



Ministry of Education, Sri Lanka
Department of Technical Education, Sri Lanka

**AN AGREEMENT
FOR
CONDUCT TRAINING ON SOFT SKILLS
FOR 25 YOUTH FROM NUWARA ELIYA DISTRICT
BETWEEN
E - FIRST CAMPUS _ HATTON
AND
BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**

THIS COLLABORATION AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into at Colombo on this 07th day of June, 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

E-FIRST CAMPUS HATTON “We ensure best education for successful carrier”

Educational Institute with International Standards providing unique service in the field of English Language , Information Technology , Business & Marketing Management , Human Resources Management , Soft Skill , IBSL , aat , Slim , Diploma in Preschool and Hotel Management. It will also guide students all throughout their entire journey towards successful carrier assisting them

Reg No :- Cpc / DS / Amb / 2571

Purpose of Collaboration

In pursuance of common interests Berendina Employment Centre (Gte) Ltd and the E-First Campus 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 Diploma 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 26th of June 2019 and shall expire on 26th November 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the "**Term**").

2. E-FIRST CAMPUS - HATTON

Agrees to the following:

- a. Conduct and complete the Diploma course on Soft skills training program for 25 participants from Ginigathena
- b. Facilitate the successful completion of the course for 25 participants
- c. Conduct the Diploma course with the Course fee per student is LKR 24,500.00 and Total course fee is LKR 24,500.00 X 25 = LKR 612,500.00
- d. Motivate students in proper ways to minimize the absence during the period of course conduct
- e. Upon commencement of the course, E-First Campus 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 E-FIRST CAMPUS 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
- l. To ensure that all activities undertaken during the course of the course are carried out consistent with all applicable requirements of the E-FIRST CAMPUS

3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

- a. Cover the course fee for 25 participants and pay the course fee directly to E-FIRST CAMPUS upon receive the payment request
- b. BEC will pay the agreed fee to E-FIRST CAMPUS (25 X 24,500.00= LKR 612,500) and BEC will pay the 40% (LKR 245.000) of the agreed total course fee upon signing of agreement and balance will be paid as follows

 30%- 2nd part payment LKR 183,750 - Upon covered the 50 percent of the course module

 30% final payment LKR 183,750 - 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 Diploma course program on Soft skills and job readiness with the close coordination of E-FIRST CAMPUS
- d. To pay E-FIRST CAMPUS 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 612,500 (Rupees Six Hundred and Towel thousand Five Hundred (herein after referred to as the **"total course fee"**).
- b. BEC contribution of LKR 612,500.00 shall be transferred to the following bank account of E-FIRST upon the installment basis and upon the milestone completion

Name of the Account Holder :	E-First campus
Name of the bank :	Bank of Ceylon
Branch :	Hatton
Number of the Account :	84427262

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 E-FIRST , 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 **E-FIRST CAMPUS**



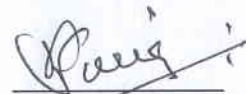
Name -

Designation -

Date -

Director
E - First Campus
15D 1/1, Dunbar Road
Hatton

WITNESS



Name - S. Ramchandras

NIC No. - 683483990Y

Date - 1/7/2019

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



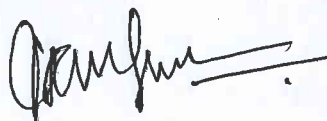
Name -

Designation -

Date -

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

WITNESS



Name - ARM Suhail

NIC No. - 960793196V

Date - 01/07/2019

ANNEXURE A: Budget and payment system for E-First Campus

#	# of Students	Course fee per head (LKR)	Total (LKR)
1	25	24,500.00	612,500
40 % of the total upon signing of agreement and commencement of the course			245,000
30%- 2 nd part payment - Upon completion of 50 percent module			183,750
30% retention - Upon completion of course and final exam			183,750