

## Contract for the practical training semester

To carry out the practical training semester (internship) during  
Winter Semester .....Summer Semester.....  
in the course of study

- Business Management (BA) /**
- Retail and Service Management (BA)/**
- Industrial Engineering and Management (BA) /**
- International Technology Management (BA) /**
- Medical Engineering (BA)**

- (course of study underlined) -

at the **Ostbayerische Technische Hochschule Amberg-Weiden (University of Applied  
Sciences Amberg-Weiden), Hetzenrichter Weg 15, 92637 Weiden, Germany, tel.:  
++49-961/382-0, fax: ++49-961/382-135**

- (name and address of University) -

The following Practical Training Contract is concluded between the

company/authority/institution<sup>1</sup>

- hereinafter referred to as training company (name and address) -

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and the student \_\_\_\_\_

born on \_\_\_\_\_ in \_\_\_\_\_

residence: \_\_\_\_\_

tel./e-mail: \_\_\_\_\_

**for the duration between .....and.....(=.....weeks):**

## § 1 General scope

- (1) The practical training semester is an obligatory part of the respective course of study. It is integrated in the course of study and regulated by the University. The practical training semester is completed in a company, an authority or an institution outside the University. It is supervised by the University and supplemented by classes at the University. Its contents are predetermined and the student underwent classes leading up to the practical training semester.
- (2) Throughout the practical training semester the student remains matriculated at the University, with all rights and duties arising therefrom.
- (3) The practical training semester is subject to the regulations issued by the Bavarian State Ministry of Science, Research and Art, as well as those by the University. These regulations, in their relevant version, comprise in particular
  1. the Regulations for the Conduct of Examinations at Universities of Applied Sciences in Bavaria (RaPO) of 17 October 2001,
  2. the Regulations for the Conduct of Practical Training Semesters at State Universities of Applied Sciences in Bavaria of 20 August 2007,
  3. the Regulations for Studying and the Conduct of Examinations issued by the University for the respective course of study, as well as the Regulations regarding the training program issued by the respective faculty of the University (see Appendix).

## § 2 Contractual duties

- (1) The practical training company is obliged
  1. to give the student professional training and supervision from \_\_\_\_\_ to \_\_\_\_\_ (= \_\_\_\_\_ weeks) for the duration of the practical training semester of the course of study, in accordance with the attached training program and the additional Regulations set forth in § 1; the student will work at/rotate through the following company departments/areas of work<sup>1</sup>:  
\_\_\_\_\_
  2. to make provision for enabling the student to attend classes accompanying the practical training semester and to participate in examinations,
  3. to review and sign the report to be drawn up by the student,
  4. to issue a certificate in time informing about a successful completion of the practical training (according to the respective requirements for meeting the educational goal of the training) and about the duration of the practical training as well as about possible times of absence from work and
  5. to appoint a training supervisor for the student.
- (2) The student is obliged
  1. to avail himself/herself of the offered training opportunities during the regular daily working hours of the practical training company,
  2. to carry out any assigned tasks in line with the training program with due diligence,
  3. to comply with instructions of the training company or by any persons entrusted with giving such instructions,
  4. to observe all valid regulations of the training company, especially work and safety regulations, as well as regulations concerning matters of confidentiality (professional discretion),

5. to draw up a report in due time and in accordance with the directives of the University, depicting content and course of the training and
6. to immediately notify the training company of any absence from work.

### **§ 3 Entitlement to remuneration and costs incurred**

- (1) This contract does not substantiate any claim for reimbursement of costs arising from fulfilling this contract on the part of the training company. This, however, does not apply to those cases of damage which are covered by a liability insurance effected by the student under § 7 Clause 2.
- (2) The student receives a monthly remuneration of \_\_\_\_\_ EURO by the training company.

### **§ 4 Training supervisor**

The training company appoints

Mr/Ms<sup>1</sup> \_\_\_\_\_

(name, job title, tel., fax, e-mail)

as training supervisor for the student. This person also acts as a contact person for the student and for the University concerning all matters relating to the contractual relationship.

### **§ 5 Vacation and interruption of the practical training**

- (1) The student is not entitled to a vacation during the duration of the practical training.
- (2) As a rule, interruptions have to be made up for. Only if the educational goal of the training is not negatively affected, interruptions do not have to be made up for, if the student is not responsible for the interruption. Every interruption has to be made up for as well as company holidays and sickness. In case of participating in a military exercise, working days do not have to be made up for, if the exercise does not exceed ten working days. In either case, the student is obliged to prove that he/she is/was not responsible for the interruption.

### **§ 6 Contract cancellation**

- (1) After a hearing with the University, either party can cancel the training contract prior to its expiry via a unilateral written statement to the other contractual party
  1. for an important reason (without complying with any terms of notice) or
  2. if the educational goal of the training is abandoned or altered at two weeks' notice.
- (2) The party requesting the cancellation must notify the University immediately in writing.

### **§ 7 Insurance coverage**

- (1) By law the student is insured against accident during the practical training semester carried out in Germany (§ 2 Clause 1 No 1 of the Seventh Volume of the Social Law Code - SGB VII). In the event covered by insurance the training company sends a copy of the notice of accident (accident report) to the University.
- (2) If requested by the training company, the student has to effect a liability insurance fitting the duration and content of the training contract.<sup>2</sup>

- (3) If the practical training semester is carried out abroad, the student has to make sure that he/she has sufficient insurance coverage regarding sickness, accident and liability.

### **§ 8 Contract effectiveness**

The contract is effective upon approval by the University. The student is required to obtain the approval.

### **§ 9 Copies of the contract**

This contract is issued and signed in three copies. Each contractual party receives a copy; the third copy is immediately sent to the University by the student.

### **§ 10 Further agreements<sup>3</sup>**

The obligatory duration of the practical training semester is 20 weeks

\_\_\_\_\_

\_\_\_\_\_

Place, date: \_\_\_\_\_

Place, date: \_\_\_\_\_

Training company stamp:

Student:

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature:

Approval of the University:

Place, date: \_\_\_\_\_

University stamp:

\_\_\_\_\_

Signature\_\_\_\_\_

<sup>1</sup> Please delete as applicable.

<sup>2</sup> Not applicable if the liability risk is already covered by a group insurance effected by the training company.

<sup>3</sup> For example, agreements on refunding special expenditures (e.g. liability insurance premium, travel expenses) can be entered here.