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ANAMBRA STATE OF NIGERIA 2025, NO.

A Law to provide for the regulation of Igbo Apprenticeship System ('Igba boi' & Trainee) and for related matters.

The House of Assembly of Anambra State Enacts as follows:

Citation and Commencement

1. This law may be cited as the Anambra State Igbo Apprenticeship Law, 2025 and shall come into force on the 10th day of September, 2025.

Interpretation

2. In this law:

"boi" means a person who enters a contractual agreement with an expert in a particular business for the purpose of apprenticeship for a stipulated period;

"commission" means the Anambra State Igbo
Apprenticeship Commission established under Section 18 of this law;

"court" means Magistrate Court;

"igba boi" is a system of apprenticeship training where an expert in a type or types of business undertakes to train and take care of the welfare of an apprentice for an agreed period, after which the expert gives the apprentice an agreed sum of money or goods to start his own business;

"oga" means an expert, established in business;

"permanent address" is a verified home town address

"trainee apprenticeship" is the act of undergoing training under an expert in a particular business, for a fee;

"governor" means the Governor of Anambra State;

"ministry" means Ministry of Trade and Commerce;

"state" means Anambra State of Nigeria.

Application

3. This law shall apply to all 'Oga'& "Nwa Boi" as well as Master & Trainee relationship in the state.

Objectives of this law

- **4.** The objectives of this law are as follows:
 - (1) To regulate the 'Igba boi' and Master/Trainee apprenticeship schemes in the state;
 - (2) To have a database of all persons interested in any of the apprenticeship schemes in the state;
 - (3) To provide a platform for redress of issues between parties in an apprenticeship scheme/contractual relationship;
 - (4) To discourage and address abuse and wrongs against any of the parties involved in an apprenticeship scheme/contractual relationship in the state;
 - (5) To ultimately enable boost in trade and commerce.

PART A

'IGBA BOI' APPRENTICESHIP SCHEME

Essential requirements for 'igba boi' apprenticeship scheme.

- **5.** (1) All 'Igba boi' agreements shall be in writing.
 - (2) An apprenticeship agreement for 'Igba boi' shall be deemed to contain all essential particulars, where such agreement or memorandum contains the following:
 - (a) name, residential & permanent address of the 'Oga';
 - (b) name, residential & permanent address of a parent/guardian of a 'nwa boi' who is a minor;
 - (c) name, residential & permanent address of the guarantor of a 'nwa boi' who is an adult;
 - (d) name and permanent address of the 'nwa boi';
 - (e) names and addresses of at least two witnesses of each of the parties;
 - (f) terms as agreed on by the parties;
 - (g) time for commencement;
 - (h) apprenticeship system must not exceed 7 years.

(3) Nothing in this section shall prevent the parties from including other lawful terms and conditions in the agreement.

Qualification for 'Igba Boi'

6. A person shall not be accepted as 'nwa boi' unless such a person has obtained a Basic Education Certificate.

Parties to an 'Igba Boi' Agreement

- 7. The apprenticeship agreement under 'Igba boi' scheme may be entered into by the following parties:
 - (1) A parent or guardian of the 'nwa boi' who is a minor.
 - (2) an 'oga' with expertise in an established business.
 - (3) a guarantor for a 'nwa boi' who is an adult.
 - (4) witnesses to both parties in the 'Igba boi' apprenticeship agreement.
 - (5) Nwa boi (supposed apprentice).

Creation of 'Oga' & 'Nwa boi' relationship

- 8. An 'oga' & a 'nwa boi' relationship shall be created in the following circumstances:
 - (1) When a parent /guardian of a minor, on behalf of the latter, enters into an agreement with an 'oga' who is an expert in a trade or business and the 'oga undertakes to teach the minor his trade or business and generally take charge of the welfare of the minor for the duration of the training, after which the 'oga' gives him a tangible sum to start his own trade or business;
 - When an adult enters into an agreement with an 'oga' who is an expert in a trade or business and the 'oga' undertakes to teach the adult his trade or business and generally take charge of the welfare of the adult for the duration of the training, after which the 'oga' gives him a tangible sum to start his own trade or business.
 - (3) in sections' 7(1) & (2) above, the prospective apprentice shall undertake to be of good behavior.

Duties of the 'Nwa boi'

- **9.** The 'nwa boi' shall;
 - (1) respectfully serve the 'oga';
 - (2) run the business of the 'oga';
 - (3) run domestic errands for the 'oga'; and
 - (4) generally carry out all the lawful instructions of the 'oga'.

