Guidebook:

IMPLEMENTATION OF PUBLIC-PRIVATE PARTNERSHIPS IN TVET

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And
Bangladesh Skills for Employment and Productivity (B-SEP) Project,
International Labour Organization (ILO)

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Foreword

We are deeply honoured to publish this Guidebook on Public-Private Partnerships (PPP) in Technical and Vocational Education and Training (TVET) in Bangladesh. This guidebook has been developed jointly by the Directorate of Technical Education (DTE), under the Technical and Madrasah Education Division (TMED) of the Ministry of Education, Government of Bangladesh (GoB), and the Bangladesh Skills for Employment and Productivity (B-SEP) project of the International Labour Organization (ILO).

For a number of years, the GoB and the ILO have been closely collaborating to improve the TVET system in Bangladesh. Promoting quality TVET requires the implementation of key national policies and programmes, the establishment of suitable standards in delivering effective training, and the development of a performance-based skills system. PPP constitutes one of the most important steps towards providing quality skills training to millions of young Bangladeshi men and women.

The partnership has also made significant progress in moving towards a modern, demand-driven, flexible and inclusive skills system. With the increased involvement of the private sector, the delivery of quality skills training in the public TVET institutes has been greatly improved and strengthened. The ILO B-SEP project -, through active engagement with and support from the DTE and TMED - has initiated PPPs in five TVET institutes: the Graphic Arts Institute in Dhaka as well as four Technical Schools and Colleges in Barishal, Narayanganj, Panchagarh, and Rangpur. A 2017 performance review of the five PPP initiatives found that both the TVET institutes and their industry partners benefitted immensely from the scheme.

The positive findings of the 2017 performance review were discussed at a knowledge-sharing workshop in August 2017 at Technical Teachers' Training College (TTTC), Tejgaon, Dhaka. Participants of the workshop—which included senior management and chief instructors of the five institutes—expressed positive and encouraging views on the PPP implementation and recommended that a guidebook on PPP be prepared to a) benefit the institute, and b) industry partners, particularly new institutes intending to replicate similar partnerships. That is the collective thinking and background behind this practical, capacity building resource on PPP.

We sincerely hope that this guidebook—developed through the collaborative efforts of multiple stakeholders—will help contribute towards an effective, demand-driven and performance-oriented TVET system in Bangladesh.

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Executive Summary

A Public-Private Partnership (PPP) is a collaborative arrangement between two or more public and private sector entities, who intend to work towards achieving economic progress and addressing social needs through their shared resources, experience, and expertise. This guidebook attempts to cover the critical aspects of PPP in the Technical and Vocational Education and Training (TVET) system in Bangladesh. The document is intended for the use of principals, managers, and other staff of the TVET institutes (public) as well as for the industry (private) partners of future PPPs.

Bangladesh needs to expand TVET for a number of reasons. The country enjoys a strong advantage of a young, working-age population, commonly known as the demographic dividend. Given the composition of this population, the expansion of TVET is an important means of creating gainful employment opportunities for millions of these youngsters, including the growing number of educated youths, in the country. On the demand side, the skilled and semi-skilled workforce can support the rapid expansion of economic sectors and sub-sectors as well as raise the productivity of workers.

There are presently two types of TVET on offer in the country: formal and non-formal training. Young people in general, and less skilled or un-skilled youths in particular, are the main target audience for this training system. A major reform of the TVET system, alongside the adoption of the National Skills Development Policy (2011), have been two key policy level changes in the area of skills development in the country. The GoB has identified the current skills 'mismatch' as one of the major drawbacks in the labour market and has pledged to build a robust, demand-driven skills training system; one which takes the skills requirements of local industry and the service sectors (by domestic and overseas employment) into account.

PPP is recognized in the NSDP document, through Section 8, titled Strengthened Role for Industry Sectors in Skills Development as one of the effective means of improving the quality of training. The PPP initiatives are expected to strengthen Industry-Institute linkages and progressively move towards a performance-based budgeting where supplementary investment in skills, by the private sector, will be available. In the ILO's B-SEP pilot phase, five public TVET institutes were supported to build capacities towards, and create mechanisms for, an introduction and expansion of performance-based financing in TVET.

A review of these five pilot initiatives has identified some challenges and captured critical lessons. For one, it highlighted the importance of linking PPP-related training with regular training at an institute. The successful implementation of PPPs requires a long-term, sustainable arrangement of funds - not on an ad hoc or unpredictable basis. It suggests that the institute partners require more flexibility on the PPP-related operational activities to ensure effective decision-making. These institutes usually find it difficult to provide and maintain employment services due to a lack of adequate staff capacity. It was further pointed out that industry partners place greater emphasis on production work and less on teaching and/or upgradation of skills of course instructors. Moreover, there was no proper inventory mechanism in place to keep a record of depreciation costs of the equipment being used by partners. Finally, the pilot study also found that the PPP partners did not conduct formal Project Management Committee (PMC) meetings - as per the provision of the MoU - but preferred to resolve issues through informal, off-the-record conversations..

All these critical aspects of PPPs have been highlighted in this guidebook. The guidebook is organized into seven chapters: chapter one provides the background and rationale for PPP; the national policy on PPP, and the cost and benefits of such initiatives in the context of TVET in Bangladesh. This is followed by an illustration of the purpose of this guidebook in chapter two. Chapter three outlines the pre-implementation steps; chapter four deals with the main implementation steps; chapter 5 analyses monitoring, reporting, and follow-up. Chapter six provides at-a-glance implementation steps; and chapter seven provides a step-by-step checklist of all the stages of PPP. There are also two appendices: appendix one describes a cost-benefit analysis of the five pilot PPPs and appendix two is a sample MoU for any institute seeking to implement a PPP.

Acronyms and Abbreviations

ADB	Asian Development Bank
BBS	Bangladesh Bureau of Statistics
BMET	Bureau of Manpower, Employment and Training
B-SEP	Bangladesh Skills for Employment and Productivity project
BTEB	Bangladesh Technical Education Board
CBTA	Competency Based Training and Assessment
DTE	Directorate of Technical Education
FGD	Focus Group Discussion
GoB	Government of Bangladesh
ILO	International Labour Organization
LFS	Labour Force Survey
MCP	Master Craftsperson
MoU	Memorandum of Understanding
NGO	Non-Governmental Organization
NSDA	National Skills Development Authority
NSDC	National Skills Development Council
NSDP	National Skills Development Policy (2011)
NTVQF	National Technical and Vocational Qualifications Framework
PIC	Project Implementation Committee
PMC	Project Management Committee
PPP	Public-Private Partnership
TMED	Technical and Madrasah Education Division
TSC	Technical School and College
TTC	Technical Training Centre
TTTC	Technical Teachers' Training College
TVET	Technical and Vocational Education and Training

Chapter 1

Introduction

1.1 Context – a brief overview of the training system and relevance of PPP in the current skills development system

This guidebook covers the critical aspects of Public-Private Partnership (PPP) in the Technical and Vocational Education and Training (TVET) system in Bangladesh. A PPP is commonly understood as a partnership between two or more public and private sector entities for mutual benefits. In other words, such partnerships results in a "win-win" situation for all parties. The following definition of PPP, taken from an Asian Development Bank (ADB) guidebook states:[1]

A PPP is a cooperative venture or contractual arrangement between public agencies and private sector partners toward clearly defined public or social needs. It utilizes built-in expertise, experience, and human resources available in the private sector in the provision of services that are normally the responsibility of government. PPP involves a sharing of resources, risks, and benefits between the public and private providers based on clearly defined terms of agreement. A PPP arrangement includes a financial arrangement that clearly defines how the initiative will be financed and whether financing will be shared. It needs a strong management information and monitoring system to support the definition of targets and performance evaluation.

