

PROJECT COLLABORATION AGREEMENT

BETWEEN

<INDUSTRY ASSOCIATION>

(Whose principal place of business is at <ADDRESS>, herein represented by its <JOB TITLE OF REPRESENTATIVE>, <NAME OF REPRESENTATIVE>)

<NAME OF REGISTERED TRAINING INSTITUTION>

(Whose principal place of business is at <ADDRESS>, herein represented by its <JOB TITLE OF REPRESENTATIVE>, <NAME OF REPRESENTATIVE>)

AND

Human Resource Development Council (HRDC)

(hereinafter referred to as "**HRDC**")

(whose principal place of business is at 4th Floor, NG Tower, Cybercity,
Ebène,

herein represented by its Chairperson, Mr. L.A Guinness Balnock and
Director, Mr. Rajcoomar Auckloo)

(Hereafter known collectively as the "**Parties**" and individually as a "**Party**" to this Agreement)

ON

[COURSE TITLE] under the National Skills Development Programme,
(hereinafter referred to as "**NSDP**")

RECITALS:

A. The HRDC, established under the Human Resource Development Act 2003, was set up to:

- (i) Promote human resource development in line with national economic and social objectives;
- (ii) Stimulate a culture of training and lifelong learning at the individual, organisational and national levels for employability and increasing productivity; and
- (iii) Provide the necessary human resource thrust for successful transformation of the economy of the country into a Knowledge Economy.

B. ABOUT INDUSTRY ASSOCIATION

C. ABOUT TRAINING INSTITUTION

D. The National Skills Development Programme, as announced in Budget Speech 2016-2017, aims to train young people in technical skills that are in high demand to better match skills, and create more job opportunities.

The sectors concerned are ICT, tourism and hospitality; nursing and paramedics and construction and other industries.

- E.** The HRDC is to be the lead agency for the implementation of the NSDP and shall also be responsible for disbursing funds for training and the stipends (including transport) payable to the youths.
- F.** The Training Institution is desirous of providing training and in relation to certain sectors, organise placements of the youths participating in the NSDP and will submit proposals for approval by the Steering Committee.
- G.** The parties intend to enter into this Programme Collaboration Agreement for the purpose of establishing a framework for collaboration under the NSDP.
- H.** A 'Manual of Procedures' has been developed to provide information and guidance on the NSDP to relevant stakeholders. It details the roles and responsibilities of the HRDC, MoEHRTESS, Business Mauritius, Host Enterprises, Industry Associations, unemployed youth amongst others. It also includes the standard processes and procedures.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1.0 RECITALS

Both Parties agree that the matters referred to in the recitals of this Agreement are true and correct in every material particular and that the recitals shall form part of the Agreement.

SCOPE OF THE PROGRAMME COLLABORATION AGREEMENT

- 1.1. This Agreement provides for the obligations of the Parties under the NSDP in relation to the provision of training and placement of trainees selected by the HRDC pursuant to the approved course.
- 1.2. The proposal which has to be made by the Training Institution and the approval by the NSDP Sub-Committee shall form part of this Agreement.
- 1.3. The HRDC shall pay the Training Institution for the provision of the course, as provided under article 6 of this Agreement.
- 1.4. The MLIRET shall provide the necessary assistance to the NSDP and the HRDC as provided for in this Agreement and detailed in the Manual of Procedures.

2.0 TERM

This Agreement shall commence on <DATE> and, unless terminated sooner under this Agreement, shall continue in force until completion of the project.

3.0 FUNDING

- 3.1. Under this Agreement, HRDC shall provide financial support for the implementation of the Course.
- 3.2. Funding shall be effected by HRDC to the training institution according to the payment structure in the Manual of Procedures for NSDP and submission of relevant invoices and receipts.

4.0 INDUSTRY ASSOCIATION OBLIGATIONS

The industry association shall:

- i. ensure course is delivered and placement is effected as per the proposal;

- ii. ensure proper procurement procedures pertaining to the implementation of the programme;
- iii. facilitate placement of trainees in member enterprises;
- iv. follow up with training institutions on the delivery of training to ensure training is being delivered as per standard required by the industry;
- v. ensure that the relevant terms of this Agreement is included in the Agreement with Host Enterprises;
- vi. ensure proper monitoring and evaluation by providing to HRDC an evaluation report on the progress and completion of the programme;
- vii. enlist the full collaboration of the HRDC in all phases of the programme; and
- viii. ensure visibility of the HRDC on the implementation and outcomes of the programme.

5.0 TRAINING INSTITUTION OBLIGATIONS

Training Institution shall:

- I. ensure course is delivered and placement is effected as per the proposal;
- II. ensure proper procurement procedures pertaining to the implementation of the programme;
- III. ensure that the courses are being run and implemented as approved by the sub-committee/MQA/TEC (course and placement) and schedule (bid document);

- i. provide a learner-friendly environment and the required resources as required by the course;
- ii. be responsible for the conduct of the necessary assessments and examinations as well as the award of the respective certificates as per TEC/MQA regulations, as applicable;
- iii. immediately inform the HRDC of any drop out and the exact date of the non-attendance;
- iv. submit a monthly report of attendance, participation and progress;
- v. ensure proper monitoring and evaluation by providing to HRDC an evaluation report on the progress and completion of the programme;
- vi. enlist the full collaboration of the HRDC in all phases of the programme; and
- vii. ensure visibility of the HRDC on the implementation and outcomes of the programme.

