

Guide to Danish Training Agreement

contracted in accordance with the Danish Vocational Education and Training Act

The training agreement must be signed prior to the agreement period and immediately submitted to the chosen vocational college.

Please note that the apprentice is covered by the relevant legislation and collective agreement provisions regarding leave, health and safety, workers' compensation, equal treatment of men and women as well as other legislation on employment, etc. Apprentice and employer might in some cases receive help from the vocational school to fill out the form.

Section 1 The partners	<p>Supply the company/employer's official address here, and state whether the company is privately owned, a private limited company or a partnership, cf. the CVR registration.</p> <p>The space "SE-no. for settling salary refund" needs only to be filled out if the SE- no. is used in connection with reimbursement of the apprentices' school periods <i>and</i> if the SE- no. is not the same as the CVR no. (SE no. = VAT no.)</p>
Section 2 The workplace	<p>If the apprentice is to be trained at another address than the one in Section 1, state it here.</p> <p>According to the Employment Act, the apprentice has the right to know the physical location of the workplace.</p> <p>P-no (production unit number): Cf. the CVR (VAT) Act, every geographical division of a company must have its own P-no. Find your P-number at www.cvr.dk - and click "Legislation".</p> <p>Changing workplaces: Tick the box only if the apprentice, e.g. a carpentry apprentice, goes from the company address to different workplaces. In this case, the other spaces in this section should not be filled in.</p> <p>Stationing with other companies must be stated in section 9.</p>
Section 3 Agreement period	<p>After the initial 3 months of training (probation period), the training agreement cannot be terminated. During the probation period, the contract may be terminated without notice. School periods are not included in the probation period.</p> <p>After the probation period, the contract may be unilaterally terminated only if one party violates its obligations to a considerable extent or if an essential premise for the agreement turns out to be incorrect or becomes invalid, cf. the Vocational Education and Training Act §§ 60 and 61. If the contract is terminated, the company is obliged to immediately inform the vocational college.</p> <p>If the parties agree on supplementary education, cf. Section 4, they may agree that the full education period is extended by the length of the supplementary education.</p> <p>The contract period may otherwise only in exceptional cases deviate from the length of training prescribed in the ministerial order, and normally only after approval by the trade committee.</p> <p>The company must be approved as a training enterprise by the trade committee or vocational college.</p> <p>The school must ensure that the company is approved. The company must comply with possible limitations in the approval. If the company is not approved, the school will help it apply for the necessary approval.</p>
Section 4 Additional education	<p>Additional vocational education: The parties may agree to supplement the education during the main programme with additional training chosen among the education's optional special subjects. This training may last up to 4 weeks only.</p> <p>Study qualifying additional education: The parties may agree to supplement the professional vocational competencies with education that fully or partially provides study skills, both during the basic programme and the main programme.</p> <p>In general: It must be stated in Section. 8 whether the apprentice will receive wages during additional education while in the main programme.</p> <p>The apprentice's personal education plan is drawn up by the vocational college and includes additional information (time, subject or subjects) regarding the apprentice's choice of supplementary education. If it is a matter of extending the training agreement already made between the parties, an actual agreement regarding supplementary education can be made later by filling out the supplementary form. If the training agreement is not to be extended, please use a special registration form instead.</p>
Section 5 School	<p>State the name of the vocational school chosen by the parties.</p> <p>The training agreement also acts as enrolment document at the vocational school.</p>

<p>Section 6</p> <p>The agreement</p>	<p>Basic programme and main programme: For apprentices starting in the company without having completed a basic programme, or who only partially completed a basic programme.</p> <p>Practical apprenticeship pathway and main programme: For apprentices whose main programme is wholly or partially replaced by practical training at the company.</p> <p>Main programme (based on basic programme): For apprentices who have completed a qualifying basic programme or have obtained credit for the basic course, the training agreement only covers the main programme. The certificate given to the apprentice at the end of the basic programme shows to which main programmes it gives admittance.</p> <p>Short agreement or partial agreement (combination agreement, school-based practical training or the like): If there is a partial agreement in a combination agreement, also fill out Section 10</p> <p>Previous education or partially completed education: Here you can specify:</p> <ul style="list-style-type: none"> • Wholly or partially completed education other than the qualifying education • Period of apprenticeship agreement or school-based practical training within the same education (if more than one, specify the period of the latest agreement) • Internship abroad • Completed vocational educations • Passed the Higher Commercial Examination (HHX) • Passed the Higher Technical Examination (HTX). State specific vocational courses • Passed for instance the general Upper Secondary School Examination (STX) or HF (Højere Forberedelseksamen) • Appropriate adult vocational courses etc. • Relevant employment <p>Based on the above-mentioned information on previous education and employment, the school must provide guidance regarding possible exemption from or reduction of parts of the education.</p> <p>Copies of certificates of education and proof of previous employment must be submitted to the vocational school along with the Training Agreement. The school may require additional documentation to support the information given, possibly from other schools.</p>
<p>Section 7</p> <p>Registration</p>	<p>The vocational school registers and keeps the original agreement. Once the agreement is registered, the apprentice and the company each receive a copy.</p>
<p>Section 8</p> <p>Salary and other terms</p>	<p>The salary may not be lower than the salaries established by collective agreement for the area of education or by a salary board, cf. § 55 in the Danish Vocational Education and Training Act.</p> <p>For the sake of the Employers' Refund System (AER) and possible subsidies from the Job Centre, the company is responsible for stating the rate applicable for adults according to the agreement covering the company. It is up to the company itself to apply to the Job Centre and to AER for refunds and subsidies.</p> <p>Re. cancellation or termination of agreement, see Section 3 of this guide.</p> <p>Information regarding the conditions of employment must be specified in accordance with the law on employers' duty to inform the salary earners about the terms of employment.</p> <p><i>Examples of terms:</i></p> <ul style="list-style-type: none"> • Addresses of changing workplaces, see the "Tick the box" part of Section 2 of this guide. • Information on duty of confidentiality. • Information on criminal record
<p>Section 9</p> <p>Posting</p>	<p>Stationing means that the apprentice for parts of the contract period is employed in one or more other companies or is in supplementary school-based practical training.</p> <p><i>Example 1:</i> If the company's approval to train an apprentice is subject to the limitation that the apprentice does certain tasks in another company or in school-based practical training, these tasks as well as the place of stationing (name etc. of school or company) must be specified.</p> <p><i>Example 2:</i> If the company has signed a co-operation agreement with another company, for instance abroad, about performing certain tasks.</p> <p>The company which has entered into the training agreement is responsible for the overall training, also during the apprentice's stationing elsewhere.</p>
<p>Section 10</p>	

<p>Combination agreement</p>	<p>A combination agreement is an agreement made between two or more companies which collaborate on the apprentice's training. Each of these companies must set up their individual, independent agreement (partial agreement) covering the time period the apprentice will spend at that particular company.</p> <p>The partial agreements must collectively cover the entire programme. In case of a combination agreement, there is only one 3 month probation period (see Section 3) altogether for the whole programme.</p>
<p>Section 11 Other Terms</p>	<p>None of the parties are permitted to make changes or additions to the content of the agreement form without prior approval by the relevant trade committee.</p>
<p>Section 12 Signs</p>	<p>The apprentice and the company must sign the agreement. For apprentices who are subjects to child custody the consent of the custodial parent is required.</p>