

ORIGINAL COPY



CONTRACT OF APPRENTICESHIP

*NATIONAL TRAINING & PRODUCTIVITY CENTRE
as per The Fiji National University (Amendment) Decree 2010*

REGISTERED NO:

*This contract to be submitted in triplicate to
The Director,
National Training & Productivity Centre,
Fiji National University
P O Box 6890, Nasinu, Fiji.*

This Contract of Apprenticeship made this _____ day of _____ **2011**

Between _____
(employer)

carrying on business as _____
(nature of business)

at _____
(place where apprentice will normally work)

and whose registered office is at _____
(Registered business address)

under FNPF Number _____ Phone _____
hereinafter called the employer

And _____
(apprentice full name as on birth certificate)

of _____ Phone _____
(full residential address)

aged (or of apparent age) _____ years, hereinafter called the apprentice

born _____ at _____
(date) (place of birth)

And _____
(parent, guardian or person in LOCOPARENTIS)

* of
(Address) and hereinafter called the guardian

And the Director of the National Training & Productivity Centre of the Fiji National University hereinafter called **NTPC**.

* Not required if the apprentice is over the age of 18 years.

Witnesses as follows:-

1. THAT THE APPRENTICE, of his/her own free will and with the consent of his/her guardian, AGREES:

- (a) to bind himself/herself as an apprentice to the employer in order to learn the trade of

_____ for **4** years commencing on the _____ day of _____

- (b) to obey lawful instructions and serve the employer to the best of his/her ability;
- (c) to maintain a high standard of honesty and safety in matters affecting the employer and not communicate to any person information that would hurt or damage the business of the employer;
- (d) not to absent himself/herself from his/her employer's service except on medical grounds with a medical certificate or other reasonable grounds acceptable to the employer;
- (e) to attend off-the-job and related education courses as directed and seek to advance his/her skill and knowledge diligently without hindrance to the training and education authorities or fellow trainees;
- (f) to maintain any training records, on request by the employer or NTPC;
- (g) to equip himself/herself progressively with tools as prescribed by NTPC for his/her particular trade or occupation and repay money advanced for tools, if any, to his/her employer;
- (h) to deem his/her service terminated at the completion of his/her contract of apprenticeship unless his/her service is renewed by the employer.

2. THAT THE EMPLOYER AGREES:

- (a) to train the apprentice in accordance with the training recommendation where an appropriate recommendation exists;
- (b) to train or to have trained the apprentice to the best of his/her ability in the trade or occupation where no training recommendation is available;
- (c) to satisfy himself/herself as to the suitability of the apprentice to undertake the necessary training and related education;
- (d) to offer related and progressive on-the-job training and experience during the period of the agreement;
- (e) to release the apprentice, at wages not less than the rates in the approved Apprenticeship Minimum Wages Order and travel and subsistence at the prevailing rates for periods of training or related education as determined by NTPC;
- (f) to pay all fees in connection with classes/courses which the apprentice may be required to attend;

- (g) to maintain records in respect of the apprentice on such matters as time worked, wages, travel and subsistence paid and to keep any records required by the authority in respect of the apprentice;
- (h) to make available to the apprentice the requisite tool and materials for the work which the apprentice will be engaged on if these tools are in excess of the tools prescribed by NTPC and all necessary educational text books and drawing instruments;
- (i) to advance monies to the apprentice for the purchase of tools prescribed by NTPC and recover these monies, less any tool allowance from NTPC, from the apprentice in accordance with section 51 of the Employment Ordinance;
- (j) not to require or permit the apprentice work such hours as would necessitate the apprentice being absent from a day, evening or night related to educational classes;
- (k) not to permit the apprentice if under eighteen years of age to work more than twenty hours overtime in any one month without prior approval from NTPC;
- (l) not to permit the apprentice to work outside Fiji without prior written permission of NTPC;
- (m) not to engage more than the number of apprentices for which the written approval of NTPC has been obtained;
- (n) to apply for NTPC's permission to employ the apprentice and shall register the apprentice with NTPC within three months from engaging the person as an apprentice;
- (o) not to request or to accept a premium in respect of the employment of the apprentice;
- (p) to inform NTPC, as soon as possible, if he is or will be unable to provide employment or suitable training or the established apprentice and if such be the case he shall if required, facilitate the apprentice's transfer on a temporary or permanent basis;
- (q) to furnish an original recent medical certificate with the contract;
- (r) to undertake to pay the apprentice wages not less than the rates in the apprenticeship Minimum Wages Order and such travelling and subsistence allowance as NTPC may determine.

The minimum wage rates applying at the date of commencement of this Contract are:-

for the 1st year of apprenticeship \$..... cents per hour
 for the 2nd year of apprenticeship \$..... cents per hour
 for the 3rd year of apprenticeship \$..... cents per hour
 for the 4th year of apprenticeship \$..... cents per hour
 for the 5th year of apprenticeship cents per hour

3. THAT NTPC AGREES:

to exercise its powers under the provisions of the Fiji National University (Amendment) Decree 2010

- (i) to undertake, where possible, to ensure that training is provided for the duration of the apprenticeship agreement for the apprentice if the employer ceases to be engaged in the relevant trade or occupation;
- (ii) to register the apprentice in its records and to inform the employer and apprentice accordingly;
- (iii) to shorten the period of the Agreement if it thinks fit in exceptional circumstances;
- (iv) to issue completion certificate at the end of the apprenticeship.

4. This Contract shall be subject to the Provisions of the Fiji National University (Amendment) Decree 2010 that covers the Apprenticeship Scheme and Training Recommendations published under Ministerial Order relating to Apprenticeship in general or to the designated field to which this Contract refers.

IN WITNESS WHEREOF the contracting parties have hereunder affixed signatures.

EMPLOYER WITNESS
 OFFICIAL STAMP

APPRENTICE WITNESS

PARENT, GUARDIAN OR
 PERSON in loco parentis WITNESS

DIRECTOR-NTPC WITNESS

For official use only

Registration

In accordance with the provisions of the Fiji National University (Amendment) Decree 2010, I hereby register this Contract.

Date

*Director
 National Training & Productivity Centre*

Completion

To: Director, National Training & Productivity Centre, Fiji National University, Suva

In accordance with the provision of the Fiji National University (Amendment) Decree 2010, I hereby certify that this Contract has been completed by the apprentice concerned and I accordingly request that he/she be granted the National Training & Productivity Centre's Certificate of Apprenticeship.

Date
Signature of Employer and affix official stamp

Termination

In accordance with the provisions of the Fiji National University (Amendment) Decree 2010, this Contract is hereby terminated.

Date
*Director
National Training & Productivity Centre*

Transfer

In accordance with the provisions of the Fiji National University (Amendment) Decree 2010, it is hereby agreed that the rights and obligations under this Contract shall from the date of registration thereof be transferred.

FROM

(PRESENT EMPLOYER)
of (address)
carrying on business as

TO

(NEW EMPLOYER)
(official stamp)
of (address)
carrying on business as

IN WITNESS WHEREOF the contraction parties have hereunder affixed their

signatures this day of 20

Present Employer Witness by

New Employer Witness by

Apprentice Witness by

Parent, guardian or
Person on loco parentis Witness by

I hereby approve this transfer and confirm its registration.

Date
*Director
National Training & Productivity Centre*

Endorsements