

**GUIDELINES FOR APPRENTICESHIP
BY COMPANY SECRETARIES IN PRACTICE, 1985, AMENDED UPTO 22.09.2013**

1. TITLE: These guidelines may be titled as “Guidelines for Apprenticeship Training by Company Secretaries in Practice, 1985, amended upto 22.09.2013.
2. EFFECTIVE DATE: These guidelines came into force with effect from 1st April, 1985.
3. ELIGIBILITY FOR COMPANY SECRETARIES IMPARTING APPRENTICESHIP:

A candidate registered as a student on or after 16th September, 1982 and who has passed the Intermediate/Executive Programme examination shall be eligible to undergo the apprenticeship training under a whole-time Company Secretary in Practice or a firm of Company Secretaries in Practice under Regulation 48 (c) with the approval of Secretary or Chief Executive if sufficient number of whole-time Company Secretaries in Practice willing to accept the apprentices are available.

4. CONTRACT OF COMPANY SECRETARY APPRENTICESHIP:

4.1 The apprentice and the Company Secretary in Practice will enter into a Contract of Apprenticeship. The contract will be executed in the specified form in duplicate and signed by both the parties viz., the apprentice and the Company Secretary in Practice (Annexure-I). The contract will be filed for registration with the Institute in the specified form (Annexure-II).

4.2 The contract will be executed for a period of 15 months in case of whole-time apprenticeship and as per the Company Secretaries Regulations, 1982, as amended from time to time. The contract will be executed on a Non-Judicial stamp paper or form to be affixed with specific adhesive stamps or franking or by way of e-Stamping of the requisite value. Duplicate thereof will be given to the apprentice. The original contract form is not required to be sent to the Institute and only the form for registration given at Annexure-II along with a copy of contract of training is to be filed with the Institute within 15 days of commencement of training.

4.3 All columns of the contract form are to be filled up clearly and unambiguously. It should be signed by the Company Secretary in Practice and the apprentice at the places provided therein.

4.4 A true copy of examination certificate or marksheet of the student for having passed the Final/ Professional Programme or Intermediate/Executive Programme examination should be filed along with the application for registration.

5. ELIGIBILITY FOR A COMPANY SECRETARY IN PRACTICE TO ENGAGE APPRENTICES:

(a) Only an ACS/FCS member, who is in whole-time practice as Company Secretary shall be entitled to engage an apprentice for training.

(b) A Company Secretary in Practice shall be entitled to impart training to the maximum number of trainees as may be decided by the Council from time to time. As decided by the Council, the Company Secretary in Practice including a partner in a firm of Company Secretaries shall entitle to impart training to number of trainees equal to the number of years of continuous practice of the concerned member subject to a maximum of twenty trainees. A Company Secretary in Practice with less than two years of continuous practice shall entitle to engage only one trainee. If the Company Secretary in Practice surrenders his certificate of practice and starts his practice after a gap, he shall entitle to have the same number of trainees as he was entitled when he surrendered his certificate of practice.

(c) An Associate or Fellow member of the Institute who is a whole-time employee of a Company Secretary in Practice shall also be entitled to train one additional apprentice on behalf of the Company Secretary in Practice or firm of Company Secretaries in Practice, if any, of the partners of the firm is entitled to impart training to apprentice.

(d) The Company Secretary in Practice will be required to maintain an independent office for practice.

(e) The Company Secretary in Practice will maintain an attendance register for the trainees showing the time of their arrival and departure and a register for payment of stipend.

(f) The Council may transfer an apprentice from one Company Secretary in Practice to another one, on receipt of request by either the Company Secretary in Practice or the apprentice.

(g) After completion of the training, the Company Secretary in Practice shall issue a certificate to that effect to the Institute in the specified form and a copy to the apprentice.

(h) Any dispute between the apprentice and the Company Secretary in Practice shall be referred to the appropriate committee of the Council for settlement. Decision of the committee shall be final.

(i) In case a Company Secretary in Practice is engaged in some other business/occupation in addition to the Company Secretaryship, only with the prior permission of the Council, he may be permitted to engage an apprentice. He should forward the following additional information to the Institute to determine his eligibility to train the apprentices before he engages the apprentice.

