

# Applicability and Reconstruction of Legal Relationships Between Apprentices and Enterprises Under the New Vocational Education Law

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## Abstract

With the implementation of the newly revised "Vocational Education Law of the People's Republic of China", the legal relationship between apprentices and enterprises has shown a diversified development trend, mainly manifested in disputes such as personal injury during internships, contract disputes, and labor disputes. In practice, these legal disputes point out issues such as unclear rights and responsibilities, inadequate protection of rights and interests, and unclear legal identity of apprentices, leading to difficulties in effectively safeguarding the rights and interests of apprentices during on-the-job internships. In order to solve the legal relationship issues between apprentices and enterprises, this article proposes strategies for legal application and reconstruction to promote the vigorous development of China's characteristic modern apprenticeship system.

## Keywords

New Vocational Education Law, Modern Apprenticeship System, Industry-Education Integration, Legal Application.

## 1. Introduction

Since the implementation of the newly revised "Vocational Education Law of the People's Republic of China" (hereinafter referred to as the new "Vocational Education Law") on May 1, 2022, and the issuance of related policy documents, the Chinese characteristic apprenticeship system has become an important part of the vocational education system, with its legal and policy framework gradually improving. Starting from the explicit requirement of on-the-job internships in the "Decision of the State Council on Vigorously Developing Vocational Education" issued in 2005, to the pilot work proposed in the "Opinions on Carrying out Pilot Work of Modern Apprenticeship System" released by the Ministry of Education in 2014, and further to the emphasis on vocational education internships in the "National Vocational Education Reform Implementation Plan" issued by the State Council in 2019, and subsequently to the "Regulations on the Management of Internships for Vocational School Students" issued by the Ministry of Education and other eight departments in 2021, which proposed the "Tripartite Agreement for Internships of Vocational School Students (Model Text)". Through continuous exploration, a basic framework for apprenticeship has been formed, characterized by "dual cultivation of school-enterprise, interactive training, job-oriented education, dual identity of apprentices, alternation of work and study, and achievement through on-the-job training". [1] Article 30 of the new "Vocational Education Law" proposes two models of modern apprenticeship, namely the "combination of work and study" and the "enterprise-determined job" apprenticeship, thereby clarifying the legal basis for promoting the Chinese characteristic apprenticeship system.

The Chinese characteristic modern apprenticeship system advocates for "dual cultivation of enterprises and vocational colleges", promoting the development of "industry-education

integration and school-enterprise cooperation".[2] It has undergone an important transition from pilot exploration to legal establishment. This aims to draw on international experience and adapt to domestic realities, emphasizing the social adaptability and career development of vocational school students, and promoting the development of apprenticeship through top-level design.[3]

However, challenges persist in the development and implementation of modern apprenticeship. In practice, the legal rights and interests of apprentices are not fully protected, and the clarity of rights, responsibilities, and benefits remains unclear. Apprentices are both learners and workers, facing difficulties in legal status determination. The modern apprenticeship training model of integrating work and study and school-enterprise cooperation has been referred to by various names. In the 2022 revised "Vocational Education Law", "on-the-job internship" replaced "cognitive internship" and "job internship" in the 2021 "Regulations on the Management of Internships for Vocational School Students". The term "on-the-job internship" was first used in the "Decision of the State Council on Vigorously Promoting the Reform and Development of Vocational Education" issued in 2019. Keywords such as "on-the-job internship", "follow-up internship", and "cognitive internship" were used for full-text retrieval on the China Judgments Online. A total of 573 cases of judgments related to the substantive aspects of internships for vocational school students were selected from January 1, 2016, to August 31, 2022. [4] These cases reveal a series of legal implementation difficulties between apprentices and internship enterprises in the modern apprenticeship system, especially in ensuring basic rights such as labor remuneration, rest and leave, skills training, and work-related injury insurance.

This paper will systematically analyze the legal relationship between apprentices and enterprises in the modern apprenticeship system under the new vocational education law, explore how to promote cooperation between enterprises and vocational education institutions while safeguarding the rights and interests of apprentices, and achieve the integration of industry and education, and the combination of work and study.