1.2 The Importance of TVET in Bangladesh

According to the Labour Force Survey Report (2016-2017) by the Bangladesh Bureau of Statistics (BBS), the country has a total population of 161.3 million, of which 80.3 million are female. The report indicates that about 109.1 million (67.6 per cent), are aged 15 or older. Of this 109.1 million, 55 million (50.4 per cent) are female, 32 million (29.3 per cent) live in urban areas, and 77.1 million (70.7 per cent) live in rural areas. The country has a sizeable youth and working-age population, commonly known as the demographic dividend. Given the composition of this population, the expansion of TVET nationwide is a critical means of creating gainful employment opportunities for millions of young people, including the growing number of educated youth.

[1] *"Guidebook on Public–Private Partnership in Hospital Management", (Asian Development Bank, 2013), p. X.*

On the demand side, the skilled and semi-skilled workforce can support the rapid expansion of economic sectors and sub-sectors as well as raise the productivity of workers. Quality skills training is also critical to reaping benefits from overseas employment, in addition to the domestic labour market. Currently, the majority of workers going abroad (63.37 per cent of the total) are less- or semi-skilled.[2]

Many students of secondary and higher secondary schools 'drop out' from general education without being adequately prepared for the labour market. TVET is thus better suited for them as it offers a range of employable skills for the world of work. To fully reap the benefits of the demographic dividend and to support rapid economic growth, Bangladesh urgently needs to develop and strengthen its skilled human resources. The rationale for expanding TVET in the country can be summarized as follows:

- An effective TVET can address the current skills mismatch in the labour market;
- Skilled workers can help catalyze fast economic growth and support the transformation of the economy from an agrarian to an industrial one;
- TVET is an effective means of increasing the employability of young people and addressing widespread unemployment and underemployment;
- TVET can meet the requirements of industry and private-sector enterprises which are growing rapidly in Bangladesh; and
- It can contribute to creating jobs (both wage employment and self-employment) and helping alleviate poverty, one of the country's utmost priorities.

There are two types of TVET in Bangladesh:

- **Formal training.** Mostly under the supervision and certification of the Bangladesh Technical Education Board (BTEB), which includes a wide variety of courses and training providers; and
- **Non-formal training.** Offered by many government ministries and departments as well as Non-Governmental Organizations (NGOs).

According to an estimate of the Directorate of Technical Education (DTE), the TVET system consists of 8,852 institutes (public, private and NGOs) of all types including polytechnics, technical schools and colleges, secondary and higher secondary vocational schools, technical training centres, and business management schools and colleges. The total number of students in these institutes stood at 1.278 million in 2017-18, of which, 24.5 per cent were female.[3] Young people, in general, and less- or un-skilled youths, in particular, are the main targets of the training system.

1.3 Why Public-Private Partnerships (PPPs) in TVET?

Whereas a PPP is not new in Bangladesh, the whole TVET is a relatively new initiative. The introduction of reform of the TVET system and adoption of the National Skills Development Policy 2011 (NSDP 2011) were two important policy changes in the area of skills development. The GoB has identified the current skills 'mismatch' as one of the major drawbacks in today's labour market. It has resolved to build a robust, demand-driven skills training system that takes the skills requirements of the industry and service sectors by domestic and overseas employment into account.

In this context, PPP has is an important means of establishing linkages with the private sector in moving towards a more 'demand-driven' skills system. The diagram, on the right, shows the mutual benefits of such a partnership. NSDP 2011 also emphasizes on the importance of PPP (shown in Box 1 below). A cost-benefit analysis of the five PPPs, implemented with support from the ILO B-SEP project, is provided in Appendix One of this guidebook.

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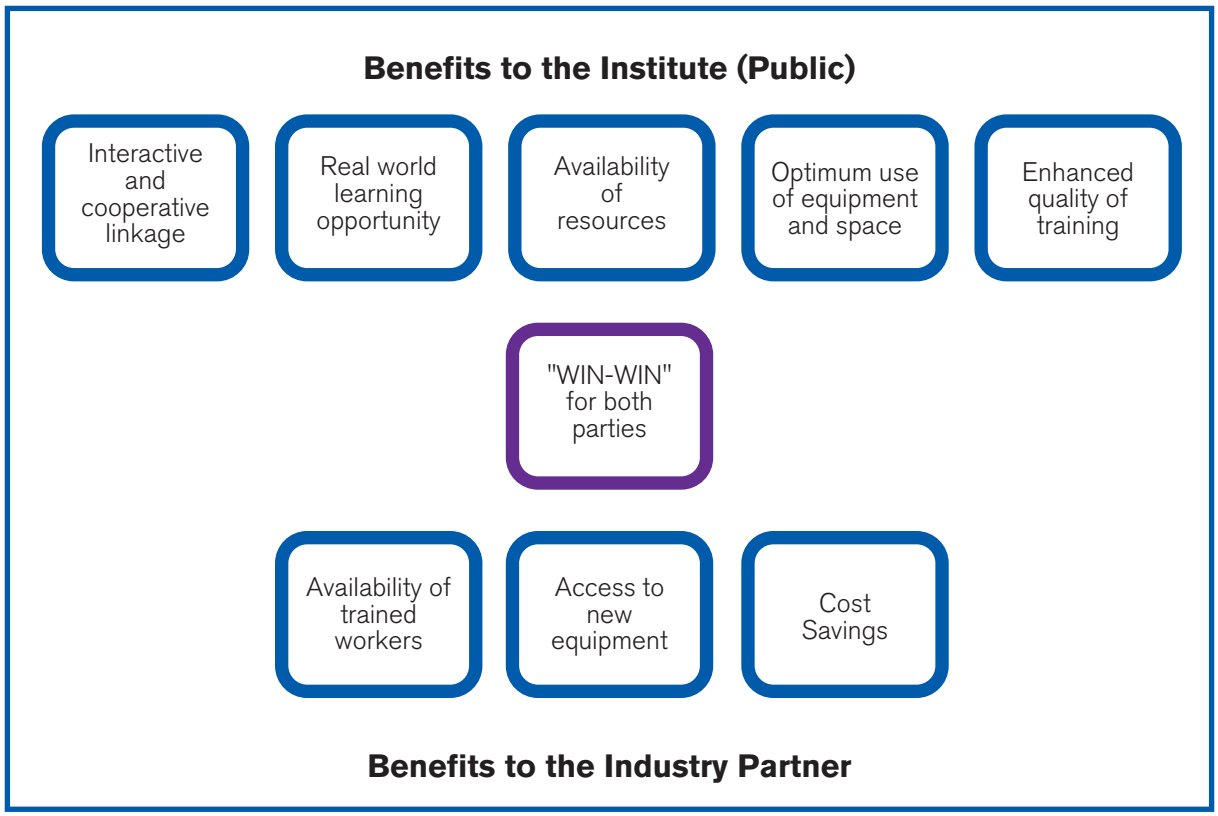
[2] Source: Bureau of Manpower, Employment and Training, Government of Bangladesh.
[3] "Technical Education Prosperous Bangladesh", (Dhaka, Directorate of Technical Education, Government of Bangladesh. 2018).



Public-Private Partnerships in the NSDP (2011)

A PPP is recognized by the NSDP as one of the most effective means of improving the quality of training. In Section 8 of the document titled Strengthened Role for Industry Sectors in Skills Development, there is a specific reference to PPP in sub-section 8.9, which states:

8.9. Improved partnerships between industry and both public and private training organizations will improve the quality of skills development in Bangladesh. PPP models to be established include:

a. PPP Boards of Management to all government training centres, with priority given to those institutions who will deliver the new demand-oriented industry endorsed qualifications from the NTVQF [National Technical and Vocational Qualifications Framework]; and

b. Establishment of skill centres of excellence for thrust sectors so they develop as key industrial training centres with links to other providers through a network hub model;

c. The expansion of industrial attachments and work placement, outside formal apprenticeships, as a requirement of structured priority skill development programmes."[4]

The PPPs have been established to strengthen industry-institute linkages for enabling the engagement of training institutes with private industries to conduct demand-driven training courses and to acquaint TVET teaching staff with the latest technology and techniques being used by the private sector..