- (i) Period of his being engaged in that other occupation:
- (ii) His working hours in that occupation;
- (iii) Total number of daily and weekly working hours in that occupation; and
- (iv) Working hours of his practice as Company Secretary.

(j) A member who ceases to be in practice or gives up his salaried employment under a Company Secretary in Practice or firm of such Company Secretaries and who at the time of discontinuance of practice or paid employment, as the case may be, has any apprentice under him, shall not be eligible for practice or take-up salaried employment under a Company Secretary in Practice or a firm of such Company Secretaries until such time as the apprentice(s) serving under him previously complete the period of training intended to be served under him, has he not given up his practice or the salaried employment.

(k) No Company Secretary in Practice shall engage any trainee or apprentice of any other Institute or society simultaneously with the engaging of the apprentice for Company Secretaryship training except with the prior permission of the Institute.

6. PREMIUM: No premium shall be charged or payable in case of apprentices entering into apprenticeship.

7. WORKING HOURS: The candidates undergoing whole-time apprenticeship shall be required to work during normal hours for a period of fifteen months which shall not be less than 6 hours a day for 5 days in a week for a total period of fifteen months.

8. STIPEND: Every Company Secretary in Practice engaging the apprentice shall be required to pay monthly stipend to the apprentice at the rates determined by the Council from time-to-time. For the time being the Council has fixed a minimum stipend of ₹ 2000 per month to a whole-time apprentice.

9. LEAVE

9.1 An Executive Programme passed apprentice shall earn a leave of 45 days and Professional Programme passed for 15 days during the 15 months training period. An apprentice who has passed Professional Programme examination in between the 15 months training period, shall earn proportionate leave of 15 days (as applicable to Professional Programme passed trainees) for the balance period of training. Leave shall ordinarily be granted if reasonable notice has been given to the employer Company Secretary in Practice by the apprentice.

Leave not earned and due may also be granted by the employer to the apprentice provided that total number of leave granted to the apprentice does not exceed the limit of leaves approved by the Council from time to time.

9.2 For the purpose of preparing for examination of the Institute, the apprentice shall be granted leave for 1 month or to the extent due, whichever is less provided an application for leave is submitted to the employer atleast 15 days in advance.

9.3 The employer Company Secretary in Practice shall not allow the apprentice to receive training under any other organization or society unless approved by the Council. If permitted by the Council such period shall not be treated as period of leave availed by him and will not exceed 30 days in a year.

9.4 An apprentice who has taken leave in excess of the specified period shall be required to undergo further training equivalent to excess leave taken in order that his training may be completed.

10. QUARTERLY REPORT: The employer Company Secretary in Practice, imparting apprenticeship to a trainee shall submit a quarterly report to the Institute regarding the progress of the trainee.

11. TRANSFER OF APPRENTICE FROM ONE COMPANY SECRETARY IN PRACTICE TO ANOTHER.

11.1 An apprentice can be transferred to another Company Secretary in Practice on termination of his apprenticeship by the Institute with the Company Secretary in Practice with whom he was sponsored for training at the first instance.

11.2 The formalities required to be complied with for recommencement of the training with another Company Secretary in Practice will be the same as in the first instance.

11.3 The apprenticeship can be terminated by the Institute on mutual concurrence of the apprentice and the Company Secretary in Practice, being conveyed to the Institute in writing.

11.4 The contract of apprenticeship executed between the second Company Secretary in Practice and the apprentice should be accompanied by the certificate from the previous Company Secretary in Practice in respect of the training undergone by him in the specified form (Annexure-III).

11.5 The period of training with the new Company Secretary in Practice will be only for the balance period required to be undergone.

12. CANCELLATION OF APPRENTICESHIP: Where a complaint or information about any misconduct or breach of the aforesaid guidelines or breach of any terms of the contract of apprenticeship is received against the apprentice, the Institute may cause an enquiry to be made and on receipt of the report of enquiry and after giving the apprentice an opportunity of being heard, cancel the training or direct that any period already served as a trainee shall not be counted as the period of training. An apprentice whose apprenticeship has been cancelled shall not be accepted without the prior permission of the Institute as apprentice; neither shall be retained nor offer himself as a trainee.