## 2. Current Situation of Judicial Disputes

### 2.1. Cases of Personal Injury Disputes

Cases of personal injury disputes encountered by apprentices during on-the-job internships are the main source of judicial disputes, accounting for a relatively high proportion. The protection of apprentices' personal rights and interests is the most crucial aspect during on-the-job internships. Once there are legal loopholes in safeguarding the personal rights of apprentices, their avenues for legal recourse will be limited in the event of internship accidents.

In the case of Mao vs. a certain automobile company in Shangyu City[5], the plaintiff Mao had a personal injury dispute with the defendant, a certain automobile company in Shangyu City, regarding their employment relationship. During his internship as an automobile repair worker at a certain company, Mao was paid an internship salary of 400 yuan per month by the company. One day, while repairing a double sedan, Mao was crushed by the car's bucket because the driver did not notice him repairing underneath, resulting in severe injuries including multiple fractures and contusions. After hospitalization and treatment, Mao was ultimately assessed as having a ten-level disability. Mao's losses included medical expenses, loss of income, nursing expenses, hospital food subsidies, disability compensation, nutrition expenses, appraisal fees, mental consolation money, and transportation expenses, totaling 102,633.08 yuan. After the accident, the company had already paid some medical expenses. According to Article 31 of the "Vocational Education Law": "Enterprises and institutions should accept students and teachers from vocational schools and vocational training institutions for internships. For those who are on the job, appropriate labor remuneration should be provided." Article 6 of the "Guiding

Opinions (Trial)" of the Zhejiang Provincial Labor Dispute Arbitration Commission and Article 6 of the "Opinions (Trial)" of the Zhejiang Provincial Higher People's Court on the Trial of Labor Dispute Cases stipulate that disputes between students and their employers during internships do not fall under labor disputes. The court ruled that Mao, as an employee, suffered personal injuries while engaging in employment activities, and the employer should bear compensation liability. Although Mao had student status, the internship formed an employment relationship between him and the defendant company. Therefore, the company should be responsible for Mao's reasonable litigation claims. The defendant argued that the plaintiff's injuries were caused by others and should be claimed from the tortfeasor or the school. The court, based on the provisions of the Supreme People's Court's "Interpretation on Several Issues Concerning the Application of Law in Personal Injury Compensation Cases", believed that if a third party outside the employment relationship caused personal injury to an employee, the right to claim compensation could be asserted against the employer. In the end, the court ruled that the company compensate Mao for his losses totaling over 60,000 yuan.

In the case of Bai and Xu vs. a company in Nanjing, a vocational high school, and a company in Kunshan [6], Bai and Xu's son, Xiao Bai, was a student of a certain vocational high school, which was the defendant. The school organized students to participate in social practice, during which Xiao Bai died of illness, leading to a dispute. The school applied to the education bureau for collective outings for social practice and signed a "Intern Social Practice Agreement" with a company in Nanjing. The company in Nanjing accepted students for internships and subcontracted the production line to a company in Kunshan. Xiao Bai was arranged to intern on the production line subcontracted by the company in Kunshan. Shortly thereafter, Xiao Bai informed the accompanying teacher of feeling unwell and sought medical treatment. The next day, his condition worsened, and he was transferred to a hospital in Nanjing due to conditions such as septic shock, but unfortunately died after unsuccessful rescue attempts. The court determined that the defendant companies in Nanjing and Kunshan were qualified defendants. The school failed to fulfill its full education management responsibilities, and the companies in Nanjing and Kunshan failed to timely pay attention to Xiao Bai's condition, so they should jointly bear 20% of the reasonable losses incurred by Xiao Bai. Since Xiao Bai died of his own illness, he should bear 80% of the primary responsibility himself.

From the above two cases involving personal rights, it can be seen that when schools cooperate with companies to provide internship opportunities for students, both the students participating in on-the-job internships and the companies are involved in internship relationships, which are not strictly labor contract relationships. In such cases, both cases involve legal provisions related to internships. However, each case also has its own unique significance.

