



NATIONAL CONSTRUCTION
AUTHORITY

ISO 9001:2015 Certified

**ACCREDITED CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD) /CONTINUOUS
TECHNICAL DEVELOPMENT (CTD) TRAINING PROVIDER COMMITMENT
AGREEMENT**

THIS AGREEMENT is made and entered into on the _____ day of _____

BETWEEN

NATIONAL CONSTRUCTION AUTHORITY, a state corporation established under the National Construction Authority Act No. 41 of 2011, having its principal place of business located at 9th Floor KCB Towers Building, Upper hill and its address of service as P.O. Box Number 21046-00100 Nairobi, Kenya (hereinafter referred to as “NCA”);

AND

_____ (Organization Authorized Representative), on behalf of _____ (Organization) having its principal place of business located at _____ and its address of service as P.O. Box Number _____ Kenya. (hereinafter referred to as the “Training Provider”)

(Hereinafter all referred to us “Parties”)

The parties hereto agree to abide by the Terms and Conditions set out below:

THE TERMS AND CONDITIONS:

1. DURATION

This Agreement shall be effective from (Hereinafter referred to as ‘the commencement date’) and the Agreement shall be for a duration of one (1) year from 1st July 2019 to 30th June 2020.

2. PURPOSE OF THIS AGREEMENT

This Agreement is for the purpose of clearly specifying the roles, responsibilities and obligations of both Parties. By signing this agreement the Training Provider confirms their understanding and acceptance of the terms and conditions and agrees to adhere to the requirements herein.

3. SCOPE OF WORK

- a) All trainings are guided by NCA's Financial Year 2019/2020 (Financial Year) Training Theme: "Capacity building for the construction industry towards achievement of The Big Four Agenda".
- b) All trainings will be conducted as per the approved training content and adhere to the approved programme and calendar.

4. OBLIGATIONS

The National Construction Authority shall:

- a) Generate the Financial Year consolidated CPD/CTD providers calendar which will be posted on the NCA website and social media platforms. The calendar will indicate the training program, target group, date and venue of trainings and the contact details for the respective accredited CPD Providers.
- b) Populate one Bulk SMS at the beginning of the Financial Year to the contractors, construction workers and site supervisors within the NCA database and refer them to the NCA website for their respective calendars.

The Accredited CPD/CTD training providers

- a) The Training Provider shall allow access to NCA officers to conduct due diligence activities on their offices/sites/premises as and when necessary. Prior communication will be done in advance.
- b) The Training Provider shall advertise and publicize (bulk SMS, emails, print media, etc.) their approved trainings at their own cost.
- c) The Training Provider shall not use the NCA Logo in any form or manner when advertising or publicizing their trainings but may only mention the number of CPD Points to be awarded by NCA when advertising their trainings.
- d) The Training Provider shall allow for a maximum of two (2) NCA officers to sit in the trainings as part of the monitoring and evaluation process to ensure the trainings are conducted as accredited.
- e) The Training Provider shall maintain records of the successfully trained and certified participants for award of NCA CPD/ CTD Points as per the provided NCA LOG-Form. The signed & stamped NCA LOG-FORM shall be submitted (in soft copy in MS Word or MS Excel format) together with copies of the signed attendance registers at most three (3) days after each training.
- f) The Training Provider shall inform the training participants of the requirement to pay the requisite Administrative Fee of Kshs. 1,000 to NCA for the award of the CPD Points due for that particular training. The participant shall qualify for award of NCA CPD Points once the Administrative fee has been paid.

- g) The Training Provider may also opt to pay the requisite Administrative Fee of Kshs. 1,000 to NCA on behalf of the contractors who attend their training.
- h) If the Training Provider wishes to make any revisions or changes to the approved training program or calendar it should do so in writing 30 working days prior to the training day to allow for evaluation and approval of the changes. In cases where the changes are of a magnitude that NCA deems that it will change the scope and nature of the programs or calendar then the Training Provider is to make a fresh application for accreditation in the next Financial Year once the Call for Applications has been populated.

