

CODE OF CONDUCT FOR EMPLOYERS IMPLEMENTING

WORKPLACE-BASED LEARNING PROGRAMMES



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FOREWORD

It is well acknowledged that technical and vocational education and training (TVET) is one of the foundations of the Lebanese educational system; as it provides opportunities for young people to advance their educational and professional careers according to their personal interests.

In line with the National Strategic Framework 2018 and the commitments made therein, the Ministry of Education and Higher Education, the Ministry of Labor, the Ministry of Social Affairs, and the Ministry of Agriculture are making considerable efforts towards expanding access to and service delivery of the TVET system; enhancing quality and relevance of TVET provision; and improving TVET governance and systems.

Since the formulation of the National Strategic Framework, the socio-economic situation in Lebanon has deteriorated considerably. With a dramatic rise in unemployment and heightened job insecurity, it is more critical than ever for the TVET system to demonstrate effective linkages between the supply and demand sides of the labour market. It is even more important to ensure a conducive environment whereby young people have access to lifelong learning and gain relevant skills through efficient and effective formal and non-formal training programmes that will lead to meaningful and decent work. Workplace based learning is one way to build bridges between the world of education and the world of work, to help employers in meeting their needs of skilled workers, and to prepare youth for entering the labour market through providing them with skills training.

Accordingly, the Ministry of Labor, in line with its mandate, is keen to develop the necessary frameworks and mechanisms to provide workers with legal and social protection at the workplace; to foster the development, implementation and continuous improvement of high quality workplace based learning programmes; and to ensure the welfare, rights and occupational safety and health of trainees and apprentices.

As such, the Ministry of Labor supervised the development of this code of conduct for workplace based learning following national and international labour standards. It includes a set of legal provisions for employers employing young trainees, as well as a tripartite agreement between employers, trainees, and training providers highlighting the roles, rights and responsibilities of all parties involved.

The Ministry of Labor is pleased to acknowledge the contribution of the International Labor Organization, the United Nations International Children's Emergency Fund, the Ministry of Agriculture, the Food and Agriculture Organization, and the AVSI Foundation in developing this document. The cooperation of stakeholders including employers, non-governmental organizations and others is highly appreciated.

The Ministry of Labor remains keen on formulating labour regulations and mechanisms, in line with international standards, in the interest of learners and workers, especially the most vulnerable. We look forward to cooperating with national and international bodies towards ensuring decent working conditions and realizing the labour rights of all.

Minister of Labor
Lamia Yammine

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This document was developed within the framework of the joint ILO - UNICEF programme “Towards improved formal and non-formal technical and vocational education and training in Lebanon,” with a view to structuring and standardizing Work-place Based Learning (WBL) in non-formal skills training programmes in Lebanon.

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The agreement contained in this document is based on a generic template produced by the ILO Regional Office for Arab States in 2011, which in turn was based on an ILO quality apprenticeship guide. This version is the result of series of consultations initiated in 2019 in cooperation with FAO, the Ministry of Agriculture, and AVSI within the context of the joint programme “Upgrading the Technical Agriculture Education System in Lebanon” funded by the Kingdom of the Netherlands. Further revision took place in 2020 with various stakeholders - the Lebanon Chamber of Commerce, Industry and Agriculture, the Association of Lebanese Industrialists, trade unions, employers from various economic sectors, and non-governmental organizations providing

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This document reflects inputs collected from various sources and any errors remain those of the authors alone.

INTRODUCTION

Within the context of the joint ILO-UNICEF programme to improve the quality and relevance of formal and non-formal TVET in Lebanon, UNICEF and ILO are working to improve the structure and delivery of workplace-based learning (WBL) within non-formal skills training programmes.

This Code of Conduct is a guidance note to employers engaged in workplace based learning programmes that describes the standards that employers should meet to ensure a safe learning environment for trainees that respects human rights and labour rights. Its articles reflect national labour law and related regulations, international conventions Lebanon has ratified, core labour standards that apply to all ILO member states, and international good practices. The Code of Conduct will also support training providers involved in designing and developing such programmes, and trainees themselves, to gain a better understanding of the ethics and protection measures that employers should observe throughout workplace based learning programmes.

