

Agreement between

The Ministry of Labour, Human Resource Development and Training and

.....

(The Employer) for
the implementation of

THE DUAL TRAINING PROGRAMME (DTP)

This Agreement *bearing contract number* *for the placement of*
trainees under this programme as per Appendix K is entered into on the
..... day of2023, between the Ministry of Labour, Human Resource
Development and Training, hereinafter referred to as “MLHRDT” with address 8th Floor,
Victoria House, Cnr St Louis and Barracks Streets, Port
Louis and represented by –

The Permanent Secretary, MLHRDT

on the one hand

AND

....., Company Business Registration No. having
its registered office at, and its principal place of
business at, registered with the MLHRDT under the Dual
Training Programme (DTP) on, and represented by –
....., acting in his capacity as
..... (hereinafter referred to as “the Employer”),

on the other hand

WHEREAS

- (1)
 - (a) The MLHRDT registers jobseekers, provides them with assistance and guidance on employment prospects and facilitates their placement in gainful employment.
 - (b) Within the National Resilience Fund established under the Finance and Audit (National Resilience Fund) Regulations 2012, a Skills Working Group (SWG) has been established, as a joint public-private initiative, to provide tailor-made and practical solutions to put the unemployed Mauritian to work.
 - (c) The SWG is co-chaired by the MLHRDT and the Business Mauritius (BM) and will work with, and support the efforts of, the Ministry of Finance and Economic Planning and Development, Ministry of Technology, Communication and Innovation, Ministry of Education, Tertiary Education, Science and Technology, Ministry of Social Integration, Social Security and National Solidarity, Ministry of Commerce and Consumer Protection, Mauritius Qualification Authority and the National Computer Board.
- (2) The Dual Training Programme (DTP) with a good mix of practical experience and classroom studies has been set up to address unemployment and skills mismatch in the labour market and will cover both diploma and degree courses with a view to eliminating the so-called skill mismatch and ensuring availability of diploma holders and graduates for immediate employment.
- (3) The DTP shall, subject to paragraph (8)(b), be financed by the HRDC and the objects of the DTP shall be –
 - (a) to help an employer select and sponsor unemployed Mauritian to follow the appropriate Dual Training Programmes (DTPs) which are accredited by an accredited awarding body and will contribute to meeting the needs of the employer;
 - (b) to arrange for the training of unemployed Mauritian selected under subparagraph (a) in duly accredited tertiary institutions and placement in

private enterprises during the diploma or degree course in the fields defined by the employer;

- (c) to ensure that the unemployed Mauritian completing their diploma or degree course are immediately employed; and
- (d) to enhance the skilled manpower of the employer.

(4) The DTP training fees shall be financed by the HRDC.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS –

(5) The Employer –

- (a) Shall have a minimum of one year of operation;
- (b) shall select such number of unemployed Mauritian from the register of unemployed Mauritian, kept and maintained by MLHRDT (<https://mauritiusjobs.govmu.org/>); or
- (c) may take on placement any other unemployed Mauritian, to join the DTP.

(6) (a) Where the unemployed Mauritian is selected under paragraph (5)(b), his name should have been on that register for a period of at least 30 days.

(b) Where the unemployed Mauritian is selected under paragraph (5)(c) and his name is not on the register referred to in paragraph (5)(b), the Employer shall ensure

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- (i) that the unemployed Mauritian has remained unemployed for a period of at least 30 days immediately before the placement; and
- (ii) that the unemployed Mauritian is forthwith registered on <https://mauritiusjobs.govmu.org/>.

