

PROJECT COLLABORATION AGREEMENT

BETWEEN

<employer name as per Certificate of Incorporation>

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

(Whose principal place of business is at <address>, herein represented by its <job title>, <name of officer>)

<name of training institution if applicable>

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

(Whose principal place of business is at <address>, herein represented by its <job title>, <name of officer>)

AND

Human Resource Development Council

(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 Graduate Training for Employment Scheme**, (hereinafter referred to as "**GTES**")

RECITALS:

WHEREAS;

- 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. The GTES has been set up to contribute towards addressing graduate unemployment and also covers up-skilling, re-skilling and conversion courses with a view to contribute towards reducing skills gap at enterprise level. The GTES provides for:
- a. training and industrial placement for a duration between 3 and 12 months.
 - b. training costs to a maximum of MUR 80,000 per unemployed graduate.
 - c. stipend for participating graduates of MUR 6,000 monthly for the duration of the training and placement.
- C. A GTES Technical Committee chaired by HRDC has been established to consider and approve applications under the GTES.
- D. The objects of the GTES are to:

- a. help employers mount MQA/TEC-approved/accredited training programmes with selected TEIs or TIs to be provided to unemployed graduates;
- b. arrange for industry-relevant training to unemployed graduates to improve their employability;
- c. facilitate the employment of the participating graduates at the end of the training and placement;
- d. provide skilled manpower to the employer; and
- e. cover the training costs for programmes run under the GTES.

E. The GTES is financed by the HRDC.

AND WHEREAS

<about employer>

<about training provider (*indicate if same above*)>

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

A. The GTES Technical Committee has approved the application of **<name of employer and training institution>** for a total funding of Rs on **<date of Committee>**.

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 particular material and that the recitals shall form part of the Agreement.

2.0 TERM

- 2.1. This Agreement shall commence on **<date of committee approval>** and, unless terminated sooner under this Agreement, shall continue to be in force until completion of the training and industrial placement.
- 2.2 The Parties shall abide to the GTES manual of procedures available on the GTES website: <https://gtes.hrdc.mu/>
- 2.3 Parties also agree that the manual may be amended from time to time and they undertake to ensure compliance with the updated manual.

3.0 FUNDING

- 3.1. Under this Agreement, HRDC shall pay the training costs for unemployed graduate participating in the GTES programme amounting to **<training costs>**, that is, **<cost per graduate>**.
- 3.2. Funding shall be effected by the HRDC to the training provider according to the following payment structure under GTES and subject to submission of relevant invoices and receipts:

Structure of Payment	Payment
1st Payment	50% of total course fees will be disbursed at the mid of the training and placement
2nd Payment/Final Payment	50% of the total course fees will be disbursed after completion of the training and placement inclusive of any final assessments/examinations

4.0 EMPLOYER OBLIGATIONS

- 4.1 The employer shall:
- i. identify the training provider and jointly mount relevant training programme;
 - ii. identify and select graduates for the training and industrial placement component;

- iii. abide by the approved project proposal which includes the joint application form and supporting documents which shall form part of this Agreement; and
- iv. comply with the manual of procedures of GTES Programme.

4.2 The Employer shall, in respect of the unemployed graduate taken on industrial placement –

- i. ensure that his/her placement is effected under supervision and according to the prescribed requirement for placement as per the respective training programme (portfolio, log book, etc...);
- ii. ensure that the relevant tools, equipment and other facilities are made available to him/her;
- iii. ensure that he/she is granted release to attend training as per agreed schedule;
- iv. allow the HRDC to access work premises where the unemployed graduate is placed;
- v. provide a continuous assessment of the progress of the unemployed graduate during his/her training and placement in such manner as initially defined during the design and development of the training programme;
- vi. arrange for an insurance cover for participating graduates during the training and placement;
- vii. not benefit from any other financial contribution from other institutions, for the payment of stipends and training costs in relation to the employment of unemployed graduates;
- viii. not later than 15 days from the date of termination of training or placement of an unemployed graduate, notify in writing the HRDC, of the event and the reasons for such termination;
- ix. make available, on demand by the HRDC, any record, document or information for the purposes of ensuring the implementation of the GTES;
- x. provide a feedback report on the trainees to the HRDC;

- xi. participate in any survey conducted by the HRDC as and where applicable;
- xii. inform the training providers that the HRDC will monitor the progress of the graduate through regular visits to his/her work premises and make appropriate recommendations, if need be, to ensure successful completion of the training and placement;
- xiii. ensure proper monitoring by providing an evaluation report to HRDC on the progress and completion of the training and placement;
- xiv. enlist the full collaboration of the HRDC in all phases of the training and placement; and
- xv. report to HRDC any difficulty encountered regarding the implementation of GTES training programmes.

4.3 The Employer shall, after successful completion of the training and placement employ the graduate in his enterprise.

5.0 OBLIGATIONS OF TRAINING PROVIDER

The Training Provider shall –

- i. mount training programmes based on input of Employer/Industry Association, reflecting employer skills needs and ensure that the programmes are approved/accredited by MQA/TEC;
- ii. ensure that the training programmes are being implemented as per approved structure and schedule;
- iii. be responsible to conduct the assessment during the programme as applicable;
- iv. issue certificate (Award/Non-Award) at the end of the training programme specifying the skills acquired by the graduates;
- v. abide by the conditions under the GTES;

- vi. conduct examinations as well as any assessment during the running of the training programme as applicable;
- vii. have procedures in place for systematically monitoring and evaluating training programmes for continuous improvement;
- viii. have procedures for keeping the training programme relevant to the needs of the workplace; and
- ix. submit regular feedback from unemployed graduates and employers to the HRDC.

6.0 HRDC OBLIGATIONS

HRDC shall:

- i. provide financial support as per approved project proposal;
- ii. pay the monthly stipend allowance of Rs 6,000 to the trainee; and
- iii. provide assistance as per requirements of GTES.

7.0 VISIBILITY OF THE HRDC

- 7.1. The logo of HRDC, the employer/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 employer/training provider on the subject matter of this Agreement.
- 7.3. HRDC banners (to be obtained from HRDC) shall be displayed during events pertaining to the GTES.
- 7.4. A representative of HRDC shall be invited to attend GTES-related 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 employer/training provider clearly understands and acknowledges that should he, 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 employer/training provider clearly understands and acknowledges that failure on his part to comply with this Agreement and failure to fulfill his obligations under this Agreement may lead to termination of this Agreement. In case of termination of this Agreement, the employer/training provider 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 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 of 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 letter, email 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
Email:
rauckloo@hrdc.intnet.mu

For Employer:

<Job title>
<Employer>
<Address>
Tel: <>
Email: <>

**For Training
Provider**

<Job title>
<Employer>
<Address>
Tel: <>
Email: <>

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

- i) delivered, upon delivery;
- ii) sent by email or letter, upon sending/posting; and
- iii) 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:		For and on behalf of employer represented by:	For and on behalf of Training Provider represented by:
Mr. Rajcoomar Auckloo	Mr. L.A Gunness Balnock	<name of officer>	<name of officer>

Director, HRDC	Chairperson, HRDC	<Job title>, <enterprise>	<Job title>, <training provider>
-----------------------	------------------------------	--	---

Date:/...../.....