[4] *"National Skills Development Policy 2011 (NSDP 2011)", (Dhaka, Ministry of Education, Government of Bangladesh, 2011), p. 24.*

Furthermore, the PPP initiatives are expected to move towards a more performance-based budgeting model where supplementary skills investment by the private sector will be available. The main purpose of such performance-based budgeting is to allow the public TVET institutes to have access to external funds based on their own performance. Such funds may be generated by way of an increase in the collection of non-government funds, savings from evening courses, and income-generating activities like the sale of products and services, as well as partnership programmes like PPP.

The ILO B-SEP project has supported five pilot TVET institutes to build and create mechanisms for an introduction and expansion of performance-based financing in TVET. PPPs have been introduced in Mahila Polytechnic Institute, Chattogram, Technical Training Centre (TTC) Chattogram, and TSC Gazipur to ensure a linkage between TVET institutes and local industries, and to create a market-oriented training infrastructure. To make progress with such performance-based financing, the pilot institutes have been: allowing flexibility in transfer of funds between budget lines; increasing scope for raising local funds; developing a set of procedures for the use of funds for recruitment of part-time staff and instructors; and delegating power for approving and revising the Annual Procurement Plan.

1.4 Ongoing PPP initiatives in TVET

The origin of launching the PPP initiatives:

The Government initiated PPPs, supported by the ILO B-SEP project

The ILO B-SEP project actively promoted PPPs in 2014 and 2015. Since then, the DTE has adopted a policy decision to continue and expand PPP in its institutes. The PPP initiatives by the ILO B-SEP project have come under the concept of flexible financing in TVET.

Four workshops on flexible financing were organized by the ILO B-SEP project in 2014. In 2015, training workshops were organized on the same topic on 16 January (Jashore Polytechnic); 30 January (Graphic Arts Institute, Dhaka); 8 June (Chaatak TSC), 20 June (Panchagarh TSC); 21 June (Nilphamari TSC); 21 June (Rangpur TSC); 1 August and 11-12 September (Graphic Arts Institute, Dhaka); 29-30 October (Lake Castle Hotel, Dhaka); 16-18 November (Graphic Arts Institute, Dhaka), and 25 November (Panchagarh TSC). An MoU was signed between Graphic Arts Institute and Shamatshuk Printers on 3 May 2015, in Dhaka. Similarly, another MoU, with support from the ILO B-SEP project, was signed between Panchagarh TSC and M/S Gem Jute Ltd., Panchagarh in the presence of the Minister, and the Secretary, of the Ministry of Education.

Inspired by the initial success of the first PPP at the Graphic Arts Institute, a workshop was convened on Industry-Institute linkage on 31 October 2015 at the International Mother Language Institute, Dhaka where principals of TVET institutes, under DTE, were invited to bring industry partners for the signing of Memorandum of Understanding (MoU) on PPP. 128 principals, along with 350 industry partners, attended the event. Four MoUs were signed in the presence of the Minister for Education, the Secretary and the Additional Secretary of the Ministry, Director General of DTE, other senior government officials, and the officials of the ILO B-SEP project.

1.5 Bangladesh Skills for Employment and Productivity (B-SEP) project

The ILO B-SEP project, funded by the government of Canada, has been providing support to the skills development programmes—including the promotion of PPP—in the country. The key partners of this project include the Bangladesh Technical Education Board (BTEB); Bureau for Manpower, Employment and Training (BMET); Directorate of Technical Education (DTE), National Skills Development Council (NSDC); and employers' and workers' groups.[5] The four project components are: (1) Skills Funding, Planning, and Support Services; (2) Competency-Based Training and Assessment (CBTA) Quality and Relevance; (3) Industry Skills Development; and (4) Improved Access to Skills. The direct project beneficiaries are: staff of partner organizations; instructors, trainers, and Master Craftspersons (MCPs); and workers and market entrants.

[5] NSDC was abolished to create National Skills Development Authority (NSDA) under the Gazette of NSDA Act dated 1 October 2018.

Component 1 (Skills Funding, Planning, and Support Services) of the project has been implemented at five pilot PPP sites: Barisal TSC; Graphic Arts Institute, Dhaka; Narayanganj TSC; Panchagarh TSC; and Rangpur TSC. A performance review of these arrangements revealed a strong justification for continuing with the PPP initiatives, despite some challenges and constraints of the training system.

1.6 Experience and lessons learned from the B-SEP PPPs initiative

The diagram in section 1.3 provides the benefits (or "win-win" situation) for both the industry and institute partners. Nonetheless, a review of the existing pilot initiatives has identified some challenges and captured critical lessons that are discussed below.

1) Coordination between regular classroom activities and the PPP-related activities. One of the key issues for a successful PPP is to link the PPP training with the regular training of an institute. PPP implementation becomes an additional responsibility for existing staff. However, it is difficult for an institute to hire new staff to deal with PPP-related activities and Industry-Institute linkages.
2) Sustainable funding arrangement for PPP activities. Currently, institutes are implementing PPP utilizing funds from existing budgetary allocation. However, this allocation is ad hoc. Funding need to be arranged for the sustainable, long-term to ensure better utilization of funds and implementation of PPP.
3) More flexibility to the institute to operate PPPs. Decision-making is a lengthy process at the institutes because of strict administrative rules and procedures. Delays occur due to lengthy procedures on procurement of materials, maintenance of equipment, and compensation for staff time. Recruitment of new staff is also a difficult and time-consuming process because of lengthy government procedures. Institutes require more flexibility on the PPP-related operational activities.
4) Inadequate staff capacity on job placement and industry linkage. Due to a lack of adequate staff capacity, institutes find it difficult to provide and maintain employment services like employer linkages, registration and job placement of graduates, and post-training follow-up.
5) Industry partner's focus is more on production work and less on teaching. The main focus of industry partners is on production and the supply of goods. Hence, its employees remain fully occupied with the demands of production work. This leaves little or no time, to contribute to 'upgrading' the skills of TVET instructors.
6) Depreciation of equipment and machinery. At present, there is no proper mechanism to keep a record of depreciation costs of the equipment being used by the partners. Because of the full-time use of equipment and machinery, it is pertinent to record such expenses. The industry partners should be willing to bear a part - if not all - costs.
7) Review of the MoU and lessons learned. There has been no review on the MoUs since the signing between the partners. Some of the MoU provisions, such as regular Project Management Committee (PMC) meetings, have been found to be of less, or no, use. Both the industry and institute partners explained that ad hoc problems and issues were generally sorted out through informal chats.

Chapter 2

Purpose of the Guidebook

This guidebook provides basic information on the various stages of PPP, from the beginning to the end. The document is intended for the use of principals, managers, and other staff of the TVET institutes, as well as for the industry partners of PPP.

Trainees learning practical skills for jute spinning in Gem Jute Factory Panchagarh, under the PPP initiative with Panchagar Technical School and College

Trainees learning practical skills for wood work in furniture making in Rangpur Technical School and College under the PPP initiative

The guidebook is organized into seven chapters. Chapter 1 provides the background and rationale for PPP, national policy on PPP, and cost and benefits of such initiatives in the context of TVET system in Bangladesh. This is followed by an illustration of the purpose of this guidebook in Chapter 2 (i.e., the current chapter). Chapter 3 outlines the pre-implementation steps; Chapter 4 deals with the main implementation steps; Chapter 5 analyses monitoring, reporting, and follow-up activities; Chapter 6 provides, at a glance, implementation steps; and Chapter 7 covers a checklist of the steps involved in all stages of PPP. There are also two appendices: Appendix-1 describes a cost-benefit analysis of the five pilot PPPs being implemented by the ILO B-SEP project and Appendix-2 exhibits a sample MoU for PPP implementation.

