

Agreement

between

The Ministry of Labour, Human Resource Development and Training

and

.....

(The Employer)

for the implementation of

THE BACK TO WORK PROGRAMME (BTW)

This Agreement, bearing contract numberfor the placement oftrainees under this programme as per Appendix K, is entered into on the day of 20...., 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 Back to Work Programme (BTW) on,

and represented by....., acting in his capacity as

.....(hereinafter referred to as “the Employer”)

on the other hand

WHEREAS

- (1)
 - (a) It has been announced in Government Programme 2015-2019 that the Back to Work (BTW) Programme will be implemented to facilitate women wishing to resume or take up employment.
 - (b) The MLHRDT registers jobseekers, provides them with assistance and guidance on employment prospects and facilitates their placement in gainful employment.
 - (c) 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.
 - (d) 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, 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, Human Resource Development Council, Mauritius Qualifications Authority, Tertiary Education Commission and the National Computer Board.;
- (2) The BTW Programme shall be financed by MLHRDT through the HRDC and shall be implemented by MLHRDT and the objects of the BTW Programme shall be –

- (a) to ensure that the Mauritian women aged 30 and above resume or take up employment in private enterprises or with individual employers;
- (b) to help women gain back their self-confidence and learn to integrate or reintegrate the labour market by undergoing a training programme designed to build or rebuild self-awareness, self-esteem, social responsibility and entrepreneurial skills and to strengthen interpersonal and communication skills; and
- (c) to arrange for the placement and training for unemployed Mauritian women in private enterprises or with individual employers in the economic sectors.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS –

(3) The Employer –

- (a) shall have a minimum of one year of operation;
- (b) shall select for placement such number of Mauritian women aged 30 and above from the register of unemployed Mauritian women, kept and maintained by MLHRDT; or
- (c) may take on placement any other unemployed Mauritian woman aged 30 and above; and
- (d) shall ensure that the selected unemployed woman is not subject to any possible conflict of interest (parental relations or former employees) to join the BTW Programme.
- (e) Where the unemployed Mauritian woman is selected under subparagraph (b), her name should have been on that register for a period of at least 30 days.
- (f) Where the unemployed Mauritian woman is taken on placement under subparagraph (c) and her name is not on the register referred to in subparagraph (b), the Employer shall ensure –

- (i) that the unemployed Mauritian woman has remained unemployed for a period of at least 30 days immediately before the placement; and
 - (ii) that the unemployed Mauritian woman is forthwith registered in the register referred to in subparagraph (b).
- (g) The Mauritian woman selected under subparagraph (b) or (c) shall exclude a woman who has joined the Workfare Programme under the Employment Rights Act or who is in receipt of any social aid under the Social Aid Act or who is benefitting from any other Employment and Training scheme set up by the Government or who is benefitting from the old age pension.
- (h) It is expressly agreed between the parties that the Mauritian woman enlisted under the BTW Programme holds the status of a trainee and is not working as a worker under a contract of employment as defined in the Employment Rights Act. The parties are not bound by the standard rights and obligations that usually govern a worker and an employer under a contract of employment.
- (4) (a) The MLHRDT shall, through the Human Resource Development Council (HRDC) set up under the Human Resource Development Act –
- (i) subject to subparagraph (b), contribute to the monthly stipend, subject to a maximum of Rs 10,575 in respect of every Mauritian woman selected under paragraph (3) during a maximum period of two years. (Part time placement would also be considered with the stipend calculated on a pro-rata basis
 - (ii) where applicable, contribute to training fees for Mauritius Qualifications Authority (MQA) approved courses payable to the Training Institution or the Employer providing the training, subject to a maximum of Rs 7,500 per Mauritian woman, as the case may be.
- (b) The Employer may keep the Mauritian woman, with her consent, in employment for a period of at least 12 months immediately following the period referred to in subparagraph (a)(i).
- (5) (a) On payment of the stipend to the Mauritian woman, the Employer shall make a claim, in such form as per Appendices E and F and in such manner as may be determined by the MLHRDT, to the HRDC in respect of the contributions referred to in paragraph (4)(a)(i).

- (b) On receipt of a claim under subparagraph (a), the HRDC shall, on being satisfied that the claim fulfils the requirements of the Agreement, within 15 working days of the date of the claim, proceed to effect payment of the contributions to the Employer.
 - (c) Upon completion of the training, the Training Institution or the Employer providing the training shall make a claim, in the appropriate form as per Appendix G and in such manner as may be determined by the MLHRDT, to the HRDC in respect of the contributions referred to in paragraph (4)(a)(ii).
 - (d) On receipt of a claim under subparagraph (c), the HRDC shall, on being satisfied that the claim fulfils the requirements of the Agreement, within 15 working days of the date of the claim, proceed to effect payment of the contribution to the Employer or Training Institution.
- (6) Where –
- (a) any contribution made pursuant to paragraph (5)(b) 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 reimbursement; 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 MLHRDT deems appropriate.

- (7) The Employer shall, in respect of the Mauritian women selected under the BTW Programme –
- (a) ensure that they work under supervision;
 - (b) ensure that the relevant tools and equipment are made available to them;
 - (c) arrange for an appropriate insurance cover for them;
 - (d) not later than 15 working days from the date of termination of the placement of the trainee, notify in writing the MLHRDT of the event and the reasons thereof;

- (e) make available, on demand by the MLHRDT, any record, document or information for the purposes of ensuring the implementation of the BTW Programme;
 - (f) participate in any survey conducted by the MLHRDT;
 - (g) grant access by the employer to his work premises without prior notice to the officer of MLHRDT;
 - (h) arrange to provide training course ONLY after submission of the information on course details at Appendix D and duly approved by the MLHRDT;
 - (i) inform the training institution that MLHRDT will visit the trainees without prior notice;
 - (j) pay the full training fees and submit the claim to HRDC for refund in accordance with paragraph 5(c);
 - (k) inform the trainees of the conditions of their placement under the BTW Programme; and
 - (l) report to MLHRDT any difficulty encountered regarding the programme.
- (8) Any 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 participation in the BTW Programme and he may be subject to legal proceedings.
- (9) The parties may, by mutual consent, amend the terms of the Agreement.
- (10) (a) Any dispute between the parties concerning 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.
- (11) This Agreement shall –
- (a) be effective on the date of the signature; and
 - (b) remain in force until such time as the MLHRDT may determine.

(12) 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