

EXTRAORDINARY  
GOVERNMENT



REGISTERED NO. P.III  
G A Z E T T E

## **KHYBER PAKHTUNKHWA**

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GOVERNMENT OF THE KHYBER PAKHTUNKHWA  
INDUSTRIES, COMMERCE AND TECHNICAL  
EDUCATION DEPARTMENT

### **NOTIFICATION**

Peshawar Dated, the 9<sup>th</sup> May, 2025.

**No. SO(IND)Gen:Misc/2023.-** In exercise of the powers conferred by section-19 of the Khyber Pakhtunkhwa Apprenticeship Act, 2022 (Khyber Pakhtunkhwa Act No. XXXV of 2022), the Government of Khyber Pakhtunkhwa is pleased to make the following rules, namely:

### **THE KHYBER PAKHTUNKHWA APPRENTICESHIP RULES, 2025.**

#### **CHAPTER-I PRELIMINARY**

**1. Short title and commencement.**---(1) These rules may be called the Khyber Pakhtunkhwa Apprenticeship Rules, 2025.

(2) These rules shall come into force at once.

**2. Definitions.**---(1) In these rules, unless the context otherwise requires, the following expressions shall have the meanings hereby respectively assigned to them, that is to say—

- (a) “Act” means the Khyber Pakhtunkhwa Apprenticeship Act, 2022 (Khyber Pakhtunkhwa Act No. XXXV of 2022);

- (b) **“Chairman”** means the Chairman of the Apprenticeship Committee constituted under section 5 of the Act, as prescribed in rule 35 of these rules;
- (c) **“member”** means a member of the Apprenticeship Committee; and
- (d) **“Schedule”** means the Schedule appended to these rules.

(2) Words and expression used in these rules but not defined shall have the same meaning as assigned to it in the Act.

3. **Notification of the designated trades.**---The Department shall by Notification in the official Gazette notify the trades in which apprentices shall be trained.

## **CHAPTER-II**

### **METHOD AND CONDITIONS OF ENGAGEMENT, SELECTION, AND PROBATION PERIOD**

4. **Recruitment and selection.**---(1) The employer shall train apprentices, having domicile of Khyber Pakhtunkhwa, in a proportion of at least five (05) percent of the total number of persons employed in the establishment, on annual basis, as may be notified by the Competent Authority from time to time.

(2) The employer shall observe the following procedure for the selection of apprentices, namely:

- (a) the employer shall publicly notify the minimum educational qualifications for each category of apprenticeable trade after obtaining approval of the Competent Authority. The same shall also be published on the official website of the employer:

Provided that if the employer has no official website, the condition of publishing the vacancies on the website of the employer shall be condoned;

- (b) the vacancies shall be advertised in at least two leading national newspapers, one Urdu and one English;



- (c) the employer shall also forward the vacancies to the Competent Authority for publication on the official website of the Directorate General of Industries and Commerce;
- (d) the following minimum quota shall be observed for the recruitment of apprentices-
  - (i) women ten percent (10%);
  - (ii) minorities five percent (5%);
  - (iii) persons with disability two percent (2%); and
  - (iv) open merit eighty three percent (83%);

Provided that if the vacancies in the categories mentioned in sub-clauses (i) to (iii) could not be filled due to non-availability of eligible persons in the relevant category, the employer shall fill the seats through open merit;

- (e) subject to clause (d), the seats reserved for open merit and quota shall be filled in on merit basis;
- (f) the employer concerned shall organize and conduct a written test of the candidates;
- (g) the minimum passing marks for the written test shall be fifty percent (50%) of the total marks assigned for the written test;
- (h) the candidates who pass the written test shall be called for interview;
- (i) the final merit list shall be prepared on the basis of marks secured by an apprentice on the basis of the following criteria:
  - (i) academic record: 30%;
  - (ii) written test: 60%; and
  - (iii) interview: 10%;
- (j) the final merit list duly signed and attested by the employer shall be intimated in writing to the Competent Authority;

- (k) the minimum age for enrolment as an apprentice shall be fifteen years, while the maximum age limit shall be twenty five years;
- (l) the employer shall evaluate the physical fitness of all the apprentices through a qualified doctor at the employer's cost; and
- (m) final hiring of apprentices shall be subject to verification of educational credentials and character of the apprentices by the employer from the relevant organizations or authorities.