Chapter 3

Pre-implementation Steps

3.1 Steps related to pre-implementation work

It is important for all institutes (TSC, polytechnic, or similar type of institution) to follow a systematic process of preparatory work before starting a PPP initiative. This preparatory work will contribute towards a successful partnership. Although it is not possible to pinpoint every step of this process, a guideline is provided below. The information provides an understanding of the steps involved.

Matrix-1: Steps involved in the pre-implementation process

Steps needed	Purpose of each activity
Survey local industry and identify potential occupations/sectors where the institute can partner for delivering training	Determination of the required skills, through a local level survey of potential industries and employers for the employment of TVET graduates, is the first essential step. In practice, many TVET institutes have already carried out local demand surveys. NB: The quality of such information and data collection, varies from institute to institute and from locality to locality.
Determining the target group of the PPP-related training through mutual consultations between partners	During the initial discussions, both the industry and institute partners need to determine the target population to be trained through PPP. Usually, the target group of PPP-related training is the existing students of the partner institute. However, additional target group/s may be selected as agreed upon by the partners on a case-by-case basis.

Steps needed	Purpose of each activity
Identifying suitable industry partners	It is important to ensure that the industry partner has a strong interest in and commitment to the collaboration of PPP arrangement. An interested industry partner is a key to implementing a successful partnership and reaping mutual benefits.
Negotiating and preparing agreements usually in the form of an MoU (a sample MoU is attached with this guidebook)	An MoU needs to be developed and signed based on agreed terms and conditions between the industry and institute partners. Most of the existing PPPs follow this standard practice.
Preparing cost estimation of the partnership broken down by each partner	The next step is to prepare a pragmatic cost estimation of each partner's contribution to PPP-related activities. The basis of calculation and items of expenditure may vary from one place to another depending on trades, infrastructure, and other facilities readily available with the partners.
Preparing a work plan to deliver training and to coordinate works between regular training and PPP-related activities	It is important for the partner institute to prepare a practical work plan for the activities related to PPP. This will facilitate improved monitoring and the delivery of training activities in time.
Revising curricula and training materials as appropriate	Industry partners may prefer the revision of curricula as part of the industry-driven training programme. This needs to be carried out depending on the local context and the requirements of the industry partner. For example, the existing curricula for selected courses may be outdated and need revising to account for technological and labour market changes..
Arranging training venue, logistics and physical facilities, and designating staff from both the partners etc.	This is essential to ensure timely and uninterrupted delivery of training. If the training takes place at the institute, the institute partner will make necessary arrangements for this. If the training takes place at both the institute and industry, both the parties are responsible for these arrangements in their respective places.

3.2 Determining main roles and responsibilities of the partners

An important aspect of PPP is that the roles and responsibilities of each partner are clearly laid out at the beginning of the partnership. There is no 'one size fits all' template for planning and implementing a successful PPP. Partnership arrangements may vary from case-to-case. However, the ILO B-SEP project has identified a number of core roles and responsibilities of each partner. Namely:

- Who will do what on (i) selection of occupations and prospective trainees, (ii) agreeing on partnership arrangements in the form of signing an MoU, (iii) nominating focal personnel from each partner, (iv) reviewing curricula, training calendar, and training delivery, (v) skills upgradation of institute staff, and (v) post-training support and follow-up?

- What would be the arrangements and process for periodic review of the progress of PPP activities and each partner's contributions (annul or bi-annual) as well as corrective actions, if required?

The matrix, below, provides an idea about the supports expected from each partner under a usual partnership arrangement for skills training:

Support from the institute partner	Support from the industry partner
Infrastructure: An institute is expected to provide infrastructure facilities like workshops, laboratories and equipment.	**Industry Expert:** An industry expert can train the students to acquire the latest technical knowledge and practical skills. In the process, the expert also helps upgrade the practical knowledge and skills of the responsible teaching staff at the institute.
Teaching staff: Designating staff who will be responsible for instructing and implementing PPP-related training.	**Attachment facilities for the students:** Arranging attachment facilities to help the trainees gain hands-on experience and an idea about the labour market and industry requirements.
Training facilities: An institute can provide training to those industrial workers who need an upgradation of skills and knowledge.	**Industrial tour:** An industry partner can help the students understand the workplace and environment by allowing them to visit the industrial premises.
Necessary machinery & tools: These are at the disposal of the institute but, sometimes, remain underutilized.	**Job placement:** An industry partner can recruit graduates who successfully complete the training at the institute.
Overhead costs and utilities: Such as electricity (i.e., conventional power supply) and stationery items (pad, pen, pencil, etc.).	**Raw materials:** Public institutes often do not have an adequate supply of training materials and consumables. An industry partner can address this by providing raw materials for training purposes.

Chapter 4

Implementation

4.1 Essential steps in the implementation of the PPPs

If both the industry and institute partners agree upon the terms and conditions of the partnership, the institute needs to seek necessary clearance from its administrative authority; for example, in case of a TSC, a polytechnic or a monotechnic, a clearance/approval is required from the Directorate of Technical Education (DTE).

Although the necessary steps involved in implementing PPPs vary from situation to situation and an indicative list of key steps is provided below:

Implementation steps	Clarification and relevant issues
Designation of staff from both industry and institute partners	Both the partners identify their respective responsible staff or official/s who will be involved in PPP implementation. The roles and responsibilities of the staff will also be defined.
Preparation of work plan and budget for launching training activities	Through consultation and agreement, the partners prepare a work plan and a comprehensive budget taking all related items of expenditure into account. (The depreciation cost of equipment and machinery are not generally factored into PPP activities.
Arrangement of PMC meetings	Partners do not arrange PMC meetings, as they do not feel an actual need for it. However, it is important that partners agree on arranging regular PMC meetings to support the implementation process.
Implementation of training under the partnerships	The partners need to have mutual consultation and understanding about the commencement and implementation timeframe of all training.

4.2 Management arrangements

PPPs should have a provision for joint management committees to take important decisions involving the partners and to catalyze successful implementation of a partnership. Such committees can help facilitate a smooth operation of PPPs between partners and resolve implementation bottlenecks. In the pilot PPPs, there were two types of committees:

a. Project Management Committee (PMC) at the decision-making level; and
b. Project Implementation Committee (PIC) at the operational level.

Key functions of each of the two respective committees are:

Name of the committee	Key functions
Project Management Committee (PMC)	• Overseeing successful implementation of an MoU. • Resolving all constraints, during the process. • Formulating details of the implementation of an MoU. • Submitting a half-yearly progress report to the Director-General, DTE. • PMC meeting are held regularly; for example, every two months.
Project Implementation Committee (PIC)	• Resolving routine issues, as and when they arise. • Submitting a bi-monthly progress report to the PMC. • Communicating with the higher authority to implement the project successfully.

Trainees learning graphic design in Graphics Arts Institute, Dhaka

Chapter 5

Monitoring, Reporting, and Follow-up

5.1 Monitoring and reporting

PPPs, being a new training modality, require proper monitoring, reporting and follow-up of joint activities for effective implementation. The suggested steps related to monitoring and reporting of the PPP implementation, are:

Steps related to monitoring and reporting	Comments and clarifications
Record keeping of costs/expenditure of institute partners such as equipment and machinery, maintenance, utilities, depreciation costs, etc.	Record keeping should be carried out regularly by the focal person/s nominated by the partners.
Record keeping of students undergoing training and monitoring their progress	This should be the responsibility of the institute partner and the designated official.
Record keeping of costs/expenditures incurred by the industry partner	The industry partner and the concerned personnel are responsible for ensuring all record keeping.
Registration, counseling, and placement of students who complete training	The primary responsibility lies with the institute partner. A recent trend indicates that several institutes have started career counseling and job placement services for their students.
Periodic performance reporting of the partnership activities describing current status, progress made to date, implementation challenges and follow-up or corrective action required.	Both the industry and institute partners have a responsibility to ensure this. However, the institute can take a leading role.