## 2.2. Contract Dispute Cases

Under the framework of the new "Vocational Education Law," the legal relationship between apprentices and enterprises has shown a diversified trend of development, leading to an increasing number of cases involving contract relationships. In these cases, various agreements signed between apprentices and internship enterprises have become the focus.

In a civil case involving a certain company, a company in Hunan, and Dai [7], it involved a "School-Enterprise Cooperation Agreement," wherein the certain company promised to provide professional internship and employment opportunities for students of a certain technical school, while also being responsible for relevant professional skills training, and the school would collect an annual training fee of 6,000 yuan. The court determined the situation where the certain company provided internship training for students of the school and handled it as a contractual relationship. The certain company and the school signed the "School-Enterprise Cooperation Agreement," which stipulated that the certain company would provide

internship and employment opportunities for students majoring in aviation services at the school and be responsible for professional skills training, while the school would be responsible for enrollment, teaching, and daily management. The court believed that the "School-Enterprise Cooperation Agreement" stipulated that the certain company was responsible for internships, employment, and skills training, and collected training fees, but it violated multiple provisions of the "Vocational Education Law," and therefore, this agreement should also be deemed invalid. According to Article 42 of the "Vocational Education Law," vocational schools are not allowed to illegally collect fees under the pretext of job referrals or arranging internships; Article 50 requires vocational schools and training institutions to strengthen guidance for internship students and negotiate with internship units to arrange positions matching the students' majors. However, although the agreement stated that the certain company provided internship and employment services, it did not sign an "Employment Recommendation Agreement" with the students, and due to a lack of talent intermediary qualifications, engaged in illegal human resource services, violating statutory regulations. The "Notice on Strengthening the Management of Cooperation in Running Schools by Technical Schools Abroad" issued by the Ministry of Human Resources and Social Security also stipulates that technical schools are not allowed to cooperate in running schools with unqualified intermediary organizations, and it strictly prohibits entrusted enrollment and agency enrollment to ensure that schooling is conducted in accordance with the law. Article 20 of the "Regulations on the Management of Internships for Vocational Schools" stipulates: "Vocational schools and internship units shall not charge students internship deposits, training fees, internship remuneration commissions, management fees, internship material fees, employment service fees, or other forms of internship fees..."

In summary, the court determined that the "School-Enterprise Cooperation Agreement" should be deemed an invalid contract due to violations of relevant vocational education laws and regulations, especially regarding public order, morality, financial security, and market order aspects. This ruling emphasizes the importance of legality in educational cooperation and the protection of student rights, ensuring the legality and quality of educational cooperation.

### 2.3. Labor Dispute Cases

The legal relationship between apprentices and enterprises is becoming increasingly complex and diverse. Although the relationship between apprentices and enterprises can manifest in forms such as on-the-job training, targeted training, and on-the-job labor, disputes often arise regarding whether a labor relationship exists between the two parties. In dealing with such disputes, courts typically consider various factors such as the content of the contract, the nature of the work, the intentions of both parties, and relevant laws and regulations to determine the nature of the legal relationship between apprentices and enterprises.

In the case of Li vs. a certain automotive company[8], Li was a student of a certain school (with a 3-year program). According to an agency agreement between the school and a certain automotive technical school, Li studied at the automotive technical school and began an internship at a certain automotive company in July 2018. The certain automotive company, the automotive technical school, and Li signed a "Three-Party Agreement on Internship Cooperation for Vocational Schools," providing Li with internship opportunities and issuing internship subsidies. After taking sick leave and subsequently being absent from work, Li's internship at the automotive company was terminated. Dissatisfied with the termination notice, Li filed a lawsuit seeking confirmation that he had a labor relationship with the automotive company. The court determined that the relationship between Li and the automotive company was that of an internship unit and an intern, not a labor contract relationship, and rejected Li's claim. The court pointed out that the essence of a labor relationship is a contractual relationship, and since Li's internship at the automotive company was approved by the school as a teaching

practice, which was an important part of Li's academic completion, and there was no mutual agreement between the apprentice and the enterprise to establish a labor relationship, the court confirmed that the relationship between the two parties was that of an internship unit and an intern, without forming a labor relationship.