(3) Notwithstanding anything contained in these rules, if a situation arises where no applicant from the Province of Khyber Pakhtunkhwa applies for apprenticeship, then, the applicants from other provinces may be selected on merit basis.

**5. Duration of apprenticeship.**---(1) The duration of apprenticeship in designated trades shall be such, as may be notified by the Competent Authority, for each designated trade, upon the recommendations of the Apprenticeship Committee.

(2) The Apprenticeship Committee, while giving recommendations under sub-rule (1), shall be guided by the following considerations, namely:

- (a) the nature and job description of the designated trade;
- (b) the expected level of skill proficiency and knowledge of the designated trade to be achieved by an apprentice;
- (c) the practical training, related theoretical instructions and job practice needed to develop the desired skill and knowledge; and
- (d) the minimum educational qualifications laid down for entry as an apprentice in the designated trade.

(3) The duration of apprenticeship shall be specifically mentioned in the apprenticeship contract given in **Schedule-I**.

**6. Extension of apprenticeship.**---(1) Any extension of the apprenticeship period, if deemed necessary by the employer for the successful completion of the apprenticeship on a case-to-case basis, shall be made with the approval of the Competent Authority.



(2) The extension period of apprenticeship shall not be more than one fourth ( $\frac{1}{4}$ <sup>th</sup>) of the duration of the original apprenticeship.

7. **Stipend, incentive and reward.**---(1) The employer shall pay to the apprentice, during the apprenticeship period, a monthly stipend at the following rates:

S. No.	Duration of contract period	The scale of minimum stipend to be paid by the employer
(a)	the initial one-third ( $\frac{1}{3}$ ) duration of the contract:	fifty percent (50%) of the minimum wage prescribed by the Government;
(b)	the second one-third ( $\frac{1}{3}$ ) of the duration of the contract:	sixty percent (60%) of the minimum wage prescribed by the Government; and
(c)	the remaining contract duration:	seventy percent (70%) of the minimum wage prescribed by the Government.

(2) Notwithstanding anything contained in sub-rule (1), if the duration of the apprenticeship training exceeds three years, then the stipend after the third year shall be equal to the minimum wages for skilled workers determined by the Government from time to time.

(3) Notwithstanding anything contained in this rule, an employer may offer an apprentice a higher stipend and other incentives or rewards during apprenticeship.

8. **Probation.**---The apprentice selected by the owner in a designated trade shall be on probation for a period in accordance with the table mentioned below:

Duration of apprenticeship	Period of probation
less than one year	two months; and
one year or more	three months.

(2) During the probation period, the employer may terminate the apprenticeship contract after serving a written notice on the apprentice under intimation to the Competent Authority, if in the opinion of the employer the apprentice is not efficient or cannot complete the apprenticeship.

(3) If an apprentice is aggrieved from the termination of contract under sub-rule (2), he may file a representation with the Competent Authority in this behalf.

(4) The Competent Authority shall decide the representation within a period of thirty days from the date of submission of representation to it. The decision of the Competent Authority on such representation shall be final.

**9. Procedure for termination of apprenticeship contract.**---(1)The apprenticeship contract shall be terminated in accordance with section 4 of the Act in the following manner:

- (a) either party to the apprenticeship contract shall serve upon the other party fourteen days prior written notice to correct course/conduct within a time specified in the notice;
- (b) the notice shall clearly state the reasons for termination of contract of apprenticeship;
- (c) the other party shall mend his conduct/course within the time specified in the notice; and
- (d) if the other party fails to correct his conduct/course, the apprenticeship contract shall stand terminated upon the expiry of the time specified in the notice.

(2) All apprenticeship contracts terminated by either party shall be intimated to the Competent Authority within fourteen days of their termination.

**10. Grounds for termination of apprenticeship contract.**---The apprenticeship contract, inter alia, shall be terminated on the following grounds:

- (a) if the terms and conditions of the apprenticeship contract have been violated;
- (b) if the apprentice is guilty of misconduct or violating the discipline of establishment;



- (c) if the apprentice has violated the code of conduct laid down by the employer under these rules for regulating the conduct of employees in his establishment;
- (d) if the employer has violated the liabilities and obligations conferred upon him under section 7 of the Act; or
- (e) any other grounds deemed appropriate by the parties to be a ground for termination of apprenticeship contract.

**11. Transferability of apprentices.**---No apprentice shall be transferred from one employer to another employer except with the approval of the Competent Authority, who shall not grant such approval unless, in his opinion, the transfer is unavoidable for the satisfactory continuance of the apprentice's apprenticeship in the designated trade.

**12. Change in a designated trade.**---(1) No designated trade, in which an apprentice is admitted for apprenticeship, may be changed during the apprenticeship period except with the prior approval of the Competent Authority.

(2) The apprentice may, during the period of probation, apply for a change in the designated trade to the Competent Authority.

(3) The Competent Authority shall allow the change in designated trade only if in the opinion of the Competent Authority such change of designated trade is necessary for the apprentice's aptitude, health, progress in training or any other genuine reasons.

(4) If the Competent Authority allows change in designated trade, it shall direct the parties for any change of the provisions of the apprenticeship contract if required.

### **CHAPTER-III**

#### **TERMS AND CONDITIONS OF THE APPRENTICESHIP CONTRACT AND RELATED MATTERS**

**13. The terms and conditions of the apprenticeship contract.**---(1) No apprenticeship in a designated trade shall be undertaken unless the employer and the apprentice enter into a contract of apprenticeship.

(2) The apprenticeship contract shall contain such terms and conditions as given in **Schedule-I**.

**14. Settlement of disputes between the employer and apprentice.**---(1) In case of any dispute arises between the employer and the apprentice, the employer or the apprentice shall try to resolve amicably the same through negotiations or reconciliation.

(2) If the employer and apprentice fails to resolve the dispute amicably through negotiations, either party may refer the dispute to the Competent Authority for decision.

(3) The Competent Authority shall, after giving the employer and apprentice an opportunity of being heard, decide the dispute.

(4) The decision of the Competent Authority upon dispute shall be final.

**15. Employment of apprentices after completion of apprenticeship.**---The apprenticeship in a designated trade per se shall not bestow upon the apprentice the right of employment in the establishment. However, the employer may hire an apprentice in his establishment after successful completion of the apprenticeship.

**16. Working hours, leave and holidays.**---(1) Working hours, leave and holidays for an apprentice shall be the same as for other employees in the establishment.

(2) Apprentices falling under the categories of adolescents as defined in the Khyber Pakhtunkhwa Factories Act, 2013, shall be entitled to the benefits of the special provisions contained in the said Act.

**17. Procedure of registration of apprenticeship contract.**---(1) The employer shall prepare the apprenticeship contract in triplicate, duly signed by the apprentice and the employer.

(2) The employer shall forward the apprenticeship contract, in triplicate, to the Competent Authority within fourteen working days of the signing for registration.

(3) After registration of the apprenticeship contract, the Competent Authority shall retain a copy of the apprenticeship contract in original for record and the remaining two copies of the apprenticeship contract, in original, shall be forwarded to the employer.



**18. Indiscipline by apprentice.**---For the purposes of these rules the following shall be treated as acts of indiscipline on the part of the apprentices, namely:

- (a) willful insubordination or disobedience to any lawful and reasonable order of the employer or his representative responsible for the training of the apprentice in the designated trade;
- (b) theft, fraud or dishonesty in connection with the business or property of the employer or his representative responsible for the training of the apprentice in the designated trade;
- (c) willful damage to or loss of goods or property of the employer or his representative responsible for the training of the apprentice in the designated trade;
- (d) receiving or giving bribes or any illegal gratification;
- (e) habitual absence without approval or absence without duly sanctioned leave for more than three days;
- (f) habitual late attendance;
- (g) habitual breach of any policies or rules of the employer or his representative;
- (h) riotous or disorderly behavior during working/training hours; and
- (i) Consistent lack of interest in training work, assigned by the employer or his representative.

**19. Procedure to deal with indiscipline.**---(1) If an apprentice is guilty of indiscipline, as provided in rule 18, the employer shall reduce in writing the date and nature of the indiscipline of which the apprentice is accused.

(2) The employer shall serve a show cause notice on the apprentice informing him of the alleged act of indiscipline, asking him to explain his position within seven working days.

(3) If the employer is satisfied with the apprentice's reply, he shall close the case.

(4) If the employer is not satisfied with the apprentice's reply, he shall appoint an inquiry officer to investigate the alleged indiscipline committed by the apprentice.

