

CONTRACT

On

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| --- |
| **INTERNSHIP AND APPRENTICESHIP** |

**B*etween***

The Workforce Development Authority

And

……………………………………………………

*Kigali, 2019*

This Contract is made this………….day of……... 2019 between:

The **Workforce Development Authority (WDA)**, hereafter referred to as “**Financing Entity’’** represented by the Director General, on one hand,

**AND**

The **……………………………** hereafter referred to as “**Training Provider**’’ represented by the **…………………………………** on the other hand.

1. **BACKGROUND AND BASIS FOR THE CONTRACT**

The Government of Rwanda through Workforce Development Authority (WDA) received a credit from World Bank for the implementation of the skills development through a Priority Skills for Growth (PSG) Program.

The major components of PSG include **Skill**s **Development Fund II (SDF II)** whose objective is to minimize skills gaps experienced by private business operators by rapidly increasing the supply of skills in high demand in the labour market and to ease the entry of new entrants to the labour market by providing them with labour market-relevant skills.

SDF focus on selected economic Priority sectors which include:

* Energy,
* Transport and logistics,
* and Manufacturing (with a focus on ‘Made in Rwanda’ products).

SDF project will support short-term training including,

* employer-led short-term vocational training responding to specific skills requirements (Rapid Response Training), this has been defined as WINDOW 1
* provision of labour market relevant skills for out-of-school youth, recognition of skills acquired through informal and non-formal training, and upgrading of the skills of owners and employees of micro enterprises, this has been defined as WINDOW 2 and
* Apprenticeships and internships for TVET students and graduates. This has been defined as WINDOW 3

1. **OBJECTIVES OF THE CONTACT**

**II.1. Main Objective**

The overall objective of the contract is to provide training for Rwandan youth so as to equip them with labour market-relevant skills.

**II.2. Specific Objectives**

* Training in technical competences in selected training program
* Equipping beneficiaries with entrepreneurship skills
* Exposing beneficiaries to the labor market

1. **CONTRACT DOCUMENTS**

The following documents shall constitute the Contract between the Financing Entity and the Training Provider, and each shall be read and construed as an integral part of the Contract:

1. This Contract;
2. Negotiation minutes;
3. Detailed proposal submitted by the Training Provider;
4. Expression of interest document.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

1. **OBLIGATIONS**

Each of the parties is assigned with his own responsibilities

**3.1. RESPONSIBILITIES OF WDA**

WDA commits to perform the following:

* Facilitate the organization of SDF trainings and practices activities,
* Monitor and Evaluate frequently the progress of training;
* Facilitate in the process of procurement procedures;
* Ensure the quality and setting standards of training activities;
* Facilitate all training related fees as identified in the training budget such as consumables, operating cost, trainer’s remuneration, trainees facilitation fees, trainees insurance and other related training cost;
* Facilitate in certification of the graduated beneficiaries; and
* Facilitate in conducting the impact assessment after the training.

**3.1. RESPONSIBILITIES OF TRAINING PROVIDER**

The training provider commits to perform the following:

* Recruit the beneficiaries with help of local government;
* Conduct properly the training SDF beneficiaries;
* Provide enough rooms and workshops to host the beneficiaries during the training for four(4) months;
* Facilitate training Hygienic Facilities;
* Recruit and contract with temporary, competent and experienced trainers to facilitate such training if any;
* Deliver the training for the accepted beneficiaries in agreed period in the hereafter training Program:

|  |  |
| --- | --- |
| **Name of Training Program** | **Number of beneficiaries** |
| 1……………………………………………… | ………………….. |
| 2……………………………………………… | ………………….. |
| 3……………………………………………… | ………………….. |
|  |  |

* Provide a full package of training content as agreed in *article VI*
* Maintain the database and fast track the project impact of the trained beneficiaries ;
* Facilitate in the activity of the impact assessment after the training through provision of required data.

1. **.Partnership**

The training provider upon approval of WDA may partner with another institution for sake of the quality of the training. The training provider may change the partner mentioned in this clause after confirmation of WDA.