6.0 HRDC OBLIGATIONS

- 6.1. HRDC shall provide financial support as per paragraph 3.2 above in accordance with the requirements of approved course and approval of Sub-Committee/Council.
- 6.2. The HRDC shall also:
 - (i) enlist trainees for respective skills development programmes;
 - (ii) hold meetings with beneficiaries prior to the start of the course;
 - (iii) ensure that the beneficiaries shall be covered by means of an insurance policy during the training, including the placement; and
 - (iv) interface with employers/industry associations for skills needs and support for placement of trainees.

7.0 VISIBILITY OF THE HRDC

- 7.1 The logo of HRDC, industry association and training institution shall appear on all marketing/training/communication tools/materials related to this Agreement.
- 7.2 HRDC shall be mentioned in all interventions made to the Press/Media by industry association and training institution on the subject matter of this Agreement.
- 7.3 HRDC banners (to be obtained from HRDC) shall be displayed whenever demonstrations are made throughout the programme.
- 7.4 A representative of HRDC to be invited to attend working sessions.

8.0 NATURE OF RELATIONSHIP

- 8.1 The relationship between the Parties hereto shall be only that of independent entities with rights, liabilities, duties and obligations as set out in the Agreement.
- 8.2 Nothing contained in this Agreement shall be deemed or construed to constitute any Party as a partner, joint venture, employer, employee, principal, agent, trustee, beneficiary, fiduciary or representative of the other Party.
- 8.3 Neither Party has the authority to act for, nor to incur any liability or obligation on behalf of, any other Party, except as expressly provided in this Agreement.

9.0. CONFIDENTIALITY

The parties shall abide by data protection laws and shall not disclose any confidential information to third parties without permission of the appropriate party.

10.0. FORCE MAJEURE

10.1. Neither party to the present Agreement shall be responsible for any delay or failure to perform the obligations under the Agreement if the delay or failure is attributable to force majeure.

10.2. In the event of force majeure which delays performance of the whole or any part of the present Agreement for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Agreement.

10.3. For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Agreement.

11.0 NON-COMPLIANCE

The industry association and training institution clearly understand and acknowledge that failure on its part to comply with this Agreement and fulfill its obligations under this Agreement may lead to termination of this Agreement.

12.0 TERMINATION

- 12.1. In addition to any other right, each Party may terminate this Agreement without cause by giving an appropriate, notice in writing.
- 12.2. If the other Party has breached any of its obligations under this Agreement and has failed to rectify that breach within a delay of one 14 days, a notice will be served by the other Party and the other party shall rectify the breach within a delay of 1 month, failing which this Agreement may be cancelled forthwith by the HRDC.
- 12.3. In case of termination of this Agreement, industry association and training institution shall reimburse any funds already disbursed by HRDC.

13.0 DISPUTE RESOLUTION

- 13.1. Any dispute or difference arising out of or relating to this Agreement (a "Dispute") shall be dealt with in accordance with this Article.
- 13.2. In case of dispute or difference arising out of or in relation to this Agreement or its interpretation, the parties shall use all reasonable endeavours to resolve the dispute amicably to the mutual satisfaction of the parties.
- 13.3. No Party may commence any court proceedings, until the procedures set out in Article 12 have been followed.

14.0 ASSIGNMENT

None of the Parties may, without the written consent of the other Party, assign, convey, transfer, sub-let or sub-contract any of a Party's rights or obligations pursuant to this Agreement.

15.0 MODIFICATION AND SEVERABILITY

This Agreement shall not be amended or varied other than by a written instrument expressed to be either supplemental to or in substitution for the whole or a part of this Agreement and which instrument shall be signed by each Party or a Party's duly authorized agent.

16.0 NOTICES

Any notice or other communication to be given or made pursuant to the provisions of this Agreement shall be in writing and signed by the authorized agent of the Party giving the same. Notices may be served by delivery, Email, mail or facsimile transmission to the following addresses and numbers:

For HRDC:

The Director
Human Resource
Development Council
4th Floor, NG Tower
Cybercity, Ebene
Tel: 454 4009
Fax: 454 6220/454 6260
E-Mail:
rauckloo@hrdc.intnet.mu

For Industry Association:

The President
<ADDRESS>
Tel: <TEL NUMBER>
Fax: <FAX NUMBER>
Email: <EMAIL>

For Training Institution:

The Director
<ADDRESS>
Tel: <TEL NUMBER>
Fax: <FAX NUMBER>
Email: <EMAIL>

16.1 All such notices and communication shall be effective and be deemed to have been received in the following circumstances:

- i) If delivered, upon delivery;
- ii) If sent by email, mail, upon sending/posting; and

iii) If sent by facsimile transmission, upon receipt of the delivery fax report.

17.0 GENERAL

17.1 This Agreement shall be read and construed according to the laws of Mauritius.

17.2 The failure by a Party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

17.3 Each Party shall execute such agreements, deeds and documents or cause to be executed or done all such acts and things as will be necessary to give effect to this Agreement.

17.4 Each Party shall bear its own costs of and incidental to the negotiation of and the preparation and execution of this Agreement.

17.5 In case of inconsistency between the Manual of Procedures for NSDP and this Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in three original counterparts on the date first above written.

For and on behalf of HRDC represented by:	Mr. Rajcoomar Auckloo Director, HRDC	----- Date: -----
	Mr. L.A Guinness Balnock Chairperson, HRDC	----- Date: -----
For and on behalf of industry association represented by:	<name of officer> <Job title> <industry association>	----- Date: -----
For and on behalf of Training Provider represented by:	<name of officer> <Job title> <training provider>	----- Date: -----