Rights of the 'Nwa boi'

10. The 'nwa boi' shall:

- (1) live in any safe, suitable accommodation provided by the 'oga', which may be the 'oga's residence or any other;
- (2) be entitled to three square meals from the 'oga';
- (3) have his general welfare taken care of by the 'oga'.

Rights of the 'Oga'

- 11. The 'oga' shall be at liberty to;
 - (1) send the 'nwa boi' on any lawful errand;
 - (2) ask the 'nwa boi' to manage any aspects of his business related to the business he agreed to teach him or her;
 - (3) sack the 'nwa boi' in case of stealing or other serious misconduct, provided the 'oga" adheres to the dispute resolution process set out in this law;

PART B

TRAINEE APPRENTICESHIP SCHEME

Essential requirements for Trainee Apprenticeship scheme

12.

- (1) All trainee agreements shall be in writing.
- (2) An agreement for a trainee apprenticeship scheme shall be deemed to contain all essential particulars, where such agreement or memorandum contains the following:
 - (a) name, residential & permanent address of the master;
 - (b) name, residential & permanent address of a parent/guardian of the trainee who is a minor;
 - (c) name, residential & permanent address of the guarantor of the trainee who is an adult;

- (d) name and permanent address of the trainee;
- (e) names and addresses of at least two witnesses of each of the parties;
- (f) terms as agreed on by the parties;
- (g) time for commencement;
- (h) cost to be paid for the training.
- (3) Nothing in this section shall prevent the parties from including other lawful terms and conditions in the agreement.

Qualification for trainee Apprenticeship

13. A person shall not be accepted as trainee unless such a person has obtained a Basic Education Certificate.

Parties to a Trainee Apprenticeship Scheme

- 14. The trainee apprenticeship agreement may be entered into by the following parties:
 - (1) a parent or guardian of a trainee who is a minor;
 - (2) a master with expertise in an established business;
 - (3) a guarantor for a trainee who is an adult;
 - (4) at least two witnesses to both parties in the trainee apprenticeship agreement.

Creation of Master & Trainee relationship

- **15.** A master & trainee relationship shall be created in the following circumstances:
 - (1) When a parent /guardian of a minor, on behalf of the latter, enters into an agreement with a master who is an expert in a trade or business and the master undertakes to teach the minor his trade or business for an agreed fee;
 - (2) When an adult, backed by a guarantor, enters into an agreement with a master who is an expert in a trade or business and the master undertakes to teach the adult his trade or business for an agreed fee.
 - (3) In Sections 15 (1) & (2) above, the prospective trainee shall undertake to be of good behavior.

- **16.** The trainee's duties shall be as follows:
 - (1) obey all lawful instructions of his master;
 - (2) accord the master maximum respect and diligently observe all the rules of engagement;
 - (3) to use the agreed work hours to imbibe the teachings of master and not to engage in personal activities or leave the workplace without express permission of the master;
 - (4) to pay the agreed fees to the master in the agreed manner.

Duties of the Master

- 17. The master shall:
 - (1) teach the trainee to every aspect of the business he contracted to teach him or her, without reservations;
 - (2) give the trainee adequate exposure to the intricacies of the business by sending him or her on errands related to the business, posting him or her to other outlets where applicable, or taking him or her along for business trips.
 - (3) to take stock periodically according to his discretion;
 - (4) treat the trainee with dignity and be humane in his dealing with him /her.

PART C

MISCELLANEUOS PROVISIONS

Breach of contract

- 18. In any case of indictment for breach of any part of the contract between the parties by any them, the aggrieved party shall resort to the following dispute resolution methods in the following sequence:
 - (1) Invitation of the witnesses and at least one respected person from the families of both parties for informal settlement;

- (2) Where settlement is not achieved through the method in Section 18(1), the Market leadership will be sought for the settlement and verdict must be written.
- (3) Where settlement is not achieved through the method in S.18 (1) and (2), parties shall submit to mediation at the commission and any verdict arrived at after the mediation, shall be binding on both parties;
- (4) Any party that is not satisfied with the verdict of the mediators at the Commission, may seek redress at a court of competent jurisdiction.
- (5) No 'oga' or master shall indict a 'nwa boi' or trainee for stealing, if he does not keep a good accounting or stock taking record for the period during which the alleged stealing occurred.

PART D

ESTABLISHMENT OF THE COMMISSION

Establishment of the Commission

- 19. (1) There is established, a Commission to be known as the Anambra State Igbo Apprenticeship Commission.
 - (2) The commission shall be a body Corporate with perpetual succession and a common seal.