5.2 Financial reporting and follow-up

One of the main justifications for undertaking PPPs is to support the partner institutes to overcome their current budgetary constraints in delivering training programmes, like the supply of training materials, consumables and equipment. The GoB budgets do not allow an adequate supply of consumables and raw materials for delivering practical and hands-on training to students. However, the situation varies from institute to institute and from one type of skills trade to another. The table below provides an indicative estimate of the respective share of costs of each partner as stated in an MoU. The raw material costs account for a significant share of the total costs in welding. The partnership arrangement has helped the institute shift/share a portion of the cost of practical training to the industry partner.

Table: A sample expenditure statement from an actual PPP initiative supported by the ILO B-SEP project. (Amounts are in Bangladeshi Taka (BDT).

Items of expenditure	Cost to be borne by institute/ batch	Cost to be borne by industry partner/batch	Total cost for each batch	No of batches	Total cost for the whole period
1	2	3	4	5	6 (= 4x5)
Raw materials	2 000	18 000	20 000	12	240 000
Machine maintenance	3 000	-	3 000	12	36 000
Utility services	3 000	-	3 000	12	36 000
Machine depreciation	4 000	-	4 000	12	48 000
Total	12 000	18 000	30 000	12	360 000
Cost-sharing between the institute and industry partners (%)	40	60			
Total cost: Three hundred and sixty thousand					**360 000**

Explanatory notes: This expenditure statement is reproduced from an initial estimate mentioned in an actual MoU. The costs on the institute side are forecasted from a regular (revenue) budget. The cost estimate includes the depreciation of equipment and machinery.

Chapter 6

List of Steps in PPP Implementation

The steps involved in PPP implementation at various stages can be summarized as follows:

Pre-implementation	Implementation	Monitoring & Reporting
• Survey of potential sectors and industry partners • Determining target group/s • Identifying suitable partner/s • Negotiations and preparations of MoU • Preparing cost estimation of respective partners • Signing the partnership agreement (MoU) • Preparing a work plan for delivering training	• Designating staff with roles and responsibilities • Preparing work plans and budget • Arranging meetings of the PMCs and PICs on the basis of agreed schedule • Preparing training calender • Implementation and delivery of training • Regular review of the progress of training acitivities	• Record keeping of costs/expenditures • Record keeping of students activities and monitoring their progress on training • Record keeping of costs of the industry partner • Registration, conselling, and placement of students • Performance reporting and feedback

Chapter 7

Checklist of PPP Implementation

A checklist of the major steps involved in PPP implementation is provided below:[6]

Description of the Items

Pre-implementation steps

1) Survey of local industry and identify potential occupations and sectors where the institute can partner for delivering training;
2) Identifying suitable industry partners;
3) Negotiation and preparation of the partnership agreement;
4) Criteria for preparing respective partner's contributions – to prepare a checklist of items;
5) Preparing a cost estimate of the contributions of each partner;
6) Preparing a work plan for delivering training and allocating works between the regular training and PPP-related activities;
7) Preparing or revising of curricula and training materials as appropriate; and
8) Arranging workshop and other spaces for the training activities both at the institute and at the premises of the industry partner.

[6] *The purpose of this checklist is to ensure that necessary steps have been carried out and identified during the entire cycle of PPP implementation; i.e., from the conceptual and negotiation stages to the completion and follow-up of a PPP.*

Description of the Items

Implementation

1) Designating staff with roles and responsibilities from both the industry and institute partners;
2) Launching training activities;
3) Arranging meetings of the PMC & PIC as per agreed schedule; and
4) Implementing training and other relevant works as per the agreed work plan and arrangements.

Monitoring, reportin, and follow-up

1) Record keeping of costs/expenditure of institute partners such as equipment and machinery, maintenance, utilities, depreciation costs, etc.;
2) Record keeping of costs/expenditures incurred by the industry partner;
3) Record keeping of students undergoing training and monitoring their progress;
4) Counseling, providing guidance, and following-up with job placement of graduates; and
5) Performance reporting of PPP, preferably through joint reporting.

Roles and responsibilities of the institute and industry partners

1) Identifying roles and responsibilities on delivering training and performance, skills upgradation of institute staff, industry-institute linkages, and job placements;
2) Periodic reviewing of the progress of work and each partner's contributions (annul or bi-annual); and
3) Reviewing the progress of partnerships and the required corrective actions.

Appendices

Appendix-1

A Cost-benefit Analysis of Five PPPs

Supported by the ILO B-SEP Project

1. Background

This section summarizes the key findings of the cost-benefit analysis that was conducted by an ILO team in five PPP TVET institutes, supported by the B-SEP project. The five PPPs were piloted for the first time in 2015 through collaboration with the DTE, under the TMED. The purpose of the PPPs was to mobilize technical expertise, facilities and support from the private sectors and to enhance the capacity of TVET institutes. These PPPs have helped students acquire practical knowledge in an industrial setting and learn about the modern technologies used in the respective industry(s). The ILO team conducted five Focus Group Discussions (FGDs) with students and teachers, and qualitative, in-depth interviews with the principals, focal persons of the institutes for PPP, and senior management/owners from the private sector and the partner institutes. The team captured all tangible and intangible benefits for the students, institutes and industry partners from the PPPs supported by the ILO B-SEP project.

2. Basic information on the PPPs

This section provides summary statistics through two figures: Figure-1 shows the share of contribution of the industry partners to the five PPPs and Figure-2 provides a composition of the persons trained under PPP arrangements.

[7] *The five institutes are: Barishal Technical School and College (BTSC), Graphics Arts Institutes (GAI) Dhaka, Narayanganj Technical School and College (NTSC), Panchagarh Technical School and College (PTSC), and Rangpur Technical School and College (RTSC). The ILO team comprised of Alexius Chicham, Programme Officer Component 1, B-SEP Project and Farhana Alam, Communication Officer, ILO SKILLS 21 Project.*

Figure 1: Contribution of five PPP industry partners to the PPP-related training activities