In the labor dispute case between a certain group and Jiao [9], the court pointed out that although the case was filed as a labor dispute, the dispute between the parties over the "Training Service Agreement for Group Trainees" belonged to a contract dispute. The two parties signed a "Training Service Agreement for Tianrui Group Trainees," where Tianrui Group invested 30,000 yuan to send Jiao to study and train at Luoyang Institute of Technology. The agreement stipulated that Jiao would serve Tianrui Group for 15 years after graduation and would be liable to pay liquidated damages if he resigned early. Firstly, the court confirmed the criteria for determining a labor relationship according to Article 1 of the Notice of the Ministry of Human Resources and Social Security on Establishing Matters Related to Determining Labor Relationships (Lao She Bu Fa [2015] No. 12), including the qualifications of the parties, the application of labor rules and regulations, and labor being a part of the employer's business. [10] However, in this case, although the plaintiff and the defendant signed a trainee training service agreement, the court determined that the agreement did not have the usual terms of a labor contract, such as remuneration and working hours, and thus differentiated it. Secondly, the case emphasized the training period agreed upon by the two parties and the conditions for terminating the labor relationship. Although the defendant was notified of the termination of the labor relationship due to violations of labor discipline, according to the agreement, the defendant had not worked for 15 years, so he should refund the remaining period of training fees as stipulated in the agreement. This handling reflects respect for and enforcement of agreement terms under contract law. In these cases, the court provided some guidance on handling labor dispute cases, especially in determining labor relationships. However, as the cases progressed, the court found that the actual disputes involved the "Training Service Agreement for Group Trainees," so the case was reclassified from a labor dispute to a contract dispute. This case illustrates the complexity and confusion in determining the legal relationship between apprentices and enterprises in practice.

In conclusion, in both cases, Li and Jiao established legal relationships with enterprises as students through agreements. Whether it was the "Three-Party Agreement on Internship Cooperation for Vocational Schools" signed by Li or the "Training Service Agreement for Group Trainees" signed by Jiao, neither involved a labor contract relationship: Li's internship behavior was part of his educational practice approved by the school, and there was no mutual agreement between the two parties to establish a labor relationship; Jiao's relationship with the certain group was a training contract relationship, and the "Training Service Agreement for Group Trainees" signed by both parties was a training agreement. In Li's case, the court pointed out that although the internship cooperation agreement stipulated internship subsidies and internship management, these subsidies were not equivalent to labor remuneration, which was another key factor making it difficult to establish an actual labor relationship.

### **3. Challenges in the Legal Relationship Between Apprentices and Enterprises**

#### **3.1. Ambiguity of Legal Rights and Responsibilities of Apprentices**

The rights and responsibilities between apprentices and enterprises are mainly stipulated by contracts, primarily involving agreements for apprentice training and internship. According to Article 30 of the Vocational Education Law, when enterprises and vocational schools jointly recruit students for apprentice training in a combined work-study mode, they should sign an apprentice training agreement. The apprentice training agreement is a special type of contract,

a product of the cooperative training model between enterprises and vocational schools, combining the nature of an educational contract and a labor contract. Corresponding to the apprentice training agreement is the internship agreement, a contract signed by students during their internship in an enterprise. According to Article 50 of the Vocational Education Law, the state encourages enterprises and institutions to arrange internship positions, accept students from vocational schools and vocational training institutions for internships. Units accepting internships should ensure that students enjoy rights such as rest and vacation according to regulations, labor safety and health protection, participation in relevant insurances, and receive vocational skills guidance; for on-the-job internships, internship agreements should be signed, and appropriate labor remuneration should be provided. At the same time, the internship agreement should clearly specify the internship positions for students, ensure that the internship positions match the students' majors, clarify the content and standards of internships and training, and should not arrange for students to engage in internships and training unrelated to their majors. In short, the internship agreement is also a special type of civil contract, combining the nature of an educational contract and a labor contract.

In the actual apprenticeship training, some enterprises have not provided apprentices with corresponding labor remuneration, and even charged apprentices fees such as skills training fees. A survey of vocational colleges in Jiangsu Province found that 7% of enterprises do not pay apprentice wages, let alone contribute to various social insurances.[11] Because the advancement of modern apprenticeship training requires financial support, such as hourly remuneration for guiding teachers, apprentice remuneration, teaching management expenses, and expenses incurred by enterprises in managing students. However, regarding these expenses, many schools and enterprises do not know how to allocate the expenses incurred during apprentice training, and there is a lack of relevant policy support and legal basis at the national and local levels. In this situation, how to safeguard the rights of apprentices during their labor in enterprises? The unclear allocation of rights and responsibilities between apprentices and enterprises is a major issue in the implementation of the apprenticeship system. The current legal framework fails to fully cover the specific needs of apprentices, especially in terms of labor remuneration, work injury insurance, and specific measures for skill training protection. In addition, there is a lack of a clear regulatory mechanism for monitoring the apprentice training agreements entered into by apprentices and enterprises during the internship period. A monitoring mechanism is crucial for safeguarding the rights of apprentices, but in the current legal system, there is a lack of effective supervision of enterprises fulfilling their responsibilities, leading to potential issues such as illegal charges and improper internship arrangements by some internship enterprises.

Furthermore, as managers of apprentices during on-the-job internships, enterprises naturally concern themselves with the issue of safeguarding the rights of apprentices in the event of safety accidents in enterprise positions. Although most enterprises strive to ensure the safety of apprentices, accidents involving apprentices may occur in reality. Additionally, since there are no regulations regarding insurance and the division of safety responsibilities specifically for apprentices' internships at the national level, enterprises find it difficult to properly bear responsibilities. Due to the absence of specific regulations governing accidents involving apprentices during internships, the compensation mechanism for student casualties during internships has not been clearly defined. Apprentices who suffer accidental injuries can only rely on commercial insurance for compensation and cannot enjoy compensation under the Work Injury Compensation Law. If individual enterprises have not purchased commercial insurance, the extent of their involvement in compensation and the process of handling become even more challenging.

### 3.2. The Dual Identity of Apprentices: Workers and Students

The apprenticeship system possesses the unique characteristics of both labor and education. To some extent, apprentices can be seen as both learners in the educational system and workers in organized production.[12] Whether in modern apprenticeship systems or new enterprise-based apprenticeship models, the educational function always outweighs the commercial value in its nature. The "Education Law" of China specifically stipulates the rights of schools. These rights mainly include the enrollment right, academic assessment and evaluation right, student status management right, reward right, disciplinary right, and the right to issue academic certificates. Schools exercise educational management over students based on these rights granted by public laws such as the "Education Law," and students must obey the school's management. This direct educational management behavior by schools based on public law is the exercise of "public power" granted by law, characterized by unilateral will and compulsion, and conforms to the characteristics of administrative actions. [13] Students are in a position of being managed by the school and are the relative subjects of the school's management actions. [14] However, we cannot ignore the economic value created by this group of apprentices because of their student status, neglect their identity as workers, deny the labor relationship between apprentices and enterprises, and exclude apprentices from the protection of labor relations.[15]

Labor relations usually refer to the social relationship formed between employers and employees through the conclusion of labor contracts, where employees provide labor to employers, and employers pay wages. University students are generally not recognized as employees in judicial practice in China. [16] However, the relationship established between apprentices and internship enterprises through the signing of apprentice training agreements generally constitutes a labor or employment relationship. Both employment relationships and labor relationships are legal relationships between the party providing labor and the party accepting the results of labor. Both are established through agreements, with one party providing labor and the other party paying remuneration. In such relationships, the party providing labor and the party accepting the results of labor are often in a relatively advantageous position on the surface, while the party providing labor is often in a weak position in reality.

In summary, in the implementation of China's modern apprenticeship system with Chinese characteristics, the legal relationship between apprentices and enterprises has its particularity, usually being identified as a non-full-time labor relationship. The core purpose of the apprentice training agreement is education and training, while the core of labor relations is the transaction of labor. In the apprenticeship system, enterprises collaborate with vocational schools to cultivate technical talents, emphasizing the education and practical training of apprentices. The combination of education and labor distinguishes the apprentice training agreement from traditional labor relations and instead reflects the combination of education and labor. Apprentices are both students and workers, and this dual identity makes their rights and obligations unique. This duality of identity needs to be clearly regulated and protected by law to avoid legal identity and relational confusion for apprentices in defending their rights.

### 3.3. The Uncertainty of Legal Responsibility Entities for Apprentices

In current legal regulations, there is a gray area regarding the responsibilities of enterprises and schools for the education, management, and protection of students during internships. Article 50 of the "Vocational Education Law" stipulates that vocational schools and vocational training institutions should strengthen guidance for internship students and clarify the content and standards of internships. However, in practical operations, enterprises often utilize the student status of apprentices to evade responsibility for managing interns, while the supervisory responsibilities of schools are easily weakened or overlooked. The law fails to

clearly define the specific division of responsibilities between schools and enterprises in different internship stages and situations. Even though schools and enterprises usually sign school-enterprise cooperation agreements for apprenticeships due to the integration of production and education, these agreements often lack clear legal standards. Current laws do not provide detailed specifications for the content, form, and terms of internship contracts, leading to unclear attribution of responsibilities between enterprises and schools in contracts, and even violations of relevant legal provisions. Some enterprises exploit this loophole to illegally charge fees or shift responsibility.

Current laws and regulations related to apprentice internships explicitly require enterprises to provide a safe internship environment for interns. However, in practice, the implementation of responsibilities by enterprises and the supervision mechanism are not comprehensive enough, leading to some enterprises failing to fully guarantee the safety of students when providing internship opportunities. In addition, the lack of coordination between schools and enterprises in safety education and supervision of interns can also lead to safety risks for students during internships.

Furthermore, current laws do not provide detailed regulations for the compensation mechanism for student casualties during internships, making it difficult to accurately define liability in actual disputes. In the case of Bai and Xu suing a company in Nanjing, a vocational high school, and a company in Kunshan, the court ruled that the parents of apprentice Xiao Bai should bear 80% of the responsibility, while the company and the school should jointly bear 20% of the responsibility. Whether such a ratio is reasonable is left to the discretion of the judge. The lack of explicit standards for compensation for accidents or casualties during internships makes it difficult to ensure the legitimate rights and interests of students.

In summary, current laws have uncertainties regarding the responsibilities of enterprises and schools for education, management, and protection during student internships. Enterprises often use the student status of apprentices to shift responsibility, while the supervisory responsibilities of schools are easily neglected. The lack of clear legal standards in school-enterprise cooperation agreements leads to unclear attribution of responsibilities.

## **4. Strategies for the Reconstruction of Legal Relationships**

### **4.1. Improvement of Contract Management and Legal Supervision**

In the context of the new "Vocational Education Law," the legal relationship between apprentices and enterprises typically involves the apprentice training agreement, a contract agreed upon by the apprentice, enterprise, and vocational institution. This agreement reflects the characteristics of the integration of production and education and school-enterprise cooperation in apprenticeship programs. In practice, it is usually used to regulate apprentices' internships and training activities within enterprises and to clarify the rights and obligations of all parties involved. However, during the process of drafting apprentice training agreements, there often exists ambiguity regarding the rights and obligations between apprentices and enterprises, making it difficult to safeguard apprentices' interests during training. In some cases, these agreements may blur the line between educational and labor activities, neglecting the educational purpose of apprenticeship training.

Given the new requirements for vocational education apprenticeships in the new "Vocational Education Law," which emphasizes the importance of integrating production and education and school-enterprise cooperation and requires the protection of apprentices' rights during training, the content of apprentice training agreements should clearly define the training objectives and educational content for apprentices, emphasizing the educational nature of apprenticeship training. Referring to the provisions of internship agreements, the agreement should specify the rights and obligations of both parties, including training objectives,



curriculum arrangements, apprentice compensation, insurance benefits, working hours, rest periods, etc. Additionally, the agreement should reference relevant education and labor laws and industry standards, including clauses related to confidentiality, breach of contract responsibilities, and dispute resolution, to ensure the legal rights and interests of both parties. This includes safeguarding apprentices' rights to rest, labor safety, and fair compensation during training.

