



**AN AGREEMENT
FOR
CONDUCT TRAINING ON
NURSING ASSISTANT (09 No's)
IN MULLAITIVU DISTRICT
BETWEEN
SMI NURSING SCHOOL
AND
BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**

THIS COLLABORATION AGREEMENT (hereinafter referred to as "**Agreement**") is entered into at Colombo on this 15th day of February, 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

SMI_Gampaha : SMI Vocational Training Center in one the prominent vocational training provider in the field of Nursing and Hospital care. Its main office and the training center is located at No 237/2. Colombo Road, Gampaha, Sri Lanka (**Registration number W82011 and TVEC Registration PO2/0123**) (Here in after referred to as "**SMI**") being the party of the Second Part;

Purpose of Collaboration

In pursuance of common interests Berendina Employment Centre (Gte) Ltd and the SMI Nursing School 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 Nursing Assistant courses 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 fifteen (20) 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 15th of April 2019 and shall expire on 15th December 2020 or as agreed to in writing by the parties hereto (hereinafter referred to as the "Term").

2. SMI NURSING SCHOOL, GAMPAHA - SMI

Agrees to the following:

- a. Conduct and complete the Nursing Assistant program for 09 youth from Mullaitivu
- b. Facilitate the successful completion of the course for 09 participants
- c. Conduct Nursing Assistant Training with the course fee per student is 66,800.00 (66,800.00 x 09 = **601,200.00 LKR**)
- d. Motivate students in proper ways to minimize the absence during the period of course conduct
- e. Upon commencement of the course, SMI 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 SMI 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 placement opportunities in reputed institutions after successful completion of the course
- k. Placement should always relevant to Nursing related field
- l. To permit BEC to observe the training/course programs and to see how it goes on
- m. To ensure that all activities undertaken during the course of the course are carried out consistent with all applicable requirements of the SMI

3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

- a. Cover the course fee for 09 participants and pay the course fee directly to SMI upon receive the payment request

- b. BEC will pay the agreed fee to SMI (37,800 x 09) **LKR 340,200.00** and BEC will pay the 30% (LKR 102,060) of the agreed total course fee upon signing of agreement and balance will be paid as follows

40%- 2nd part payment LKR 136,080 - Upon covered the 50 percent of the course module

30% final payment LKR 102,060 - Upon success full completion of the course and the placement in reputed hospitals

- c. Monitor and follow up the training programs with the close coordination of SMI
- d. To pay SMI 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 course fee is for Nursing Assistant Training 610,200 (66,800.00 x 9) (Six hundred and ten thousand and two hundred only) (herein after referred to as the "**total course fee**").
- b. BEC contribution of LKR 340,200 shall be paid as cheque to SMI 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 SMI, 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

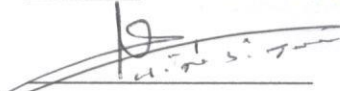
13. PUBLICITY

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 **SMI Nursing School (SMI)**


Name - **Dushmantha S. Kumara**
Designation - Managing Director
Date - **S.M.I. Vocational Training Institute**
Gampaha.
WITNESS 13/04/2019



Name - **H.N.S. Jayathilaka**
NIC No. - **792610277-V**
Date - **13/04/2019**


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

Berendina Employment Center (Gte) Ltd


Name -
Designation - **Hermantha Harischandra**
General Manager
Date -

WITNESS


Name - **K. Dinesh Chandan**
NIC No. - **841993420V**
Date - **13/04/19**

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

ANNEXURE A: Payment system for SMI

30 % of the total upon signing of agreement and commencement of the course	102,060.00
40%- 2 nd part payment - Upon completion of 50 percent module	136,080.00
30% retention - Upon completion of course and final exam	120,060.00