13. COMPLAINING AGAINST THE EMPLOYER COMPANY SECRETARY IN PRACTICE

13.1 Where an apprentice makes a complaint against his employer Company Secretary in Practice on a matter concerning his training, the Institute may cause an investigation and take such action as it may consider expedient.

13.2 The Secretary or the Chief Executive of the Institute may, pending an investigation in the matter either cancel or terminate the training and allow the apprentice to be accepted as an additional apprentice by another Company Secretary in Practice:

- (i) When the apprentice is not able to complete the training;
- (ii) The employer Company Secretary in Practice ceases to be in practice;
- (iii) The registration of apprentice has been cancelled; or
- (iv) The employer Company Secretary in Practice had died.

13.3 An apprentice may enter into fresh contract of apprenticeship for the remaining term of his training with another employer Company Secretary in Practice entitled to engage the apprentice or company/ other entity registered for imparting training provided his case is an appropriate case as referred to above. It will also be subject to the approval of the Institute, of his being engaged as additional trainee with another employer entitled to train.

14. Register of apprentices. The Institute shall maintain a register of apprentices in electronic form in which the particulars of the apprentices will be recorded.

15. Permission for pursuing additional course of study.

15.1 The apprentice may be granted permission for pursuing the additional course of study, considered useful for the Company Secretaryship Course during the entire period of training whether it involves attending any classes or not.

15.2 The following courses have been identified as useful for the Company Secretaryship course.

- (a) Courses conducted by the Institute of Costs Accountants of India.
- (b) Courses conducted by the Institute of Chartered Accountants of India.
- (c) Courses leading to acquisition of a degree in law, management or commerce and
- (d) Any other recognized course in law, management or commerce discipline as may be approved by the Institute from time-to-time.

15.3 The Institute may grant permission will not have any objection for apprentices to pursue any of the courses referred to above provided the employer Company Secretary in Practice does not have any objection has given concurrence and forwarded the application of the apprentice to the Institute.

15.4 The course is to be pursued after normal working hours (at least for six working hours) of the employer Company Secretary in Practice and attendance to do the course is beyond six normal working hours with the Company Secretary in Practice.

16. Apprentice not to engage in any trade, business or occupation:

The apprentice shall not engage himself in any business or occupation. He may be allowed to be merely a sleeping partner and there should be a recital in the partnership deed that the apprentice is a sleeping partner and this will constitute a prima facie evidence unless there is any evidence to the contrary.

17. Completion of Training: The employer Company Secretary in Practice shall issue a certificate of completion of training in the specified form (Annexure IV).

18. Deviation from guidelines: The Secretary or the Chief Executive of the Institute is empowered to approve any deviation in the procedures to be complied with under these guidelines or to make any relaxation which does not affect the principles behind the guidelines in just and equitable cases.

19. The Training and Educational Facilities Committee shall be the administering and appellate authority of these guidelines and entitled to amend or alter any provisions in the guidelines with or without any previous notice.

FORM OF CONTRACT OF APPRENTICESHIP TRAINING

Contract of apprenticeship training made the _____ day of _____ (month) two thousand _____ and _____ between _____ of _____ (place) (hereafter called the employee of the first part) and the Company Secretary in Practice/Partner/Employer of M/s _____ Company Secretary in Practice employing the Employer of the first part (hereafter called the second employer), and _____ of the second part (hereafter called the apprenticeship trainee). Witness as follows that is to say : -

1. (a) In consideration of the covenants by the apprenticeship trainee hereafter contained, the Employer agrees to take up the apprenticeship trainee as his apprenticeship trainee for the term of 15 months from the _____ day of _____ two thousand and _____.

(b) The Second Employer of the first part agrees to permit the employer of the first part to train the apprenticeship trainee in his office/firm (where applicable).

2. The apprenticeship trainee of his own free will binds himself as apprenticeship trainee to the Employer to serve him for and during and upto the full end and term of 15 months.

3. The apprenticeship trainee covenants with the employer as follows :-

(a) That he will at all times during the said term diligently and faithfully serve the employer as his apprenticeship trainee in the practice of profession of Company Secretaries.

