

FORM OF CONTRACT OF TRAINING

Contract of 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 trainee). Witness as follows that is to say: -

1. In consideration of the covenants by the trainee hereafter contained, the Employer agrees to take up the trainee, for the Long term Training prescribed by the ICSI for a period of _____ Months the _____ day of

_____ two thousand and _____.

2. The trainee of his own free will binds himself as trainee to the Employer to serve him /her for and during and upto the full end and term of practical training.

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

(a) That he will at all times during the said term diligently and faithfully serve the employer who is in the practice of profession of Company Secretaries (PCS), during his training period.

(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.

(e) That he will at all times well and faithfully serve the employer, as a trainee.

(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.

(g) That he will commence on the job Practical Training, after passing of the Executive Programme and completion of one month EDP .

4. The employer covenants with the 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 to the 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 the services of trainee shall be used only for professional work.

(c) 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.

(d) That he will pay a stipend of Rs. _____ per month for the period of training within 10 days after every completed month of training including for period of authorised leave i.e. 52 days (including Casual leaves and examination leaves), if any candidate avails any extra leave in that case he/she is required to extend the training.

(e) That he will pay stipends to the trainee through proper online banking channels only.

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

(g) (i) That if the employer shall die during the said terms, his legal representative shall grant to the 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 trainee during the said term, he will make the necessary arrangements as far as practicable, for the completion of the residue of the term with some other member entitled to train the trainee and issue the certificate of service in the appropriate form for the expired period of training.

5. These conditions are subject to the Company Secretaries Act, 1980 and as Company secretary amended regulation 2020 . 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)

Annexure I

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 Examination of the Institute:

Examination	Group/Module(s)	Roll No.	Month	Year
Executive Programme	First			
	Second			

4. Details of One month EDP

Name of Region/Chapter	Date (from ___ to ____)	Completion Certificate received (Yes/no)

5. 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:

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

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

(a) Date of Purchase of stamp paper.

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

9. Whether the Contract has been executed:

(a) In the printed form without any modifications:

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

10. (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.

11. (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 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 hundred days, any change that may occur in the information furnished above during the period of my training for the purpose of Company Secretaries Regulations (amendments) _2020_.

I undertake to abide by all the rules as may be in force from time-to-time during the period I am undergoing training.

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:

Annexure II

(PART-'B')

Particulars of the Employer

Company Secretary in Practice

1. Name:: _____

2. Membership No. ACS/FCS _____

3. CP No. : _____ Issue Date _____

4. Name of the firm of which the member is proprietor/partner: _____

5. If working as a paid Assistant with a Company Secretary/firm of Company Secretaries, name of his employer: _____

6. Whether the member is engaged in any other business or occupation at present, if so, please give details:

7. Name of other apprenticeship trainees, if any, who are also undergoing training presently with the member and their registration number:

S.No	Name of trainee	Student registration number	W.E.F. Date

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 if 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 and as amended from time to time, having passed the Intermediate/ Executive Programme examination conducted by the Institute and 30 days EDP.

(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 of trainer

_____ Tel. No. (R) _____ (O)

_____ Mobile No.

_____ Email Address _____

Place :

Date :

Signature of the Employer