Composition of the Commission

- **20.** The Commission shall consist of the following members:
 - (1) A chairman who shall be an educated, renowned business man with a sound knowledge of the Igbo apprenticeship practice. He should be a person of integrity;
 - (2) three members from each of the three senatorial zones of the state;
 - (3) the Commissioner's representative;
 - (4) the chairman, Anambra State Market Association or his representative as an ex-officio member; and
 - (5) a Chartered Arbitrator.

Appointment of members

21. The chairman and other members of the commission, shall be appointed by the Governor.

Functions of the Commission

22. The Commission shall:

- (1) be responsible for a state database where all prospective 'oga'/master and all aspiring apprentice will register their interest;
- (2) maintain a register where all 'oga'/ 'nwa boi' or master/ trainee contractual agreements shall be registered;
- (3) provide a structure for arbitration or mediation for dispute resolution between 'oga' & 'nwa boi' or master & trainee;
- (4) ensure compliance with the provisions of this law;
- (5) facilitate the improvement and efficiency of the Igbo Apprenticeship Scheme;
- (6) issue certificate of completion to the 'nwa boi' or trainee, on completion of his/her apprenticeship;
- (7) initiate activities that are necessary and expedient, for the purpose of achieving the objectives of this law;
- (8) there should be a stipend for the registered nwa boi at settlement.

Tenure of office of members

23. The members of the Commission shall hold office for a term of four years and may be reappointed for another term of four years and no more.

Determination of membership of commission

24.

(1) The Governor may revoke the membership of a member, if he's satisfied that the member:

- (a) has been absent from four consecutive meetings of the Commission without the permission of the chairman or his representative;
- (b) has become bankrupt;
- (c) has been sentenced by a court of competent

- jurisdiction in Nigeria or any other country, to a term of imprisonment for any offence involving fraud or dishonesty and has not received pardon;
- (d) is incapacitated by physical or mental illness;
- (e) is otherwise unable or unfit to discharge the functions of a member.
- (2) The Governor may also revoke a membership if the a disciplinary committee has decided after due hearing, that a member has abused his office.
- (3) Notwithstanding any provision of S. 24(1) of this law, a member may resign his appointment by a letter written under his hand, addressed to the Governor through the chairman of the Commission.

Meetings of the Commission

25. The members of the Commission shall meet at least once in two months.

Quorum

- **26.** (1) At any meeting of the Commission, the quorum shall be four including the chairman or the person presiding.
 - (2) At any meeting of the commission, every matter shall be decided by a majority of the votes of the members present and voting.
 - (3) Where there is an equality of votes, the person presiding at such meeting shall have a second or casting vote.

Power to co-opt 27.

When the Commission desires to obtain the advice of any person on a particular matter, the commission may co-opt such person to be a member for such meeting or meetings as may be required and such person so co-opted shall have all the rights and privileges of a member except the right to vote on a question and to count for a quorum.

Validity of proceedings

28. The validity of any proceedings of the commission shall not be affected by any vacancy in the membership of the commission or any defect in the appointment of a member or by reason that a person not entitled to take part in the meeting, took part in the proceedings.

Remunerations

29. The Chairman and members of the Commission shall be paid such remunerations and allowances as shall be applicable to other similar Commissions.

Funding of the Commission

- **30.** The Commission shall be funded from the following sources:
 - (1) subvention from the state government;
 - (2) grant from local or international donor agencies;
 - (3) revenue from registration of agreements.

Standing orders

31. The Commission may make standing orders so as to provide for the proper conduct of its business.

Registration of Apprenticeship contractual agreement

32. Subject to the provisions of S.22(2) of this law, a contractual agreement for 'Igba boi' or Trainee apprenticeship scheme, may also be registered under any written law in force in the state, requiring or permitting registration of instruments affecting contracts or prescribed by law.

Agreement to be enforced in Court

- **33.** (1) A contractual agreement for 'Igba boi' or Trainee apprenticeship scheme shall be enforceable in court.
 - (2) If the apprentice is a minor, he shall approach the court through his parent or guardian or a legal representative.

Courts with Jurisdiction

34. The Magistrate and the High Courts shall entertain all cases relating to this law according to their various statutory jurisdiction.

FIRST SCHEDULE

(Section 3)

This printed impression has been carefully compared by me with the Bill which has been passed by the House of Assembly and found by me to be a true and correctly printed copy of the said Bill.

ANTHONY UGHENU
Clerk of the Legislature

SECOND SCHEDULE

(Section 4 (1))

I assent/do not assent

PROF. CHARLES CHUKWUMA SOLUDO, CFR Governor

Dated the -----, 2025