

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Construction Association of Bhutan (CAB)

AND

TECHNICAL TRAINERS TRAINING AND RESOURCE CENTRE(TTTRC)-JWPTI
AS REPRESENTED BY TRAINING DIRECTOR, JWPTI, DEKILING

1. PARTIES

This Memorandum of Understanding (hereafter referred to as "MoU") is made and entered into by and between the CAB mail address....
cab.org.bt@gmail.com Contact No. 17504816 (Hereinafter referred to as ("PC") and TTTRC.

2. PURPOSE AND SCOPE

The Purpose of this MoU is to provide framework of duties, responsibilities, and obligations of Institute, Partnering Companies and Trainees for compliance and regulating for effective implementation OJT training.

3. This MoU is also intended to:

- Encourage and reinforce cooperation between the CAB and Technical Trainers Training and Resource Centre, Gelephu, Sarpang.
- Identify the roles and responsibilities of both parties with regard to OJT and Dual Training Program in relevant trades of the institute.

4. RESPONSIBILITIES OF PARTNERING COMPANY

The M/s CAB agrees to:

1. Provide facilities and resources during the in-company training.
2. Conduct orientation and Induction programs to the trainees.

3. Provide on-site accommodation and other services to the trainees during the in-company training as per the company's norms.
4. Appoint Skilled Supervisor during the in-company training.
5. Ensure that the Skilled Supervisor have undergone Training of Skilled Supervisor (TSS) for Dual Training Program (DTP) or has relevant skills.
6. Conduct training as per the approved training plan.
7. Countersigned trainee's daily activity logbook by supervisor
8. Monitor the progress of trainees during the in-company training
9. Provide personal and professional guidance and supervision to trainees during the in-company training.
10. Report to the Institute on any issues related to the trainees on time.
11. Maintain proper record of attendance and achievement of competency of trainees.
12. Liaise with the Institute for effective training delivery.
13. Develop a training plan in consultation with the partnering Institute.
14. Insure trainees for workplace related accidents during training.
15. Nominate Skills Supervisors to be trained by TTTRC.

5. RESPONSIBILITIES OF INSTITUTE, TTTRC-JWPTI, DEKILING


The Institute Shall:

- 1) Conduct briefing and orientation program to trainees before the in-company training.
- 2) Develop a training plan in consultation with the partnering companies.
- 3) Conduct theoretical and basic skills training as per the training plan.
- 4) Develop weekly/monthly training plan for Institute training with specific course content for theory and practical training.
- 5) Develop competency checklist tools by the Institute to monitor and evaluate trainees.
- 6) Monitor the progress of trainees as pre the training plan.
- 7) Provide Log-Book for recording the achievements of the trainees during the in-company and Institute training.
- 8) Provide Technical reference books to the trainees to support the teaching and learning theoretical knowledge.
- 9) Disburse monthly stipend during institute training and travel expenses as per existing financial rules and regulation for in-company training.
- 10) Ensure training is implemented as per training plan
- 11) Impart basic occupation related skills and theoretical knowledge to the Trainees during Institute training.
- 12) Impart soft skills training to trainees during institute training
- 13) Liaise with the partnering companies for effective training delivery.
- 14) Facilitate onsite theory delivery during monitoring visit.
- 15) Facilitate continuous assessment during in-company training.
- 16) Conduct continuous assessment during Institute training
- 17) Provide support services to the Skilled Supervisors.

- 18) Solve discrepancies and grievances of the trainees in consultation with the partnering company (if any).
- 19) Facilitate National Assessment and Certification of trainees.
- 20) Maintain proper handing and taking over of the trainees to the partnering company.
- 21) Issue basic hand tools, PPE's, and training uniforms to the trainee.
- 22) Maintain trainee's information aligned to TVET database requirement.
- 23) Maintain record of trainees and produce as and when required by external agencies.


6. GENERAL PROVISIONS

- a. **Amendments:** Either party may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.
- b. **Applicable Law:** The construction, interpretation and enforcement of this MoU shall be governed by the laws of the country.
- c. **Entirety of agreement:** This MoU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representation and agreements, whether written or oral.
- d. **Severability:** Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- e. **Sovereign Immunity:** The parties do not waive their sovereign immunity by entering into this MoU and each fully retains all immunities and defences provided by law with respect to any action based on or occurring as a result of this MoU.
- f. **Termination:** This MoU may be terminated by either agency by providing written notice and explanation to the agency at least 30 calendar days in advance of the effective date of termination. The termination of this MoU shall not affect the validity or duration of activities or agreement under this MoU which are initiated prior to each termination.
- g. **Validity period:** This MoU shall remain in effect until its termination by either party as described in Section 6 (f).
- h. **Partnering Company and TTTRC, Dekiling** agree that it is in the best interest of all concerned to enter into this MoU.



7. EFFECTIVE DATE AND SIGNATURE

This MoU shall be effective upon the signature of parties

[Handwritten Signature]
23rd October, 2023
Date:

President
Construction Association of Bhutan

23rd Oct 2023
Date:
