

## Agreement

between

**The Ministry of Labour and Industrial Relations (MLIR)**

and

.....

**(The Employer)**

for the implementation of

### THE TRAINEE ENGINEER SCHEME (TES)

This Agreement, *bearing contract number ..... for the placement of ..... trainees under this programme as per Appendix A*, is entered into on the ..... day of.....20..... between The Ministry of Labour and Industrial Relations, hereinafter referred to as “MLIR” with address 8<sup>th</sup> Floor, Victoria House, Cnr St Louis and Barracks Streets, Port Louis and represented by-

The Permanent Secretary, MLIR

on the one hand

AND

....., Certificate of Incorporation No. ....  
 ..... having its registered office at.....  
 ....., and its principal place of business at .....  
 ....., represented by .....  
 ....., acting in his capacity as .....  
 ..... (hereinafter referred to as “the Employer”)

On the other hand

## WHEREAS

- (1) The MLIR registers jobseekers, provides them with assistance and guidance on employment prospects and facilitates their placement in gainful employment and is also responsible to implement training schemes as decided by Government.
- (2) In the Budget 2016/2017, Government announced the launching of a special scheme for the placement of 200 Trainee Engineers in public sector bodies in order to enable them to qualify for registration with the Council of Registered Professional Engineers of Mauritius and to operate as full-fledged Engineers. The MLIR is already implementing the placement of Trainee Engineers in Public Sector Bodies scheme for the placement of graduates in engineering.
- (3) In order to provide more opportunities to graduates in the engineering fields, Government has decided to extend the Trainee Engineer Scheme to the Private Sector in various fields of engineering including Civil, Mechanical, Mechatronics, Electrical, Electronic, Chemical, and Aeronautics engineering.
- (4) The scheme will be implemented in collaboration with the Ministry of National Infrastructure.
- (5) To be eligible for enlistment as trainees, candidates should be holders of a degree recognized by the Council of Registered Professional Engineers of Mauritius.
- (6) The final decision to register a trainee shall rest with the Council of Registered Professional Engineers (CRPE), in accordance with the Registered Professional Engineers Council Act.
- (7) The scheme provides for training for a period of two years. During their training, the trainees will be given a stipend of **Rs 26,050** monthly, the cost of which will be borne on a cost-sharing basis, 50% by the employer and 50% by the Government of Mauritius. All

other costs shall be borne by the employer.

- (8) The Employer shall enlist Trainee(s) in one of the engineering fields referred to in paragraph 3 above for a period of two years. The employer shall ensure that the trainee(s) work under the Supervision of a Registered Professional Engineer **who reckons at least four years engineering experience post registration.**
- (9) The employer, after the completion of the two years' practical training of the trainee, may eventually employ the trainee in its establishment as full-fledged Engineer.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS –**

- (10) The Employer shall select such number of trainees, in the engineering fields relevant to its activities, from the list of graduates submitted by the MLIR.
- (11) Every Trainee selected under paragraph (10) shall be paid by the Employer, a monthly allowance of **Rs 26,050/** for a period not exceeding 2 years. 50% of the monthly allowance will be refunded to the employer by the Government of Mauritius. The travelling cost and the insurance cover for the trainee shall be borne by the employer.
- (12) The employer shall submit to the MLIR, the amount to be refunded in respect of each Trainee.
- (13) Any refund made in excess to the employer shall immediately be recouped by MLIR.
- (14) The employer shall provide supervision to the trainee(s) by in-house Registered Professional Engineer(s). The name(s) of the Registered Professional Engineer(s), the Registration Number(s) and the Engineering field(s) shall be communicated to the MLIR and the Ministry of National Infrastructure.
- (15) The employer shall every three months submit progress report on the Trainee(s) to the Ministry of National Infrastructure, with copy to the MLIR.

- (16) The Employer shall, in respect of the trainee(s) taken on placement –
- (a) ensure that the relevant tools, equipment **as well as protective and safety equipment** and other facilities are made available to them;
  - (b) arrange for an insurance cover for them;
  - (c) make available, on demand by the MLIR, any record, document or information for the purposes of ensuring the implementation of the Scheme.
- (17) In case of premature termination of placement, the employer shall notify the MLIR of same, in writing not later than 15 days of the event and the reasons thereof.
- (18) The parties may, by mutual consent in writing, amend the terms of the Agreement.
- (19) A breach of any of the terms of the Agreement by the Employer may result in the termination of the Agreement and the disqualification of the Employer from further participating in the Scheme.
- (20) (a) Any dispute between the parties arising out of or in connection with the interpretation or application of this Agreement shall be settled by negotiation.
- (b) Where no settlement is reached under subparagraph (a), the dispute may be referred to Court for determination.

(21) This Agreement shall –

- (a) be effective on the date of the signature; and
- (b) remain in force for two years, subject to any premature termination of placement as provided in paragraph (17).

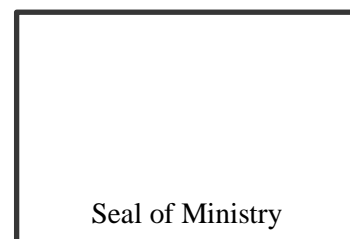
**MADE AND SIGNED BY THE PARTIES ON .....**

**For the Ministry of Labour and Industrial Relations represented by**

**Signature** .....

**Name** .....

**Designation**                      **Permanent Secretary**



**For the Employer:**

**Signature** .....

**Name** .....

**Capacity in which acting** .....