(5) The inquiry officer shall submit findings in writing to the employer within seven working days of being appointed as inquiry officer.

(6) The employer, after taking into consideration the findings/recommendations of the inquiry officer, may award a penalty to the apprentice in accordance with rule 20 of these rules.

**20. Penalty.**---(1) Without prejudice to any other provision of these rules, if an apprentice is guilty of indiscipline, he shall be liable to any of the following penalties:

- (a) fine not exceeding twenty percent (20%) of the monthly stipend; and
- (b) if the indiscipline is such that it resulted or may have resulted in human or material loss, then the employer may terminate the apprenticeship contract.

**21. Suspension.**---If the act of indiscipline by the apprentice is such that his presence at the workplace is not prudent, the employer may suspend the apprentice for the period of inquiry:

Provided that the period of suspension shall not exceed fourteen days.

**22. Appeal.**---(1) If an apprentice is aggrieved with the penalty imposed upon him under rule 20 of these rules, he may prefer an appeal to the Competent Authority.

(2) The appeal shall be filed within fifteen working days of the employer's decision.

(3) The decision of the Competent Authority on the appeal shall be final and binding on both the parties.



**23. Provision of necessary wearing apparel or other safety material/instruments to the apprentice.**---(1) The employer shall provide free of cost all necessary training/learning materials, wearing apparel and other safety materials and articles to the apprentice during the apprenticeship.

(2) The items provided to the apprentice under sub-rule (1), shall remain the property of the employer.

**24. Supervision of apprentices.**---(1) The employer shall ensure effective supervision of apprentices. The employer shall appoint at least one supervisor to manage the apprenticeship program efficiently.

(2) If an establishment has fifty or more than fifty apprentices, the establishment shall have a designated training facility with the necessary human and material resources for training the apprentices.

(3) If an establishment has less than fifty apprentices, the employer shall authorize/designate an officer responsible for training the apprentices.

**25. Procedure to deal with the contravening employer.**---If an employer is accused of violating the provisions of the Act or these rules he shall be proceeded in the following manner:

- (a) the Competent Authority shall conduct an inquiry/investigation to ascertain facts of the case;
- (b) the Competent Authority shall serve upon the employer a written notice stating details of the violation;
- (c) if the employer fails to submit his reply within the time specified in the notice, the Competent Authority shall issue another notice to the employer;
- (d) if the employer fails to submit his reply in response to the second notice, the Competent Authority shall proceed ex parte;
- (e) if the Competent Authority is not satisfied with the reply of the employer, it may impose a penalty on the employer under sub-section (1) of section 13 of the Act, on the ticket (challan) as provided in **Schedule-II**; and

- (f) if the Competent Authority is of the view that the employer has not violated any provision of the Act or these rules, he shall exonerate the employer of the charges leveled against him.

**26. Record to be maintained by the employers regarding training of apprentices.**---(1) The employer shall maintain records relating to attendance, training and progress/evaluation and other relevant necessary records of the apprentice during the apprenticeship period.

- (2) The Competent Authority may check such records from time to time.

**CHAPTER-IV**  
**PROCEDURE OF ASSESSMENT OF THE APPRENTICE  
AND ANCILLARY MATTERS**

**27. Periodic tests.**---(1) The employer shall conduct periodic tests for evaluating the performance of the apprentices. Such tests/exams shall be designed in a way to properly evaluate the apprentice in terms of the practical and theoretical aspects of the training.

- (2) The results of tests under sub-rule (1), shall be compiled and displayed on a notice board by the employer. Results of the individual apprentices shall also be communicated to each apprentice by the employer.

- (3) The employer shall maintain a record of the tests and the results thereof taken under this rule.

**28. Final examination.**---The final examination, both practical and theoretical, for certification of the apprentice shall be organized and conducted by the employer at his own expense.

**29. Declaration of results and certification.**---(1) Upon completion of the final examination, the employer shall compile results and shall declare the same as soon as they are finalized.

- (2) The successful candidates shall be awarded certificates, wherein the designated trade in which he has completed the apprenticeship, shall be mentioned along with the period of apprenticeship, nature of training and proficiency achieved, etc.



(3) The employer shall annually submit the details of certificates, issued by him to the apprentice under these rules, to the Competent Authority for record.

