

TRAINING CONTRACT**(For Long Term Training under PCS)**

THIS CONTRACT is made and executed at _____ (day) on _____ (month) of _____, (year).

BETWEEN

CS _____ having Membership No. _____ and Certificate of Practice No. (CoP No.) _____ [Company Secretary in Practice]/ Partner in M/s. _____ [Name of the PCS firm] office at _____ (hereinafter referred to as the “**TRAINER**”) of the “**FIRST PART**”.

AND

Mr./Ms. _____ (**Name of the Student**) bearing Student Reg. No. _____ Son/ Daughter of _____ (Name of _____ of _____ Parent/Guardian R/o _____ (hereinafter referred to as the “**TRAINEE**”), of the “**SECOND PART**”.

The “**TRAINER**” and the “**TRAINEE**” are hereinafter, collectively referred to as the “**PARTIES**” and individually as a “**PARTY**”.

WHEREAS, Trainee is a student of the Institute of Company Secretaries of India (ICSI) and subsequent to completion of Executive Development Programme (EDP), wish to take long term practical training on whole time basis under a Practising Company Secretary. Particulars of the Trainee is enclosed herewith as **Part A**.

AND WHEREAS, the Trainer is duly registered with the Institute of Company Secretaries of India (ICSI) for the purpose of imparting training to CS Trainees, and intends to engage trainee(s) for official assignments and to provide them with practical exposure to various facets of the Company Secretarial work. Particulars of the Trainer/Company Secretary in Practice is enclosed herewith as **Part B**.

NOW THEREFORE, the Trainer and the Trainee, after going through the relevant provisions of the “ICSI Student Training Guidelines-2024” have agreed to enter into this Contract, of which, understanding and consent are hereby acknowledged in terms of the mutual covenants, mentioned herein below:

I. DURATION OF TRAINING:

The training shall commence on _____ and continue for a period of _____ months, subject to the satisfactory performance and adherence to the agreed terms & conditions stipulated herein.

II. NATURE OF TRAINING:

The training shall comprise structured, supervised, and practical exposure across various areas of the prescribed curriculum of the Company Secretaryship Course, including but not limited to:

- Corporate and Allied Laws (including Insolvency)
- Securities Laws
- Tax Laws (Direct and Indirect)
- Corporate Governance / ESG / CSR
- Financial Management
- Economic and Business law
- Audit and Corporate Funding
- Labour Laws and Industrial Relations
- Legal Drafting, Arbitration & Mediation
- Corporate Funding and Due Diligence
- Appearance and representation before regulatory authorities such as MCA, NCLT, RBI, SEBI, ED, etc.
- Arbitration & Mediation Proceedings
- Emerging areas including Artificial Intelligence (AI) and Cybersecurity

III. OBLIGATIONS OF THE TRAINER:

- (a) To provide a structured and conducive environment for learning to enable trainee to acquire the acumen and practical learning of the Company Secretaryship.
- (b) To impart knowledge and supervise the work of the trainee.
- (c) To offer fair and timely feedback on the trainee's performance, incase required by the Institute.
- (d) To ensure that the trainee is engaged in diverse assignments relevant to professional development.
- (e) To utilize the Trainee's services strictly for professional assignments.
- (f) That the services of trainee shall be used only for the professional work.
- (g) In case of any mis-happening/death of the trainer during the said terms, his legal representative shall grant a Certificate of Training Completion to the trainee in the appropriate form, for the undergone period of training.
- (h) In case the trainer ceases to be in practice as a Company Secretary or in any way become incapable of continuing in the intended profession/practice during the said term, the trainer

will make the necessary arrangements, as far as practicable, for the completion of the remaining duration of training with some other member, eligible to impart training to the trainee and issue the certificate thereof, in the appropriate form for the period of training undergone with him.

- (i) The trainer, within 30 days from the date of completion of every quarter of training, shall submit online quarterly reports to the Institute, mentioning the progress/learning of the trainee.
- (j) Subsequent to successful completion of training, to issue, duly signed and stamped Training Completion Certificate (in the prescribed format), specifically indicating total duration of training and leave availed by the trainee.
- (k) No Trainer shall engage trainee(s) of any other Institute/organization, for the term, coinciding/ overlapping with the training of the CS trainee, except with the prior permission of the Institute.