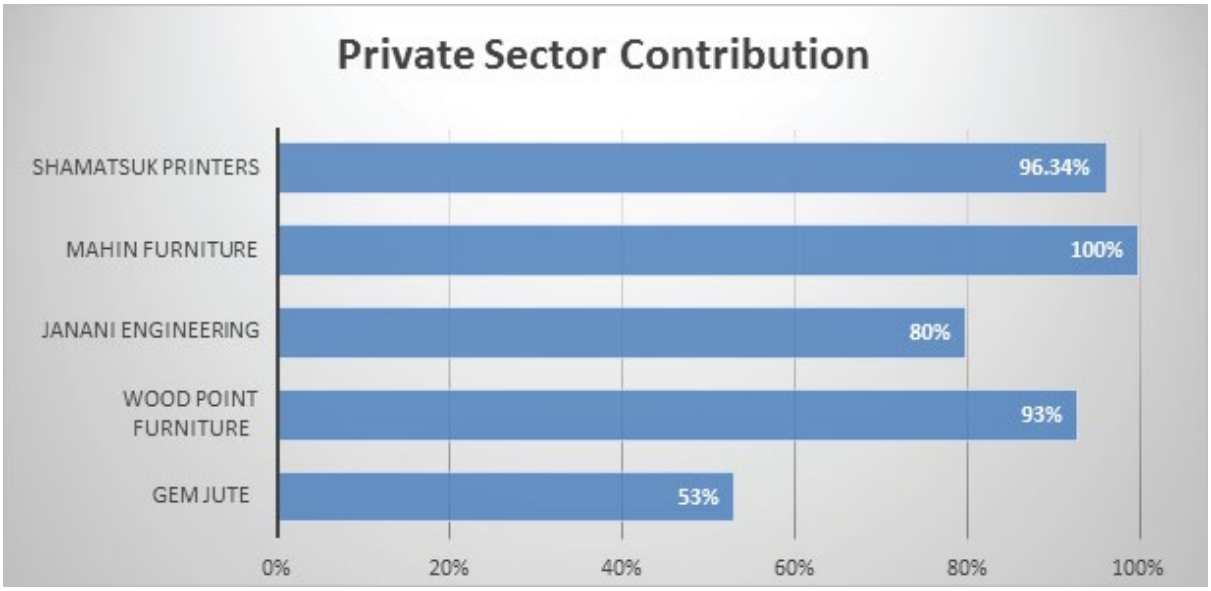
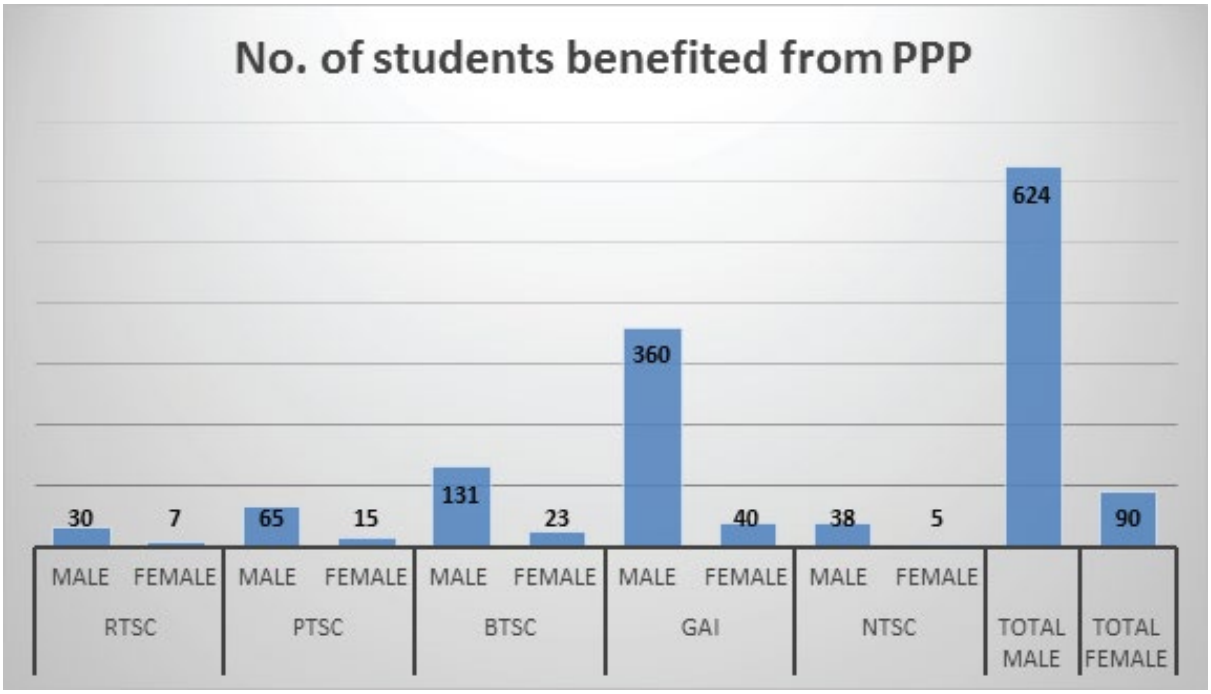


Figure 2: Students who completed training through the PPPs



3. Status of the PPPs

(i) Barishal Technical School and College (BTSC) and Mahin Furniture Ltd. (MFL): An Internship Model

In 2015, BTSC made two PPPs: one with Indo-Bangla Pharmaceutical Ltd. and another with Mahin Furniture Ltd. (MFL). The PPP with Indo-Bangla Pharmaceutical Ltd. did not materialize as the institute did not have a suitable course for the industry partner. However, the partnership with MFL has continued till date and provided an opportunity for students for further internships.

Cost-benefit analysis: Total cost of training of BDT 524,700 was paid entirely by the industry partner, namely, MFL.

Tangible and intangible benefits	Breakdown of contributions by the partners
• Each student of two batches received transportation allowance of BDT 100 per week; • BTSC established their relationship with MFL to ensure industry attachment for the students of wood working department; • A total of 154 students (131 males and 23 females) received an internship from MFL; • Each student received 207 hours training from this initiative (69 hours per month x 3 months x 154 students = 31,878 hours in total for 154 students); and • MFL provided the raw materials (wood) for students' practical training where students needed substantial materials to practice and learn.	• Raw materials: wood and finishing materials, sand paper, paint, varnishes, etc.; • Machine maintenance; • Utility services (electricity and other costs); and • Instructors' time sharing for the internship.

(ii) Rangpur Technical School and College (RTSC) and Wood Point Furniture Ltd.: An Internship Model

RTSC and Wood Point signed an MoU in 2015 which ended in 2017. This resource-sharing model was based on the furniture trade. Through the PPP, training was provided to each group of 20 students for six days in a week for three months; 5.40 hours per day including refreshment (8:00 am -1.40 pm). The total duration of training per student was 388.8 hours.

Cost-benefit analysis: Total cost of the training was BDT 3,079,600 of which:

(i) BDT 218,000 (7 per cent) paid by the institute partner; and
(ii) BDT 2,861,600 (93 per cent) paid by the industry partner.

Tangible and intangible benefits	Breakdown of contributions by the partners
• 37 students (30 males and seven females) received hands-on training on furniture trade at the RTSC premises; and • PPP initiative resulted in the maximum usage of RTSC spaces; for example, converting the abandoned garage house into a skills development centre.	• Workshop renovation work; • Land/space (20 decimals) for workshop at BDT 7,000 per months rental; • Maintenance and miscellaneous cost; • Cost of raw materials (Timber); • Hardware & miscellaneous cost of BDT 20,000 per batch (BDT 40,000 for two batches) of training; • Electricity bill; • Carrying cost per month; • Seasoning machinery; and • Staff costs: Chief Instructor, Assistant Instructor, and Operators.

(iii) Panchagarh Technical School and College (PTSC) and Gem Jute Mills Ltd.: An Apprenticeship Model

In 2015, PTSC and GJML signed an MoU for providing training and job placement, after successful completion of the training, to the local community. Two new courses were introduced: weaving and spinning. This PPP can be regarded as a successful model considering the outcomes from the FGDs and interviews.

Cost-benefit analysis: Total investment by GJML was BDT 962,980 (53 per cent of the total contribution) and by PTSC was BDT 853,960 (47 per cent).

Intangible and tangible benefits	Breakdown of contributions by the partners
• Provided 28,800 hours of training to 80 students (360 hours per student); • There was no training curriculum on the jute trade. However, this PPP took the initiative to develop a curriculum on jute trade for a short training course; • 80 students (15 females and 65 males) completed their apprenticeship successfully and were eventually recruited by GJML; and • GJML planned to institutionalize the apprenticeship system within their factory premises extending training facilities, resource persons, and training materials.	**PTSC** • Promotional activities of training: advertisement, recruitment, and operation; • Transport allowance; • Working breakfast for trainees; • Trainers remuneration; • Training materials; • Industry coordinator; and • Assessment and certification. **GJML** • Training room facilities; • Quality controller time sharing; • Daily breakfast; • Accommodation for trainees; • Industry expert trainer and per hour resource fee; • Machinery usage cost; • Lubricating cost; • Maintenance cost; • Raw materials (jute); and • Electricity.

(iv) Graphics Arts Institute (GAI) and Shamatsuk Printers Ltd : Resource Sharing Model

In 2015, GAI signed an MoU with Shamatsuk Printers Ltd. (SPL) for two years. The partnership was due to end in 2017 but is still ongoing.

Cost-benefit analysis: GAI provided BDT 227,418 (3.7 per cent) and SPL contributed BDT 5,994,313 (96.3 per cent).

Tangible and intangible benefits	Breakdown of contributions by the partners
• 16 GAI graduates currently have full-time employment at SPL; • Increased industrial relationship (GAI and SPL) for applying theoretical knowledge in practices; • Increased efficiency of the CtP machine; otherwise, the expensive machine might lose its productive capacity/efficiency; • 400 students, (40 female students) received training on operating CtP machines at the institute; and • Cost effective for GAI and SPL - a win-win situation for both partners.	**GAI** • Machine: Color to Plate (CtP) but GAI did not manage to run this machine regularly; • Depreciation costs for machine usage; • Space: GAI is providing room for using the CtP machine since 2015; • Administrative Support: venue, electricity cost, and access to the GAI premises; • Human Resources: Instant operator and other administrative support services provided during the training/class sessions; • Training costs sharing; and • Machine repair costs (50 per cent). **SPL** • Plate development per month; • Chemicals – 50 per cent cost-sharing; • Honorarium for GAI Instructor; • IPS equipment repair cost (50 per cent); and • Salary for SPL Instructor.

(v) Narayanganj TSC (NTSC) and Janani Engineering Workshop: Resource Sharing Model

NTSC signed a PPP agreement with Janani Engineering Workshop (JEW) in 2015. This too was meant to end in 2017 but is still running. The resource-sharing model is based on the welding trade.

Cost benefit analysis: NTSC contribution was BDT 919,600 (20.4 per cent) and JEW provided BDT 3,580,800 (79.6 per cent).

Tangible and intangible benefits	Breakdown of contributions by the partners
• 43 students (five females) received 15,480 hours of training for three months in two groups (each student received 360 hours of training); • After receiving hands-on training with JEW, students were more interested, , in entrepreneurship opportunities rather than having jobs in the industry; and • 280 students (10 female) received hands-on training.	**NTSC** • Electricity consumption covered by JEW every month; • Electrode packets used by the students and JEW; and • NTSC provided institutional space, thereby saving JEW rental costs. NTSC contributed sufficient space for JEW to accommodate as many orders as possible. **JEW** • Raw materials of welding works; • Four operators on a daily basis; • Lunch/snacks for students every day; and • Transport allowance for 5-7 students every week.

4. Key findings[8]

- These PPPs have led to a "win-win" situation for both the institute and the industry partners. The PPP offers a pragmatic model to public TVET institutes which are facing numerous budget constraints as well as a shortage of resources like materials and staff.
- There were high expectations among selected industry partners of acquiring modern machinery and technologies from ILO-BSEP and the government-supported PPP initiatives. In reality, such expectations have not been realized leading to disappointment among some industry partners.
- During the field visits, it became apparent that a significant number of students were not interested in continuing with the occupations or trades in which they had received training. Most were more interested in continuing with higher studies instead of entering the labour market.
- Continuation of a PPP MoU with a private company in order to move further and sustain the gains is another challenge which needs addressing by TVET policy makers. A certain kind of motivating factors or incentives would help overcome such a challenge .
- There was a lack of dedicated persons to coordinate and provide administrative support for the PPP implementation work within an institute.
- Retaining skilled staff after successful completion of a training module can be a difficult task. Measures need to be in place to overcome this shortcoming.
- Jute work is a labour intensive occupation and the work environment is extremely hazardous to human health. Graduate jobseekers, actually aspire to work in a modern industry or in a better environment.
- Worker attrition is particularly high in the private sector. One of the main reasons for moving out of one industry and into another is the prospect of a higher salary and better benefits. This poses a serious challenge for private parterns, especially as they have invested heavily in PPP training and risk losing the upskilled staff after training.

[8] *This part has been edited and reproduced from the original report of the ILO team.*

Appendix 2

Sample MoU for PPP Implementation

MEMORANDUM OF UNDERSTANDING (MOU)

(Draft)

for

PUBLIC-PRIVATE PARTNERSHIP (PPP)

PROGRAMME

BETWEEN

(NAME OF THE INSTITUTE PARTNER)

AND

(NAME OF THE INDUSTRY PARTNER)

JUNE 2019

Memorandum of Understanding (MoU)

Date: .....

Between

(Name of the Institute)

Under the Directorate of Technical Education (DTE), Government of Bangladesh, having its registered office at .....Bangladesh hereafter referred to as "Training Provider"

and

M/S .....

for

Public-Private Partnership (PPP) Programme

And collectively referred to as the "Project Parties" whereas both the parties agreed to the following terms and conditions of this Memorandum of Understanding (hereafter referred to as the "MoU") for the next 2 (two) years from the date of signing of this MoU.

INTERPRETATIONS

BTEB means Bangladesh Technical Education Board;
DTE means Directorate of Technical Education;
PPP means Public-Private Partnership;
.....
.....

1. BACKGROUND:

1.1 Project Parties include:
1.2 The roles and responsibilities of Project Parties have been detailed in section 3

2. PROJECT DETAILS

2.1 Project objectives and targets

-
-
-

2.2 Project Management and Cooperation

- The industry will have not to pay for ……..
- To resolve issues raised during the training programme, a Project Management Committee will be formed with representation from the Project Parties on details in section 6.
- Trainees from each batch will follow the Project Implementation Plan provided in Annex-i.
- Welding machinery, along with a 20 KVA Generator Set to ensure continuous power supply, would be provided by the institute.

3. ROLES AND RESPONSIBILITIES[9]

Roles and responsibilities of the partners involved will vary depending on the conditions mentioned below:

3.1 Conditions
3.1.1 The institute shall be responsible for:

i. Providing training facilities such as related machinery, tools & equipment, and stationery items (pad, pen, pencil, etc.);
ii. Ensuring the required raw materials;
iii. Ensuring the security and overall management of the training;
iv. Providing training instructors and administrators;
v. Arranging industry or factory visit for the students once within a course period;
vi. Providing training facilities to industrial workers for improving their theoretical knowledge and skills;
vii. Ensuring industry standard quality of training through continuous improvement and amendment of training methodology;
viii. Providing representation in the Project Management Committee;
ix. Paying all the costs related to electricity;
x. Bearing machine maintenance & repairing cost.

3.1.2 Industry partner shall be responsible for:

i. Providing industry expert trainer for the students during a training;
ii. Arranging top management visit once every month to assess the progress of the students;
iii. Providing representative in the Project Management committee;
iv. Procuring an order from a customer to produce goods;
v. Providing all required raw materials for making the goods;
vi. Employing trainees in member factories of the association.

3.2 Measures undertaken by DTE

The training would become more effective, and PPP will run smoothly if measures like Monitoring & Evaluation are undertaken by the DTE.

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[9] *Explanatory note: Arrangements for sharing equipment, raw materials, etc., between the institute and the industry vary from case-to-case. For example, in the case of Graphic Arts Institute, the TVET institute provided the equipment while the industry partner took care of the raw materials. In Panchagarh, the TSC beared the cost of stipends and a part of training expenses. Here, the Bangladesh Technical Education Board (BTEB) certification is also an issue. For example, the curriculum in Panchagarh has been developed in cooperation with the industry partner but it has not been certified by the BTEB. However, PPP training can add value if its curriculum is certified by the BTEB.*

4. SOURCING of TRAINEES

4.1

4.2

5. PROJECT BUDGET

- Any expenses other than those provisioned in the Project Budget will be subject to prior approval of the Project Management Committee.
- After approval from the management committee, a budget will be prepared as per requirement.

6. TARGET GROUPS AND BENEFICIARIES

……

7. DURATION OF THE PROGRAMME

This programme will be conducted over a period of …….. years.