(b) That he will not at any time during the said term, destroy, cancel, obliterate, spoil, embezzle, spend, make away with or take copies of books, papers, plans, documents, moneys, stamps or chattels of the employer, his personal representatives or assignees or of his partner(s) or of any of his clients of employer or allow any of the said goods to be so treated by others, if he can by the exercise of reasonable care prevent it.

(c) That he will at all time keep the secrets of the employer and his partner or partners and of his and their clients and employers and will not divulge the names and affairs of such clients and employees.

(d) That he will readily and cheerfully obey and execute the lawful and reasonable commands of the Employer and will not depart or absent himself from the service of employment of the employer at any time during the said term without his consent or that of is partners first obtained but will at all times during the said term conduct himself with all due diligence, honesty, and propriety.

(e) That he will at all times well and faithfully serve the employer, as an apprenticeship a trainee ought to do in all things whatsoever.

(f) That he will make good and fully indemnify the employer for any loss or damage suffered or sustained by him by his misbehaviour or improper conduct.

4. The employer covenants with the apprenticeship trainee as follows :-

(a) That he will by the best ways and means in his power and to the utmost of his skill and knowledge instruct or cause to be instructed the apprenticeship trainee and afford him such reasonable opportunities and work as may be required to enable him to acquire the art, science and knowledge of Company Secretaryship.

(b) That his professional practice [or that of his employer(s) in his or their] main occupation and is suitable for the purpose of enabling him to carry out the obligations referred to in (a) above.

(c) That he will pay a stipend of Rs. _____ per month for the period of apprenticeship within 10 days after every completed month of apprenticeship training including for period of authorised leave of 45 days (for Executive Programme passed trainees) or 15 days (for Professional Programme passed trainees) .

(d) That he will at the expiration of the said term use his best means and endeavours to cause the apprenticeship trainee to be admitted as a member of the Institute, provided always that the apprenticeship trainee shall have well and faithfully served his intended apprenticeship training and shall have passed the required examinations and in all respect properly qualified himself to be admitted as such.

(e) (i) That if the employer shall die during the said terms, his legal representative shall grant to the apprenticeship trainee a certificate of service in the appropriate form for the expired period of training.

(ii) That if the employer shall cease to practice as Company Secretary or shall in any way become incapable of continuing the intended employment of the apprenticeship trainee during the said term, he will make the necessary arrangements as far as practicable, for the completion of the residue of the term as apprenticeship trainee with some other member entitled to train the apprenticeship trainee and issue the certificate of service in the appropriate form for the expired period of apprenticeship training.

5. These conditions are subject to the Company Secretaries Act, 1980 and the regulations and guidelines framed there under as may be in force from time to time.

In witness whereof the parties have hereinto set their hands and seals the day and year first above

Written Signed, Sealed and Delivered by (First Employer)

In the presence of (Witness)

Signed, Sealed and Delivered by (Second Employer)

In the presence of (Witness)

Signed, Sealed and Delivered by (Apprenticeship Employee)

In the presence of (Witness)

STATEMENT OF PARTICULARS TO BE SUBMITTED (IN DUPLICATE) FOR REGISTRATION AS A TRAINEE

(PART-'A')

Particulars of the Apprenticeship Trainee:

1 Name (in block letters) :

2 Student Registration No. :

3 Particulars regarding passing of the Intermediate/Executive Programme (where applicable)/Final/Professional Programme Examination of the Institute:

Examination	Group/Module(s)	Roll No.	Month	Year
Intermediate/Executive Programme	First			
	Second			
Final/Professional Programme	First			
	Second			
	Third			
	Fourth			

4. Particulars of previous training, if any :

(a) Name & Address of the employer Company Secretary in Practice :

(b) C.P. Registration Number:

(c) Date of commencement of training:

(d) Date of termination of training:

(e) Duration of leave taken, if any:

5. Date of commencement of training under the present employer Company Secretary in Practice:

6. Date on which the Contract of Company secretaries Apprenticeship Training has been executed:

7. Period for which the Contract of Apprenticeship Training entered into:

8. Whether the Contract has been executed:

(a) In the printed form without any modifications:

(b) In duplicate and one copy kept by either party:

9. (a) Whether the apprenticeship trainee is engaged in any other business or occupation :

(b) If so, whether permission of the Council has been obtained (Quote letter no. & date)

(c) If permission is not sought, please give full details of engagement and the date since when so engaged.

