

Agreement

between

The Ministry of Labour, Human Resource Development and Training

and

..... (The
Employer)

for the implementation of

THE YOUTH EMPLOYMENT PROGRAMME (YEP)

This Agreement, bearing contract number, for 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 Youth

Employment Programme (YEP) 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 youth to work.
 - (c) The SWG is co-chaired by the MLHRDT and Business Mauritius 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 Qualifications Authority and National Computer Board
- (2) A Youth Employment Programme (YEP) has been set up as part of an Action Plan to address youth unemployment.
- (3) The YEP shall be financed by MLHRDT through the HRDC and shall be implemented by MLHRDT and the objects of the YEP shall be –
 - (a) to ensure that the unemployed Mauritian youth between the age of 16 and 35 inclusive find employment within the least possible delay when they enter the labour market through job placement and training with a view to facilitating the transition of youth from education to employment, and to provide them with the core skills required by different sectors of the economy;
 - (b) to arrange for the placement and training in the economic sectors listed in Appendix A for unemployed Mauritian youth in private enterprises for a period of up to one year with the possibility of placement and training in another enterprise for a further period of up to one year, during which or after which, the youth finds employment; and
 - (c) to build up appropriate skilled manpower for the Employer.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS –

- (4) Any memorandum of understanding or agreement made between the NRF Management Committee set up under the Finance and Audit (National Resilience Fund) Regulations 2012 (hereinafter referred to as the NRF Committee) and an Employer before the date of the signature of this Agreement shall be deemed to have been made by MLHRDT and that Employer under the terms and conditions of this Agreement.
- (5) (a) The Employer –
- (i) shall have a minimum of one year of operation
 - (ii) shall select such number of unemployed Mauritian youth holding HSC (with a minimum of pass in 2 “A” levels) and above qualifications from the register of unemployed Mauritian youth, kept and maintained by MLHRDT; or
 - (iii) may take on placement any other unemployed Mauritian youth, between the age of 16 and 35 inclusive, holding HSC (with a minimum of pass in 2 “A” levels) and above qualifications, to join the YEP. (The agreement must be submitted at least one month before the youth gets 36 in order to allow sufficient time to process the application).
 - (iv) shall ensure that the selected unemployed is not subject to any possible conflict of interest (parental relations or former employees).
- (b) Where the Mauritian youth is selected under subparagraph (a)(ii), his name should have been on that register for a period of at least 30 days.
- (c) Where the Mauritian youth is selected under subparagraph (a)(iii) and his name is not on the register referred to in subparagraph (a)(ii), the Employer shall ensure –
- (i) that the Mauritian youth has remained unemployed for a period of at least 30 days immediately before the placement; and
 - (ii) that the Mauritian youth is forthwith registered in the register referred to in subparagraph (a)(ii).
- (6) It is expressly agreed between the parties that the Mauritian youth enlisted under the

YEP holds the status of a trainee and is not working as a worker under a contract of employment as defined in the Workers' 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.

- (7) The MLHRDT shall, through the HRDC, contribute to the payment of stipend, or training fees, payable by the Employer, for the Mauritian youth selected under paragraph (5) during a maximum continuous period of one year as follows –
 - (a) 50 per cent of the monthly stipend, subject to –
 - (i) a sum of Rs 4,000 for holders of HSC (those with a minimum of pass in 2 “A” levels will also be considered)
 - (ii) a sum Rs 5,000 for Diploma
 - (iii) a sum Rs 7,500 for Degree Holders
 - (b) where applicable, contributions of 50 per cent of training fees for Mauritius Qualifications Authority approved courses, subject to a maximum of Rs 7,500 per Mauritian youth.
- (8) Any sum of money made available to the Employer by the NRF Committee through the HRDC, before the date of the signature of this Agreement shall be deemed to have been made by the MLHRDT, through the HRDC, under this Agreement.
- (9) Where 10 or more persons have been taken on placement by the Employer, the Employer shall, with the consent of these persons –
 - (a) keep them on placement for a period of at least 12 months; and
 - (b) thereafter, offer employment to not less than 50 per cent of the trainees. (The number of persons referred to in (9) above shall be computed on the basis of those who have completed their year of placement).
- (10)
 - (a) Every claim by the Employer for contributions in respect of stipend shall be made to the HRDC in the form as per Appendices E and F and in such manner as the MLHRDT may determine.
 - (b) Every claim by the Employer for refund of training fees, where applicable, shall be made to the HRDC in the appropriate form as per Appendix G and in such manner as the MLHRDT may determine.

- (c) On receipt of a claim under subparagraph (a) or (b), the HRDC shall, on being satisfied that the claim fulfils the requirements of the Agreement, proceed to effect payment in respect of stipend or training fees, as the case may be, to the Employer.
- (11) The HRDC shall effect payment of the contributions within 15 days of the date of the claim by the Employer, duly supported by all relevant documents.
- (12) Where any payment made pursuant to paragraph (11) is subsequently found to have been made by error or mistake or it is found that the Employer was not eligible to the contributions, the HRDC shall immediately –
 - (a) recoup the amount so paid; and
 - (b) notify in writing the matter to the MLHRDT for any action that MLHRDT deems appropriate.
- (13) The Employer shall, in respect of the persons taken on placement –
 - (a) ensure that they work under supervision;
 - a. for degree holders, the ratio of youth to supervisor must not exceed 5 to 1
 - b. for non-degree holders, the ratio can go up to 10 to 1
 - (b) ensure that the relevant tools and equipment are made available to them;
 - (c) grant access to the work premises where the Mauritian youth is on placement;
 - (d) arrange to provide training courses ONLY after submission of the information on course details at Appendix D, duly approved by the MLHRDT;
 - (e) inform the training institutions that the MLHRDT –
 - (i) will monitor the progress of the youth through regular visits to his work premises;
 - (ii) will visit the premises of the Employer without prior notice to the Employer and the youth; and
 - (iii) will be granted access by the Employer to the work premises.

- (f) pay the full training fees and submit the claim to HRDC for refund in accordance with paragraph (10)(b);
 - (g) arrange for an insurance cover for the Mauritian youth;
 - (h) not later than 15 days from the date of termination of placement of the Mauritian youth, notify in writing the MLHRDT, of the event and the reasons thereof;
 - (i) submit at the end of every period of six months of placement/training and during the first year following initial placement/training where applicable, a progress report to the MLHRDT
 - (j) make available, on demand by the MLHRDT, any record, document or information including the list of documents at Appendix B for the purposes of ensuring the implementation of the YEP;
 - (k) inform the Mauritian youth of the conditions of their placement under YEP and contents of the letter of offer of traineeship;
 - (l) submit a monthly proof of payment of stipend to recruited trainees as per Appendix C;
 - (m) not benefit from any other financial contributions from other institutions/schemes for the payment of stipends and training fees of the Mauritian youth;
 - (n) provide correct and accurate information to the MLHRDT;
 - (o) participate in any survey conducted by the MLHRDT;
 - (p) report to MLHRDT any difficulties encountered regarding the programme.
 - (q) notify the MLHRDT 15 days before completion of traineeship whether youth is being offered permanent employment and if not the reasons thereof, and
 - (r) inform the MLHRDT of any changes in their contact details (phone/email, address, contact person)
- (14) The parties may, by mutual consent, amend the terms of the Agreement.
- (15) 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

participating in the YEP and the Employer may be subject to legal proceedings as a result of the breach of any terms of the Agreement.

- (16) (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.
- (17) 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.
- (18) In the present agreement, the masculine included 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