Employers implementing a workplace-based learning or on the job training programme should make all possible efforts to ensure that all provisions of the labour law and related regulations are implemented in full, and to create an environment for the trainees/interns¹ that can stimulate innovation and support the development of their competencies. Workplace-based learning is expected to be a mutually beneficial experience- as the employers will be able to source the skills and talents they need for their companies, and trainees will acquire market relevant skills.

¹The labour law and decree 11019 organizing training contract in commercial, industrial, craft or professional establishments/institutions differentiate between apprenticeship contracts registered with MoL and students from technical and vocational schools following a training in commercial companies that is a prerequisite for acquiring their technical certificate. The latter are excluded from the labour law and NSSF.

According to Decree 9507 - Art 22, 23 of the labour law, reference is made to annex 1 which stipulates employment of children, juveniles and women prohibited in certain industries and works, and annex 2 which stipulates industries that require license and medical certificate to employ juvenile. In addition annex 1 states that the admission of juveniles (13-18) in a factory or a plant for the purpose of education or technical training is not considered as employment, provided that the plant has obtained for that a license from the Ministry of Public Health. In addition, the Decree 9507 - Art 22 and 23 of the Labour Law - and the International Convention No. 78 stipulate that the juvenile, his/her father, or his/her guardians shall not bear any expenses in exchange for medical examinations, as medical examinations for juveniles are given free of charge by the Ministry of Health.

As per the Lebanese labour law and ILO C138 with regards the minimum age of the trainee, he/she must have completed 14 years of age.

A. CORE LABOUR STANDARDS AND PROTECTION FROM HARASSMENT

- The employer will avoid any distinction, exclusion or preference of trainees made on the basis of race, colour, sex, religion, political opinion, sexual orientation, disability, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment when trainees are recruited and when they progress through their workplace based learning experience. The employer will also ensure the reasonable accommodation of the needs of the trainees with disabilities and learning difficulties in order to ensure they fully participate in the internship, and benefit from it in the same way than other trainees².
- The employer will not force the trainees outside the framework of the training to accomplish a task against their will, and will not use threats of penalties for them to implement these tasks.
- The employer will not recruit children trainees below the minimum age for employment, and will provide a safe working environment to all, with targeted occupational safety and health measures for all children above the minimum age of employment. The employer will refrain from assigning any type of harmful tasks that do not comply with the age and physical capacities of the trainee.
- The trainees have the right to join the organisations of their choice to represent their rights, bargain collectively and protect their interests. The employer will not interfere in any manner with these organizations, and will allow them to pursue their activities.
- The employer will avoid all unacceptable behaviours and practices, or threats thereof, that result in, or are likely to result in physical, psychological, sexual or economic harm (including gender-based violence and harassment³) . In the event of a case of harassment or violence⁴, the employer will:
 - Prioritize the best interest of the trainee,
 - Take steps to immediately separate the offender from the victim,
 - Refer the case in full confidentiality to the harassment focal point in the referring school / training provider,
 - Implement appropriate sanctions against the offender,
 - If the victim agrees, refer the case to police and/or labour inspection authorities⁵.

²ILO convention C111, Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

³These may include accepting gifts from or offering gifts to the trainees, having personal communication with them through phone messages, social media or emails that are not related to the scope of the training, showing preferences to one specific trainee; abuse power and authority for personal, sexual or financial pursue.

⁴Including (a) physical violence (beating, hard work beyond the trainees' capacity, exposure to occupational risks...), (b) emotional and psychological violence (humiliation, discrimination, bullying, shouting, exploitation...), sexual violence (harassment, abuse, exploitation, intimation, inappropriate touching, sexual messages and jokes...), and involvement of trainees in fraud and corruption schemes.