**30. Experience certificate.**---In the case of premature termination of an apprenticeship, the employer shall issue the apprentice an experience certificate indicating the designated trade, the period, the extent and the nature of training undergone up to the termination date.

**31. Maintenance of list of certified apprentices.**---The Competent Authority shall maintain a list of certified apprentices. The list shall be displayed on the official website of the Competent Authority.

**32. Practical training.**---(1) At least eighty percent (80%) of the apprentice's working hours shall be spent on practical work.

(2) The employer shall, with the approval of Competent Authority, prepare the contents and schedule of practical work.

**33. Theoretical training/instructions.**---(1) The employer shall, with prior approval of the Competent Authority, determine the subject and syllabus of the related theoretical instructions for the apprenticeship.

(2) If the employer does not have a facility or necessary arrangements for the theoretical training of the apprentices, he shall, with the approval of Competent Authority, hire the services of a duly recognized training organization to impart such theoretical training.

**34. Counseling and placement service.**---(1) The Competent Authority shall establish a career counseling and placement Cell in the headquarter and regional offices of the Directorate General of Industries and Commerce.

(2) The Competent Authority shall arrange counseling sessions, seminars, and workshops in the headquarters and regional offices of the Directorate General of Industries and Commerce.

(3) The Competent Authority may for the purpose of implementation of the Act and these rules, organize job fairs in collaboration with the employers and donors.

**CHAPTER-V**  
**APPRENTICESHIP COMMITTEE**

**35. Apprenticeship Committee.**---The Apprenticeship Committee, constituted under section 5 of the Act, shall consist of the following composition, namely:

- |     |  |                              |
|-----|--|------------------------------|
| (a) | Director Commerce, Directorate General of Industries and Commerce Khyber Pakhtunkhwa;  | Chairman                     |
| (b) | Deputy Director Commerce, Directorate General of Industries and Commerce Khyber Pakhtunkhwa;   | Member<br>-cum-<br>Secretary |
| (c) | representative of Director General, National Vocational and Technical Training Commission(NAVTTTC) Regional Office, Peshawar not below the rank of BPS-18; | Member                       |
| (d) | representative of Managing Director, Technical Education and Vocational Training Authority Khyber Pakhtunkhwa not below the rank of BPS-18;                | Member                       |
| (e) | representative from the Chamber of Commerce and Industry;  | Member                       |
| (f) | representative of Women Chamber of Commerce and Industry;  | Member                       |
| (g) | three representatives of employers (at least one ofwhom shall be a femalet to be nominated by the Competent Authority);                                    | Member                       |
| (h) | representatives from a recognized Collective Bargaining Agent; and   | Member                       |
| (i) | a certified apprentice to be nominated by the Competent Authority.   | member                       |



**36. Term of office of the members of the Apprenticeship Committee.**---(1) The term of office of the Apprenticeship Committee members other than ex-officio members shall be three years, which may be extended only once for a period of one year by the Department:

Provided that the Department shall initiate the process of appointment of new non-official members of the Apprenticeship Committee at clauses (e) to (i) of rule 35, ninety days prior to the completion of the term of existing non-official members.

(2) The non-official members at clauses (e) to (i) of rule 35 may resign from membership of the Apprenticeship Committee in writing to the Chairman of the Apprenticeship Committee.

(3) In case of a vacancy in the membership of the Apprenticeship Committee caused due to death, resignation or removal of the non-official members at clause (e) to (i) of rule 35, the same shall be filled by nomination of another person. The person so nominated shall hold the membership for the remaining period of the term of his predecessor.

(4) The non-official members at clauses (e) to (i) of rule 35, may be removed from the Apprenticeship Committee if he-

- (a) has become mentally or physically incapable due to illness or otherwise to perform his duties as member;
- (b) is convicted by court of law for an offence involving moral turpitude or any other heinous offence;
- (c) has become insolvent or has applied to be adjudged as insolvent and his application is pending;
- (d) is involved in corruption or corrupt practices; and
- (e) absents himself from meetings of the Apprenticeship Committee regularly and is not seriously taking up his responsibilities as member.

(5) Before removal under sub-rule (5), the non-official member shall be given an opportunity of hearing.

