

SOUTH EASTERN RAILWAY

FORM OF AGREEMENT FOR TRAINEE ACT APPRENTICE

(THE AGREEMENT SHOULD BE DRAWN UP ON SPECIAL ADHESIVE NON-JUDICIAL STAMP PAPER OF PROPER VALUE)

ARTICLES OF AGREEMENT MADE this _____ day of 2021 between _____ Son of _____ residing at _____ hereinafter referred to as the trainee of the first part and _____ Son of _____ Resident of _____ (Father or Guardian of the second part and the President of India) Acting by an through _____ Railway Administration of the third part.

Where as the President of India (herein after referred to as the "Government" was at the request of the parties of the first part and second part engaged the training and the trainee has with the consent of the part of the second part agreed to under go training at _____ in _____ Department of Indian Railways on the terms and conditions hereinafter in appearing.

NOW THESE PRESENTS WITNESS AND THE PARTIES HERETO REPSECTIVELY AGREE AS FOLLOWS:-

The trainee of his/her own free will and with the consent of the part of the second part hereby binds himself to serve the Government as Act Apprentice trainee in any place situated on the South Eastern Railway

1. system of a period of 1/ 2 / 3 years commencing from the _____ day of _____ and the Government may at their discretion after or modify the periods and causes or places of training. And they shall also have power to terminate the trainee before the expiry of the said period 1/2/3 years as herein after provided.
2. The period of training shall be 1/2/3 year aforesaid that the trainee shall receive a monthly stipend at the rates given below under the Rules or extent orders from time to time.

Training period	Stipend
During 1 st year training	70% of Minimum Wages of Semi-Skilled in Jharkhand State
During 2 nd year training	80% of Minimum Wages of Semi-Skilled in Jharkhand State
During 3 rd year training	90% of Minimum Wages of Semi-Skilled in Jharkhand State

3. Should be at any time during the training, not satisfy the authority under whom he is working that he is making good progress or that his discharged from his training as herein provided. The Government or the Officer, appointed by them in that behalf shall be the sole and absolute judge (Whose decision shall be final) for the purpose of determining whether the progress of his training is or is not satisfactory.
4. The trainee shall employ himself honestly efficiently and diligently under the orders and instructions of the authorities under whom he shall from time to time be placed by the Government in any locality in India and shall do all things which may be required of him or which are necessary to be done in his capacity as an trainee.
5. The trainee shall not on any reason absent himself from his duties without having first obtained the permission of the Officer authorized in that behalf by the Government of in case of sickness or accident without forwarding a Medical Certificate satisfactory to such officer.
6. The trainee shall devote his whole time to the training and shall not carry on or be concerned in any other trade or business or occupation whatsoever.
7. The trainee shall be responsible for the charge and care of Government money, goods and stores and other property entrusted to him or in his hands and shall truly and faithfully account for or pay over to deliver the proper officer all money goods and stores and stores and property, which shall at any, time come to his hands or be under his charge on account of the Government.
8. The trainee shall conform to all the Rules and Regulations of the Department to which he/she may be attached for training at any time and shall obey all such orders and directions as he/she shall from time to time receive from the officer and/or officers placed in authority above him.
9. The trainee will, if required, pass an examination on Indian Language conducted by NCTVC.
 - 9.1 The trainee shall, if so required by the General Manager of the Railway, so which he is posted during the period of his training get himself enrolled to such unit of the National Cadet Corps as may be constituted by the Central Government by notification under section 7 of the National Cadet Corps Act 1948 in accordance with the rules prescribed in this behalf and thereafter shall be governed by such rules during the period of enrolment.
10. The Government shall be at liberty to deduct from time to time out of the stipend due to be paid to the trainee as aforesaid any sum or sums of money which may be reasonable for any loss of time occasioned by the absence, sickness without an approved

medical certificate or other incapacity to work and also for any loss which the Government may sustain by reason of the negligence or misconduct of the trainee.

11. The trainee will not during the period of training to be allowed to subscribe to the State Railway Provident Fund. The period of training will not count for pensionary benefits.
12. Should the trainee be guilty of any insubordination intemperance or other misconduct or any breach of non-performance of the provisions of these presents at any time during the continuance of the training it shall be lawful for the Government or the Officer having authority in that behalf immediately and without previous notice to dismiss or discharge him/her from. training and the Government or such Officer shall be sole and absolute judge, whose decision shall be final for the purpose of determining whether the trainee has been guilty of any insubordination, intemperance or other misconduct has committed, any branch in the performance of the provisions of these presents.
13. It shall be lawful for the Government if satisfied on the medical evidence before them that the trainee is unfit and is likely for a considerable period to continue unfit by reason of ill health to obtain or to complete the training to determine the training without previous notice (the decision of the Government being conclusive) and there upon his/her training shall be terminated.
14. During the period of training the trainee shall be eligible for leave in accordance with the Rules for the time being in-force applicable, to trainee on Indian Railways.
15. Should be trainee to terminate his/her training without the written consent of the Government or try to withdraw by wilfully absenting himself/herself by adopting any other unfair tactics or be discharged there from for misconduct or any other offence as enumerated in clause (13) above of his/her/training, decline on the completion of his training, to accept service in the Mechanical Department or Indian Railways as aforesaid (if offered to him/her) or resign service without the written consent of the Government the parties of the first part, in consideration of the premises, hereby jointly and severally agree to repay on demand by the trainee, from the Government under the whole cost of his/her training which will be understood as 12.5% of stipend.
16. The trainee shall not be entitled to any compensation, Whatsoever in his/her training lie in terminated under an / of the provisions of these present nor shall be party of the second part have any claim for compensation against the Government in that behalf.
17. The trainee shall undergo training for such trade or trades as may be specified in terms of clause (1) hereof no guarantee or promise of employment temporary or permanent on completion of training, is given or implied by the Railway Administration.

17.1 Stipend will be withheld when an extension / a repeat course of considered necessary at the end of prescribed period of training (for the reasons that the trainee has failed to complete the prescribed training satisfactorily.

17.2 The trainee for whom repeat course is given will rank junior to those passing in the first attempt. Such of the trainees who failed in the initial training and who will be given repeat course without stipend, will be governed by the terms and conditions given under :

17.3 During the period of repeat course of training will be governed by the terms and conditions on his agreement with the president, entered into by him at the time of joining the initial training etc, in that no stipend will be paid during the repeat course period.

18. In respect of any matter for which no provisions have been made in this Agreement the provision of the Indian Railway Establishment code from time to time in force or any Rules made there under shall apply to the extant to which they are applicable to the service hereby provided for, and the decision of the Government as to their applicability, interpretation as effect shall be final.

19. Subject as otherwise provided in this contract, all notices to be given on behalf of the Government and all other sections to be taken on behalf of the Government may be taken on behalf of the Government by or any officer for the time being entrusted with the functions duties and powers of the said. IN WITNESS WHERE OF THE parties here to have got their hands the day and year first above written.

WITNESS

1.

SIGNATURE OF THE FIRST PART

(Trainee)

2.

WITNESS

1.

SIGNATURE OF THE SECOND PART

(Father or Guardian of Trainee)

2.