

# Training Contract for the practical training semester/first undergraduate traineeship<sup>1</sup>

For the implementation of the \_\_\_\_\_  
in the \_\_\_\_\_  practical training semester /  first undergraduate traineeship<sup>1</sup>  
 bachelor course /  diploma course

\_\_\_\_\_ subsequently called course –

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- subsequently called University -

the following training contract is finalized between the

Company/Institution/Organisation1  
\_\_\_\_\_  
\_\_\_\_\_

The training company applies

Mr/Mrs \_\_\_\_\_  
(name, function, telefon, fax, e-Mail)

as representative for the student training. At the same time the training representative is the student's contact in all questions regarding the contractual relationship.

- subsequently called training company -

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

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

in \_\_\_\_\_

semester: \_\_\_\_\_

living in \_\_\_\_\_

Tel.-No./e-mail: \_\_\_\_\_

Immatriculation-No: \_\_\_\_\_

- subsequently called student -

## § 1 General

(1) A practical training semester is a semester term which is integrated into the course of studies, arranged and taken care of by the University, which also determines its content and prepares accompanying lectures. It is normally done in a company or in another professional training organisation outside the university. or<sup>1</sup>

A first undergraduate traineeship is a practical training which is integrated into the course of studies, accompanied by at least one course subject, and arranged and taken care of by the university, which also prepares accompanying lectures. It is normally done in a company or in another professional training organisation outside the university. The first undergraduate traineeship is not to be done during the lecture time.

(2) During this practical training semester/first undergraduate traineeship<sup>1</sup>, students remain members of the university with all the rights and duties resulting from it.

(3) Valid for the practical semester term/first undergraduate traineeship<sup>1</sup> are the regulations issued by the Bayerische Staatsministerium für Wissenschaft, Forschung und Kunst as well as by the university as amended. These are in particular:

1. the general examination regulations for Universities of Applied Sciences in Bavaria (RaPO) as of 17th October 2001,
2. the regulations for the enforcement of the practical training semesters at the Universities of Applied Sciences recognized by the State of Bavaria as of 20th August 2007,
3. the course and examinations regulations issued by the university for the course of studies as well as the training programme issued by the university department responsible (see attachment).

## **§ 2**

### **Duties of the partner to the contract**

(1) The training company commits itself

1. to training and taking care of the student between \_\_\_\_\_ and \_\_\_\_\_

(= \_\_\_\_\_ weeks) for the practical training semester/first undergraduate traineeship<sup>1</sup> of the course of studies in accordance with the attached training programme and the regulations mentioned in § 1; the student will particularly get to know to the following company divisions/working areas<sup>1</sup>:

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2. to making it possible for the student to participate in practice-relevant lectures and in examinations,
3. to checking and signing the report to be made by the student,
4. to issue a certificate in due time, which incorporates both the requirements of the training objective and the training success and which also shows the period of practical training including possible absenteeism, and
5. to appointing a training representative.

(2) The student commits himself/herself<sup>1</sup>

1. to making use of the offered training possibilities and to stick to the daily training periods, which correspond to the usual work time at the company offering the training,
2. to carrying out carefully all work stipulated within the framework of the training programme,
3. to following the instructions of the training company and the training personnel commissioned by it,
4. to observing all rules and regulations, especially work regulations and regulations for the prevention of accidents as well as regulations regarding professional confidentiality,
5. to writing a report in due time in accordance with the stipulated rules and regulations of the university, which shows the content as well as the process of the training, and
6. to informing the training company immediately about any kind of his/her absence.

## **§ 3**

### **Cost and entitlement to remuneration**

(1) This contract does not substantiate any claim to remuneration of cost, which may arise from the fulfilment of this contract on the part of the training company. This does not apply to cases of damage may fall into the student's personal liability insurance.

(2) The student receives a monthly training remuneration of \_\_\_\_\_ EURO.

## **§ 4**

### **Vacation, interruption of training**

(1) The student has no claim to vacation during the term of contract.

(2) As a matter of principle, interruptions have to be made up for. However, if the training objective is not impaired, making up for an interruption can be ignored if it does not fall within the student's responsibility and if the occurred absence does not exceed five working days within a practical training semester. Should the absence exceed five working days, all of them have to be retaken. In case of reserve duty training units/periods, making up for an absence is ignored if it does not exceed ten working days. The student has to give evidence that he/she is not responsible for the interruption.

## **§ 5**

### **Dissolution of contract**

(1) After hearing the university the training contract can be dissolved before the agreed date through written declaration by one party to the respective other party ...

1. without giving due notice in case of an important reason only, or
2. within a term of two weeks in case of abandonment or change of the training objective.

(2) The university has to be informed by the dissolving party immediately by writing.

**§ 6**  
**Insurance coverage**

(1) During the practical training semester the student is insured against accidents by the law (§ 2 sect. 1 No 1 of the seventh book of the code of social law – SGB VII). In the case of an occurrence of the insurance contingency, the training company also sends a copy of the notice of accident to the university.

(2) If the training company requires insurance, the student has to effect a personal liability insurance that covers the period and content of the training contract.<sup>2</sup>

(3) In case of practical training semesters abroad the student has to care himself/herself for sufficient insurance coverage against illness, accident and personal liability.

**§ 7**  
**Effects of the contracts**

In order that the contract becomes effective it needs approval of the University. This approval is to be obtained by the student. The contract is concluded on the condition that the admission requirements are fulfilled in accordance with the relevant studies and examination regulations for the practical training.

**§ 8**  
**Official copies of the contract**

This contract is made out and signed in triplicate. Each party to the contract receives one copy, the third copy is sent immediately to the university by the student.

**§ 9**  
**Other stipulations<sup>3</sup>**

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Place, Date:

\_\_\_\_\_

\_\_\_\_\_  
Training company: Signature and stamp

\_\_\_\_\_  
Student: Signature

University approval: (University approval does not include examination of the admission requirement for the practical training; students are required to check on their own authority if admission requirements to the practical training are fulfilled)

Place, Date: \_\_\_\_\_

University:

\_\_\_\_\_  
Signature

1 Please cross out which is not applicable.

2 Not applicable, if private liability is already covered by group insurance made out by the training company.

3 Here agreements may be made regarding for instance compensation of particular expenses (e.g. private liability insurance premium, travel expenses).