10. (a) Whether the apprenticeship trainee has taken up any other course of study, academic or

(b) If so, whether permission of the Council has been obtained and the trainee is agreed to compensate the minimum working hours as prescribed by the Institute (Quote letter No. & date):

(c) If permission is not sought, give Give full particulars of the course, timing of the classes held, working hours of the employer, etc.

I declare that the particulars given above are true and correct to the best of my knowledge and belief and I undertake to intimate to the Institute and the employer within sixty days, any change that may occur in the information furnished above during the period of my training for the purpose of Company Secretaries Regulations, 1982.

I undertake to abide by all the rules as may be in force from time-to-time during the period I am undergoing training. I further agree not to pass on, sell or gift away my study paper or any other material provided to me by the Institute.

Signature of the Apprentice Trainee

I declare that the particulars given above are true and correct to the best of my knowledge and belief.

Place:

Countersigned by the Employer

Date:

(PART-'B')

Particulars of the Employer
Company Secretary in Practice

- 1.Name::_____
- 2.Membership No. ACS/FCS_____ CP No. : _____
3. Name of the firm of which the member is proprietor/partner: _____
4. If working as a paid Assistant with a Company Secretary/firm of Company Secretaries, name of his employer : _____
5. Whether the member is engaged in any other business or occupation at present, if so, please give details:_____
6. Names of other trainees, if any, already undergoing training with the member, and their student registration number:_____
7. Name of additional apprenticeship trainees, if any, already undergoing training with the member and their registration number: _____

I declare that the particulars given in Part 'B' above are true and correct to the best of my knowledge and belief and I undertake to intimate the Institute within sixty days any change that may occur in the information furnished in Part 'B' during the period of training of the apprenticeship trainee.

I further declare that :

- (i) I have fully satisfied myself that the apprenticeship trainee is eligible to receive training, as such, under the Company Secretaries Regulations, 1982, having passed the Intermediate/ Executive Programme or Final/Professional Programme examination conducted by the Institute.
- (ii) The Contract of Apprenticeship Training has been executed in duplicate.
- (iii) I have fully; satisfied myself that the Contract has been executed correctly in all respects.
- (iv) One copy of the Contract of Apprenticeship Training has been retained by me and the other has been given to the apprenticeship trainee.
- (v) I shall be paying a stipend of Rs. _____ per month to the trainee.

8.Address for communication

_____ Tel. No. (R) _____ (O)
_____ Mobile No. _____ Email
Address _____

Place :

Date :

Signature of the Employer

CERTIFICATE OF TRAINING OF DISCONTINUANCE/
TERMINATION OF TRAINING

I _____ of _____ do hereby certify that Shri Mr./ Ms. _____ served as a Company Secretaryship apprenticeship trainee under me in accordance with the Company Secretaries Regulations, 1982, for a period of _____ month and _____ days from _____ to _____ on whole time basis and his progress was satisfactory and that to the best of my knowledge, he bears a good moral character.

The training is terminated by mutual consent with effect from _____. I further certify that during the above mentioned period the apprenticeship trainee was given leave for _____ days.

The contract of apprenticeship training was registered with the Institute of Company Secretaries of India vide Registration No. _____ dated _____.

Place :

Date :

Signature _____

Name : _____

ACS/FCS No. _____ CP No. _____

I _____ have agreed for termination of my training under Shri Mr./Ms. _____ with effect from _____ at my own free will and endorse the contents of his certificate :

Place :

Date :

Signature of Apprenticeship Trainee

Regn. No. _____

ANNEXURE-IV

COMPLETION CERTIFICATE OF 15 MONTHS TRAINING

I, _____ Company Secretary of _____

do hereby certify that Mr./ Ms. Student Registration No. _____ has completed the prescribed training as sponsored by the Institute of Company Secretaries of India, vide their letter No. _____ dated _____ under our organisation for a period of _____ Months from _____ to _____ and his/her progress was satisfactory.

I, further certify that during the above mentioned period he/she was not given any leave/given leave for _____ days.

Place :

Date :

Company Secretary