

Sample internship contract for the practical study semester

Internship Contract

For the purpose of completing an internship semester
during the winter / summer semester 20_____

(strike out where not applicable)

..... (training company)

and

..... (name/surname)

agree on the following contract, subject to agreement by the university (to be obtained by the student intern), for the purpose of completing an internship semester as part of the Bachelor's degree programme at **Ostbayerische Technische Hochschule Regensburg**.

§ 1 General

- (1) A practical training semester is a semester of study integrated into the degree programme. It is regulated by the university with regard to content and it is supervised, prepared and accompanied by classes. It is usually completed in a company or in another institution of professional practice outside the university. The internship does not constitute a vocational education and training (VET) programme in accordance with the German Vocational Training Act (BbIG) of 4 May 2020 in its current version, nor does it constitute an employment relationship.
- (2) During the practical training semester, the students shall remain enrolled at the university, with all rights and duties arising therefrom (Art. 19 Para. 1 Sentence 1 BayHIG).
- (3) The practical training semester is subject to the regulations issued by the Bavarian State Ministry of Science and Art, as well as those of the university. In particular these are
 - a) the provisions applicable to completing practical study semesters at the state universities of applied sciences in Bavaria, announcement of the Bavarian State Ministry of Science and Art of 24 January 2023, ref. no. H.3-H3432.4.0/9/40 in BayMBl. 2023 No. 60 of 8 February 2023,
 - b) the General Examination Regulations (APO) of the OTH Regensburg,
 - c) the study and examination regulations for the degree programme issued by the university and the training plan issued by the relevant faculty.

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§ 2 Contractual duties

- (1) The training company is obliged
 - a) to train and supervise the intern from _____ to _____ (= _____ weeks) for the duration of the practical semester of the degree programme, in accordance with the attached training plan and the further provisions mentioned under § 1. In particular, the intern will pass through the following departments/areas of work (add if necessary):

 - b) to enable the intern to attend the classes accompanying the practical training and to participate in examinations,
 - c) to review and sign off on the report to be prepared by the intern,
 - d) to issue in due time a certificate about the successful completion of the practical training (according to the respective requirements for meeting the educational goal of the training) and stating the period of practice completed and any periods of absence; and
 - e) to appoint a training supervisor for the student.
- (2) The intern is obliged
 - a) to take advantage of the training opportunities offered and, in doing so, to observe the daily training time corresponding to the normal working hours of the training place,
 - b) to carry out the tasks assigned according to the training plan with due diligence,
 - c) to comply with instructions of the training company or by any persons entrusted with giving such instructions,
 - d) to observe all valid regulations of the training company, in particular work regulations and accident prevention regulations, as well as the provisions on the duty of confidentiality and on the acceptance of rewards or gifts applicable to the corresponding collective labour agreement of the training company.
 - e) to prepare a report in due time in accordance with the regulations of the university, showing the content and course of the training and
 - f) to inform the training company immediately if the internship cannot be attended, to state the reason for absence and, and in cases of incapacity to work due to illness, to submit a medical certificate after the third day of absence.

§ 3 Costs and Internship remuneration

- (1) The internship that is integrated into the internship semester in accordance with the applicable programme and examination regulations (*Studien- und Prüfungsordnung*) is a compulsory internship as stipulated in Section 22 (1) sentence 2 no. 1) of the Act Regulating a General Minimum Wage (MiLoG).
- (2) This contract shall not substantiate any claim for reimbursement of costs arising from fulfilling this contract on the part of the training company. This does not apply to cases of damage that fall within the scope of any liability insurance of the student according to § 7 Para. 2.

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- (3) Interns shall receive a monthly remuneration of EUR from the training company.
- (4) Remuneration will be paid on the last day of the month (payday) for the current calendar month; it will be paid to the bank account indicated by the intern, provided that the bank is located in a European Union member state. If the payday is on a Saturday or a public holiday during the week, then payday is moved to the working day before the original payday; if the payday is on a Sunday, then the payday is moved to the working day two days before the original payday. (This only applies to public internship institutions that are subject to the *Tarifvertrag für den öffentlichen Dienst der Länder* (collective labour agreement for the public service sector of the German federal states) – TV-L).
- (5) Part-time interns receive a percentage of the remuneration corresponding to the percentage of the working time of a full-time employee.
- (6) For the purpose of calculating daily pay, a month is considered to have 30 days. Missing a full day of the internship (for whatever reason, including absence due to illness and leave of absence) may therefore result in the monthly remuneration being reduced by 1/30.

§ 4 Training supervisor

The training company appoints the following training supervisor

Ms/Mr.....

(Name, job title, telephone number, email address)

The training supervisor acts as a contact person for the intern and the university on all academic issues concerning the internship.

§ 5 Leave/interruptions

- (1) The student intern has no right to paid leave during the contract duration.
- (2) As a rule, interruptions of the internship must be made up for. If the internship objectives are not affected, the student may be exempted from making up for the times of absence, if the reasons for the absence were beyond the student's control and if the times of absence during the internship semester do not amount to more than five working days. Absences of more than five days must be made up for. The student must prove that he/she is not responsible for the interruption.

§ 6 End of the internship

- (1) The internship ends automatically on the date noted above in Section 2 (1). There is no need to terminate the contract.
- (2) The internship contract may be terminated prematurely by unilateral written declaration to the other contracting party after prior consultation with the university.
 - a) without observing a period of notice for a compelling reason or
 - b) with two weeks' notice if the internship objectives are abandoned or changed.
- (3) The student intern must inform the university immediately and in writing in this case.

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- (4) Completing the internship does not legally entitle interns to an employment relationship with the former internship provider.

§ 7 Insurance protection

- (1) In the event of an occupational accident occurring during the practical study semester, students are insured by law through the accident insurance provider responsible for the company/authority (§ 2 Para. 1 No. 1 SGB VII).
- (2) At the request of the training institution, the student shall also take out liability insurance appropriate to the duration and content of the training contract.
- (3) If the practical study semester is completed abroad, the student is only insured through the accident insurance provider of the training institution if the occupational accident occurred while the student was posted abroad (“Entsendung”). This means that the employment relationship was established in Germany and the student is only temporarily working for the company abroad (§ 2 Para. 1 No. 1 SGB VII in conjunction with § 4 Para. 1 SGB IV). It does not matter whether the assignment is to a foreign branch of a German company or to a foreign construction or assembly site.
- (4) If the practical semester is completed at a foreign company or at a foreign branch of a German company, without an employment relationship having been established in Germany, there is no statutory accident insurance protection according to German law. The student himself/herself must ensure appropriate accident insurance protection.

§ 8 Validity of the contract

The validity of this contract requires the prior consent of the university. The consent must be obtained by the student.

§ 9 Contract execution

This contract shall be drawn up and signed in triplicate. Each contract partner receives one copy, whereas the third copy must be immediately sent to the university by the student.

§ 10 Cut-offs periods and disputes

- (1) Entitlements resulting from the internship shall expire unless they are claimed in writing by the intern or by the legal representative of the training company within a cut-off period of three months after they have become due. The cut-off period does not apply to claims resulting from intentional breach of contract or from intentional unlawful acts. With regard to subsequent identical entitlements arising from one state of affairs, 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 privately before considering legal action.

§ 11 Additional agreements

The following additional agreements have been made:

