

PROJECT COLLABORATION AGREEMENT

BETWEEN

<name of enterprise>

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

(Whose principal place of business is at **<address>**, herein represented by its

<job title, name of representative>

<name of training provider as per MQA cert. of regn>

(hereinafter referred to as "**Training Institution**")

(Whose principal place of business is at **<address>**, herein represented by its

<job title, 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 Gunness 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:

WHEREAS;

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.

AND WHEREAS

<About enterprise>

<About training provider>

The purpose and scope of NSDP is described in the Manual of Procedures for NSDP.

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.

2.0 TERM

This Agreement shall commence on **<date on letter>** and, unless terminated sooner under this Agreement, shall continue in force until completion of the training and placement.

3.0 FUNDING

- 3.1. Under this Agreement, HRDC shall provide funding for the implementation of the NSDP in accordance with paragraph 3.2.
- 3.2. Funding shall be effected by the HRDC to the training provider according to the payment structure in the Manual of Procedures for NSDP and submission of relevant invoices and receipts.
- 3.3 Parties also agree that the manual may be amended from time to time and they undertake to ensure compliance with the updated manual.

4.0 ENTERPRISE OBLIGATIONS

The enterprise shall:

- i. abide by the approved project proposal which includes the application form and supporting documents which shall form part of this Agreement;
- ii. take on placement all the trainees and ensure that his placement is effected under supervision according to the prescribed requirement for placement as per the respective course;
- iii. ensure that the relevant tools, equipment and other facilities are made available to him;
- iv. ensure that the trainee is granted release to attend courses as per agreed schedule including placement sandwiched during the course;
- v. allow the MoEHR/TESR and the HRDC to access to the work premises where the trainee is on placement;
- vi. not benefit from any other financial contributions from other institutions, other than the HRDC, for the payment of stipend and training costs in relation to the trainee;
- vii. report to HRDC any difficulty encountered regarding the NSDP.
- viii. provide a feedback report on the trainees to the HRDC.

5.0 TRAINING PROVIDER OBLIGATIONS

The training provider shall:

- i. ensure course is delivered and placement is effected as per the project proposal approved;
- ii. ensure proper procurement procedures pertaining to the implementation of the training and placement;
- iii. ensure proper monitoring and evaluation by providing to HRDC an evaluation report on the progress and completion of the training and placement;

- iv. enlist the full collaboration of the HRDC in all phases of the training and placement; and
- v. ensure visibility of the HRDC on the implementation and outcomes of the NSDP.

6.0 HRDC OBLIGATIONS

HRDC shall:

- (i) provide financial support as per approved project proposal and any requirements of NSDP and approval of Sub-committee;
- (ii) **EITHER** pay the monthly stipend and travelling allowance of Rs6,000 to the trainee; and
- (iii) **OR** refund the monthly stipend and travelling allowance of Rs6,000 per trainee to the enterprise; and
- (iv) provide assistance as per requirements of NSDP.

7.0 VISIBILITY OF THE HRDC

- 7.1. The logo of HRDC, the enterprise and the training provider 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 the enterprise and the training provider on the subject matter of this Agreement.
- 7.3. HRDC banners (to be obtained from HRDC) shall be displayed whenever demonstrations are made throughout.
- 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 TERMINATION

- 11.1. In addition to any other right, each Party may terminate this Agreement without cause by giving an appropriate, notice in writing.
- 11.2. If the other Party has breached any of its obligations under this Agreement and has failed to rectify that breach within a delay of 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 by the HRDC.

12.0 NON-COMPLIANCE

- 12.1. Subject to paragraph 12.2, the enterprise and the training provider clearly understand and acknowledge that should they, without any valid reason, fail to allow a trainee to complete his training or placement, as the case may be, the HRDC shall be entitled to reduce any funds payable to them by such proportion as the HRDC will deem appropriate.
- 12.2. The enterprise and the training provider clearly understand and acknowledge that failure on their part to comply with this Agreement and fulfill their obligations under this Agreement may lead to termination of this Agreement. In case of termination of this Agreement, the enterprise and the training provider shall reimburse any funds already disbursed by HRDC.

13.0 DISPUTE RESOLUTION

Any dispute or difference arising out of or relating to this Agreement (a "Dispute") shall be dealt with in accordance with this Article.

- 13.1 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.

13.2 No Party may commence any court proceedings, until the procedures set out in Article 11 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

16.1. 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 Enterprise:

<job title of rep.>
<address>
Tel:
Fax:
Email:

For Training Institution

<job title of rep.>
<address>
Tel:
Fax:
Email:

16.2. 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.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

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 employer represented by:	<name of officer> <Job title> <enterprise>	----- Date: -----
For and on behalf of Training Provider represented by:	<name of officer> <Job title> <training provider>	----- Date: -----