**AGREEMENT BETWEEN MOTHER OF APPRENTICE AS GUARDIAN AND MASTER**

This **Apprentice** Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice ((Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the ‘Mother’) of the one part

**AND:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the ‘Master’) of the second part;

**PREAMBLE**

WHEREAS apprentice is desirous to learn the work with master as apprentice;

AND WHEREAS the said apprentice has obtained the age of discretion and of his own free will and having obtained the consent of his mother, who is natural guardian of the apprentice, binds himself to work under the master as apprentice for a period of [[Time Period]] years.

AND WHEREAS the master has agreed to accept the apprentice as apprentice under him.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DUTIES AND OBLIGATIONS OF THE APPRENTICE
   1. The said apprentice shall work under the said master as apprentice for [[No. of Years]] years honestly and faithfully. He shall not knowingly cause any damage and shall keep the secrets and obey the lawful command of his master.
   2. The said apprentice shall not waste the materials of the master.
   3. The said apprentice shall not lend anyone any thing except with the prior permission of his master.
   4. During the continuance of this agreement, the apprentice shall not marry, nor shall do any work against the morality, which is punishable under the law.
   5. During the period of continuance of this agreement, the said apprentice shall not become addicted to any intoxication and shall obey the master.
2. DUTIES AND OBLIGATIONS OF THE MASTER
   1. During the period of apprenticeship the master shall provide for the boarding, lodging, clothes, medical facilities, recreation and other necessary things for the said apprentice.
3. GENERAL CLAUSE

The original copy of this agreement shall be kept by the mother of the said apprentice during the period the apprentice is minor and on attaining the age of majority by the apprentice himself. The duplicate copy of this agreement shall be kept by the master.

1. FEES AND EXPENSES
   1. The said master, in consideration of and having received the sum of Rs[[Amount]] from the said mother of the apprentice covenants with the said apprentice and his mother, and each of them severally, that he will during the said period to the best of his skill and ability instruct the apprentice or cause him to be instructed in the trade of the master and in everything relating to trade of the master.
   2. During the period of this agreement, the master shall pay to the said apprentice a sum of Rs. [[Amount]] per month during the first [[Time period]] years and [[Amount]] during the subsequent [[Years]], provided always that the apprentice shall have observed the covenants herein before contained and on his part to be performed.
2. NOTICE
   1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
   2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
   3. Addressing and delivery is to be made as follows:
      1. If to: Master

[[Master Address]]

* + 1. If to : the Mother

[[Mother Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.

1. TERM
   1. This Agreement will come into force as of the [[Effective Date]] and will expire on [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
   2. At the end of the Initial Term, this Agreement will be automatically renewed for successive [[Number: Number of Years]] year terms (a “Renewal Term”) unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.
2. TERMINATION

The parties aforesaid shall be entitled to Terminate this agreement on the mutual basis or at the instance of the apprentice or master in the event of the breach of the said covenants, provided always that due compensation shall be paid by the master or shall be received by the apprentice.

1. DISPUTE RESOLUTION –

In case of any dispute between the parties aforesaid, the matter shall be decided in accordance with the provisions of the Apprentices Act and Rules made there under.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]