**APPRENTICESHIP AGREEMENT WITH A MINOR APPRENTICE AND A SURETY**

**THIS AGREEMENT** made at……………on this…………day of………20…… between ………Company Ltd., company incorporated under the Companies Act, 1956 and having its registered office at..........(hereinafter called "the Employer") of the FIRST PART, Shri.............son of of Shri……………….resident of……………(hereinafter called "the Apprentice") through Shri ……………….son of late Shri..................resident of as the natural guardian of apprentice (hereinafter called "the Guardian") of the SECOND PART and Shri ……………….son of Shri ……………….resident of................(hereinafter called "the Surety") of the THIRD PART.

**WHEREAS** at the request of the guardian, the employer has agreed to engage Shri ………………. as an apprentice for apprenticeship training in the trade of ……………….in his establishment on the terms and conditions hereinafter appearing.

**NOW THIS DEED WITNESSES AS UNDER**:

(1) The employer hereby agrees to engage Shri………………..as apprentice in the trade of for a period of ………………years of commencing from the………………..and the apprentice hereby agrees to serve the employer as an apprentice.

(2) The employer shall duly instruct the apprentice in the trade of at its factory and shall pay to the apprentice a stipend of. Rs. ………………per month during the apprenticeship term.

(3) The father and the apprentice hereby respectively covenant with the employer as follows:

(a) that the apprentice shall faithfully and diligently, to the utmost of his power and skill serve the employer during the whole of the said term at ……………… and shall obey the lawful orders of the employer's manager, or any other superior officer nominated by the employer.

(b) that the apprentice shall devote the whole of his time during the business hours of the said employer at all times during the said term and shall without absenting himself (except for just and reasonable causes and on securing leave in writing from competent officer before hand) carry out the duties entrusted to him and shall abide by the rules, regulations of the Employer.

(c)that the apprentice shall attend practical and instructional classes regularly and shall learn his trade conscientiously and diligently and endeavour to qualify himself as a skilled craftsman before the expiry of the period of training.

(d)that the apprentice shall indemnify and compensate the employer against all losses or injuries resulting from the breach of any covenant hereto by him.

(4) The employer shall employ the apprentice as a ………………in the said trade at a monthly remuneration of……………… after the apprentice duly and faithfully completes the apprenticeship training.

(5) If the apprenticeship agreement is terminated before the expiry of period of apprenticeship training, the amounts as stated in Schedule shall become payable by one party to the other according to the failure on the part of the employer or the apprentice.

(6) The surety covenants and - undertakes to indemnify and compensate to the full extent for all losses or damages that might result due to the breach of the foregoing covenants of the father and the apprentice.

(7) In respect of what is not expressly provided herein, the rights and liabilities of the apprentice and the employer shall be governed by the provisions of the Apprentices Act, 1961 and Rules framed thereunder.

(8) This contract of apprenticeship shall be submitted to the Apprenticeship Adviser within seven days from the date of the se presents, for registration under the Apprentices Act, 1961.

**IN WITNESS WHEREOF** the parties hereto have executed these presents, the day and year first above written.

**Schedule**

**WITNESSES**

1. Signed and delivered by the within named employer........through the authorised signatory Shri……………….................... vide Resolution of its Board of Directors passed on day of Signed and delivered by the within named apprentice Shri ................
2. Signed and delivered by the within named surety Shri ...........................