**Standard Dual-Cooperative Training (DCT) Contract**

**Registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Between**

(Name and address of the employer)

**and**

(Name and address of the student)

**Date of birth** (DD/MM/YY):

Legally represented by:

(Name and address of the legal guardian)

|  |  |
| --- | --- |
| **Elements / Issues** | **Remarks** |

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| **Contract Title** | **Apprenticeship Agreement** |
| Contract Partner [a] | Enterprise name, registration number, physical address, postal address, contact numbers, e-mail address  *hereinafter referred to as the “Employer”* |
| Contract Partner [b] | Student name, ID-number, date of birth, gender, postal address, contact numbers, e-mail address  *hereinafter referred to as the “Student”* |
| Contract Partner [c] | [if applicable] Legally represented by his/her parents/guardian …  Parents / Guardian name, ID-number, postal address, contact numbers, e-mail address |
| **Preamble** |  |
| Purpose / Objective | The apprenticeship is considered an important and mandatory part of vocational education and training which allows the student to receive hands-on experience and training within an enterprise setting. The student will acquire knowledge of work-related processes and learn to properly use equipment. Moreover, the student is provided with insights into the working world and can establish contacts and networks for her/his future career. |
| Occupation | Student |
| Type of Training | The student will be trained by the enterprise according to the DCT approach whereby the actual workplace is the main learning environment where, among others, manual skills, work procedures as well as behavior patterns and attitudes are being trained under real work conditions. The student should be allowed to increasingly take over and perform tasks independently.  The necessary related theory and special skills are taught at a training institute which forms the second learning environment. |
| **§ 1 – Duration of Training** |  |
| 1.1 – Duration | According to the training regulations the apprenticeship amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_ years, sub-divided into … semesters, each of six (6) months duration. |
| 1.2 – Commencement / Completion Dates | The apprenticeship begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **§ 2 – Training Locations** |  |
| 2.1 – Practical Training | The apprenticeship will take place at the Employer’s usual production facilities indicated above and from time to time at such locations as the Employer deems necessary to conduct his business. |
| 2.2 – Related Theory Classes | Related theory classes will be conducted at (name and address of the training institute) |
| **§ 3 – Duties of the Employer** |  |
| 3.1 – Apprenticeship Objective | The employer trains the student and provides possibilities in such a manner that the objective can be achieved within the time frame stipulated under § 1 above. |
| 3.2 - Trainers | The employer provides experienced, competent Enterprise Trainers who impart their skills and knowledge to the student and who act as coach, mentor and contact person. |
| 3.3 – Training Requisites | The employer provides free of charge all necessary training requisites, equipment, tools and machinery required for practical training as well as stationery and any other media needed to attend related theory classes. |
| 3.4 – Related Theory Classes | The employer regularly releases the student to attend related theory classes and/or special skills training courses conducted externally or in-house. |
| 3.5 – Training Records | The employer confirms the training record provided by the student on a regular basis (weekly report sheets) and keeps track of the development of the student by archiving report sheets and certificates of completion (e.g. of modules). |
| 3.6 – Training related tasks | The employer will assign such tasks and activities to the student which are relevant and conducive to the achievement of the apprenticeship objective and which correspond with the physical capabilities of the student. The employer has to ensure that the student reaches the learning objectives as stipulated in the respective curriculum. All relevant learning objectives will be annexed to this contract and provide the basis for designing the training plan for the entire duration of the apprenticeship. |
| 3.7 – Duty of care | The employer accepts the responsibility to ensure that the student’s welfare in terms of character and morale is protected and promoted and that occupational health and safety standards are being observed. |
| 3.8 – Examinations | The employer organizes and conducts examinations according to the agreed training program. |
| **§ 4 – Duties of the Student** | The student makes a genuine effort to acquire the skills and knowledge required to achieve the objectives stipulated under § 1 above. The student is committed in particular: |
| 4.1 – Instructions | To accept and follow instructions as given to him/her by authorized personnel, both, at work and at school. |
| 4.2 – Duty to learn | To carry out all tasks, duties and activities with utmost care and diligence for the benefit of his/her learning process. |