⁵ILO C190 - Violence and Harassment Convention, 2019 (No. 190)

B. WORKING CONDITIONS⁶

- Students from technical and vocational schools following a training in commercial companies, which is a prerequisite for acquiring their technical certificate, are excluded from the labour law and NSSF. However, protection from harassment and ensuring safe environment remains a crucial responsibility over the employer.
- No employer, men or women⁷:
 - Who has been convicted and imprisoned for theft, forgery, breach of trust, or swindling or for any offence or crime of misdemeanour is allowed to receive minor trainees unless eligibility is regained in accordance with the provisions of the labour law.
 - Who is aged below 21 is authorized to receive trainees below age of 16 years.
 - Bachelor, widow, separated, or divorced can accommodate in his/her place a minor trainee.
 - May train a person under 12 years of age⁸.
- The employer cannot directly contract a minor trainee (under the age of 18 years). The latter should be represented by his/her legal guardian. A contract for the purpose of vocational training between the employer and the trainee should be in writing and take into consideration the professional customs and traditions, and should include name, age, occupation and place of residence of both parties and those of the guardian for minors, and the conditions of the contracts. The latter includes in particular the remuneration plus in-kind benefits, the theoretical and practical curricula, place of training. The duration of the contract shall be determined by the contracting parties in light of the provisions provided for in the labour law.
- The employer is required to pay the trainee a wage equivalent to a minimum as per following:
 - During the trial stage, which is of two months, the wage will be paid according to a mutual agreement between the employer and the trainee unless the agreement stipulates for no payment.
 - During the preliminary stage, one third of the wage for a normal worker
 - During the primary stage, half of the wage for a normal worker
 - During the middle stage, two third of the wage for a normal worker
 - During the supplementary stage, the official minimum wage upon successful completion; If the training duration is beyond two years and trainee has completed 20 years of age, the trainee is allowed to the official minimum wage after two years of training.
 - During the focal stage, wage is defined based on mutual agreement between employer and trainee and not less than official minimum wage.

- Stages can be combined by mutual agreement; in this case the minimum wage of the higher stage will be applied. So for example if the middle stage is combined with the supplementary stage, the wage to apply is the official minimum wage.

- The employer shall cover the total participation (7% of the official minimum wage) to the national social security contribution in the illness and maternity branch).⁹
- The employer must give the trainee sufficient time to receive theoretical education not less than 10 hours per week. The maximum hours of work during the week is 48 hours. The employer should provide one hour of rest for every 6 hours of work for men and 5 hours of work for women; any worker should enjoy 9 consecutive hours of rest every 24 hours and should be given 36 consecutive hours of rest per week.
- The trainee is allowed for 15 days of absence in a year either as sick leave or for other reasons. If the total absence exceeds the 15 days, the training duration can be extended for equivalent period.

C. QUALITY OF WORK-PLACE BASED LEARNING

- The employer will agree with the referring school / training centres on the list of competencies, duties and tasks the workplace based learning will focus on.
- The employer will provide comprehensive induction processes to the trainees, and ensure they are aware of
 - Their tasks and the competencies they are expected to acquire as part of this training,
 - Their rights and contractual obligations,
 - The occupational and safety risks related to the tasks they are to perform, and how to protect themselves against these risks,
 - The support and complaint mechanisms available to them.

⁶Decree number 11019, dated 07/10/1968: organisation of apprenticeship contract in commercial, industrial, craft and professional institutions. Lebanese labour law Art 3, 10, 15, 16, 17, 18, 19, 20.

⁷Decree 11019, Art 7

⁸Art 21, 22, 23 of the labour law, Decree 11019, Art 1

⁹The legislative decree on work-related emergencies (workplace accident, injury) stipulates the obligation of the employer to establish a workplace accident and injury insurance contract covering all workers and trainees to compensate for any work-related emergency. In the event of a work-related emergency for the trainee, the insurance company is obligated to pay compensation, and in the absence of an insurance, the employer is liable for compensation.

