

FORM OF AGREEMENT FOR .....  
 APPRENTICE ..... articles of Agreement made this ..... day of  
 .....between ..... Son of .....  
 ..... residing at ..... hereinafter  
 referred to as "The Apprentice of the first part and ..... Son/Wife/Daughter  
 of ..... residing at  
 ..... (Father of guardian) of the second party  
 and the president of India acting by and through the .....  
 Railway administration of the third part.

Whereas the President of India hereinafter referred to as the (Government) has at the request of the parties of the first part and second part engaged the Apprentice and the Apprentice has with the consent of the party of the second part agreed to serve the Government as an apprentice with a view to his/her subsequent to the ..... department of Indian Railway on the terms and conditions herein after appearing.

Now these present witnesses and the parties here to respectively agree as follows:-

- (1) The apprentice of his/her own free will and with the consent of the party of the second part hereby bind himself/herself to serve the Government as ..... Apprentice in any place situated on ..... Railway system for a period of ..... Year commencing from the ..... Day of ..... and the (1) Government engage to give him/her training in India as herein after mentioned provided always the Government may at their discretion alter or modify the period and courses of places of training and shall also have power to terminate the Apprentice before the expiration of the said period of ..... year a here in after provided.
- (2) The period of apprenticeship shall be ..... Year as aforesaid that the apprentice shall receive a monthly stipend at the rate given below along with dearness allowance as may be admissible under the rules or extant orders from time to time. There increments shall not be granted to any Apprentice while under training unless the authority under whom he/she is being gives satisfactory report of his/her diligence, progress and behavior.

1<sup>st</sup> Year

2<sup>nd</sup> year

3<sup>rd</sup> year

4<sup>th</sup> year

5<sup>th</sup> year

- (3) The continuance of the apprenticeship from year to year depend on the satisfactory conduct and progress of the..... Apprenticeship as certifies to the Government by the authority under whom he/she may be serving, should he/she at any time during the apprenticeship, not satisfy the authority under whom he/she working that he/she shall be liable to be discharged from his/her apprenticeship as herein provided. The Government of the officer, appointed by them in that behalf shall be the sole and absolute judge (whose decision shall be final) for the purpose of determining whether the progress of the apprentice in the training is or is not satisfactory.
- (4) The Apprentice shall employ himself/herself honestly efficiently and diligently under the orders and instruction of the authorities under whom he/she shall from time to time be placed by the Government in any locality in India and shall do all things which may require of him/her of which are necessary to be done in his/her capacity as apprentice.
- (5) The apprentice shall not any pretense absent himself/herself from his/her duties without having first obtained the permission of the affair authorized in that behalf by the government or in case of sickness of accident without forwarding a medical certificate satisfactory to such officer.
- (6) The apprentice shall devote his/her whole time to the training and shall not carry on or be concerned in any other trade or business or occupation whatsoever.
- (7) The apprentice shall be responsible for the charge and care of Government money, good and stores and other property entrusted to him/her of in his/her and shall truly and faith fully account for or pay or deliver to proper officer all money, goods and stores and property, which shall at any times come to his/her hand or be under his/her charge on account of the government.
- (8) The apprentice shall confirm to all the rules and regulation of the department to which he/she may be attached for training at any time and shall obey all orders and directions as he/she shall from time to time receive from the officers and/or officer placed in authority above him.
- (9) The apprentice will, if required, passed an examination in an Indian Language.
- (10) The Government shall be at liberty to deduct from time to time out of the money due to be paid to the apprentices as aforesaid, any sum of money which may be reasonable for loss of time occasioned by the absence, sickness without an approved medical certificate of other incapacity of work and also for any loss misconduct of the apprentice.
- (11) The apprentice will not during the period of apprenticeship be allowed to subscribe to the state railway provident fund. The period of apprenticeship will not count for pensioner benefits.
- (12) Should the apprentice be quality of any in subordination, intemperance of other misconduct or any breach of not performance of the provisions of these presents at any time during the continuance of the apprenticeship it shall be lawful for government or the officer having authority in that behalf immediately and without previous notice to dismiss of discharge him/her from the apprenticeship and the government of such officer shall be the sole and absolute judge, whose decision shall be final for the purpose of determining whether the apprentice has been quality of any insubordination, of these presents.
- (13) It shall be lawful for the government if satisfied on the medical evidence before then that apprentice is unfit and is likely for a considerable period to continue unfit by reason of ill-health to obtainer to complete the training, to determine the apprenticeship without previous notice (the decision of the government being conclusive) and thereupon his/her apprenticeship shall be terminated.
- (14) During the period of apprenticeship the apprentice shall eligible for leave in accordance with the rule for the time being in force applicable to apprentices in Indian Railways.
- (15) Should be apprentice terminate his/her apprenticeship without the written consent of the Government or be discharged there from for misconduct of any other offence as enumerated at clauses (12) above or decline on the completion of his/her apprenticeship to

accept service as ..... in the ..... Department of Indian Railways as a foresaid (if offered to him/her) of resign service without the written consent of the Government or be discharged there from for misconduct or any other offence as numerated at clause (12) above during the period of apprenticeship the parties of the first party and or second party in consideration of the promises hereby jointly and severally agree to reply on demand to the Government all stipends or pay or any other amount drawn by the apprentice from the Government under these presents.

- (16) The apprentice shall not be entitled to any compensation whatsoever on his apprenticeship being terminated under any of the previous of these presents not shall the party of the second part have any claim for compensation against the Government in the behalf.
- (17) On the successful completion of the apprenticeship the apprentice shall, if not informed by the Government in writing to the contrary, be deemed to be in service of the Railway as a ..... on a scale of pay of Rs..... of a minimum period of ..... Years on the general service conditions applicable to class-III staff on the Railway.
- (18) In respect of any matter for which no provisions have been made in this agreement the provisions of the Indian Railway Establishment code from time to time enforce or any rules made there under shall apply to the extent to which they are applicable to the service hereby provide for, and the decision of the Government as to their applicability, interpretation and effect shall be final.
- (19) Subject as otherwise provide in this contract, all notices to be given on behalf of the Government and all other actions to be taken on behalf of the Government may be taken on behalf of the Government by ..... or any office for the time being out rusted with the functions duties and powers of the said ..... in witness there of the parities here to have set their hands the day and year first above written.

WITNESS:-

(1) \_\_\_\_\_

\_\_\_\_\_  
PARTY OF THE FIRST PART

(2) \_\_\_\_\_

(1) \_\_\_\_\_

\_\_\_\_\_  
PARTY OF THE SECOND PART

(2) \_\_\_\_\_

WITNESS:-

(1) \_\_\_\_\_

\_\_\_\_\_  
DISTRICT/DIVISIONAL  
OFFICER FOR RAILWAY

(2) \_\_\_\_\_