

Training Contract for the Semester Placement

To implement the semester placement in the bachelors/masters degree¹⁾

– thereafter referred to as degree program –

at Technische Hochschule Nürnberg Georg Simon Ohm

– thereafter referred to as the university –

the following training contract is entered into between

TH Nürnberg ID-No.: _____

(Company, office, facility)

(Address, telephone, fax, e-mail, Homepage)

– thereafter referred to as training institute –

and the student

(Surname and first name)

Date of birth _____ in _____ Matriculation Nr. _____

resident in _____

Phone no./e-mail: _____

– thereafter referred to as the student –

§ 1 Preface

- (1) A semester placement is a supervised and prepared study semester with courses. It is integrated in the degree and the contents are determined, controlled and accompanied by the university. Normally the placement is taken in a company or another facility of relevant professional experience outside the university.
- (2) The placement that is integrated into the semester placement according to the Study and Examination Regulations for the degree program named above is an compulsory placement as defined by §22, Para. 1, Nr. 1 of the Minimum Wage Act (*Mindestlohngesetz* - MiLoG). This does not apply, if the placement semester is completed as part of the admission requirements for a master's degree program.
- (3) During the semester placement the students shall remain members of the university with all rights and obligations arising therefrom.
- (4) For the semester placement the provisions provided by the Bavarian State Ministry of Education, Sciences and the Arts as well as those by the university shall apply in their relevant version. In particular this shall be
 1. the general exam regulations for universities in Bavaria (RaPO) from 17th October 2001,
 2. the regulations regarding the execution of the semester placement at state-run universities of applied sciences in Bavaria from 20th August 2007,
 3. the general examination regulations of Technische Hochschule Nürnberg Georg Simon Ohm (APO) – from 23th July 2018.
 4. the study and examination regulations issued by the university for the degree program and the training program issued by the respective Faculty of the university (see appendix).

§ 2
Obligations of the Contractual Partners

(1) The training institute shall be obliged

1. to train and professionally supervise the student in the period from _____ to _____
(= _____ weeks) for the semester placement of the degree program in correspondence with the annexed training program and the regulations named in section 1, the student will, in particular, gain experience in the following departments/areas ¹⁾:

2. to enable the student to take part in the courses and exams accompanying the placement,
3. to control and validate the report to be drawn up by the student,
4. to issue a certificate in due time which will refer to the respective requirements of the educational goal and the success of the training, as well as the period of the served placement and which will show possible absence from the placement and
5. to name a training agent.

(2) The student shall be obliged,

1. to avail oneself of the opportunity provided by the traineeship and to adhere to the daily training period which shall be in accordance with the usual working hours of the training institute,
2. to diligently carry out the assigned tasks within the framework of the training program,
3. to follow the directives required by the training institute and of the persons instructed therefrom,
4. to observe the valid rules for the training institute, especially work rules and regulations for the prevention of accidents as well as rules regarding confidentiality or professional discretion,
5. to draw up a report in due time in accordance with the provisions by the university, in which the content and course of the training is made apparent, and
6. to promptly inform the training institute of his/her absence.

§ 3
Entitlement to Costs and Remunerations

(1) This contract does not justify a claim for the training institute for the reimbursement of costs which arise during the performance of the contract. This shall not apply in the case of damages which may affect a possible personal liability insurance of the student in accordance with section 7 para. 2.

(2) The student shall receive a monthly training pay of _____ EURO.

§ 4
Training Agent

The training institute shall name

Mr/Ms¹⁾ _____

(Name, job title, telephone, fax, e-mail)

as training agent for the training of the student. The training agent shall also be contact person for the student and for the university concerning all questions which are connected with this contractual relationship.

§ 5
Holiday/Interruption of the Training

(1) The student is not be entitled to a holiday during the contractual period.

(2) Interruptions shall generally be made up for. If the educational goal was not affected, the making up for can be refrained from when it was not the student's responsibility and if the interruption during a semester placement did not amount to more than five working days overall. If the interruptions were for more than five working days, the absent working days are to be made up for overall. In the case of military exercise, the time shall not be made up for if the exercise does not take longer than ten working days. The student shall have to prove that he/she was not responsible for the interruption.

§ 6
Cancellation of the Contract

(1) The training contract can be prematurely terminated by a one-sided written statement vis-à-vis the other contractual partner

1. for an important reason with immediate effect and/or without notice,
2. in the case of giving up or changing the educational goal with a notice period of two weeks.

(2) the university shall be immediately informed in writing by the terminating party.

**§ 7
Insurance Coverage**

- (1) The student shall be insured against accidents during the semester placement within the domestic territory by act of law (section 2 para. 1 no. 1 of the seventh book of the Social Security Code – SGB VII). In the case that an insurance-relevant event occurs, the training institute shall also pass on a copy of the notice of the accident to the university.
- (2) If the training institute requires the student to take out liability insurance²⁾, it shall be adjusted according to the duration and the content of the training contract.
- (3) For semester placements abroad the student shall care himself/herself for sufficient health/accident/third party insurance coverage.

**§ 8
Validity of the Contract**

The previous agreement of the university is required for this contract to be valid. The agreement shall be obtained by the student.

**§ 9
Copies of the Contract**

This contract is issued and signed in triplicate. Each contractual partner shall receive a copy, the third copy shall be sent to the university by the student without delay.

**§ 10
Other Agreements ³⁾**

Place, date: _____ Place, date: _____

Training institute: _____ Student: _____

Signature, company's stamp

Signature

The university agrees to the internship/placement at the training institute named above.

The length of the compulsory placement of the student is in accord with the stipulations in the Study and Examination Regulations of the respective degree program or according to an individual arrangement for the student.

Place, date _____

Signature of a member of the Student Office (only if the training institute is already approved for the degree program) or of the Academic Internship/Placement Coordinator for the Faculty

1) Please strike through as applicable.

2) Not applicable, as long as the liability risk is already covered by a group insurance policy taken out by the training institute.

3) This is where, for example, agreements regarding the refund of special expenditures (e.g., liability insurance premiums, travel costs) can be entered.