- The employer will supervise the trainee, provide accurate, impartial and consistent explanations, coaching and feedback for the tasks to be accomplished, and assess the progress of the trainee against the agreed competencies. If the employer is not available, he/she could assign instead a master craftperson / experienced worker at the workplace to perform this supervision.
- Technical feedback will be provided to the trainee by the employer or the assigned master craftperson on the spot or during the evaluation meetings, in a manner that respects the dignity of the trainee, and encourages their learning.
- The employer will contribute to the formative and summative evaluations organized by the schools / training providers for the trainee.
- The employer will provide advice and counselling based on the potential of the trainees and their learning/ career objectives.
- The employer should provide a certificate of competencies at the end of the training and signed by relevant parties/authorities

D. WORKPLACE HEALTH AND SAFETY¹⁰

- The employer will ensure the trainee will benefit from a safe working environment, and put in place all mandatory measures to prevent injuries and illness, according to the labour code and occupational health and safety regulations¹¹.
- The employer should abide the provisions of the labour law set forth for minors, children¹² and women¹³ trainees.
- The employer can occasionally employ the trainee/apprentice who resides in the company in other work that does not relate to the trainee vocational programme such as preparing his/her food or ensuring cleaning chores while taking into account the physical ability of the trainee to perform this work

¹⁰See also footnote 8

¹¹Decree 11802 issued in January 2004 addressing provisions related to occupational health and safety in institutions subject to the Lebanese labour law. The decree addressed in its chapters the following:

-Prevention and safety measures, i.e. strong fencing around transport machines, maintenance of elevators and lifting machines, and suspension of useful signals, boilers, air tank security measures, heavy load movement, setting of personal protective equipment; noting that the employer should notify the Ministry of Labour within a maximum period of 24 hours for any incurred occupational accident or fire.

-Provision for healthy and protected work environment, such as clean working environment, low noise, good lighting and well ventilation, disposal of harmful waste,

-Provision of clean drinking water and a suitable place for lunch, in addition to an emergency kit for at least 50 workers put in a visible locker.

¹²Decree 8987 - The prohibition of employment of minors under the age of 18 in works that may harm their health, safety or morals; Article 21 to 25 of the Lebanese Labour law.

¹³Lebanese labour law Article 26 to 29.

E. INFO AND PRIVACY

- If personal information should be collected, then collection should be restricted to the data required for the training, with the consent of the trainee and/or their family whenever required. The employer will also refrain from sharing any personal information for any purpose other than the purpose of which it was collected.

F. COMPLAINTS

- The employer will establish a clear complaint mechanism to allow the trainee to report any form of abuse, or violations of the principles within this code of conduct;
- Complaints by the employer for grave misconduct of the trainee should be addressed in writing directly to the referring school/training provider in a discreet and confidential way.
- Complaints by the employer for breach of duties or damages to equipment caused by the trainee should be addressed in writing directly to the institute / training provider to agree on necessary action to take¹⁴.

¹⁴Regarding compensation for physical damages to equipment caused by the trainee intentionally or unintentionally, Art 68 - 69 -70 of the Labour law stipulate that the employer has the right to collect an amount against the damage from the trainee, provided that the deductible amount does not exceed five days allowance.

Regarding the negligence and failure of the trainee to abide by what was agreed upon in the training contract, Decree 11019, Chapter 3, Art 16 stipulates that the employer has the right to terminate the contract. Notice of termination must be given in writing, clearly stating the reasons for termination.

ANNEX I

AGREEMENT TEMPLATE FOR ON-THE-JOB TRAINING (OJT)

ARTICLES	DESCRIPTION
ARTICLE 1: SIGNATORIES	<p>This On-the-Job Training (OJT) agreement is signed by three parties, hereinafter referred to as “the employer¹⁵”, “the training provider/NGO¹⁶”, “the trainee”:</p> <p>A. FIRST PARTY Name of the employer: _____ (company/farm/organization) Name & title of the signatory: _____ Address: _____ Phone & Email number: _____</p> <p>B. SECOND PARTY Name of the training provider: _____ Name & title of the signatory: _____ Address: _____ Phone & Email number: _____</p> <p>C. THIRD PARTY Full name of trainee: _____ Trainee’s file number: _____ Date of birth: _____ Gender: _____ Address: _____</p>

¹⁵ Referred to the employer/company engaged to provide the OJT to the trainee

¹⁶ Referred here in as the NGO implementing the WBL/OJT or a third party hired by the NGO