**37. Functions of the Apprenticeship Committee.**---The Apprenticeship Committee shall perform the following functions, namely:

- (a) give recommendations to the Competent Authority in matters relating to the implementation of the Act and rules made there under;
- (b) give recommendations for improving the process/procedure of hiring apprentices;
- (c) give recommendations on the exemption of an establishment or class of establishments from all or any of the provisions of this Act for one year in case of natural calamity;
- (d) give recommendations to the Competent Authority in notifying/de- notifying apprentice-able trades and prescribing their duration, standards, certification, etc;
- (e) guide the Competent Authority in matters related to intra and interprovincial stakeholders; and
- (f) any other functions which the Government or Chief Minister may assign.

**38. Conduct of business.**---(1) The Apprenticeship Committee shall meet at least once in every calendar year.

(2) The Secretary of the Apprenticeship Committee shall convene the meetings with the approval of Chairman.

(3) The agenda for the meeting shall be framed by the Secretary of Apprenticeship Committee and approved by the Chairman.

(4) The Secretary of the Apprenticeship Committee shall communicate agenda of the meeting to all members before the meeting.

(5) The notice of meeting under sub-rule (4), shall specify the meeting's date, time and venue.



(6) The quorum for a meeting of the Apprenticeship Committee shall be two-third of its total members.

(7) A matter not on the agenda of meeting may be discussed with the Chairman's approval.

(8) The decisions in the Apprenticeship Committee meetings shall be made by a majority votes by the members present. In case of tie, the Chairman shall have a casting vote.

(9) The minutes of every meeting of the Apprenticeship Committee shall be recorded in writing and approved by the Chairman and maintained by the Secretary.

**39. Sub-committees.**---The Apprenticeship Committee may constitute one or more sub-committees, as and when required, to assist on a specific issue.

**40. Code of conduct and ethics.**---The code of conduct and ethics for the apprentices shall be the same as for the other employees employed by the employer.

**41. Environment, health and safety.**---(1) The employer shall ensure the safety and security of apprentices, particularly in trades that are hazardous and have the potential to harm the health and well-being of the apprentices.

(2) The employer shall ensure the maintenance of a conducive environment and necessary facilities for the training of female apprentices.

(3) The employer shall provide all essential facilities to the persons with disabilities.

(4) The apprentices shall be entitled to welfare schemes including but not limited to health insurance, group insurance etc., during the apprenticeship.

(5) The employer shall promote the welfare of the apprentices and shall provide the same facilities as offered to its other employees.

**SCHEDULE-I**  
**(see rule 5(3) and 13(2))**  
**APPRENTICESHIP CONTRACT**

This contract is made on this day \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ (hereinafter referred to as  
the "employer") and \_\_\_\_\_ son/daughter/next of kin of  
\_\_\_\_\_ (hereinafter referred to as the apprentice) or  
\_\_\_\_\_ (if an adolescent.) (Name of parent/guardian) of  
\_\_\_\_\_ (hereinafter referred to as the "parent/guardian");

**WHEREAS**, the apprentice has offered to work and desires to be trained as an  
apprentice in the trade of \_\_\_\_\_ carried on in the \_\_\_\_\_ (Name  
of establishment);

**AND WHEREAS**, the apprentice agrees to work diligently and faithfully conform to  
and abide by all obligations undertaken by the apprentice under the provisions of  
contract;

**AND WHEREAS**, the employer, in consideration thereof, accepts the apprentice as  
an apprentice in the said trade subject to and in accordance with the conditions of the  
Khyber Pakhtunkhwa Apprenticeship Act, 2022 (hereinafter referred to as the "Act"),  
and the Khyber Pakhtunkhwa Apprenticeship Rules, 2025 (hereinafter referred to as  
the "Rules");

**NOW THEREFORE**, the Parties hereby agree as follows:

**1. COMMENCEMENT AND DURATION:**

- 1.1 This contract shall commence on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.
- 1.2 This Contract shall remain valid for a period of  
\_\_\_\_\_ months/years.
- 1.3 This contract may be amended or extended by the Parties in accordance  
with the provisions of the Rules.



**2. RESPONSIBILITIES OF THE EMPLOYER:**

- 2.1 The employer shall ensure the safety and security of apprentices, particularly in trades that are hazardous and have the potential to harm the health and well-being of the apprentices.
- 2.2 The employer shall ensure the maintenance of a conducive environment and necessary facilities for the training of all the apprentices.
- 2.3 The apprentices shall be entitled to welfare schemes including but not limited to health insurance, group insurance etc., during the apprenticeship.
- 2.4 The employer shall provide all the necessary requirements and apparatus for imparting on-job training.
- 2.5 The employer shall ensure that the training is imparted in the presence of a supervisor.
- 2.6 The apprentice shall only be working on the trade for which he is selected and shall not be required to work on other trades etc.
- 2.7 The stipend shall be paid by the employer in time in accordance with rule 7 of the Rules.