IV. OBLIGATIONS OF THE TRAINEE:

- (a) To maintain discipline, confidentiality and professional ethics.
- (b) To abide by the working hours, office policies and instructions of the Trainer
- (c) To complete assignments diligently and seek clarifications, as and when needed.
- (d) To maintain regular attendance and notify the trainer in case of absence/ leave.
- (e) To obtain the quarterly report from the trainer as and when required.
- (f) To extend training in case of excess leaves availed during the training period.
- (g) To prepare and submit a Project Report to the Institute (in the prescribed format) on the training undertaken by the trainee.

V. STIPEND:

- (a) The Trainer shall endeavor to pay a stipend higher than the minimum amount prescribed by the Institute, however, under no circumstances shall the stipend paid be less than the minimum amount, so prescribed by the Institute from time to time. The stipend shall be disbursed on or before the 10th day of each succeeding calendar month and shall include payment of any period of authorized leave(s), if applicable.
- (b) Payment of stipends to the trainee shall be through Cheque/ online banking channels/ gateway, only.

VI. LEAVE POLICY:

- (a) The Trainee shall be entitled to _____ days of leave during the training period, as per Training Guidelines.
- (b) If the trainee avails any extra leave, the trainee shall be required to extend the period of training for such number of extra leaves.

VII. TRANSFERS:

In case required, either of the parties may seek/recommend transfer, subject to satisfaction of the criteria mentioned hereinbelow, as well as conditions, prescribed in the "Training Guidelines":

S. NO.	DURATION OF TRAINING	NOTICE PERIOD	REQUISITE DOCUMENTS
1.	The first two (2) Months (Probation period) of Training	Fourteen (14) days' notice	Subsequent to completion of the Notice Period, Trainee shall submit:
2.	For the remaining period, after the probation	Sixty (60) Days' notice only in exceptional cases as per ICSI Training Guidelines OR Notice period as mutually agreed or can be reduced mutually in case of transfer by mutual consent of parties.	(i) Self-declaration, requesting transfer in prescribed format. (ii) NOC from the existing trainer. (ii) Advance Notice of either Fourteen (14) days/ Sixty (60) days or as applicable.

VIII. DISPUTES:

In case of any dispute, the Parties shall amicably try to find resolution of the same, failing which matter may be referred to the Institute of Company Secretaries of India (ICSI) for its decision. The decision of the ICSI shall be final and binding on the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month and year first hereinabove written

Signature
By the "TRAINER"

Signature
By the "TRAINEE"

Signature
Witness 1

Signature
Witness 2

Annexure I

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

(PART-'A')

Particulars of the Trainee:

1. **Name** (in block letters) :
2. **Student Registration No.** : (Specify if re-registration done)
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

ICSI-HQ or Name of Region/ Chapter	Date (from _____ to _____)	Completion Certificate received (Yes/no)

5. Particulars of previous training, if any :

- i. Name & Address of the trainer / Company Secretary in Practice :
- ii. C.P. Registration Number:
- iii. Date of commencement of training:
- iv. Date of termination of training:
- v. Duration of leave taken, if any:
- vi. Reason for taking transfer (if any):

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

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

- i. Date of Purchase of stamp paper:

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

9. Whether the Contract has been executed:

- i. In the printed form without any modifications:
- ii. In duplicate and one copy kept by either party:

10.

- i. Whether the trainee is engaged in any other business or occupation:
- ii. If so, whether permission of the Council has been obtained (Quote letter no. & date)
- iii. If permission is not sought, please give full details of engagement and the date since when so engaged.

11.

- i. Whether the trainee has taken up any other course of study, academic or
- ii. 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):
- iii. If permission is not sought, give full particulars of the course, timing of the classes held, working hours of the trainer, 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 trainer within thirty (30) 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 Trainee Date :

Place :

I declare that the particulars given above are true and correct to the best of my knowledge and belief. Counter signed by the Trainer/

Date:

Place:

Annexure II

PARTICULARS OF THE TRAINER/ (COMPANY SECRETARY IN PRACTICE) (PART- 'B')

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

I further declare that:

- i. I have fully satisfied myself that the trainee is eligible to receive training, as such, under the Company Secretaries Regulations 2020 and as amended from time to time.
- ii. The Contract of Long-Term 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 Training has been retained by me and the other has been given to the trainee.
- v. I shall be paying a stipend of Rs. _____ per month to the trainee.

7. Address for communication for Trainer

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

Mobile No. _____

Email Address: _____

Date : _____

Place :

Signature & Stamp of the Trainer