8. PROJECT MANAGEMENT COMMITTEE (PMC)

A Project Management Committee (PMC) will be formed to address and resolve major issues during the project period. Composition of Project Management Committee may vary.[10] However, its functions can be listed as follows:

- The PMC shall reserve the right to run, manage, and control the project and act as the main decision-making authority to ensure effective management of the Project.
- The PMC will have a periodic meeting at least once in every two (2) months, at a time at the institute or a place convenient to the committee. The meeting minute will be prepared and circulated by the institute partner.
- In the event of the urgent issue requiring an immediate decision, extraordinary meeting(s) shall be arranged accordingly.
- Person(s) other than the member of the PMC may also be present in the meetings as per the decision of the project parties.
- Any modification in major project issues shall be subject to the prior written approval of the authorized signatories.

9. COVENANTS

- During the term of this MoU, Complete training will be provided to a maximum of ……...
- Each batch will consist of…..Students; Subject to the consent of the Project Management Committee, the number may be increased or decreased.
- Detail implementation procedures for the execution of the project will be formulated by …….
- Any deviation from the Project Implementation Schedule, as detail in Annex I, shall be subject to the written approval of the Project Management Committee, and accordingly, the relevant provision of the MoU will be amended;
- Termination of the MoU at any point as per clause 8 below; shall not waive the obligations of the project parties arising till the date of termination.

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[10] *Explanatory note: According to the existing practice, the composition of PMC will vary from case-to-case. Usually, PMC will comprise of the representative of both the partners namely Principal/Head of the institute and the owner of the industry or a senior manager designated by the industry owner. Other members may include instructor or teaching staff of the concerned trade.*

10. EXPIRY, REVISION, AND TERMINATION

- This MoU shall be remained valid for a period of …….. years or till the completion training of a targeted number of students, whichever occurs later, starting from the date of signing of MoU.
- The term of this MoU may be extended, subject to the consent of the project parties.
- Revision and/or amendment of any provision of this MoU shall be undertaken through a written instrument signed by the authorized signatories as detail in clause 11.
- None of the project parties reserves the right to terminate this MoU without a prior notice of at least thirty (30) working days and a prior written consent of the Project Management Committee.

11. CONTACT PERSONS

On all matters arising from the Project, the respective contact persons will be as follows:

Organizations	Contact Person's
	From the Institute
	From the Industry partner

12. FORCE MAJEURE

- None of the Project parties shall be responsible for any failure to perform its obligations under this contract if it is prevented or delayed in performing those obligations by an event of Force Majeure.
- An event of Force Majeure is an event or circumstances which is beyond the control and without the fault or negligence of the party affected and which by the exercise of responsible diligence the party affected was unable to prevent provided that event or circumstances are limited to the following:
  (i) Riot, war, invasion, armed conflicts, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority.

  (ii) Earthquake, flood, lightening, storm, cyclone, tornado, or other physical natural disaster, but excluding weather conditions regardless of severity;

  (iii) Fire, explosion or chemical contamination, excluding those caused by the direct or indirect involvement of any of the Project Parties; and

  (iv) Strikes or industrial disputes at the national level, or strike or industrial dispute by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract;
- Where there is an event of Force Majeure, as defined above, the party prevented from or delayed in performing its obligations under this MoU must immediately notify the Project Management Committee, disclosing fully the particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that party from or delaying that party in performing its obligations under this MoU and that party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the MoU and to fulfil its or their obligations under this MoU.
- Upon completion of the event of Force Majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this MoU. Any amendment and/or revision of the Project Implementation Schedule detailed in Annex 3, resulting from the Force Majeure event, will be subject to a written approval by the Project Management Committee;
- An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that Force Majeure event, not does that event affect the obligation to make payments, in a timely manner, which matured before the occurrence of that Force Majeure event.

13. AUTHORIZED SIGNATORIES

The following persons shall be the Authorized Signatories of any documents related to this project.

Organizations	Authorized Signatory
Name of the institute partner	
Name of the industry partner	

14. ARBITRATION

- This MoU shall be construed and interpreted in accordance with and governed by the laws of the People's Republic of Bangladesh, excluding conflict of law's provisions.
- In the event or any dispute, difference and/or any claim in any matter or in connection with, or in respect of or relating to this MoU or any rights, obligations or liabilities or any interpretations of the terms of the MoU ("Dispute") any party shall be enlisted to give notice thereof to the other Party ("Dispute Notice"). The parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within seven (7) days after issuance of a Dispute Notice, then the Dispute will become referable to Arbitration. Such Arbitration shall be governed by the provisions of the Arbitration Law of Bangladesh, being the Arbitration Act 2001, or any statutory re-enactment or modification for the time being in force. The venue of Arbitration shall be (place of location of the training centre), Bangladesh. The Arbitration shall be held in the following manner:

  (i) All proceedings in any such arbitration shall be conducted in English;

  (ii) There shall be three (3) arbitrators who shall adjudicate upon the Dispute. Within thirty (30) days of the expiry of the above mentioned seven (7) days period, the party referring the Dispute to Arbitration shall appoint one arbitrator, and the other parties shall appoint an arbitrator. The third arbitrator shall be appointed by the two appointed arbitrators within fifteen (15) days of the appointment of the last two arbitrators;

  (iii) The Arbitration award made by all or the majority of the arbitrators shall be final and binding on the parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law.

15. CONFIDENTIALITY

- All Project Parties shall ensure that the confidentiality of all records, reports and other documents exchanged among the parties under the provisions of this MoU is maintained at all times and even after the expiration and/or termination of this MoU;
- Any public disclosure of any information related to the Project by any one party shall be subject to the prior consent of the concerned party or the Project Management Committee, as applicable. However, no such consent shall be unnecessarily withheld by any one party or the Project Management Committee.

For Institute Partner	**For Institute Partner**
Signature : Name : Designation : In witness of : Signature : Name : Designation :	Signature : Name : Designation : In witness of : Signature : Name : Designation :

Annex i

Project Implementation Plan

1.1. Name of the Course:

Name of the Occupation	Educational qualification of Trainee	Age Limit	Number of Seat/batch

1.2. Course Duration:
1.3. Assessment Procedure:
1.4. Certification:
1.5. Duration of the programme
1.6. Details of Project

Budgetary aspects relating to PPP programme:

Sl No	Items of expenditure	Cost to be borne by Institute	Cost to be borne by Industry	Total cost each batch	No of Batches	Total cost for the whole period
	1	3	4	5	6	7=5x6
1	Raw materials					
2	Machine Maintenance					
3	Utility Services					
4	Machine depreciation					
	Total:					
	Expenditure(%)					
Total cost (in words):						**BDT:**

Annex ii

Project Implementation Schedule

A. Routine of one week for the students is shown below:

B. Design of the programme (Theory Class) for the Staff of Institute Partner

Annex iii

List of the Machinery

SL No	Name of the Machine	Quantity
1		
2		
3		
4		

Annex iv

Comparison between Present and After PPP Situation in Terms of Cost (Institute Part)

Item	Present Situation	Situation to be achieved after PPP
Raw material cost/batch		
Quantity at used Raw material/batch		
Use at WS facility/batch		
Electricity cost/batch		

Annex v

Comparison

Benefits to be derived from the PPP programme

Comparison between Present situation and PPP situation of in the institute partner:

Item	Present Situation	Situation to be achieved after PPP
Raw Materials cost	High	Low
Product being produced in WS	Unused	Finished product
Confidence of students	Low	High
Job Opportunity	Minimum	Maximum
Self-employment	Low possibility	High possibility
Student skill level	Compensatively low	High
Relation with Industry	Low	Developed
Purpose of practical in Workshop	Academic purpose	Finished product for marketing
Dropout rate	High	Low

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