ARTICLES	DESCRIPTION
ARTICLE 2: PURPOSE OF THE AGREEMENT	<p>Phone & Email number: _____ Level of education: _____</p> <p>If below 18 years old*, name and contact details of the legally responsible parent/guardian: (and their signature) _____ Emergency contact person (if different from Guardian): _____</p> <p><small>*(Should not be below the age at which school attendance ceases to be compulsory, noting the minimum age of trainee should not be below 14 years</small></p> <p>The parties have agreed upon the following: “The purpose of this agreement is the training of the trainee in (insert occupation) through an OJT programme jointly implemented by the employer and the training provider”.</p> <p>This agreement is valid for the following period: Starting Date : _____ Ending Date: _____</p> <p>Training programme</p> <p>The training programme focuses on competencies (defined knowledge, skills, attitude) linked to occupational work processes, previously agreed jointly by the employer and the training provider, and annexed to the current OJT agreement. The trainee will spend no more than XX days with the employer. If training takes place during the normal school year, s/he will alternate X days in the training provider and Y days with the employer. The on the job training placement shall be implemented in full compliance with all provisions in the Lebanese labour law.</p> <p>The employer undertakes the following responsibilities:</p> <p>Ensure that a trainer/master craftsperson (employed by the employer) is available to train the trainee. The trainer/master craftsperson should be employed in the same workplace where the OJT placement is undertaken, should have a minimum five years in the occupation, and preferably hold a</p>

ARTICLES	DESCRIPTION
<p>ARTICLE 3: ROLES AND RESPONSIBILITIES OF THE EMPLOYER (TO BE ADAPTED BASED ON CONTEXT AND ACCORDING TO LOCAL STANDARDS/LEGAL PROVISIONS AND PRACTICES)</p>	<p>formal qualification in the occupational field. In some cases, more than one trainer/master craftsperson might be responsible for the training of the trainee. The responsibilities of the trainer/master craftsperson within the training programme are annexed. The name(s) and contact details of the trainer/master craftsperson are as follows:</p> <p>Name : _____ Title: _____</p> <ul style="list-style-type: none"> a. Provides a safe and healthy environment for the trainee free from harassment, discrimination and bullying; and provides occupational safety and health training relevant to the occupation, prior to undertaking any task. b. The employer shall not accept trainees below the minimum age of employment, as per Lebanese labour laws; c. Provides the trainee with the relevant clothes, equipment and tools required to perform his/her duties, and protect him/herself. d. Ensures that the trainee will benefit from workplace accident and injury insurance while in the OJT training place. e. Inform the training provider of any accidents or illnesses of the trainee. f. Communicates with the training provider on a regular basis to jointly monitor the trainee's progress against the agreed competencies annexed to this agreement. g. Contributes to formative and summative testing and certification. h. Inform in writing the training provider of any material /equipment that trainee might have broken or damaged accidentally and mutually agree on necessary action to take. However, incidents shall be recorded and factored into the evaluation/record of the trainee. i. Agrees to release the trainee for off-the-job learning in the training provider as established in the training schedule defined under article 2. j. Agrees to accommodate the disabilities of trainees who undertake an on the job training placement.

ARTICLES	DESCRIPTION
<p>ARTICLE 4: ROLES AND RESPONSIBILITIES OF THE TRAINEE (TO BE ADAPTED BASED ON CONTEXT)</p>	<p>The trainee undertakes the following responsibilities:</p> <ul style="list-style-type: none"> a. Arrive at the workplace on time, respect and implement internal company rules and comply with the instructions given by the trainer/master trainer supervising him/her. In particular, the trainee agrees to comply with all regulations related to occupational safety and health (e.g. wearing protective clothing and implementing safety measures). b. Take care of materials, tools and equipment of the company s/he is using to prevent theft and damage. c. Not share any confidential information s/he might have learned about during the course of the training. d. Provide a certificate of good health to the employer at the start of the OJT. Where the work in view calls for special physical qualities or mental aptitudes these should be specified and tested by special tests. The cost of medical examination is on the charge of the trainee. e. Not to miss days of work without a valid reason and to notify immediately the employer of any absence. In case of illness, the trainee agrees to provide a doctor's certificate to justify his/her absence.
<p>ARTICLE 5: ROLES AND RESPONSIBILITIES OF THE TRAINING PROVIDER</p>	<p>The training provider undertakes the following responsibilities:</p> <p>Nominate the following OJT Supervisor (could be one of the instructors) for the implementation of this OJT programme:</p> <p>Name : _____ Title: _____</p> <ul style="list-style-type: none"> a. Deliver the theoretical component of the program inside the training centre, and develop the training program for the on the job training component for validation by the Steering Committee, b. Set a training plan with the employer (steps and stages of OJT training), and, with the employer, select and place students studying in the same occupational area as trainees.

