# SCHEDULE VI

# (See rule 6)

**TERMS AND CONDITIONS OF THE CONTRACT OF APPRENTICESHIP FOR GRADUATE TECHNICIAN AND TECHNICIAN (VOCATIONAL) APPRENTICES**

1. The period of training shall be one year (in the case of Sandwich students, the period of training shall be stipulated in the curriculum).
2. [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 training in his establishment nor shall it be obligatory on the part of the apprentice to accept an employment under the employer:

Provided that if there is any recruitment, employer shall formulate its own policy for recruiting any apprentice who has completed the period of apprenticeship training in his establishment in terms of sub-section (1) of section (22) of the Act.][[1]](#endnote-0)

1. Every apprentice undergoing apprenticeship training in an establishment shall be a trainee and not a worker and as such the provisions of any law with respect to Labour shall not apply to or in relation to such apprentice.
2. The apprentices shall abide by the rules and regulations of the establishment in all matters of conduct and discipline and safety and carry out all lawful orders of the employer and superiors in the establishment.
3. The apprentice shall learn his subject field conscientiously and diligently and attend to practical and instructional classes regularly.
4. The apprentice shall maintain a record of his work during the period of his apprenticeship training in a proforma approved by the Apprenticeship Adviser.
5. Where the contract of apprenticeship is terminated for failure on the part of the apprentice to carry out the terms of contract, the apprentice shall refund to the employer as cost of training such amount as may be determined by the Apprenticeship Adviser. In such event, the apprentices shall not be entitled to enter into another contract of Apprenticeship under the Act with any other employer.
6. The contract of apprenticeship can be terminated without compensation payable to the apprentices:
7. If he/she secures gainful employment (on production of copy of the appointment order); and
8. If he/she is unable to continue training on medical grounds (on production of a certificate to this effect from a Medical Officer not below the rank of Civil Surgeon).
9. For breach of contract by the employer, the employer shall pay compensation to the apprentice in accordance with rates specified under rule 8 of these rules. Continuance of payment of stipend shall depend on satisfactory performance of the apprentice during the training period.
10. The employer shall make suitable arrangement in his establishment for imparting a course of apprenticeship training to the apprentice in accordance with the provisions of the Act and rules made thereunder and with the approval of the respective Regional central Apprenticeship Adviser.
11. Every employer is required to formulate a "Training Programme" for the training of Graduate/Technician (Vocational) Apprentices and get it approved by the respective Regional Central Apprenticeship Adviser.
12. The employer will arrange for a suitable person to be placed in charge of training of apprentices as laid down under the Act and the rules made thereunder.
13. A Graduate, Technician and Technician (Vocational) Apprentice shall work according to the normal hours of work of the department in the establishment to which he or she is attached for training.
14. The stipend for a particular month shall be paid before the 10th day of the following month.

1. Subs. vide GSR No. 502(E) dated 18th June, 2015 [↑](#endnote-ref-0)