

MEMORANDUM OF AGREEMENT (MoA)

On

Training of Youth under NVQ Level 3/4
Vocational Training Programmes

Between

Department of Samurdhi Development (DSD),
represented by the Divisional Secretary

&

.....(Name of Vocational Training Institute
registered under TVEC for the year
2026).....

THIS AGREEMENT is made and entered into at , Sri Lanka, on this day of 2026, by and between:

THE DEPARTMENT OF SAMURDHI DEVELOPMENT (DSD), represented herein by the Divisional Secretary of the Division of , having its principal office at (address), hereinafter referred to as "DSD", which term shall include its successors and assigns;

AND

[NAME OF VOCATIONAL TRAINING INSTITUTE REGISTERED UNDER TVEC FOR THE YEAR 2026], having its registered office at [Address], duly registered under the Tertiary and Vocational Education Commission (TVEC) for the year 2026, hereinafter referred to as "THE TRAINING INSTITUTE", which term shall include its successors and assigns.

Collectively referred to as "the Parties."

1. PREAMBLE

- WHEREAS the Department of Samurdhi Development is mandated to uplift and empower low-income families through skills development and livelihood opportunities;
- AND WHEREAS the Government of Sri Lanka has identified vocational skills training as a national priority for improving employability and sustainable livelihoods;
- AND WHEREAS the Department of Samurdhi Development, with Cabinet and Ministerial approval, has initiated programmes to provide training opportunities for youth from Samurdhi families through vocational training institutes registered under TVEC for the year 2026;
- AND WHEREAS the Divisional Secretary, on behalf of DSD, is authorized to finance the training of eligible youth through such accredited training institutes;
- NOW THEREFORE, the Parties agree as follows:

2. OBJECTIVES

- 2.1 To provide NVQ Level 3/4 certified vocational training in any approved field of study through TVEC-accredited institutes registered for the year 2026 to eligible youth selected by the DSD.
- 2.2 To enhance employability of Samurdhi youth by equipping them with industry-recognized skills.
- 2.3 To ensure efficient use of government resources by funding approved training programmes.
- 2.4 To certify all successful youth trainees with nationally recognized NVQ qualifications.

3. OBLIGATIONS OF THE DIVISIONAL SECRETARY (DSD)

- 3.1 Select eligible youth beneficiaries in accordance with DSD criteria.
- 3.2 Provide financial support for each selected trainee up to Rs. 50,000/- (Fifty Thousand Rupees) per youth. (Including registration and course fees)
- 3.3 In special cases, with the approval of the District Secretary, financial support may extend up to Rs. 100,000/- (One Hundred Thousand Rupees) per youth. (Including registration and course fees)
- 3.4 Release funds either directly to the youth or directly to the Training Institute, as deemed appropriate.
- 3.5 Monitor programme implementation at divisional level, including trainee attendance and completion.
- 3.6 Coordinate with Training Institutes for periodic review and reporting.
- 3.7 In the event a selected youth withdraws or abandons the training programme before completion, the Divisional Secretary shall have the right to nominate and place a replacement youth in consultation with the Training Institute, ensuring the continuation of the programme and the proper use of allocated funds.

4. OBLIGATIONS OF THE TRAINING INSTITUTE

- 4.1 Deliver training strictly in line with TVEC-approved curricula and NVQ standards.
- 4.2 Provide adequate infrastructure, trainers, and facilities to ensure quality delivery.
- 4.3 Ensure all trainers are accredited and follow prescribed standards.
- 4.4 Maintain accurate trainee records (enrollment, attendance, progress, completion).
- 4.5 Facilitate On-the-Job Training (OJT) placements in collaboration with industry partners where applicable.
- 4.6 Issue NVQ certificates (jointly with TVEC as applicable) to successful trainees.
- 4.7 Submit regular progress and financial reports to the Divisional Secretary.
- 4.8 Use funds solely for the agreed training programme.
- 4.9 Accept replacement students nominated by the Divisional Secretary in cases of trainee drop-out, without additional cost to DSD.

5. FINANCIAL ARRANGEMENTS

- 5.1 The Divisional Secretary shall release funds up to the approved ceiling per trainee.
- 5.2 Payments shall be made either in installments based on progress or in a lump sum, subject to verification of enrollment and training commencement.
- 5.3 The Training Institute shall maintain transparent financial records, open for inspection by the Divisional Secretary, District Secretariat, or DSD auditors.

5.4 Training Institute shall ensure that replacement students, if any, are trained under the same financial arrangements as the originally selected students, without demanding additional payments from DSD.

6. DURATION AND TERMINATION

6.1 This Agreement shall remain valid for the 2026 training programme covering the selected batch of trainees, unless extended in writing.

6.2 Either Party may terminate this Agreement with one (01) month's written notice, provided ongoing commitments are duly settled.

6.3 In case of misconduct, misuse of funds, or failure to adhere to NVQ/TVEC standards, DSD reserves the right to terminate the Agreement with immediate effect.

7. CONFIDENTIALITY

Both Parties shall maintain confidentiality of trainee data, financial records, and any other sensitive information shared under this Agreement.

8. DISPUTE RESOLUTION AND GOVERNING LAW

Any disputes arising shall first be resolved amicably at the divisional level. Failing such resolution, the matter shall be referred to the District Secretary. As a final resort, disputes shall be resolved under the Arbitration Act No. 11 of 1995. This Agreement shall be governed by the laws of Sri Lanka.

9. FORCE MAJEURE

Neither Party shall be liable for non-performance due to causes beyond reasonable control, including natural disasters, pandemics, or regulatory changes.

10. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Parties. Amendments, if any, must be made in writing and signed by both Parties.

IN WITNESS WHEREOF

The Parties hereto have signed this Agreement on the date first above written.

For and on behalf of the Department of Samurdhi Development
Divisional Secretary, Division

Signature:

Name:

Designation: Divisional Secretary, Division

For the Vocational Training Institute registered under TVEC for the year 2026

Signature:

Name:

Designation:

WITNESSES

1. Signature:

Name:

Address:

NIC No:

2. Signature:

Name:

Address:

NIC No: