

STUDIO Potter



GRANTS FOR Apprenticeships

<<Mentor-Potter Name>>

Memorandum of Understanding

<<Apprentice Name>>

Date



INSTRUCTIONS: The following document is meant to help grantees establish guidelines and structure for the selected apprenticeship. In this document you will articulate the terms of the apprenticeship in regard to dates, days off, tasks, etc. You are free to amend this document to reflect the unique conditions of your apprenticeship. The amended document must be signed by both the mentor and the apprentice, and be received and reviewed by Studio Potter before the grant commences. This document will not be shared with any person or institution not directly related to the grant you have received unless a need arises for any arbitration of the agreement set forth by you in this document.

APPRENTICESHIP AGREEMENT

BETWEEN

- (1) <<Name of Mentor-Potter>> of <<Address>> (hereinafter referred to as “the Mentor-Potter”)

- (2) <<Name of Apprentice>> of <<Address>> (hereinafter referred to as “you” or “Apprentice”)

IT IS AGREED as follows:

1 General

- 1.1 This document is a statement of the main terms and conditions governing both the Apprentice and Mentor-Potter during the proposed apprenticeship. The apprenticeship is also subject to the terms contained in the application for grant funding. If there should be any ambiguity or discrepancy between the terms in the application and in the terms set out in this document, the terms of the application will prevail.
- 1.2 The Mentor-Potter agrees to accept the Apprentice as an apprentice in the designated trade/profession of pottery making.
- 1.3 The Apprentice agrees to serve the Mentor-Artist as an apprentice in the designated trade for the term of this agreement.
- 1.4 This agreement is entered into in connection with the Studio Potter Grants for Apprenticeships Program.
- 1.5 The Mentor-Potter and the Apprentice have agreed to a set of goals, objectives, duties, and code of conduct as described in the appendix of this document.



2 Duties and Job Title

- 2.1 The Apprentice is responsible to the Mentor-Potter and details of the Apprentice's main duties are attached.
- 2.2 The Apprentice is also required to undertake such duties and responsibilities as may be determined by the Mentor-Potter from time to time. The Mentor-Potter reserves the right to vary the duties and responsibilities assigned to the Apprentice according to the needs of the Mentor-Potter's business and to meet the needs of the Apprenticeship.
- 2.3 The Apprentice will carry out the proposed apprenticeship, with training as set out in the Training Plan. The Mentor-Potter will provide the Apprentice with, as far as is reasonably practicable, the experience and training needed to achieve the requirements of the apprenticeship.

3 Date of Commencement

- 3.1 The proposed apprenticeship will begin on <<Date>> and end on <<Date>>. The apprenticeship may have a duration greater than that of the one-year grant period.
No portion of a previous apprenticeship may count as part of the current apprenticeship period.
- 3.2 In accepting the apprenticeship, it shall be deemed that both the Apprentice and Mentor-Potter accept all the terms and conditions set out in this the application and the present memorandum of understanding.
- 3.3 This apprenticeship agreement annuls any previous agreement whether spoken or written at any time.
- 3.4 The apprenticeship should not begin until all possible precautions for health and safety in the designated studio have been taken.

4 Fixed Term

It is envisaged that this agreement will be for a fixed term of at least one year beginning on the date of grant commencement <<Date>> and ending <<Date>>. As stated in article 3.1, the agreement may also be extended to govern the relationship between the Mentor-Potter and Apprentice beyond the start and end dates of the grant period. However, the fixed term must cover the grant period at a minimum. The agreement will be effective through the indicated dates unless terminated early by the Apprentice and/or the Mentor-Potter in dialogue with the granting organization.



5 Hours of work

- 5.1 Normal working hours for the Apprentice will be from <<Time>> to <<Time>>, <<Day-Day>><<Days per week>>
- 5.2 The Apprentice is entitled to at least one uninterrupted rest period of at least 24 hours in every 7 days
- 5.3 The Apprentice's work schedule must not ordinarily exceed 8 hours per day or 40 hours per week.
- 5.4 In exceptional circumstances the Mentor-Potter will only increase the number of hours the Apprentice will work to more than 8 per day or 40 per week where:
 - 5.4.1 It is necessary to meet the demands of the Mentor-Potter's business;
 - 5.4.2 The Apprentice is allowed a period of rest as compensation.
- 5.5 The Apprentice will be given a break of at least 30 minutes after 4 and a half hours work on any day.
- 5.6 It may be necessary to adjust the Apprentice's working hours to suit the needs of the Mentor-Potter. This will be done entirely at the Mentor-Potter's discretion although the Mentor-Potter will endeavour to give the Apprentice at least <<1 week's>> notice in advance of any changes. This will be done after consultation with the Apprentice.
- 5.7 In the event that the Mentor-Potter requires the Apprentice to work at night, the Apprentice will not be required to work <<more than 8>> hours in any 24-hour period.