Moreover, relevant education departments or industry associations should develop and promote standardized templates for apprentice training agreements, detailing the rights, responsibilities, and obligations of interns, as well as the responsibilities of enterprises and schools and the legal consequences of contract breaches. The agreement should specify key information such as the purpose of the internship, job responsibilities, working hours, compensation, insurance, safety measures, and educational content to ensure interns fully understand their rights and obligations. Detailed implementation guidelines or operation manuals can also be established to provide specific operational procedures and standards for schools and enterprises, ensuring effective enforcement of legal provisions. However, the life of the agreement lies in its execution, and the implementation depends on supervision. Therefore, it is necessary to establish legal supervision agencies for the promotion of apprenticeship programs, such as the Apprenticeship Quality Supervision Committee, responsible for supervising the implementation of apprentice training agreements. This organization should be jointly composed of education departments, industry associations, and labor protection departments. Establishing a modern apprenticeship information management and sharing platform to strengthen supervision and oversight is also an important means of clarifying management and educational responsibilities. Supervisory agencies can periodically review enterprises' internship arrangements and contract execution to ensure compliance with legal requirements and educational goals. Additionally, establishing clear complaint and reporting mechanisms will facilitate apprentices in seeking help when encountering contract breaches or unfair treatment, such as through online complaint platforms or hotline numbers. Promoting standardized management and supervision of apprentice training agreements will help clarify the rights and responsibilities of apprentices, enterprises, and vocational institutions, prevent disputes, and protect the legitimate rights and interests of all parties involved. Emphasizing the educational nature of apprenticeship training will enhance the quality of vocational education, ensure consistency between apprentice training and educational objectives, and promote the development of apprenticeship programs to cultivate high-quality technical talents for the country.

#### **4.2. Clarification and Standardization of Apprentices' Legal Status**

In modern apprenticeship, apprentices hold a dual status of both laborers and students. When enterprises collaborate with vocational schools to train apprentices, apprentices simultaneously assume the roles of "students" and "prospective employees." This dual identity necessitates special treatment of the legal relationship between apprentices and enterprises. However, existing laws do not clearly define this relationship, leading to numerous issues between apprentices and internship companies.

Due to the dual identity of apprentices as "prospective employees" and "vocational school students," [17] the legal relationship between apprentices and enterprises cannot be simply defined by a single labor contract or educational agreement. Although apprentices engage in productive labor in enterprises, their primary identity remains that of vocational school students, in the stage of education and training. Clarification of the apprentices' dual identity is needed from a legal standpoint. In modern apprenticeship, the rights and obligations of apprentices need to be regulated based on their dual identity. Apprentices in enterprises should enjoy the rights of laborers, such as wages, rest and vacation, and work-related injury insurance;

meanwhile, apprentices should also fulfill the obligations of students, such as obeying school regulations and completing their studies.

Therefore, in modern apprenticeship, defining the legal relationship between apprentices and enterprises as non-full-time labor relations is in line with the actual situation and needs of apprentices. Non-full-time labor relations are a flexible form of employment, with relatively flexible working hours, wage payment, labor contract signing, and social insurance contribution, resulting in lower costs. The "3+2" training model of modern apprenticeship, where apprentices spend three days in enterprises and two days in schools, usually does not exceed 24 hours of work per week, with an average of no more than 4 hours per day, which aligns with the characteristics of non-full-time labor relations. [18] Thus, apprentices acquire basic job skills, are capable of creating economic value, and receive remuneration after entering the apprenticeship stage; at the same time, the labor provided by apprentices is an integral part of the internship company's business and is subject to enterprise management and compliance with regulations. Although no written labor contract is signed, apprentices and internship companies have a de facto labor relationship based on relevant regulations. [19] Defining this as non-full-time labor relations is in line with the actual situation and better protects the rights of apprentices. Recognizing the labor relationship between apprentices and enterprises as non-full-time labor relations is a reasonable delineation of apprentices' dual identity.

