

BERENDINA EMPLOYMENT CENTRE (GUARANTEE) LIMITED  
AND  
TEA LEAF VISION SCHOOL – NUWARA ELIYA  
BETWEEN  
FOR 20 YOUTH FROM NUWARA ELIYA DISTRICT  
CONDUCT TRAINING COURSE ON LIFE SKILL AND JOB READINESS  
FOR  
AN AGREEMENT



**THIS COLLABORATION AGREEMENT** is entered into at Colombo on this 10<sup>th</sup> 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 44/3 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 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 Counselling, Professional and Vocational Training, Job Linking with the Private Sector, Bright Students Scholarships

**AND**

Tea Leaf Vision was established in 2010 in the Maskeliya area to empower young adults with English and professional skills. This full-time, free course is offered to 18 to 24 year olds who are unmarried and unemployed. In the nine years of operation, Tea Leaf Vision has graduated over 1200 tea estate youth. Of those who are wishing to work, over 80% are now in sustainable employment either off the tea estates, or in tea estate offices.

### **Purpose of Collaboration**

In pursuance of common interests Berendina Employment Centre (Gte) Ltd and Tea Leaf Vision 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 certificate course on Life skill development training after completion of which a certificate will be issued.

## 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 indicated in Clause 10.
- iii. This Agreement shall be in force from the 10<sup>th</sup> of December 2018 and shall expire on 31<sup>st</sup> March 2019 or as agreed to in writing by the parties hereto (hereinafter referred to as the "Term").

## 2. TEA LEAF VISION SCHOOL – NUWARA ELIYA, Agrees to the following:

- a. Conduct and complete the certificate course on life skills and job readiness training program for 20 participants from Nuwara Eliya
- b. Facilitate the successful completion of the course for 20 participants
- c. Conduct the certificate course with the Course fee per student is LKR 17500.00 and Total course fee is LKR 20000.00 X 20 = 400,000.00 Where Tea leaf vision's contribution is LKR 50,000.00 (2500.00 X 20) and BEC's contribution is 350,000.00 (17500 X 20).
- d. Motivate students in proper ways to minimize the absence during the period of course conduct
- e. Upon commencement of the course, TLV 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 TLV 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 TLV

### 3. OBLIGATIONS OF BEC

BEC hereby agrees to undertake the following:

a. Cover the course fee for 20 participants and pay the course fee directly to TLV upon receive the payment request

b. BEC will pay the agreed fee to TLV ( $20 \times 17500.00 = \text{LKR } 350,000.00$ ) and BEC will pay the 40% (LKR 140,000.00) of the agreed total course fee upon signing of agreement and balance will be paid as follows

30%- 2<sup>nd</sup> part payment LKR 105,000.00 - Upon covered the 50 percent of the course module

30% final payment LKR 105,000.00 - Upon completion of the course and final exam as actual basis

**Note:** (Final Payment will be done based on Pro rata calculation method for (if any) Student drop outs.

c. Monitor and follow up the certificate course program on life skills and job readiness with the close coordination of TLV

d. To pay TLV 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 with the prior permission of the TLV Principal.

### 4. TOTAL COURSE FEE

a. The total cost of the course fee shall be LKR 400,000.00 (Rupees Four Hundred thousand. (herein after referred to as the "**total course fee**").

b. BEC contribution of LKR 350,000.00 shall be transferred to the following bank account of TLV upon the installment basis and upon the milestone completion

Bank name - Commercial Bank  
Bank account name - Tea Leaf Vision (Guarantee) LTD  
Account number - 1480045835

## 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 TLV, 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 TEA LEAF VISION SCHOOL – NUWARA ELIYA

Name - Ms. Yacharshini Selvaraj

Designation - Country Director

Date -

**Tea Leaf Vision**  
No.03, Waterfield Drive,  
Nuwara Eliya.  
Tel: 91-9352-3059099  
Nuwara Eliya - 11800

WITNESS

Name - Ms. Jesmin Alimuddin

#	# of Students	Course fee per head (LKR)	Total (LKR)
	20	17,500.00	350,000.00
Payment Milestones			
1	40% of the total upon signing of agreement and commencement of the course		140,000.00
2	30%- 2 <sup>nd</sup> part payment - Upon completion of 50 percent module		105,000.00
3	30% retention - Upon completion of course and final exam		105,000.00

ANNEXURE A: Budget and payment system for TLV

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

Date -

WITNESS

Date -

Name

Designation -

NIC No. -

Date -

Name

Designation -

NIC No. -

Date -

Name

Designation -

NIC No. -

Date -