



**AN AGREEMENT**  
**FOR**  
**CONDUCTING A SOFT SKILLS TRAINING PROGRAMME**  
**FOR 35 YOUTH FROM TRINCOMALEE**  
**BETWEEN**  
**INTERNATIONAL CAMPUS FOR LANGUAGES, MANGEMENT &**  
**TECHNOLOGY (PVT) LTD**  
**AND**  
**BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**

**THIS COLLABORATION AGREEMENT** (hereinafter referred to as "**Agreement**") is entered into at Trincomalee on this 8<sup>th</sup> November 2018 by and between;

**BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED**, 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. This has registered as Berendina Employment Center (Guarantee) Limited under the Company Act No. 7 of 2007 with the number GL 2303. It has further registered as a Non-Governmental organization with the number L-160116. 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. Having registration its main office at no 44/03 Narahenpita Road, Nawala, Sri Lanka. (Hereinafter referred to as "**BEC**") being the party of **the First Part**;

**AND**

International Campus for Languages, Management & Technology (Pvt) Ltd, a Company duly incorporated in Sri Lanka and having its Registered Office at # 182, Vihara Mawatha, Off Dewala Road, Pamunuwa - Maharagama and bearing its Business registration # PV 125446 (hereinafter sometimes called and referred to as "**ICLMT**") of the **SECOND PART**

**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 Two and a half months (10 weeks /150 hours / 3 days per week), commencing from ...November 2018...
- ii. However, the said period may be extended or terminated early by the parties on valid grounds as more fully indicted in Clause 09.
- iii. This Agreement shall be in force from the .....November....., 2018, and shall expire on ...March..... 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the "**Term**").



## **2. OBLIGATIONS OF INTERNATIONAL CAMPUS FOR LANGUAGES, MANAGEMENT & TECHNOLOGY (PVT) LTD (TRAINING PROVIDER)**

ICLMT agrees to the following:

- I. Conduct the SOFT SKILLS TRAINING for a MINIMUM of youth selected by BEC from Trincomalee
- II. Facilitate the successful completion of the SOFT SKILLS TRAINING for a MINIMUM of 35 youth
- III. Conduct the SOFT SKILLS TRAINING with the Training fee per student at LKR 15,000.00/- and Total course fee of LKR 15,000.00 X 35 = LKR 525,000/-
- IV. Ensure the continuous participation of the students and Motivate students in proper ways to minimize the absence.
- V. To monitor the quality of the course in consultation with BEC.
- VI. To submit to BEC relevant documents relating to payments request, certified by the ICLMT representative
- VII. To ensure that its instructors/lectures are suitably trained, qualified and experienced to conduct the SOFT SKILLS TRAINING hereto for the successful completion of the course.
- VIII. To permit BEC to discuss with students by visiting the lecturer hall /premise within which the course will be conducted giving sufficient prior notice.
- IX. To ensure that all activities undertaken during the course of the SOFT SKILLS TRAINING are carried out consistently with all applicable requirements of ICLMT
- X. Maintain punctuality and discipline of the youth
- XI. To be responsible for all payments of salaries and/or fees to the instructors/lecturers and to pay for any other remuneration where required
- XII. Ensure the students attendance with the coordination of BEC and parents
- XIII. To closely monitor the SOFT SKILLS TRAINING program and ensure the program is in order with the support of the ICLMT lecturers

VIII. BEC through its duly appointed representatives (Operations Manager/District manager/project officer) shall have the right to visits to the course conduct venue and discuss with students. BEC has the right to stop ongoing course if there are any issues detrimental to this contract and to the trainees, after consultation with ICLMT Head of Academy and if found reasonable enough to do so based on facts

#### **4. TOTAL SOFT SKILLS TRAINING program fee**

- a. The total cost of the SOFT SKILLS TRAINING program fee shall be LKR 525,000/- (Rupees five hundred twenty-five thousand (herein after referred to as the "total course fee").
- b. BEC contribution of total course fee LKR 525,000 /- shall be transferred to the following bank account of ICLMT upon the completion of the course or installment basis as described under clause-3 and upon recommendation of the BEC.

- o Name of the Account Holder : INTERNATIONAL CAMPUS FOR LANGUAGES, MANGEMENT & TECHNOLOGY (PVT) LTD
- o Name of the bank : SAMPATH BANK
- o Branch : Wattala, Sri Lanka
- o Number of the Account : 000810016434

#### **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 of ICLMT, breaching any of the terms or conditions herein stipulated
- c. ICLMT may immediately terminate this Agreement, in the event of BEC breaching 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. LIABILITY AND INDEMNITY**

ICLMT shall be liable for and indemnify BEC, its donors and/or their affiliates, employees, agents or representatives against any claim, damage or loss of any kind whatsoever arising directly or indirectly from the program. This clause shall survive the expiry or early termination of this Agreement

## **13. 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

## **14. PUBLICITY**

The parties agree to use BEC logos and to publicize the fact that the funds for this project have been derived fully 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

## **15. MONITORING PLAN**

BEC will monitor the participant attendance and course conducts. The Training provider is also responsible to ensure the participant attendance and report to BEC if any participant discontinues the course or if any issues arise

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 **INTERNATIONAL CAMPUS FOR LANGUAGES, MANAGEMENT & TECHNOLOGY (PVT) LTD**

Name : **Jeevani Sinniah**  
Designation : Head of Academy  
Date : 08<sup>th</sup> November 2018

INTERNATIONAL CAMPUS FOR LANGUAGES,  
MANAGEMENT & TECHNOLOGY (PVT) LTD

Jeevani Sinniah  
Head of Academy

**WITNESS**

Name : **Thuwaraha Parameswaran**  
NIC No. : 875804340V  
Date : 08<sup>th</sup> November 2018

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

Name : **P. Thirumarchis**  
Designation : **Admin officer**  
Date : 08<sup>th</sup> November 2018

Berendina Employment Center (Gte) Ltd

P. Thirumarchis  
General Manager

**WITNESS**

Name : **S. ILWICAN - OM**  
NIC No. :  
Date : 08<sup>th</sup> November 2018

INTERNATIONAL CAMPUS FOR LANGUAGE  
MANAGEMENT & TECHNOLOGY (PVT) LTD

Jeevani Sinniah  
Head of Academy



# **ANNEXURE A: Budget and payment system for ICLMT**

#	# of Students	Course fee per head (LKR)	Total (LKR)
	35	LKR. 15,000.00	<b>525,000.00</b>
01	1st Installment 40% LKR. 210,000.00 upon signing of MoU and starting of the course		210,000.00
02	2nd installment 30 % LKR. 157,500.00 after upon covered the 50 percent (%) of the course module		157,500.00
03	3 <sup>rd</sup> Instalment 20% of total LKR. 105,000 Upon completion of the course and final exam, total amount will be varying according the number of students completing the course		105,000.00
04	Final installment 10% of total LKR 52,500 Upon submission of final report to BEC (Total amount will vary according the additional number of students completing the course, based on Rs. 15,000 per student)		52,500.00