(7) The Employer-

- (a) shall select unemployed Mauritian who is not subject to any possible conflict of interest (parental relations or former employees) and
 - (b) has not benefitted any training/placement programme offered by the Government for a period of more than 6 months.
- (8)
- (a) Every unemployed Mauritian selected under paragraphs (5) and (6) shall be paid by the employer, a monthly stipend of not less than Rs 6,000 for a period not exceeding 3 years where the unemployed Mauritian follows a diploma or a degree course.
 - (b) The monthly stipend referred to in paragraph (a) shall be refunded to the Employer by the Human Resource Development Council (HRDC).
- (9)
- The HRDC shall contribute to the payment of a training fee for every unemployed Mauritian selected under paragraph (6) during the period of the diploma or degree course, as the case may be, as follows –
- (a) 60 per cent of the training fee, per annum, per unemployed for a diploma or degree course during a continuous period not exceeding 3 years or such other amount as the MLHRDT may, with the concurrence of the Ministry of Finance and Economic Planning and Development, determine;
 - (b) where an employer makes arrangements for the training under the Levy Grant System to one of his existing employees, the HRDC would refund the employer according to the formula for non-award courses currently in practice at the HRDC.
- (10)
- (a) Every claim by the employer under paragraphs (8)(b) and (9) shall be made to the HRDC in such form and manner as the MLHRDT may determine.
 - (b) On receipt of a claim under subparagraph (a), the HRDC shall, on being satisfied that the claim fulfills the requirements of this Agreement, proceed to effect payment of the claim to the employer.
 - (c) The HRDC shall effect payment of the claim within 15 working days after submission by the employer of the claim duly supported by all relevant documents.

- (11) Where –
- (a) any sum claimed pursuant to paragraph (10) is subsequently found to have been made by error or mistake; or
 - (b) it is found, after due process, that the employer –
 - (i) was not eligible to the contribution; or
 - (ii) has failed to meet any of his obligations under this Agreement,

the HRDC shall immediately recoup the amount so paid and notify the matter in writing to the MLHRDT for any action the Ministry deems appropriate.

- (12) The employer shall, in respect of the unemployed Mauritian taken on placement –
- (a) ensure that they work under supervision in the said enterprise;
 - (b) ensure that the relevant tools, equipment and other facilities are made available to them.
 - (c) ensure that the unemployed Mauritian is released to attend scheduled courses and relevant extra-curricular activities, in which case the unemployed Mauritian shall have given one week's prior notice of the activity to the Employer;
 - (d) grant to the MLHRDT access to the work premises where the unemployed Mauritian is on placement;
 - (e) provide a continuous assessment of the progress of the unemployed Mauritian during his placement to the training institution in such manner as initially defined during the design and development of the course;
 - (f) arrange for an insurance cover for them;

- (g) not benefit from any other financial contributions from other institutions for the payment of stipends and training costs in relation to the recruitment of unemployed Mauritian;
 - (h) not later than 15 days from the date of termination of placement of a unemployed Mauritian, notify in writing the MLHRDT, of the event and the reasons thereof;
 - (i) make available, on demand by the MLHRDT, any record, document or information for the purposes of ensuring the implementation of the DTP;
 - (j) participate in any survey conducted by the MLHRDT;
 - (k) inform the training institutions that the MLHRDT will monitor the progress of the candidate through regular visits and grant access to his work premises without prior notice to officers of MLHRDT.
- (13) The Employer shall, on successful completion of the training programme by the trainee and provided that the trainee fulfills the requirements for the job, recruit the trainee in his enterprise.
- (14) The employer shall report to MLHRDT any difficulty encountered regarding the programme.
- (15) The parties may, by mutual consent, amend the terms of this Agreement.
- (16) Any breach of any of the terms of this Agreement by the employer may result in the termination of this Agreement and the disqualification of the employer from further participating in the DTP and the employer may be subject to legal proceedings as a result of the breach of any terms of this Agreement.
- (17) (a) Any dispute between the parties arising out of or in connection with the interpretation or application of this Agreement or of any supplementary agreement shall be settled by negotiation or other agreed mode of settlement.

(b) Where no settlement is reached under subparagraph (a), the dispute shall be referred to the Permanent Secretary, MLHRDT for consideration and determination.

(18) This Agreement shall –

(a) be effective on the date of the signature; and

(b) remain in force until such time as may be determined by the MLHRDT.

(19) In the present agreement, the masculine includes the feminine and vice versa and the singular includes the plural and vice versa.

MADE AND SIGNED BY THE PARTIES ON

For the Ministry of Labour, Human Resource Development and Training:

Signature

Name

Designation **Permanent Secretary**

For the Employer:

Signature

Name

Capacity in which acting