| 4.3 – Apprenticeship Training Classes in the Vocational School, Tests and other measures | To participate in the apprenticeship training classes in school as well as in training measures outside the enterprise and to take tests, for which the student is being released. Furthermore, to immediately present the vocational school certificates to the training supervisor for his information and to agree that the vocational school and the enterprise inform each other on the students’ performance. |
| 4.4 – Enterprise Regulations | To learn and strictly observe all enterprise regulations. |
| 4.5 – Duty to Care | To handle with care all facilities, equipment, tools and machinery and to exclusively use them as instructed. |
| 4.6 – Enterprise Secrets | To treat any enterprise secrets with absolute confidentiality. This also applies to the time after the end of the apprenticeship. |
| 4.7 – Training Records | To orderly maintain training records on a regular (daily) basis using the weekly report sheet and to submit it to the supervisor in charge on a weekly basis for confirmation and signature. |
| 4.8 – Notifications | To notify the enterprise immediately if he/she is prevented from reporting to work or attending related theory classes by stating the reasons. In the event of an accident or sick leave, a testimonial from a registered medical practitioner must be submitted to the enterprise not later than on the third day following the incident or of having been taken ill. |
| 4.9 – Final Report | After completion of the apprenticeship the student is required to submit a detailed apprenticeship report to the training organization within two weeks. |
| 4.10 – Registration | The student registers this contract with the relevant authorities (training institute) immediately after its conclusion. |
| **§ 5 – Allowance and Related Provisions** |  |
| 5.1 – Amount of Allowance | The Employer pays to the student a monthly apprenticeship allowance amounting to:  LAK……………………………..during the first apprenticeship year  LAK……………………………..during the second apprenticeship year  LAK………………………………during the third apprenticeship year  The apprenticeship allowance will be disbursed on the last working day of the month and shall also be paid during leave periods. The apprenticeship allowance should cover the student’s expenses for food, accommodation, transport and insurance (if not directly provided by the enterprise). |
| 5.2 – Cost of Related Training Classes | All training related expenses incurred at a training institute shall be borne by the Government of Lao PDR. |
| 5.3 – Work Dress / Attire | If for any reason the wearing of a special work dress or attire is required it shall be provided by the employer free of charge. |
| 5.4 – Choice between financial or material compensation | As an alternative to financial allowances, the employer can also choose to provide a material allowance to the student which consists of accommodation, food, transportation and insurance. |
| **§ 6 – Working Hours and Leave** |  |
| 6.1 – Regular Training Period and Daily Working Hours | The regular training period amounts to:   |  |  | | --- | --- | | Semester | Number of weeks/months (please underline) | | 1 |  | | 2 |  | | 3 |  | | 4 |  | | 5 |  | | 6 |  | |
| 6.2 - Leave | The student is entitled to take …….…. leave days per year, in agreement with the supervisor. |
| **§ 7 – Notice** |  |
| 7.1 – Period of Notice | Notice to this contract may only be served  a) by both parties on the basis of important reasons with immediate effect  b) by the student, respecting a period of notice of four (4) weeks in the event that the student decides to terminate his/her participation in the apprenticeship or if the student decides to be trained in a different occupation. |
| 7.2 – Form of Notice | Notice to this contract must be given in written form by stating the reasons. |
| 7.3 – Business Closure and Change of Training Capability | In case of a business closure or changes in the student’s capability to be trained, the employer undertakes to support the student in his/her efforts to find a suitable enterprise to continue with the apprenticeship. |
| **§ 8 – Certification** | Upon successful completion of the standard apprenticeship the employer shall issue a certificate stating the type of training, duration, objective and the acquired skills and knowledge which is endorsed by the relevant authority.  The logos of all involved parties should be displayed on the certificate. |
| **§ 9 – Liability and Insurance Coverage** |  |
| 9.1 – Damage to the students’ body, health and property | The enterprise provides for relevant insurance coverage for all employees including students. |
| 9.2 – Damage to or loss of the cooperating enterprise’s property | The enterprise provides for relevant insurance coverage for all employees including students. |
| 9.3 – Damage to the body, health and property of the Enterprise’s staff members | The enterprise provides for relevant insurance coverage for all employees including students. |
| **§ 10 – Miscellaneous**  **Provisions** | The contract should state the place of fulfilment, any additional agreements, registration number and be duly signed by all contracting parties. |

The present agreement has been issued ………….. times and signed by all contracting parties listed below:

**Student**

Full Name: Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

**Parent/Guardian (If student is under 18 years of age)**

Full Name: Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

**Employer (authorized representative)**

Full Name: Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

**TVET Institute (as witness)**

Full Name: Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_