

SAMPLE PRACTICE TRAINING CONTRACT

Please note: This is a sample you might wish to use which covers only elementary terms. Please note that it does not amount to an employment contract in either form or substance. For the avoidance of doubt, there is an express paragraph that clarifies that this is not an employment contract.

_____ (*name of firm*) _____ (the “**law practice**”) is pleased to confirm its offer of a practice training contract for training in accordance with the relevant legislation on the following terms:

1	Designation	Your position will be as a Practice Trainee.
2	Commencement date and Period of Practice Training	Your practice training contract will commence on ___ (<i>date</i>) ___ for a fixed continuous period of six (6) months.
3	Supervising Solicitor	Your Supervising Solicitor (“Supervisor”) will be a partner, director or sole proprietor of the firm who qualifies to act as a Supervising Solicitor under Rule 18 of the Legal Profession (Admission Rules) 2011 (“Rules”). The Supervisor has the primary responsibility for your practice training. He or she will allocate training assignments, supervise your training and provide feedback on your performance.
4	Practice Training	Training will be in accordance with the requirements of the Legal Profession Act (“the Act”), the Rules and the Guidelines for Practice Training Contracts (“the Guidelines”). For the avoidance of doubt, any reference to the Act, the Rules and the Guidelines shall include the Act, the Rules and the Guidelines as may be amended and revised from time to time.
5	Honorarium	During the practice training contract, your monthly honorarium will be S\$ ___ (<i>insert amount</i>) ___.
6	Conditions of Practice Training	<p>As a practice trainee, you agree to the following terms, the breach of which shall be regarded as a breach of this practice training contract:</p> <ul style="list-style-type: none"> (a) undertake all training assignments faithfully and diligently; (b) at all times, maintain the confidentiality of all client information and work processes of the law practice. You are not to disclose to any party outside the law practice any information or work processes which are of a confidential or proprietary nature to the law practice. You are not to use any information which relates to your client or to the law practice for any purpose other than in the performance of your work with the law practice. The only exception is in your dealings with the client to whom such information or work processes relates or when consented to in writing by the law practice or client; (c) deal properly and with propriety any property entrusted to you; (d) comply with the prevailing general terms and conditions of service and policies, rules and regulations of the law practice (as the case may be).
7	Termination	<p>Termination by the law practice: The law practice may terminate this practice training contract upon one calendar month’s notice in writing. However, if there is cause, the law practice may serve notice immediately on you.</p> <p>Termination by the practice trainee:</p>

		You may terminate this practice training contract upon one calendar month's notice in writing.
8	General Terms and Conditions	In addition to the terms contained in this letter, your practice training contract shall also be subject to the prevailing general terms and conditions of service and policies, rules and regulations of the law practice.
9	Governing Rules	This practice training contract is governed by the Legal Profession Act and the Rules made thereunder. The duties and obligations of the law practice under this contract are prescribed by the Legal Profession Act and the Legal Profession (Admission Rules) 2011.
10	Mediation	<p>In the unlikely event of a dispute arising between you and your supervising solicitor, the first step will be to manage it internally i.e. within the law practice.</p> <p>If, however, this does not result in a satisfactory outcome, you and/or your supervising solicitor have the option of referring the dispute to the Law Society of Singapore.</p> <p>The first channel will be to meet with representatives of the Council of the Law Society who shall act neutrally to attempt to resolve the dispute. If this does not yield an outcome acceptable to both you and your supervising solicitor, there is an option to engage the Law Society's SC Mediate scheme (the Law Society's scheme to bring in Senior Counsel to mediate disputes between law practices or between lawyers)</p> <p>At all times, the parties shall keep the existence of the dispute confidential, including any settlement or terms thereof save (i) to the extent necessary to refer the dispute to the Law Society; or (ii) for any law or authority directing disclosure of such information.</p>
11	Governing Law	The terms of this practice training contract shall be governed and construed in accordance with the law of Singapore.

For the avoidance of doubt, you are not an employee of the law practice. The terms and conditions of this training contract do not derogate from, and shall not be construed in any way that derogate from, the fact that this training contract is not an employment contract.

We look forward to welcoming you as a valuable member of the law practice.

Please sign the duplicate copy of this letter and return it to the law practice. This will serve as evidence of your acceptance of the above terms. Please retain your copy carefully.

Yours faithfully

____ (NAME OF LAW PRACTICE) ____

CONFIRMATION

I, ____ (*name of trainee*) ____, hereby confirm my understanding and acceptance of the terms stated above.

Date

Signature