomalee

If to KIIT : Attn: Mr. M.S.M. [Signature]
Center Manager KIIT-Kinniya

If to INSIGHT : Attn: Mr. M.A. Ahamed Ibrahim
Manager INSIGHT -Colombo

Branch Manager
Kinniya Institute of Industrial Technology(KIIT)
Kinniya, Trincomalee
BR - DS/KY/BR/06/46, TVEC - P19/0019



8) 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.

9) 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.

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 here to 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 here to 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.

a) 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.

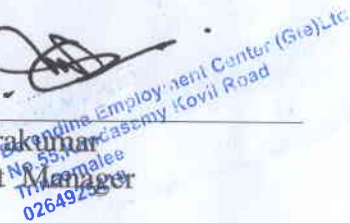
Executed as an Agreement by the parties.

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



Kukan
Operational Manager
Date:





Chandrakumar
District Manager
Date:



For and on behalf of; The KINNIYA INSTITUTE OF INDUSTRIAL TECHNOLOGY


Name N. S. M. Nafees
Date:

Branch Manager
Kinniya Institute of Industrial Technology (KIIT)
Kinniya, Trincomalee
BR - DS/KY/BR/06/46, TVEC - P19/0019

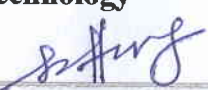

Name B. M. Hussain
Date:

Chairman
Kinniya Institute of Industrial Technology (KIIT)
Kinniya, Trincomalee
BR - DS/KY/BR/06/46, TVEC - P19/0019

For and on behalf of; Insight Institute of Management and Technology


Name M. Zuhree
Date:




Name A. A. H. Abdul
Date: