**DEED OF APPRENTICESHIP BETWEEN AN EMPLOYER AND GUARDIAN OF A MINOR APPRENTICE**

**THIS DEED OF APPRENTICESHIP** made at……………this………day of…………20………between M/s…………a partnership firm registered under the Partnership Act, 1932 and having its place of business at..............(hereinafter called the "Employer") of the ONE PART and Shri A son of…………resident of………acting through his father (hereinafter called the "Father") of the OTHER PART

**WHEREAS**

(1) The apprentice is a minor aged about 16 years and the father has requested the employer to engage Shri………………(hereinafter called the "Apprentice") as an apprentice for training in the trade of……………….. in his factory.

(2) The employer has agreed to engage the said Shri ………as an apprentice in his factory at ……………on the terms and conditions hereinafter appearing

**NOW THESE PRESENTS WITNESSES AND IT IS MUTUALLY AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:**

(1) The Employer hereby agree to engage the apprentice in the trade of as an apprentice and the apprentice agrees to be bound as an apprentice to the employer.

(2) The apprenticeship training shall be for a period of.………..months and shall start on……………….If the apprentice is unable to complete the apprenticeship course within the said period or to take the final test owing to illness or other circumstances beyond his control, the employer shall extend the period of his apprenticeship until the full apprenticeship course and the next test is held, if so required by the apprenticeship adviser. Similar extension of the period of training can be allowed by the employer in case the apprentice fails in the final test after having completed the course. In case the apprentice fails in the second test, he shall not be allowed any extension of the period of training.

(3)The father hereby declares that no other apprenticeship contract subsists between the apprentice and any other employer and undertakes that the apprentice shall not enter into any contract of apprenticeship with any other employer during the subsistence of this contract of apprenticeship.

(4) In consideration of a sum of Rs………………(Rupees……………….. only) paid by the father to the employer (a receipt whereof the employer hereby acknowledges) the employer hereby covenants as follows:

(a) that he will impart training to the apprentice in the trade of………………..

(b) that he will pay Rs………………per month to the apprentice during the first year of the apprenticeship and Rs……………per month during the second year of the apprenticeship to meet his cost of boarding and other necessities of life and will provide him with free housing accommodation;

(c) that he will not require the apprentice to work beyond the maximum hours fixed and will grant him the leave of absence of ..... days every year;

(d) that he will not inflict any corporal or other punishment on the apprentice;

(e) that he will allow the father and other relatives of the apprentice to meet him at all reasonable times;

(5) The father covenants with the employer as follows:

(a) that the apprentice will work for…………hours daily at the employer's factory and will sign muster roll when he comes to work at the factory and when he leaves;

(b) that the apprentice will obey and carry out all orders given by the employer and superiors in the factory and will attend practical and instructional classes regularly;

(c) that the apprentice will learn his trade conscientiously and diligently and endeavour to qualify himself as a skilled……………before the expiry of the period of training; and

(d) that the apprentice will keep diaries of work done and keep diaries experience gained by him and will submit the same to the employer at of work done such intervals as the employer may direct

(6) The contract of apprenticeship shall terminate on the expiry of the period of apprenticeship training. However, the contract can be terminated before the expiry of the period of apprenticeship training with the previous order in writing of the Apprenticeship Adviser, if the parties to the contract or any of them have or has failed to carry out the terms and conditions of the contract. If the contract is terminated before the expiry of the period of apprenticeship training, for failure o n the part of the employer to carry out the terms and conditions of the contract, the employer shall pay to the apprentice the amount as described in the Schedule hereunder written and if the contract is so terminated for failure on the part of the apprentice to carry out the terms and conditions of the contract, the apprentice shall pay to the employer, the amount as described in Schedule hereunder written as cost of training and also refund the allowance paid by the employer to the apprentice during the period of apprenticeship training.

 (7) The parties agree that it shall not be obligatory on the part of the employer to offer any employment to the apprentice on completion of period of his apprenticeship in his factory and the apprentice shall also not be bound to accept an employment, if offered by the employer.

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

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

**Schedule above referred to**

**WITNESSES**

1. Signed and delivered by M/s . ………………the within named employer by their Managing Partner Shri ........
2. Signed and delivered by A, the within named father