ARTICLES	DESCRIPTION
	<ul style="list-style-type: none"> c. Review the progress of the trainee, together with the employer (on a weekly basis) against the list of agreed competencies, and to keep the trainee informed of his/her performance and of areas that require improvements. d. Provide information to students on what is expected from them in specific training programmes, including the OJT training, as well as career guidance and support matching students with employers. e. Monitor and follow-up on the needs of the trainee and provide additional support, if and when necessary, including to trainees with disabilities. f. Fix the date and the location of the summative test, in coordination with the employer.
<p>ARTICLE 6: ROLES AND RESPONSIBILITIES OF TRAINING PROVIDER/NGO</p>	<ul style="list-style-type: none"> a. Provides guidance to the enterprises/employers to create a safe and healthy environment for the trainee free from harassment, discrimination and bullying; and provides occupational safety and health training relevant to the occupation. b. Ensures that the trainees from the short term courses who are participating in the OJT pilot will benefit from relevant insurance policies, while in the OJT training place. c. Ensures that the trainees receive a stipend for the duration of the On Job Training placement. d. Work closely with the OJT Supervisor on a regular basis to jointly monitor the progress of students from the short term training courses against the agreed competencies annexed to this agreement. e. Provides support to conduct formative and summative assessment and certification.
<p>ARTICLE 7: TESTING, CERTIFICATION AND MONITORING</p>	<p>Testing will include both formative and summative assessment. The trainee will be declared competent in a given occupation, if s/he is competent on occupational safety and health related skills, and at least 80% of other competencies. The formative assessment of the trainee will be done along the lines of the agreed competency profile through (a) self-assessment, (b) confirmed by trainer, (c) validated by instructor.</p>

ARTICLES	DESCRIPTION
	<p>The summative test will be developed according to the training program learning objectives and include both practical and theoretical testing administered by a third party employer and a representative from the training provider. The practical part of the tests will be implemented within a standard work environment for all trainees. The tests will accommodate the possible disabilities of the trainee through reasonable adjustment in the workplace. Trainees overall portfolio will be reviewed including damage of machine and equipment during the OJT and will be taken into account in the evaluation. If the trainee fails the final test, s/he will be given the opportunity to be re-assessed.</p> <p>The training provider shall prepare a personal file for every trainee for both formative and summative tests. At the end of the OJT programme the trainee will be granted a certificate of competencies signed by the employer and the training provider.</p>
<p>ARTICLE 8: SETTLEMENT OF DISPUTES AND EARLY TERMINATION OF THE AGREEMENT</p>	<p>The three parties agree to attempt to settle possible disputes amicably.</p> <p>The initial training relationship may be terminated without notice at any time during a probationary period of Nb (weeks/month)_____ for short courses by either the employer or the trainee. After this period, the agreement can be broken by either party with 2 (two) weeks for short-courses, and only for valid reasons. Notice of termination must be given in writing, clearly stating the reasons for termination.</p> <hr/> <p>Signatures</p> <p>By signing this agreement, all parties accept its terms and conditions and agree to abide by them. This agreement is written in four copies and each party receives a copy.</p> <p>Trainee _____ Date _____</p> <p>Guardian _____ Date _____</p> <p>Employer _____ Date _____</p> <p>(a) Training provider/(b) NGO _____ Date _____</p>