



Livelihoods Sector

Thematic Guidance Note - Work Based Learning

Overview: Work-based learning (WBL) refers to all forms of learning that takes place in a real work environment. Apprenticeships (formal and informal), internships/traineeships and on-the-job training are the most common types of work-based learning. These types usually – but not always – combine elements of learning in the workplace with classroom-based learning. It demands close collaboration between social partners, enterprises, public authorities and TVET institutions¹.

In areas where market demands are constantly changing, WBL can offer adapted and cost-efficient ways of training and have the potential to reduce skills mismatch between the labour hand and the private sector and could offer opportunities to underprivileged groups. Moreover, WBL offers new entrants into the labour force, such as women who have been out of work due to cultural, familial, or structural constraints, opportunities to have a smoother transition into the labour market. The duration of the WBL can range from 6 weeks to 12 months².

Definitions of key terms:

WBL can include programmes that are variously known by a wide range of terms, in Lebanon the terms that are mostly used are:

Internship: is a type of on-the-job training where the intern receives practical application of the learned theories and knowledge in a professional site³. The term might be used for opportunities in mid-level occupations.

Apprenticeship: a unique form of technical vocational education and training (TVET), combining on-the job training and off-the-job learning, which enables learners from all walks of life to acquire the knowledge, skills and know-how required to carry out a specific occupation.⁴

On-the-job training: is training which takes place in the normal work environment. It is the most common type of work-based learning throughout an individual's working life.⁵ The term might be used to refer

Purpose of the guidance note:

The importance of Work-based learning was highlighted in the 2022 Livelihoods Sector strategy where emphasis was made on 1) the importance of strengthening the linkages between market-based skills training (i.e., vocational training) and work-based learning opportunities to enable beneficiaries to be competitive in the labour market and 2) strengthening the linkages between work-based learning and support to businesses. As such, it was deemed important to produce the Work-Based learning guidance note while ensuring that it reflects on the current context⁶. It aims to provide guidance to Livelihoods sector partners implementing or planning to implement these activities to ensure coherence and consistency and to encourage coordination and complementarity between projects. To this end, partners are highly encouraged to link between their planned/ongoing WBL projects and activities supporting businesses in a way that the WBL intervention can serve in providing the needed knowledge and skills for the beneficiaries as well as providing temporary, needed,

¹ https://www.ilo.org/skills/areas/skills-policies-and-systems/WCMS_465065?lang=en

² https://www.ilo.org/wcmsp5/groups/public/---ed_emp/---ifp_skills/documents/publication/wcms_748751.pdf

³ National Association of Colleges and Employers,

⁴ https://www.ilo.org/global/topics/apprenticeships/WCMS_743634/lang--en/index.htm

⁵ https://www.ilo.org/wcmsp5/groups/public/---ed_emp/---ifp_skills/documents/publication/wcms_565923.pdf

⁶ The guidance note was produced by a task force from the Livelihoods sector core group members namely, ACTED, IRC, Mercy Corps, DRC, UN Women and UNDP



labour hand to the businesses. While designing different WBL, it is important that national labour laws and international standards are followed to ensure a do no harm approach.

Main objectives of work-based learning programmes⁷

- Provide workers with knowledge, skills and qualifications needed in a changing work environment.
- Address skill shortages, reduce skills mismatch, and foster lifelong learning.
- Help employers raise the level of the workforce skills according to their needs.
- Provide target population including vulnerable groups (youth, women, and persons with disabilities) with qualifications facilitating their access to the labour market and increasing labour market mobility.
- Reduce the incidence and duration of unemployment.
- Promote faster and more efficient school-to-work transitions.
- Support economic growth, competitiveness, and productivity.
- Enhance the inclusion of all marginalised groups in the labour market.

Key guidance principles⁸

- Fostering a timely review of programmes.
- Ensuring qualifications and skills provided match evolving labour market demands.
- Providing skills that facilitate occupational mobility of beneficiaries.
- Fostering close collaboration, consultation, alliance, and dialogue among relevant stakeholders, especially training institutions, employers, business stakeholders and professional associations.
- Continuous review of occupations and skills within each occupation to ensure relevance of work-based learning.
- Have a clear learning objective, and a Capacity Building Plan with defined objectives for each beneficiary.
- Ensure supervision by a focal point from the Workplace (could be the owner of the Workplace or a qualified staff).⁹
- Third parties (such as I/NGOs) should constantly monitor the progress of the beneficiary conducting regular visits to the site.¹⁰
- Third parties (i.e., I/NGOs) should always ensure that no one is left behind, and to make sure that the workspace is accessible to people with disabilities and to make sure that women workers are included from the design stage of the intervention.
- Third parties (i.e., I/NGOs) should ensure a workspace that prevents all forms of sexual abuse, exploitation, and harassment and that complaint and feedback mechanisms are in place and clearly explained to beneficiaries.
- Insurance for beneficiaries is mandatory and shall be covered by I/NGOs or hosting businesses.
- Trainings on Occupational Safety and Health (OSH) must be organised by the Workplace/I/NGOs/MoL
- Providing safe transportation and childcare support to women are mandatory and should be considered from the design phase of the intervention.

Selection of Workplace¹¹

- Organisations are encouraged, when and where possible, to select formal workplaces that (a) have the capacity to cover part of the stipend to the beneficiary (b) have the capacity to generate new jobs-growth capacity.
- Where possible compensate the cost to the employer for providing the WBL such as usage of material and cost of trainer's dedication.

⁷ https://www.ilo.org/wcmsp5/groups/public/---ed_emp/---ifp_skills/documents/publication/wcms_218209.pdf

⁸ https://www.ilo.org/wcmsp5/groups/public/---ed_emp/---ifp_skills/documents/publication/wcms_218209.pdf

⁹ See Contract/Agreement section

¹⁰ See Contract/Agreement section

¹¹ The workplace should respect OSH measures as per decree #11802 issued in 2004;
<http://www.legallaw.ul.edu.lb/Law.aspx?lawId=245612>



- When needed and possible, beneficiaries could also suggest and identify employers near their places of residence where they might feel safer, under the condition that the suggested workplace is checked and approved by the I/NGO.
- Organisations and entities must ensure that the workplace respects the standards of accessibility, and decent work conditions.

Financial Incentives:

Please refer to the “National Recommendations on provision of Financial Incentives for Skills Trainings”

Contract/Agreement:¹²

- A WBL contract/agreement should be signed by both the host company and beneficiaries and shall include roles and responsibilities for both parties and ensure Decent Working Conditions are met.¹³
- If I/NGOs or other organisations are paying the additional payment of the beneficiaries, these must be part of the contract with the conditions whereby the payment is to be granted (such as an attendance rate)
- The arrangement with employers should include clear responsibilities of the employers to provide tutoring and a person should be appointed to supervise the WBL
- The contracting party (I/NGOs, UN agencies, etc..) has the authority to inspect the site to assure that the tutoring is carried out according to the Contract/Agreement, to avoid exploitation of beneficiaries and ensure that the WBL meets the skills development purposes.
- A complaints mechanism must be in place
- Additional provisions for minors between 16 and 18 must be included in the Contract/Agreement¹⁴ (e.g., Workers under 18 years of age are prohibited from working more than 6 hours per day and beyond normal hours of work; one hour break if daily work exceeds 4 continuous hours, etc..)¹⁵
- Minors under 16 are not allowed to be engaged in WBL
- Protection from Sexual Exploitation and Abuse (PSEA)¹⁶ should be respected in the workplace, minimum standards for PSEA should also be in place including a clear mechanism of reporting.

Annexes and useful resources

- Annex 1: Sample – Work-based Learning Contract
- Code of Conduct for Employers Implementing Work-Based Learning Programmes - https://www.ilo.org/wcmsp5/groups/public/---arabstates/---ro-beirut/documents/publication/wcms_764476.pdf
- ILO Guide on Work-based Learning https://www.ilo.org/beirut/publications/WCMS_862468/lang--en/index.htm (English); [التعلم القائم على العمل في التعليم والتدريب التقني والمهني – دليل تنفيذي للممارسين في لبنان \(ilo.org\)](https://www.ilo.org/beirut/publications/WCMS_862468/lang--ar/index.htm) (Arabic)

¹² See Annex, WBL Contract attached

¹³ As per the decree for training #11019 issued 7/10/1968 referred to above and the Decent work agreement, <http://www.legallaw.ul.edu.lb/Law.aspx?lawId=205654> So far, there is not a specific convention or definition of decent working conditions for the ILO. DWCs we refer to in the document include working hours and conditions (to ensure beneficiaries are not exploited in terms of hours worked); ensuring no forced labour or child labour exists in the establishments/workplaces; exposure to hazardous materials is properly regulated; OSH issues are properly addressed and ensure insurance covers the interns/apprentices

¹⁴ Refer to the list of professions/ jobs that minors can exercise and exclude those that are not allowed as per the Decree #8987 issued in 2012 by MoL; <http://www.legallaw.ul.edu.lb/Law.aspx?lawId=233095>

¹⁵ https://www.ilo.org/dyn/travail/travmain.sectionReport1?p_lang=en&p_countries=LB&p_sc_id=1001&p_year=2011&p_structure=2

¹⁶ Protection from Sexual Exploitation and Abuse refers to the measures and standards set to protect people of concern/beneficiaries from sexual exploitation and abuse perpetrated by individuals seen to have a greater power (in this case it could be employers and/or trainers and/or other employees...)



Annex 1 Sample - Work Based Learning Contract¹⁷

Article 1 - Signatories

This WBL contract is signed by three parties, hereinafter referred to as the “Host company”, the “Learner” and the “I/NGO”

a. First Party

Name of the I/NGO: _____

Name and title of the signatory: _____

Address: _____

Phone number: _____

b. Second Party - Host Company

Name of the Host Company: _____

Name and title of the signatory: _____

Address: _____

Phone number: _____

c. Third Party - Learner

Name of Learner: _____

Date of birth: _____

Gender: _____

Address: _____

Phone number: _____

If below 18 years old*, name and contact details of the legally responsible parent/guardian: _____

Emergency contact person (if different from Guardian): _____

¹⁷ The contract should be in Arabic language



Highest diploma: _____

*Should not be below the age at which school attendance ceases to be compulsory, which shall not be less than 16 years.

Article 2 - Purpose of the Work Based Learning Contract

The parties have agreed upon the following:

“The purpose of the contract is the training of the Learner in the following occupation:
_____, through Work Based Learning programme jointly implemented
by the Host Company in coordination with and under the supervision of the I/NGO.

For this contract, “Work Based Learning” is defined as a unique form of vocational education, combining on-the-job and off-the-job. The Work Based Learning programme is designed specifically on defined skills, knowledge and competencies linked to occupational work processes.

The Work Based Learning programme is regulated by the Lebanese national law that the present contract can in no case overrule. In addition, the Humanitarian principles and International Labour Standards also apply to this Work Based Learning.

It focuses on competencies previously agreed jointly by the Host Company and the I/NGO annexed to the contract (the training plan).

The duration of the Work Based Learning (determined in advance) is the following _____ (at least 1 week), with the following schedule:

On a daily or weekly basis (please describe the exact arrangement):

Time spent in the company: _____

Other: _____

A probationary period of _____ (maximum 14 days) should also be predetermined.

Any prior training undergone by the learner in a technical or vocational school should be duly considered.

The on-the-job component of the Work Based Learning programme will be implemented in no more than 36 hours per week. Learners under 18 years of age will not be allowed to learn and work overtime. The Learner is allowed for 15 days of absence in a year either as sick leave or for other reasons. If the total absence exceeds the 15 days, the training duration can be extended for equivalent period¹⁸.

¹⁸ https://www.ilo.org/wcmsp5/groups/public/---arabstates/---ro-beirut/documents/publication/wcms_764476.pdf



If for extraordinary reasons, the Learner was asked to work overtime (not applicable for children), the maximum hours of work in the week may be so arranged that hours of work in any day do not exceed ten hours. The rate of pay for the additional hours of work permitted shall not be less than one-and-a-half times the regular rate. In addition, the learner should receive compensatory time off for the work done in overtime if he/she worked during the weekly rest period.

This training includes a daily allowance remuneration, to be paid by the I/NGO or the Host company (to be specified) to the Learner/Trainee, on a weekly basis for his or her time at the Host company. The daily allowance can cover transportation costs, food-snacks, care givers...¹⁹.

The Learner will benefit from social protection at the same level as other workers, namely of the following insurances: Medical and occupational accidents, disability, and life insurance. In principle, this should be covered by the host company, but in the case that this is not feasible, the I/NGO should cover it.

At the end of the Work Based Learning programme the Learner will be granted a certificate of achievement signed by I/NGO and Host company.

Article 3 - Roles and responsibilities of the Host company

The Host company undertakes the following responsibilities:

- The Host company agrees to ensure that a qualified master craftsperson is available to train the Learner. In some cases, more than one master craftsperson might be responsible for the training of the Learner. The responsibilities of the master craftsperson within the training programme are stipulated in his/her job description. The name and contact details of the master craftsperson(s)/supervisor(s):

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

- The Host company agrees to provide a safe and healthy environment to the Learner and to provide Occupational Safety and Health training relevant to the occupation.
- The Host company agrees to provide a suitable working environment and decent working conditions, which does not discriminate against anyone and is free of harassment. The Host company agrees to act immediately on harassment cases when they occur.
- The Host company provides the Learner with the relevant clothes, equipment and tools required to perform his/her duties. In case this is not feasible, the I/NGO should provide these tools.