6 Place of work

The Apprentice's normal place of work will be at <<Address>>. [However, on occasions the Apprentice may be required to travel to other locations.]

7 Place of living

- 7.1 Accommodation for the Apprentice <<will be / will not be>> provided <<gratis/at cost>> by the Mentor-Potter.
- 7.2 The Apprentice's place of residence during the grant period will be <<Address>>.
- 7.3 The cost of accommodation provided by the Mentor-Potter will be <<??? per week/per month/per year>> and will be paid on <<the ? day of each week/month/year>>



8 Remuneration (If applicable)

- 8.1 The apprentice will receive from the mentor a <<weekly/monthly>> stipend for the designated period of <<training and/or work>>.
- 8.2 The stipend will be paid [monthly] [weekly] <<in cash/by check>> on the last day of the [calendar month] [working week].

9 Holidays

- 9.1 The Apprentice is entitled to <<14>> days off in each complete calendar year exclusive of statutory and public holidays.
- 9.2 The schedule of days off are to be agreed on jointly by the Mentor-Potter and Apprentice.
 - 9.2.1 If the Apprentice is being paid and has exceeded the prorated holiday entitlement, the Mentor-Potter will deduct a payment in lieu of days off taken in excess of the Apprentices prorated holiday entitlement.
 - 9.2.2 If the Apprentice has holiday entitlement still owing, the Mentor-Potter may require the Apprentice to take days off during the Apprentice's notice period or make a payment in lieu of untaken holiday entitlement.
- 9.3 Apprentice holidays must be taken at times convenient to the Mentor-Potter and with advance notice given to the Mentor-Potter. The Apprentice will not be allowed to take more than two weeks at any one time, save at the Mentor-Potter's discretion.
- 9.6 All holiday must be taken in the year in which it is accrued.
- 9.7 If the Apprentice is sick or injured, the Mentor-Potter will grant adequate sick leave for recovery. This is strictly subject to the following:
 - 9.71 The Apprentice must inform the Mentor-Potter as soon as you know that sick leave is required.
 - 9.72 The full period of an Apprentice's incapacity due to sickness or injury must be certificated by a qualified medical practitioner, where it exceeds seven days.
- 9.4 The Mentor-Potter has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

**10 Code of Conduct**

The code of conduct that shall govern the Apprentice while hosted by the Mentor-Potter is set out in the attached Code of Conduct, to be filled out by the Mentor-Potter.

11 Termination of Apprenticeship Contract

- 11.1 This contract of employment will terminate either at successful completion of the apprenticeship, or during the term of the apprenticeship for gross misconduct or consistent failure to meet the required standards of learning and work performance.
- 11.2 Irrespective of the fact that the apprenticeship is for a fixed term, it may be terminated earlier at any time by the Mentor-Potter or the Apprentice bearing just cause.
- 11.3 If an apprenticeship is terminated by either party, it is the responsibility of both parties to inform the granting agency as soon as a decision to terminate has been made.

12 The Mentor-Potter's Responsibilities

- 12.1 The Mentor-Potter is responsible for training the Apprentice.
- 12.2 The Mentor-Potter agrees to train the Apprentice in all aspects of the designated trade as far as the available facilities and the scope of the business permit.
- 12.3 The Mentor-Potter will plan the development of the Apprentice's role to provide an appropriate range of tasks and scope for learning.

13 The Apprentice's Responsibilities

- 13.1 To work for the Mentor-Potter in accordance with the terms and conditions stated herein.
- 13.2 To undertake training, attend courses where necessary, keep records, and carry out such work as may be required in order to achieve the outcomes specified in this document.
- 13.3 To promote the Mentor-Potter's best interests at all times.
- 13.4 To complete all work assignments at the designated time and to the best of the Apprentice's ability.



- 13.5 to adhere to any established dress code, and wear protective clothing where required.
- 13.6 to be punctual, diligent and behave in a responsible manner in accordance with the requirements of Health and Safety legislation.
- 13.7 to report any accident, injury or work-related ill-health to the Mentor-Potter, and not to interfere with any equipment, unless it is an assigned task to do so, and to report any defects to the Mentor-Potter.