3. GENERAL PROVISIONS

a) ASSIGNMENT OF CONTRACT

Neither this Agreement nor any rights or obligations hereunder may be assigned by either NCA or the Training Provider without the prior written consent of the other party, which consent shall not be unreasonably withheld.

b) SETTLEMENT OF DISPUTES

NCA and the Training Provider agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, by amicable settlement.

Where it is not possible to reach an amicable settlement within a period of fourteen (14) days, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

c) GOVERNING LAW AND LANGUAGE

This Agreement shall be construed in accordance with and governed by the Laws of the Kenya. The language of the Contract shall be English.

d) TERMINATION

This Agreement may be varied, altered or cancelled by mutual written agreement of both parties provided that notice is given in writing within thirty (30) days of the said variation. Either party shall serve the other with a written notice expressing its intention to terminate this Agreement within thirty (30) days in which event the Agreement will stand terminated.

e) INDEMNIFICATION

The Training Provider shall at all times indemnify NCA fully against any claims, actions, damages, losses, harm, damages, expenses and payments howsoever suffered or incurred by NCA as a result of any negligent or careless act of omission or commission by the Training Provider's employees or agents in carrying out its obligations contemplated under this Agreement and/or arising by virtue of any breach by the Training Provider or its employees or agents of any of the terms of this Agreement.

f) FORCE MAJEURE

The obligations of each of the Parties under this Agreement shall be suspended during the period and to the extent that such Party is prevented or hindered from complying with them by Force Majeure.

In this clause, the term "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, war, terrorist activities, riot, fire and compliance with any law or governmental rule order or direction (whether or not having the force of law) provided that lack of funds shall not constitute Force Majeure.

In such event such Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and its cause. Any of the Parties whose obligations are suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.

g) AMENDMENT

No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing on or after the date of execution of this Agreement by both parties and executed by both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed this.....day of.....2019.

SIGNED for and behalf of

NATIONAL CONSTRUCTION AUTHORITY:)

)

By:-)

Ag. EXECUTIVE DIRECTOR)

)

)

)

-----)

Eng. Maurice Akech)

I certify that I was present and saw the Ag. Executive Director, duly sign this Agreement:

Name:

Address:

Occupation:

Signature of Witnesses:

SIGNED for and behalf of)

(Name of Organization))

)

By: -

)
)
)
)
)
)

.....
(Organization Authorized Representative

)

I certify that I was present and saw the **(Organization Authorized Representative)**
, duly sign this Agreement:

Name:

Address:

Occupation:

Signature of Witnesses:

ANNEXURE 1

Accredited CPD/CTD Training Providers Contact Information

Contact Name & Title: _____

Address: _____

Phone: _____ Email: _____

Signature of Authorized Representative _____

Date _____

Name of NCA Authorized Representative _____

Signature & Date _____

ANNEXURE 2

Form A01

(To be completed by CPD Training Providers)

Category (e.g. seminar, conference, Tour etc)	Date(s) of Event	Title of Event Attended or CPD Activity Involved	Event Organizer (s)	Approved CPD points

ANNEXURE 3

Form A02

(Contractors' details to be submitted in soft copy in MS Word or MS Excel Format)

No.	NAME (IN CAPITAL LETTERS)	FIRM/ COMPANY NAME (IN CAPITAL LETTERS)	NCA REG. NO.	POSITION IN COMPANY	Phone No.	Email	Certificate Serial No.
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

ANNEXURE 4

ATTENDANCE REGISTER FOR CPD SEMINAR HELD FROM (Date)

TO (Date) AT (Venue/Location)

No.	NAME (IN CAPITAL LETTERS)	FIRM/ COMPANY NAME (IN CAPITAL LETTERS)	NCA REG. NO.	POSITION IN COMPANY	Phone No.	Email	Signature
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							