

Training Contract

Between

(Company name)

(Address)

(Registration number)

(hereinafter referred to as the "Training Company")

And

(Name of the Trainee)

(Address)

(ID)

(Contact number)

(hereinafter referred to as the "Trainee")

The following training contract is made for the vocation for

- ☐ **Industrial Management**
- ☐ **Logistics Operation Management**

and is known as the "Training Contract".

Article 1 – Duration of the Training

The training shall last for the duration of 36 months and this Training Contract is valid commencing on 1 June 2015 and ending on 31 May 2018. This duration includes the final examination to be undertaken by the Trainee.

If the Trainee fails to pass his/her final examinations, the Trainee must submit a written appeal to the Training Company to extend the training until the next possible date for a re-examination, but for no longer than one year.

Article 2 – Probationary Period

There is a probation period of three (3) months starting from the first day of the training period.

Article 3 – Training Places and Phases

1. The training is conducted in the form of a block release model where 75% of the training takes place at the Training Company and 25% of the training at the Training School.
2. The professional training takes place at the premises of the Training Company and may include other usual premises of the Training Company.
3. The school based training takes place at the German-Malaysian Institute (GMI) at Jalan Ilmiah, Taman University, 43000 Kajang, Selangor Darul Ehsan, Malaysia (hereinafter referred to as the "Training School").

Article 4 – Training Allowance

The Training Company shall pay a monthly allowance to the Trainee as follows:

- RM_____ during the first year of training (minimum RM 700)
- RM_____ during the second year of training (minimum RM 850)
- RM_____ during the third year of training (minimum RM 1,000)

Article 5 – Training Hours

The usual training hours at the Training Company are ____ hours (maximum 44 hours) plus breaktime per week from Monday until Friday, starting and end time according to special department needs.

Overtime, especially on Sundays and public holidays, is to be avoided unless, under special circumstances, the Training Company is given explicit consent by the Trainee or where applicable, his/her legal guardian. Such overtime shall be adequately compensated by replacement leave.

Article 6 – Annual Leave

The Trainee is entitled to 8 days paid annual leave for the first two years and 12 days paid annual leave for the third year of training per calendar year, to be taken during the training at the Training Company.

Article 7 – Medical and Other Benefits

The Trainee is eligible for medical benefits as provided for its regular employees (eg. group insurance).

The Trainee is eligible for paid sick leave of 14 days for the first two years and 18 days for the third year of training per calendar year.

Article 8 - The Duties of the Training Company

The Training Company undertakes:

1. to ensure that the Trainee is properly instructed and acquires the knowledge and skills necessary to achieve the training.
2. to give to the Trainee only task which are in accordance with the training objectives.
3. to ensure the training to be conducive to the Trainee's personal development and not to compromise him/her ethically or endanger his/her physical health.
4. to provide the Trainee with training materials (if available) free of charge and at the disposal of the Trainee, such as working materials, professional literature and documentation or access to such material which are required for training and for the purpose of preparing for and taking interim and final examinations.
5. to provide the Trainee with a copy of the training schedule before commencement of training.
6. to provide the Trainee adequate time to write the trainee report during working hours and to supervise and sign the training reports.
7. to facilitate and supervise the Trainee's attendance of the Training School classes as well as the interim and final examinations and to allow leave for the same.
8. to supervise and countersign the Trainee's regular training reports (weekly reports and department reports).

Article 9 - Obligations of the Trainee

The Trainee undertakes:

1. to make every endeavor to acquire the knowledge and the skills necessary to achieve the training objectives.
2. to perform all tasks and duties assigned to him/her during the course of the training program carefully and accurately.
3. to attend the training school classes and examinations, for which he/she has been given leave by the Training Company according to Article 8 paragraph 6.
4. to comply with the instructions given during the course of the professional training by the Training Company representative or by other authorized persons.
5. to observe the corporate rules and regulations of the Training Company.
6. not to disclose any confidential information regarding the Training Company and its business activities as well as the content of this Training Contract.
7. to handle equipment and material of the Training Company with care and to use them exclusively for performing tasks assigned to him/her by the Training Company.
8. to immediately notify the Training Company respectively of any reasons necessitating his/her absence from training at the company, training school classes or other training activities and, in the case of illness or accident, to submit a medical certificate to the Training Company's Human Resources Department. The medical certificate must be verified by the Training Company's in-house clinic doctor and countersigned by the respective program supervisor.
9. to display proper conduct and attire at all times, in accordance with the rules, regulations and requirements of the Training Company.
10. to keep his/her report portfolio (weekly reports and department reports) up to date and to hand it in regularly for supervision.
11. to keep a report journal of all in-house training to prove which training they have actually taken. The trainee report journal is used as evidence of the

accomplishments and contents of the professional training. The trainee report journal is a mandatory part of the professional training in the dual system and a precondition for the admission of trainees to the final exams. The Trainee has to present the report journal to the examination board on the day of the final exam.

Article 10 – Termination

1. During the probation period, the Training Contract may be terminated within one week and without giving any reasons by either party.
2. After the probation period, the Training Contract may be terminated by the Trainee with four weeks' written notice.
3. In case the Trainee terminates the contract after the probation for reasons other than death, serious accident, injuries, ill health or any other reasons approved by the Training Company, he/she shall reimburse the Training Company the full sum that the Training Company has already spent on financing the Trainee under this Training Contract (monthly training allowance).

Article 11 - Reference

Upon conclusion of the Training Contract, the Training Company shall issue a letter of reference to the Trainee. The letter of reference shall contain a description of the nature, duration and objectives of the professional training, the skills and knowledge acquired and, if so requested by the Trainee, of his/her conduct and commitment.

Article 12 - Disagreements

In case of any disagreements arising from this Training Contract, the parties shall call upon the Professional Training Subcommittee of MGCC to act as a mediator before taking any legal action.

Article 13 - Litigation

Should the mediation between parties in Article 12 above fail to reach a resolution, the parties may seek such remedies as available through the courts of Malaysia.

Article 14 Variation and Waiver

No variations or waivers of this Training Contract (and of the documents referred to in this Training Contract) or prior oral agreements and written communications shall be valid unless it is in writing and signed by or on behalf of each party. The expression "variation" shall include any amendments, supplement, deletion or replacement however effected.

Article 15 – Bond Clause

(just an example - up to the company)

1. Upon successful completion of the training period the Trainee agrees to join the Training Company for regular work for a period of three years at a salary and with an entitlement to staff benefits at the then prevailing salary level and benefits for an employment corresponding to the skills and competency acquired during the training. This paragraph does not constitute an obligation for the Training Company to offer the Trainee a regular employment.
2. In case the Trainee, after completion of his training period, does accept an offer to join the Training Company as a regular employee or, after joining the Training Company for regular work does not complete a full period of three year's

services, then the Trainee shall be liable to pay back to the Training Company an amount of RM 36,000 (thirtysixthousand Malaysian Ringgit).

Article 16 - Salvatory Clause

If any term or provision in this Training Contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Training Contract but the validity and enforceability of the remainder of this Training Contract shall not be affected.

Signed at _____ on this _____ day of _____ 2015

Signature _____ (for and on behalf of the Training Company)
(name/designation)

Signed at _____ on this _____ day of _____ 2015

Signature _____ (Trainee or her/his legal representative)
(name)