



AN AGREEMENT

FOR

CONDUCT COURSE ON FOR TRAINING ON LIFE SKILL AND JOB READINESS

FOR 38 YOUTH FROM ANURADHAPURA DISTRICT

BETWEEN

ORIENT ACADEMY LIMITED - ANURADHAPURA

AND

BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED

THIS COLLABORATION AGREEMENT (hereinafter referred to as "**Agreement**") is entered into at Colombo on this 21st day of December, 2018 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 44/3Narahenpitta 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 uplifting the lives of marginalized youth. Since inception, BEC has linked over 18,861 youth with employment opportunities and provided over 10,343 professional/vocational training scholarships with a success rate of 65% of youth obtaining employment/self-employment within a year of training. Over 300 companies including some of the leading companies in Sri Lanka have utilized the services offered by BEC. BEC has also awarded over 5,000 scholarships to talented students under taking their O/L and A/L examinations in rural and plantation areas, so that they have the ability to continue their studies without interruption. Our core activities are as follows, Career Guidance and Counseling, Professional and Vocational Training, Job Linking with the Private Sector, Bright Students Scholarships

AND

ORIENT ACADEMY LIMITED- ANURADHAPURA Orient Academy Limited, as the leading, private sector, higher education network in Sri Lanka with 13 centers island-wide, Orient Academy creates opportunities for over 10,000 students every year.

Since inception in 2009, Orient Academy have built a solid reputation for delivering high quality and affordable academic programs ranging from certificate to postgraduate level, across a variety of disciplines including Computing, Business, Engineering, Language Training and Personal and Professional Development. And having its registered office at Anuradhapura, Sri Lanka (hereinafter referred to as "**OAL**") being the Party of **the Second Part**;

The organization is legally registered under company act no 7 of 2007number PB 3738/2009.

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 21st of December 2018 and shall expire on 21st May 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the "Term").

2. ORIENT ACADEMY LIMITED– ANURADHAPURA (OAL)

Agrees to the following:

- a. Conduct and complete the certificate course on life skills and job readiness training program for 38 participants from Anuradhapura
- b. Facilitate the successful completion of the course for 38 participants
- c. Conduct the certificate course with the Course fee per student is LKR 21,000 and Total course fee is LKR 21,000 X 38= LKR 798,000Where the student contribution is 114,000.00 (3000.00 x 38) and BEC contribution is 684,000.00 (18,000.00 x 38)
- d. Motivate students in proper ways to minimize the absence during the period of course conduct
- e. Upon commencement of the course, Orient Academy 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 Orient Academy 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 Orient Academy

3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

- a. Cover the course fee for 38 participants and pay the course fee directly to OAL upon receive the payment request
- b. BEC will pay the agreed fee to Orient Academy (38 X 18,000= LKR 684,000) and BEC will pay the 30% (LKR 205,200) of the agreed total course fee upon signing of agreement and balance will be paid as follows
 - 20% - 2nd Part payment LKR 136,800 – after the one month completion
 - 30%- 3rd part payment LKR 205,200 - Upon covered the 50% of the course module
 - 20% final payment LKR 136,800- Upon completion of the course and final exam
- c. Monitor and follow up the certificate course program on life skills and job readiness with the close coordination of OAL.
- d. To pay Orient Academy 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 798,000 (Rupees Seven Hundred and Ninety-Eighthousand (herein after referred to as the "**total course fee**").

- b. BEC contribution of LKR 684,000 shall be transferred to the following bank account of Orient Academy upon the installment basis and upon the milestone completion

Name of the Account Holder : Keenagaha Gedara Chandana Kuamara Jayasekara

Name of the bank : People's Bank

Branch : Anuradhapura

Number of the Account : 008 2002 100 52435

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 Orient Academy branches 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

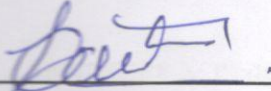
All parties declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or shall be made to anyone by Party of the Second Part, either directly or indirectly, as an inducement or reward for the award or execution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

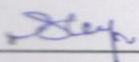
For and on behalf of ORIENT ACADEMY LIMITED – ANURADHAPURA


Name - K.G.C.K. Jayasekara,
Designation - Branch Manager
Date - 19/12/2018

Orient Academy

Authorized Centre
No. 52/32, 1st Floor, 4th Cross Road
New Town - Anuradhapura.
Hot.071-4750456

WITNESS

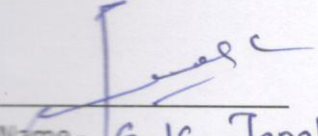

Name - S.S. Rajakaruna.
NIC No. - 895022861V
Date - 2018.12.19

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

Name -
Designation -
Date -


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

WITNESS


Name - G.K. Janak Sanjeeva
NIC No. - 901211345V
Date - 19/12/2018

Janak Sanjeeva
District Manager
Berendina Employment Center (Gte) Ltd.
No.561/B 45/2, 4th Lane, New Bus Stand
Anuradhapura
Tel:071-6 50 6004

ANNEXURE A: Budget and payment system for OAL

#	# of Students	Course fee per head (LKR)	Total (LKR)
	38	18,000	684,000
Payment Milestones			
1	30 % of the total upon signing of agreement and commencement of the course		205,200
2	20%- 2 nd part payment – After the one month completion		136,800
3	30%- 2 nd part payment - Upon completion of 50 percent module		205,200
4	20% retention - Upon completion of course and final exam		136,800