¹⁹ Refer to “National recommendations on Provision of financial incentives for skills training”



- The Host company agrees to pay (to be removed if the I/NGO is paying the Stipend) the Learner a fair stipend for the work done, as stipulated under article 2 of the present contract. The Host company will continue to provide the Learner with this stipend in case of absence due to an illness or injury for the full period of allowed sick leave specified in article 2 above.
- The Host company agrees to offer a flexible schedule to the Learner so that they may attend off-the-job learning in the Training Organisation (if applicable) as established in the training schedule defined under article 2.
- The Host company agrees to inform the I/NGO of any accidents or illnesses of the Learner.
- The Host company agrees to ensure the Learner will benefit from the relevant insurance policies like other workers.
- The Host company agrees to link with the I/NGO on a regular basis to jointly monitor the Learner's progress against the agreed elements and competencies annexed to this contract.
- The Host company agrees not to demand payment from the Learner for any material that he/she might have broken or damaged accidentally.
- The Host company should make sure that their materials are properly stored to avoid any missing or stolen items during the training period.
- The Host company agrees to accommodate the possible disabilities of the Learner through workplace arrangements and changes to the learning processes.
- If the stipend is paid from the I/NGO through the host company, the latter should make the payment in the same currency received from the I/NGO.

Article 4 - Roles and responsibilities of the Learner

- The Learner agrees to come to the workplace on time, to respect and implement internal company rules and to comply with the instructions given by the Master craftsperson supervising him/her. In particular, the Learner agrees to comply with all regulations related to Occupational Safety and Health (e.g., wearing protective clothing and implementing safety measures).
- The Learner agrees to take care of materials, tools and equipment of the company he/she is using to ensure they will be neither stolen or damaged.
- The Learner agrees not to share any confidential information he/she might have learned about during the training.
- The Learner agrees not to engage in other working/financial activities outside of the Host company unless otherwise agreed with the Host Company.
- The Learner agrees to comply where the work in view calls for special physical qualities or mental aptitudes these should be specified and tested by special tests. The cost of the medical examination is on the charge of the Host company.
- The Learner agrees not to miss days of work without a valid reason and to notify immediately the Host company of any absence. In case of illness, the Learner agrees to inform the Host company of the justification for his/her absence.

Article 5: Description of the roles and responsibilities of the I/NGO

- The training Organisation agrees to nominate the following focal point for the implementation of this Learning programme:

Name: _____

Title: _____



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- The I/NGO agrees to provide additional support, if and when necessary, to Learners with disabilities.
- The I/NGO agrees to pay (to be removed if the Host company is paying the Stipend) the Learner a fair stipend for the work done, as stipulated under article 2 of the present contract. The I/NGO will continue to provide the Learner with this stipend in case of absence due to an illness or injury for the full period of allowed sick leave specified in article 2 above.
- When possible, the I/NGO will provide the Host company with in-kind support such as toolkits.
- The I/NGO is not responsible for any theft or damaged items related to the Host company.
- The I/NGO is responsible for following up with both the Learner and the Host company to ensure adherence to the learning plan.

Article 6 Complain Mechanism

- The confidentiality of the complaint mechanism should be respected by all parties to this contract.
- Any complaint related to GBV²⁰ harassment can be reported to the following number or email: _____
- Any conflict between the master craftsman and the Learner should be reported to I/NGO and the Host company,
- The Learner or the Host company can complain directly to the I/NGO through the focal point identified in the contract on following number or email: _____

Article 7 Settlement of Disputes and Early Termination of the Contract

- The three parties agree to attempt to settle possible disputes amicably. If a mutually agreeable solution cannot be found, a mediation process will take place between the opposing parties, managed by a mediator of their choice. Engagement of the mediation process shall not preclude resort by either party to judicial means if no solution can be reached by mediation.
- The initial training relationship may be terminated without notice at any time during the probationary period by either the Host company or the Learner. After this period, the contract can be broken by either party only with a 2 weeks' notice, and for valid reasons. Notice of termination must be given in writing and state the reasons for termination.

Signatures

By signing this contract, all parties accept its terms and conditions and agree to abide by them. This contract is written from triplicate and each party receives a copy.

Learner _____ Date _____

Host Company _____ Date _____

I/NGO _____ Date _____

²⁰ Gender Based Violence: An umbrella term for any harmful act that is perpetrated against a person's will and that is based on socially ascribed differences between males and females (i.e., gender). It includes acts that inflict physical, sexual, or mental harm or suffering, threats of such acts, coercion, and other deprivations of liberty.