In conclusion, defining the legal relationship between apprentices and enterprises as non-full-time labor relations can effectively protect the legitimate rights and interests of apprentices, balance their dual identity, reduce enterprise employment risks and costs, clarify legal relationships, and provide a legal basis for apprentices to participate in work-related injury insurance, among others. Moreover, this recognition supports the development of modern apprenticeship and promotes the integration of industry and education and cooperation between schools and enterprises.

### **4.3. Clarifying Management and Education Responsibilities**

In a modern apprenticeship system, clearly defining the management and education responsibilities of companies and schools, and incentivizing companies to actively participate, is key to promoting the healthy development of the apprenticeship system. In the apprenticeship system, the cooperation between companies and schools involves not only the labor rights of students but also their education and training. Companies must not only provide internship positions and manage apprentices but also assume educational responsibilities. Generally, the cooperation between schools and companies is considered a public welfare education partnership, rather than a typical civil contractual relationship, and it is subject to legal regulations that prohibit improper charges.

Examining the development of international high-level modern apprenticeship systems, the importance of a multi-stakeholder collaborative education system is emphasized. Governments, industries, companies, schools, and apprentices collaborate to form an operational model of multi-party participation, clearly defined responsibilities, and collaborative education. [20] To better protect students' rights during internships, the education legal system needs to legally confer the "dual" educational subject status to both schools and companies, improve school-enterprise cooperation agreements, standardize the rights and responsibilities of all parties, and clarify the rights and obligations of companies in the integration of industry and education. [21] Schools and enterprises should jointly be responsible for the training of apprentices, and establishing a clear and distinct multi-stakeholder collaborative education system is an effective means of clarifying the management and education responsibilities in the apprenticeship system.

At the same time, in the development of modern apprenticeship systems, different countries have emphasized the construction of comprehensive vocational education legal systems. [22]

A well-developed legal system and funding guarantee system are key to advancing the development of modern apprenticeship systems. Policy incentives can be achieved through tax breaks, funding subsidies, and other means. In Germany, companies bear the entire cost of students' training and internships at the company, while schools bear the cost of students at school. In the UK, the government funds the training, and companies and training institutions receive funding subsidies. Improving the "apprentice" training quality assurance system can encourage companies to participate through innovative policy systems and improved execution standards. Policy incentives can take the form of tax breaks, funding subsidies, and other measures to encourage companies to participate actively in apprentice training. Specifically, tax breaks and funding subsidies can be provided to companies participating in the modern apprenticeship system, and subsidies and allowances can be provided to apprentices and company mentors. Companies are important participants in the modern apprenticeship system. Additionally, the government and education departments can provide financial support for companies participating in the modern apprenticeship system by establishing a comprehensive funding guarantee system. For example, "apprenticeship training tax" or "vocational education fund system" policies can be established. These policies can significantly reduce the risks for companies implementing modern apprenticeship systems and protect their interests. A series of policy incentives can stimulate companies' enthusiasm for participating in apprentice management and education.

## 5. Conclusion

In practice under the new "Vocational Education Law," starting from the current state of judicial disputes in apprentice training, and through the analysis of existing laws, regulations, and practical cases, three challenges in the advancement of the modern apprenticeship system have been identified. Using a comparative research approach, strategies for reconstructing legal relationships have been proposed. Apprentices under the modern apprenticeship system possess dual identities of labor and education, and the legal relationships need to reflect this dual identity. The standardization and regulation of apprentice training agreements are important means of protecting the legitimate rights and interests of apprentices and clarifying the responsibilities of companies. Meanwhile, a multi-stakeholder collaborative education system and policy incentives are effective measures to promote the healthy development of the apprenticeship system. Looking ahead, as the modern apprenticeship system with Chinese characteristics is further advanced and practiced, the legal relationships between apprentices and companies will gradually become clearer and more standardized.

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