14 Confidential Information

Neither the Apprentice nor the Mentor-Potter may, at any time either during or after the apprenticeship, use or divulge to any person or institution, except in the proper course of duties, any confidential information identifying or relating to either party, details of which are not in the public domain.

15 Copyright, Inventions and Patents

- 15.1 All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by the Apprentice in the course of the apprenticeship shall, together with all the world-wide copyright and design rights in all such works, be and at all times remain the absolute property of the Mentor-Potter.
- 15.2 The Apprentice hereby irrevocably and unconditionally waives all rights (whether before, on or after the date hereof) in connection with the authorship of any copyright works in the course of the apprenticeship with the Mentor-Potter, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment.

16 Data Protection

The Apprentice agrees to the Mentor-Potter holding and processing, both electronically and manually, personal data about you for the operations, management, security or administration of the Mentor-Potter and for the purpose of complying with applicable laws, regulations and procedures.



17 Changes to Terms and Conditions of Employment

17.1 Following consultation and agreement with the Apprentice, the Mentor-Potter may amend, vary, or terminate the terms and conditions in this document and any such change will be notified to the Apprentice in writing or, when generally applied, by notice.

17.2 Any changes made to this agreement according to the stipulation in article 16.1 must be submitted to the granting organization.

18 Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

SIGNATURES OF ABIDING PARTIES

Signed:
Apprentice

Date:

Signed:
Mentor-Potter

Date:



Apprenticeship Duties



Code of Conduct (To be completed by Mentor-Potter)



Mentor-Potter Contract

This contract confirms the agreement between Studio Potter (granting agency henceforth) and _____ (Mentor henceforth) as it concerns the FY2019/2020 Grants for Apprenticeships Program.

PLEASE CHECK THE FOLLOWING:

- I certify that I am a legal resident of the United States, and am a minimum of 18 years of age.
- I certify that I will have, for the duration of the apprenticeship, the insurance that is required for protecting the interests and safety of myself and the apprentice that I am hosting. I agree to provide proof of this insurance to the granting agency prior to the start date of the proposed apprenticeship if it is requested.
- I have read the application form and the memorandum of understanding in their entireties, and agree to abide by the stipulations therein.
- I understand that if I fail to abide by the stipulations set forth in the application, the memorandum of understanding, or United States law, that I may forfeit any funds awarded by Studio Potter to support the proposed apprenticeship.
- I understand that if the funded apprenticeship is terminated early for any reason that I may be liable, in part or in whole, for the return of a portion or all of the grant monies already received by me.
- I understand that the granting organization cannot be held liable for any damage to or loss of person or property that is construed as a direct or indirect result of the apprenticeship proposed in the application I have submitted.



- I understand that the apprenticeship proposed in the application that I have submitted, and described in the memorandum of understanding that I have provided as one of its requirements, is primarily an educational endeavor and is not intended for personal financial gain.

SIGNATURE _____ DATE _____



Apprentice Contract

This contract confirms the agreement between Studio Potter (granting agency henceforth) and _____ (Apprentice henceforth) as it concerns the FY2019/2020 Grants for Apprenticeships Program.

PLEASE CHECK THE FOLLOWING:

- I certify that I am a minimum of 18 years of age.
- I certify that I will have valid legal status in the United States for the entirety of the proposed apprenticeship, and agree to provide proof of this status, if requested, to the granting agency prior to the start date of the proposed apprenticeship.
- I certify that I will have health insurance for the duration of the apprenticeship and agree to provide proof of this insurance, if requested, to the granting agency prior to the start date of the proposed apprenticeship.
- I have read the application form and the memorandum of understanding in their entirety, and agree to abide by the stipulations therein.
- I understand that if I fail to abide by the stipulations set forth in the application, the memorandum of understanding, or United States law, that I may forfeit any funds awarded by Studio Potter to support the proposed apprenticeship.
- I understand that if I fail to abide by the stipulations set forth in the memorandum of understanding that is included with my application I may forfeit any funds awarded by Studio Potter to support the proposed apprenticeship.



- I understand that if the funded apprenticeship is terminated early for any reason that I may be liable, in part or in whole, for the return of a portion or all of the grant monies already received by me.

- I understand that the granting organization cannot be held liable for any damage to or loss of person or property that is construed as a direct or indirect result of the apprenticeship proposed in the application I have submitted.

- I understand that the apprenticeship proposed in the application that I have submitted, and described in the memorandum of understanding that I have provided as one of its requirements, is primarily an educational endeavor and is not intended for personal financial gain.

SIGNATURE _____ DATE _____