**3. RESPONSIBILITIES OF THE APPRENTICE:**

- 3.1 The apprentice shall follow the discipline of the establishment and abide by the code of conduct and ethics of the employer.
- 3.2 The apprentice shall learn all the theoretical and practical training diligently.
- 3.3 The apprentice shall be available for all the tests, whether theoretical or practical, arranged by the employer for his assessment.
- 3.4 The apprentice shall return all the training material to the employer after the completion of training or when required by the employer.

**4. TERMINATION:**

- 4.1 Subject to the provisions of Act and rules, this contract may be terminated by either Party in accordance with procedure and grounds mentioned in rules 9 and 10 of the Rules.
- 4.2 Notwithstanding anything contained in clause 4.1, during the probation period mentioned in rule 8 of the rules, the employer may terminate this contract by giving a written notice to the apprentice under intimation to the Competent Authority.

**5. DISPUTE RESOLUTION:**

Any dispute arising between the Parties shall be settled and resolved in accordance with rule 14 of the Rules.

**6. MISCELLANEOUS:**

- 6.1 The employer shall not be obligated to offer employment to an apprentice after completion of his apprenticeship, nor the apprentice shall be obligated to serve the employer after completion of the apprenticeship.
- 6.2 This contract shall not accrue any vested right in the apprentice for employment after completion of his apprenticeship, however, the employer may, if he so desires, offer the apprentice employment in the establishment in accordance with the manner laid down for recruitment in his establishment.
- 6.3 In case the apprentice, during the apprenticeship, leaves the employer's service unilaterally in spite of the employer's faithfully performing his part of the contractual obligations under this contract and performing the obligations imposed upon him by the Act and rules, the apprentice shall be liable to refund to the employer the amount of money spent by the employer on the training of the Apprentice:

Provided that it shall not be more than three stipends.



- 6.4 The apprentice or in case he is adolescent, his guardian agree that, if so required in writing by the employer at the completion of the apprenticeship, that the apprentice shall continue in the employment of the employer as a tradesman in the same trade for a period not exceeding \_\_\_\_\_ months.
- 6.5 If the apprentice fails to comply with any such requirement, the apprentice and his guardian agree in accordance with clause 6.4, that they shall be liable, jointly and severally, to pay to the employer a sum of rupees \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Parties hereto executed this contract on the date hereinabove written.

**For and on behalf of the First Party**

**For and on behalf of the Second Party**

**Name**\_\_\_\_\_

**Name**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Designation**\_\_\_\_\_

**WITNESSES**

**1. Name**\_\_\_\_\_

**Name**\_\_\_\_\_

**CNIC**\_\_\_\_\_

**CNIC**\_\_\_\_\_

**Address**\_\_\_\_\_

**Address**\_\_\_\_\_

**2. Name**\_\_\_\_\_

**Name**\_\_\_\_\_

**CNIC**\_\_\_\_\_

**CNIC**\_\_\_\_\_

**Address**\_\_\_\_\_

**Address**\_\_\_\_\_



**SCHEDULE-II**

(see rule 25(e))

**THE DIRECTORATE GENERAL OF COMMERCE AND TRADE, KHYBER  
PAKHTUNKHWA**

Serial No \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PENALTY TICKET (CHALLAN)**

Name of contravening employer \_\_\_\_\_

Address of the employer \_\_\_\_\_

CNIC No. \_\_\_\_\_ Phone/Cell: \_\_\_\_\_

**TYPE OF ESTABLISHMENT**

1. Industrial ☐ 2. Commercial/Business ☐  
3. Mining Exploration ☐ 4. Services ☐ 5. Other ☐

Violation committed (mention details  
below) \_\_\_\_\_

Fine imposed Rs: (In Fig) \_\_\_\_\_ (In Words) \_\_\_\_\_

Fine/penalty shall be deposited in Government Treasury under the Head of  
Account.

**SECRETARY INDUSTRIES**