

SKILLS DEVELOPMENT TRUST FUND

Office of the National Secretariat
2nd Floor, Datec Building, Waigani
P.O. Box 809 Waigani, NCD
Tel: 323-4330
Fax: 323-4342
E-mail: sdtf@datec.net.pg



**FORM 3
Training Contract**

This agreement is entered into between the **Skills Development Trust Fund (hereinafter referred to as the SDTF)**, and _____, hereinafter referred to as the **Training Provider**.

Whereas:

- (a) The **Training Provider** has prepared a quality short-course described in Annex I to provide skills training in technical and/or entrepreneurial subjects and has sought co-financing assistance from the SDTF to implement this training course;
- (b) The **Training Provider** will conduct a training course whose implementation is capable of improving the living conditions of individuals including particularly unemployed and underemployed persons by enhancing income earning and employment (including self-employment opportunities for the trainees);

1. Subject of the Agreement

Assistance to be provided by the SDTF for the implementation of the **Training Course** entitled:

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This course will serve the objective of enhancing income earning opportunities as well as employment and/or self-employment opportunities for the **Trainees** of the **Training Course**.

2. Duties of the SDTF

- a) Under the terms of this Agreement the SDTF will fund a maximum amount of _____ PGK for the above mentioned **Training Course**. The co-financing will take place in accordance with the Budget (Annex 1), which is considered to be part and parcel of this **Training Contract**.
- b) The **Training Provider** may utilize funds foreseen for a certain budgetary item to cover the costs of another item if such action is approved by the SDTF. This request must be made in writing to the SDTF.

3. Payments

- a) A first installment of _____ PGK (**50** % of the total cost of the **Training Contract**) may be made available immediately after the signing of this Training Contract.
- b) A second installment of _____ PGK (**50** % of the total cost of the **Training Contract**) may be made available as soon as 75% of the first installment is justified by submitting the original relevant receipts, as well as the list of **Trainees**.
- c) The remaining amount will be paid only after the successful completion of the project within the established period of time and once the final reports

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- (activity report and financial report) as well as the submitted receipts have been approved by SDTF. Each subsequent tranche will be distributed only after the SDTF receives the necessary accounting documents (such as order notes, invoices, contracts etc.) vouching that the amounts already disbursed have indeed been used for the needs of implementing the Training Course.
- d) The **Training Provider** shall sign the respective receipt for the amount received. The statements justifying the expenses shall be original receipts or other duly stamped documents that are officially acknowledged within accounting standards.
- e) The SDTF reserves the right to discontinue any payment to the **Training Provider** in case one or more of the activities determined in Annex 1 and agreed upon in this **Training Contract** are not fulfilled.

4. Duties of the Training Provider

- a) The **Training Provider** shall implement the **Training Course** in accordance with the respective project document (Annex 1). In case major alterations of the original plan (Annex 1) become necessary, the **Training Provider** shall consult the SDTF prior to the implementation of such alterations.
- b) The **Training Provider** shall ensure that an in-kind contribution of no less than the agreed PGK _____ (_____ % of the total cost of the **Training Contract**) is made.

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- c) The **Training Provider** shall ensure that the **Trainees** contribute a cash fee amounting to no less than the agreed PGK _____ (_____ % of the total cost of the **Training Contract**).

5. Reports

- a) The **Activity Reports** shall describe, step by step, the activities undertaken, the difficulties faced and the progress achieved. Specifically, the reports shall include the following information:
- training course name
 - name of the training provider
 - address of training provider
 - reporting period (first /second etc.)
 - number of trainees according to plan
 - activities realized according to plan
 - current financial situation
 - difficulties in the implementation
- b) To the **Financial Reports** shall be attached all justifying statements (original receipts without deletions), duly numbered and organized per item, as well as a general summary of the sum total for each item. The financial reports shall include the following information:
- amount received
 - amount justified
 - total expenses for each item
 - current balance

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- c) The **Training Provider** shall keep a consistent accounting system, following accepted accounting standards, and shall elaborate activity reports on the general activities and the financial expenses incurred by the project.
- d) The **Training Provider** shall submit the final report and the financial statement for the activities financed by the SDTF at the end for the training course within a period of 1 week following the completion of the training course.
- e) The **Training Provider** shall be responsible for all expenses not covered by the SDTF.
- f) Any remainder (in cash or in kind) resulting from the implementation of the project shall be utilized after consultation with the SDTF and only for purposes considered to serve the objectives of this Training Contract.

6. Monitoring

- a) Project monitoring shall be carried out twice, by means of visits by SDTF officers, to evaluate the degree of execution of project activities with regard to Annex 1 of this Project Agreement.
- b) The **Training Provider** shall make available, whenever required, the profiles of the trainees and all relevant information (financial and otherwise) for the monitoring and evaluation of project activities.

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7. Penalties

- a) The lack of documentation justifying the expenses financed by SDTF under the terms of paragraph 3 of this Agreement during a period of more than three weeks following receipt of the final payment of the funds constitutes non-fulfillment of the **Training Contract**. The SDTF reserves the right to demand immediate reimbursement of the funds granted and to cancel all further project activities.
- (b) Subject to the provisions in the **Training Contract**, the SDTF may suspend or terminate the right of the **Training Provider** to withdraw the undisbursed portion of the financial assistance, if the training provider shall fail to comply with any agreements incumbent upon it by virtue of the present Agreement.
- (c) The SDTF will hold the **Training Provider** liable in the event of fraudulent activities pertaining to any deliberate deception practiced in order to secure unfair or unlawful gain. This includes all matters including inter alia, forged, false and counterfeit receipts submitted as part of the SDTF acquittal process. The **Training Provider** agrees to forfeit all claims from the SDTF in the event of fraud on the part of the training provider. Any legal action and ensuing costs in relation to fraudulent activities on the part of the **Training Provider** will be paid by the training provider.

8. Miscellaneous Provisions

All notifications or requests that are required to be or that may be made by or to either of the parties by virtue of the present Agreement shall be made

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in writing. Such notification or request shall be deemed to have been made when delivered into the hands of or by letter to the party to which it is to be made.

The present agreement is executed in Port Moresby on _____

Name/Designation

Name/Designation

On behalf of Training Provider

On behalf of SDTF