

**Internship/Placement Contract
(not applicable for cooperative studies)**

The following Internship/Placement Contract has been concluded

between (place of internship)

represented by Ms/Mr

and

Ms/Mr(intern)

legally represented by²

.....

and governs the implementation of the practical semester/general work placement

forming part of the bachelor's/master's programme:

at Institute of Technology,

subject to the intern obtaining the consent of the higher education institute
from whom such consent is to be sought:

Section 1 Legal relationship

(1) Ms/Mr

.....

shall be employed as an intern

from to

(2) Internships undertaken by students during their practical semester/general work placement conform to the valid higher education regulations governing practical semesters at universities of applied sciences in Bavaria.

(3) No vocational training relationship shall be constituted within the meaning of the Vocational Training Act (*Berufsbildungsgesetz* [BBiG]) in its amended form of 4 May 2020 and as amended from time to time, nor shall any employment relationship be formed.

(4) Internship involving students in their practical semester/general work placement concern a mandatory practical of a fixed duration to be undertaken in the course of their studies as prescribed under higher education law.

¹ This template is only to be used for internship/placement contracts relating to interns undergoing their practical semester/general work placement.

² To the extent that the intern is still a minor.

Section 2 Internship objective

The internship objective is defined in the valid regulations governing the practical semester at the universities of applied sciences in Bavaria as well as the applicable training regulations / study and examination regulations.

Section 3 Internship report

- (1) Interns are required to document their learning and training outcomes in a substantive internship report (to be assessed by the respective academic supervisor); where applicable, in conjunction with the higher education institution's guidelines.
- (2) The internship report is to be countersigned by a representative of the place of internship.

Section 4 Probationary period

This Contract shall commence with a probationary period. This period lasts for one month.

Section 5 Weekly hours during the internship

The working hours for interns are usually equivalent to the standard regular working hours of tariff employees at the place of internship; having regard to the Young Persons Protection of Employment Act, where applicable.

Section 6 Obligations of the place of internship

1The place of internship is obliged to ensure that interns can access and learn the information, knowledge, skills and experience required to meet their internship objective.

²Said undertaking especially applies with respect to

1. providing training and technical guidance to the intern during the time specified in Section 1 (1) of this Contract in compliance with the enclosed Internship Plan and the further provisions defined in Section 2. In doing so, the intern shall, in particular, experience the following departments/areas of work:

.....
.....
.....

2. enabling the intern to participate in practical-based classes/lectures and to sit examinations; the intern shall be required to make up for this missed time, however; further details on these matters are outlined in the relevant study and examination regulations and/or the corresponding module handbook;
3. reviewing and signing off on the report to be written by the intern;
and
4. designating a suitably-qualified coordinator for the internship/placement (internship coordinator).

³The place of internship has designated the following person to be its internship coordinator:

Ms/Mr

.....
.....

(Full name, occupation, phone no., e-mail)

⁴The internship coordinator shall act as the liaison officer between the intern and the higher education institute on all technical matters concerning the internship/placement.

⁵In the event of a work-related accident, the place of internship shall also make a copy of the accident report available to the higher education institution.

Section 7 Interns' obligations

Interns are obliged to

1. participate in their internship conscientiously,
2. follow instructions;
3. take part in any required training measures defined in the internship plan;
4. comply with applicable regulations at the place of internship;
5. handle materials, equipment and other infrastructure with adequate care;
6. adhere to the same regulations governing confidentiality and the acceptance of gratuities or gifts that apply to tariff employees working in equivalent positions at the place of internship;

7. immediately notify the place of internship of any necessary absence from their internship. The reason for this absence needs to be detailed, and a medical certificate needs to be submitted from the third day of absence due to illness onwards.

Section 8 Remuneration for interns

- (1) The internship/placement incorporated into the practical semester in accordance with the relevant study and examination regulations is a compulsory internship within the meaning of Section 22 (1) Sentence 2 No. 1 of Germany's Minimum Wage Act (*Mindestlohngesetz* [MiLoG]).
- (2) Interns receive a monthly remuneration of EUR..... .
- (3) ¹The remuneration shall be paid on the last day of the month (day of payment) for the ongoing calendar month via bank transfer to a bank account held in a member state of the European Union to be specified by the intern. ²Where the day of payment falls on a Saturday or a bank holiday, the preceding working day shall apply; should it fall on a Sunday, the day of payment shall be two working days prior (this only applies for contracts concluded with public-sector host companies that are subject to collective bargaining agreement for public service employees in the federal states).
- (4) Part-time employees shall receive a level of remuneration commensurate with the proportion of their individually agreed average working time to the regular working time of comparable full-time employees.
- (5) ¹For the purpose of calculating daily pay, a month is considered to have 30 days. ²Missing a full day of the internship – for whichever reason (e.g. incapacity to work due to illness/holiday time) – may therefore result in the monthly remuneration being reduced by 1/30

Section 9 Holidays/Interruptions

- (1) Throughout the term of this Contract, as defined under Section 1(1), the student shall not be owed holiday leave.

¹Lost time due to interruptions is to be recouped in every instance.

²Provided that the aim of the internship/placement is not compromised, the requirement to recoup lost time may be waived where the interruption is beyond the intern's control and on condition that typically no more than a total of five working days are lost during the practical semester. ³Where interruptions

exceed five working days, the internship coordinator at the higher education institute shall determine whether, and on what scale, the lost days are to be recouped. ⁴The intern shall be required to prove that the interruption was beyond their control.

Section 10 End of the internship contract

- (1) The internship ends automatically on the date noted above in Section 1 (1). There is no need to terminate the contract.
- (2) Further to a hearing being held before the higher education institute, this internship contract may be terminated prematurely
 - 1. without notice, for cause or
 - 2. with two weeks' notice, should the internship objective be abandoned or amended.
- (3) Any such termination must be made in writing.
- (4) The intern shall notify the higher education institute in writing without delay should the internship/placement end prematurely.
- (5) Completing the internship does not legally entitle interns to an employment relationship at their former place of internship.

Section 11 Reference

At the end of the internship, the place of internship is required to provide a confirmation of internship to cover the successful completion of the internship/placement based on the respective requirements underlying the internship objective and also indicating the period of time during which the internship/placement was completed, along with any lost time that was not recouped.

Section 12 Additional agreements

The following additional agreements have been made:

.....
.....

Section 13 Cut-off period and disputes

- (1) ¹Entitlements or claims resulting from the internship shall expire unless they are claimed by the intern or the legal representative of the internship organisation in text form with a cut-off period of three

months after they have become due. ²The cut-off period shall not apply to claims or entitlements resulting from a wilful breach of contract or intentional tort. ³With regard to subsequent identical entitlements, it is sufficient to establish a claim to the entitlement once only, also for entitlements with a later due date.

- (2) An attempt should be made to settle any disputes arising from the internship privately before pursuing legal action.

.....
(Place, date)

.....
(Signature representative of the place of internship)

.....
(Place, date)

.....
(Signature intern)

Any further editing/processing by the internship/ placement coordinator at the higher education institute shall occur electronically. The applicant and the point of contact at the place of internship are to be notified by e-mail of the outcome.
