Training Contract for Internship Semester/Basic Internship

The following Training Contract for the Internship Semester/Basic Internship in the Bachelor/Diploma/Master Degree Programme at the „Ostbayerische Technische Hochschule Regensburg (OTH Regensburg)“ is hereby made between firm/authority/establishment (‘the Host Organisation’) and the Student born on ___________ in ________________________________ Matriculation no. __________________.

Section 1 General

(1) The internship semester is a study semester forming an integral part of the degree course. It is regulated and supervised by the university and offers a specific content with preparatory and accompanying theory courses. It is usually spent in a company or other establishment offering relevant professional experience outside the university.

or

A basic internship is a work placement forming an integral part of the degree course. It is regulated and supervised by the university and offers a specific content with preparatory theory courses and at least one accompanying study subject. It is usually spent in a company or other establishment offering relevant professional experience outside the university. The basic internship should not be spent during periods when lectures are in progress.

(2) During the internship semester/basic internship the Students remain members of the university with all the rights and obligations which this entails.

(3) The internship semester/basic internship is subject to the regulations issued by the Bavarian State Ministry of Sciences, Research and the Arts and by the university as may be amended from time to time. Specifically, these are:

a) the Framework Examination Regulations for Universities of Applied Sciences in Bavaria (RaPO), 17 October 2001,

b) the provisions for the implementation of internship semesters at the Universities of Applied Sciences in Bavaria, 20 August 2007,

c) the General Examination Regulations (APO) of the university,

d) the study and examination regulations of the university for the course of study, and the training programme issued by the responsible faculty of the university.

Section 2 Duties of the Contract Partners

(1) The Host Organisation undertakes

a) to provide training and expert support for the Student in the period from ___________ to ___________ (= _____ weeks) for the internship semester/basic internship of the degree programme according to the attached training programme and other provisions as referred to in Section 1; the Student will in particular be assigned to the following departments/types of work:

b) to review and sign off the report to be prepared by the Student,
c) to issue a certificate in a timely manner confirming the success of the internship according to the particular requirements of the training objective, and indicating the dates of the internship and of any absences, and
d) to appoint a Training Mentor.
e) in case of a part-time study course in the dual study model as agreed with the university, to provide a programme equivalent to a part-time internship semester.

(2) The Student undertakes
a) to accept the training opportunities as offered and to observe the daily training times which correspond to the normal working hours of the Host Organisation,
b) to perform with due care the tasks entrusted to the Student as part of the training programme,
c) to act as directed by the Host Organisation and its appointed representatives,
d) to observe the regulations which apply to the Host Organisation, in particular the codes of practice and accident prevention regulations as well as rules governing confidentiality,
e) to prepare a report when required and as directed by the university, which indicates the content and progress of the training, and
f) to give the Host Organisation advance notice of any absence.
g) If taking a part-time study course, then together with the internship contract the Student must submit a copy of the letter of consent from the university to attend the part-time course. Students following a dual degree programme must submit the training contract with the host company.

Section 3
Costs, Remuneration

(1) The Host Organisation may not assert any claims for costs incurred in the performance of this contract. This shall not apply to losses covered by any indemnity insurance of the Student under Section 7 (2).

(2) The Student shall receive a monthly training payment of ________________.

Section 4
Training Mentor

The Host Organisation appoints
Mr./Mrs.1 ________________________________ (name, position, phone, fax, e-mail)
as Training Mentor for the training of the Student. The Training Mentor is also the point of contact for the Student and for the university in all matters relating to this contract.

Section 5
Holidays, Interruptions in Training

(1) The Student is not entitled to a recreational holiday during the period of the contract.

(2) Any interruptions must as a general rule be made up. Provided the training objective is not adversely affected, interruptions need not be made up if the Student is not responsible for them and the days that are lost as a result of the interruption do not total more than five working days per internship semester. If the interruptions cover more than five working days, then all of the lost working days must be made up. If the Student is required to attend a military exercise, the lost days need not be made up provided no more than ten working days are lost as a result. The Student must show that he/she is not responsible for the interruption.

Section 6
Termination of the Contract

(1) Subject to prior consultation with the university, either contract party may give unilateral written notice to the other contract party to terminate the training contract either
a) with immediate effect for a serious cause, or
b) with two weeks’ notice if the training objective is abandoned or changed.

(2) The university must be advised immediately and in writing by the cancelling party.
Section 7
Insurance Cover

(1) During the internship semester in Germany the Student is insured against accidents by statute (Section 2 (1) No. 1 of the Seventh Book of the Social Security Code - SGB VII). In the event of a claim the Host Organisation must provide the university with a copy of the accident report form.

(2) If requested by the Host Organisation, the Student must take out third-party liability insurance covering the duration and content of the training contract.²

(3) For internship semesters abroad, Students must arrange their own adequate sickness, accident and third-party liability insurance cover.

Section 8
Validity of the Contract

The validity of the contract is subject to the prior consent of the university. This consent must be obtained by the Student.

Section 9
Contract Copies

This contract is issued and signed in three copies. Each contract partner receives one copy, the Student must pass the third copy to the university without delay.

Section 10
Other Agreements³

☐ According to Section 2(2) of the General Examination Regulations (APO) the internship semester will be taken in part-time format (please refer to the requirements of Section 2 Paras. 1f and 2g)

☐ because the Student is taking a dual degree programme
In this case the Host Organisation must confirm that there is a valid training contract with the Student and that there is a contract between the Host Organisation and the university on the provision of a dual degree course.

☐ because the internship is being spent abroad
In this case the foreign internship host must confirm that the full period of the placement covered by scope of the provisions of Section 1(3) comprises more than 20 weeks.

Place, date: _________________________________
Place, date: _________________________________

Host Organisation (Signature, Company Stamp) _________________________________
Student (Signature) _________________________________

Consent of the university (not required for recognised training companies on the Internet file):

Place, date: _________________________________

OTH Regensburg (Signature) _________________________________

¹ Delete as applicable.
² Does not apply where the third-party risk is already covered by a group insurance policy taken out by the Host Organisation.
³ Arrangements for reimbursing expenses such as liability insurance premiums, travel costs etc. can be agreed in this section.