However, the Training Provider shall be liable for the acts or defaults of any Partner, his/her agents or employees, as if they were the acts or defaults of the Training Provider.

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| --- | --- | --- |
| **No** | **Partner institution** | **Obligations** |
| 1 | …………………. | ……………………………………………………………….. |
| 2 | …………………. | ……………………………………………………………….. |

1. **TRAINING CONTENT**

The training provider will train in ………………………..................................;

The following will be the content of the courses to be covered in four (4) months:

|  |  |
| --- | --- |
| **No** | **Content** |
| 1 | ………………………………………………………………………….. |
| 2 | ………………………………………………………………………….. |
| 3 | ………………………………………………………………………….. |
| 4 | ………………………………………………………………………….. |
| 5 | Entrepreneurship |

1. **REPORTING PROCEDURES**

The training provider commits to prepare and submit to WDA head office a commencement report after signing the contract including monthly narrative and financial reports not later than the 5th of the following month and completion reports not later than one month after training completion, however the training provider may provide other reports as may be required. The report will be done in English language and in a template provided by WDA.

1. **.PAYMENT MODALITIES**

WDA commits to pay the agreed amount of ……………………………………… …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...(**………………………….Frw**) in two installments as mentioned below:

* 60% equivalent to **…………………………………………………………………………** (**……………….… Frw)** as an advance payment after signing of contract.
* 40% Equivalent to **………………………………………………………………………….** (**…………………. Frw)** after submission of final reports including narrative and financial reports.

In case there have been some drop outs with reference to the contracted number of beneficiaries, the amount equivalent to the number of drop outs will be deducted from the last installment.

**Budget for training**

|  |  |  |
| --- | --- | --- |
| **S/N** | **Budget Lines** | **Cost (RWF)** |
| 1 | Consumables | …………… |
| 2 | Trainees Facilitation Fees (***If any***) | ……………… |
| 3 | Trainers Allowances | …………….. |
| 4 | Graduation Fees | …………….. |
| 5 | Stationeries | …………….. |
| 6 | Certificates | …………………….. |
| 7 | Insurance Cost for trainees | ………………… |
| 8 | **Sub-Total** | **……………………..** |
| 9 | Other Related Training Cost (*Communication fees, Mission Allowances, Public Awareness, Cleaning & Security*) | …………………….. |
| 10 | **Total** | **…………….** |
| 11 | **Cost/Trainee** | **…………………….** |
| 12 | **Number of Beneficiaries** | **…………………..** |
| 13 | **Total training Budget**  *(This will be calculated by multiplying the cost/trainee and number of beneficiaries)* | **……………………** |

All payments shall be made on the Training Provider’s **bank account:**

Account n°: ……………………………………………..

Bank Name: …………………………………………….

Account name: ………………………………………….

1. **DURATION OF THE CONTRACT**

The contract will last for five (5) Months including four (4) Months intense training and one (1) Month for final reports effectively from the day of contract signing.

1. **TERMINATION OF THE CONTRACT**

The Financing Entity may terminate a grant agreement for cause, with or without preliminary suspension, when it is determined that the grantee has:

* materially breached or failed to perform one or more provision of the agreement in a manner significantly affecting the achievement of its goals and objectives;
* fraudulently misrepresented material facts during the application or project development process, or
* Use funds for purposes other than those stipulated in the grant agreement with SDF's consent;
* Conflict of interest among direct SDF employee, Grant Committee member and WDA employee.

Final decision on termination will be taken by the Director General of WDA and the grantee will be informed in writing within ten (10) working days. The termination notice represents the WDA final decision that will not be subjected to further administrative appeal.

1. **.GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Republic of Rwanda.

1. **.DISPUTES RESOLUTION**

An**y** disputes that may arise from this contract, which may not be settled amicably between parties, will be referred to the competent courts of the Republic of Rwanda.

1. **ENTRY INTO FORCE**

This Contract shall enter into force upon signature by the parties.

Done at Kigali, on …..Day of …………, 2019

|  |  |  |
| --- | --- | --- |
| For and on behalf of WDA  …………………………  Eng. GATABAZI Pascal  Director General |  | For and on behalf of ………………………. |