National Apprentice and Industrial Training Authority
971, Sri Jayawardanapura Mawatha,
Welikada, Rajagiriya.

This Contract is approved and entered in the Register of Training contracts under Tertiary and Vocational Education Act No: 20 of 1990	
No:	Stamp:
On:	Signature:

TRAINING CONTRACT

(Under the provision of section 65
of the Act No: 20 of 1990)

(Notes on the Training Contract)

The training employer will be registered on the register of training contracts at the National Apprentice and Industrial Training Authority immediately after registration or prior to the commencement of training whichever is the earliest. All copies of this contract must be appended. The same applies to amendments to the provisions of this contract by reason of extension of training periods, termination or any such matter. All such amendments to this contract shall be permissible only after prior approval is granted by NAITA. It is the responsibility of the training employer to hand over a duly certified copy of this contract after obtaining registration at NAITA.

The training employer is required to inform NAITA whenever the trainee has been absorbed into regular employment in his establishment.

BETWEEN
AND

The Training Employer	The Trainee		
Name of the Firm	Name in full	In Sinhala	
		In English	
Address	Address		
Tele: No:	Date of Birth		

N.I.C No.....Male/Female

WHEREAS the Training Employer has agreed to engage the Trainee for the purpose of providing INITIAL TRAINING/FURTHER TRAINING / RE-TRAINING in the TRAINEE OCCUPATION OF.....

AND WHEREAS the said Trainee Employer and Trainee have agreed to abide by the provisions of Tertiary and Vocational Education Act. No. 20 of 1990 and the regulations made there under which govern such training in Sri Lanka;

The following contract is hereby entered into between the aforesaid Training Employer and the Trainee:

A. The duration of training according to the Training order recognised under Act. No. 20 of 1990 shall be a period of ..... Month / Year From.....To.....	**F.** The training employer shall pay the Trainee a suit able gross allowance of Rs..... per month or such sum as may be determined from time to time by the National Apprentice and Industrial Training Authority.
B. The Training shall take place in..... .... and other work places usually associated with the headquarters of the Firm.	**G.** The Training employer shall ensure that skills and knowledge are imparted to the Trainee in accordance with the training objectives laid down in the Training Order and that the relevant subject matter is covered and the training objectives are achieved within the stipulated training duration
	H. The training employer shall impart the training himself if suitably qualified, or through other suitably qualified employees in his establishment.
C. The regular weekly training hours shall be 45 1/2 hours.	**I.** The training employer shall provide the trainee with a copy of the Training order at the commencement of training.
D. The nature, content and syllabus for training, during the entire period of training shall substantially conform to the Training order provided for such trainee occupation.	**J.** The training employer shall provide the trainee with training aids and equipment and in particular training tools, consumable and literature necessary for training in the establishment and shall also provide the trainee all the facilities required by the trainee to sit the examinations and National Trade Tests conducted by the National Apprentice and Industrial Training Authority in the Trainee Occupation such trainee is undergoing training.
E. The probation period shall be three months for Training courses of duration up to two years, and six months for training courses of duration of more than two years.	

Continued Overleaf

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K. The Training employer shall ensure that the trainee attends all other training programmes to be followed outside the establishment as specified under the Training order.	**R.** The trainee shall observe strickly the rules and regulations of the establishment / training employer.
L. The training employer shall allot the trainee only with such work as serves the purpose of the training and is in keeping with the physical abilities and constitution of the trainee.	**S.** The trainee shall treat tools , machinery and other equipment installations with due care and only use them for the purpose which they are intended.
M. The Training employer shall ensure that the trainee's character is developed and not exposed to moral or physical hazards.	**T.** The trainee shall keep all books of records issued for the purpose of training in proper order and duly entered and submit same for regular Inspection by the employer and the inspector of NAITA.
N. The training employer shall also grant all the necessary leave of absence to the trainee to follow training programmes or sit for examinations and Tests referred to in clauses J & K above.	**U** The trainee shall observe the business and trade secrets of the training employer.
O. The Trainee shall make every effort to acquire the skills and knowledge to achieve the training objective as envisaged under the Training order.	**V.** The trainee shall notify the training employer immediately of absence due to sickness, accident or other reason, and submit medical certificates if necessary.
P. The trainee shall carry out with due care the work assigned by the training employer during the course of training.	**W.** The trainee shall be entitled to fourteen days of casual leave and seven days of medical leave. However if the training period is less than one year the above leave entitlement shall apply on a propotionate basis.
Q. The trainee shall adhere to all directions issued as part of training by the training employer the trainer or any other authorised person.	

GENERAL

It is also hereby agreed between the training employer and the trainee that the following general rules apply during the period of this contract :-

a) That the trainee shall be covered by the Workmen's Compensation Ordiance an the Factories Ordinance;

b) Where the training contract of a trainee is terminated after the completion of the probationary period through the failure of the training employer to carry out the terms and conditions of this contract, he shall pay to the trainee, compensation, the quantum of which shall be determined by the NAITA and where this contract is terminated after the completion of the probationary period through the failure of the trainee to carry out the terms and conditions, of the contract, he or his legal representative shall pay to the employer compensation, the quantum of which shall be determined by the NAITA. All procedure to be followed in this regard shall strictly be in accordance with the provisions set out in Act No. 20 of 1990 and regulations made thereunder.

c) that any disputes arising between parties to this contract related to training shall be referred to the Chairman NAITA for arbitration. The decision of the Chairman NAITA shall be Final.

d) The trainee shall be considered as a "Workman" as defined under the Industrial Disputes Act.

.....
Sig. of Training Employer

.....
Sig. of Trainee/Parent of guardian

Name.....

Name.....

Address.....

Address.....

(Company Seal)

On This.....day of.....

Witness for employer

Witness for Trainee

.....
Signature

.....
Signature

Name.....

Name.....

Address.....

Address.....

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