

Placement/Internship Contract for the Practical Semester

To complete the practical semester in the bachelor/master programme*

– hereafter referred to as degree programme –

at the Technische Hochschule Nürnberg Georg Simon Ohm

– hereafter referred to as the university –

hereby enters into an agreement between

_____ TH Nürnberg ID no.: _____

(Company, official authority, institution)

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

– hereafter referred to as training institute –

and the student _____

(Family name, given name)

Born on _____ in _____ student ID no. (Matrikelnummer): _____

resident at _____

Tel / email: _____

– hereafter referred to as the student.

The training institute and the student agree to the following training contract:

§ 1 General

- (1) A semester placement is study semester that covers specific content and is completed in conjunction with related coursework. It is integrated in the degree curriculum and the contents are determined, controlled, and supervised by the university. Normally the placement is completed in a company or another institution of relevant professional practice outside of the university.
- (2) The placement/internship that is integrated into the semester according to the study and examination regulations for the degree programme named above is a compulsory placement as defined by §22 (1) s. 2 No. 1 of the Minimum Wage Act (*Mindestlohngesetz - MiLoG*).
- (3) During the practical semester the students shall remain members of the university with all rights and obligations thereof.
- (4) The provisions and regulations from the Bavarian State Ministry of Science and the Arts as well as those from the university shall apply in their current, effective version for the semester placement.

In particular,

1. the State Examination Regulations (*Rahmenprüfungsordnung - RaPO*) for universities of applied sciences in Bavaria from 17 October 2001, as amended,
2. the stipulations regulating semester placements at state universities of applied sciences in Bavaria from 20 August 2007,
3. the General Examination Regulations (APO) of the Technische Hochschule Nürnberg Georg Simon Ohm from 23 July 2018,
4. the study and examination regulations issued by the university for the degree programme and the training programme issued by the responsible Faculty (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 practical semester of the degree programme corresponding to the appended training programme and the regulations listed in §1, the student will, in particular, gain experience in the following departments/areas`:

2. to enable the student to take part in the coursework and exams accompanying the placement/internship,
3. to control and validate the report that will be written by the student,
4. to issue a confirmation in due time that will refer to the respective requirements of the placement/internship learning objectives, an assessment of the success of the placement/internship, the time period of the placement/internship, and any eventual absences, and
5. to name an individual responsible for the placement/internship (placement agent).

(2) The student shall be obliged,

1. to avail oneself of the opportunity provided by the placement/internship and to adhere to the usual working hours of the training institute,
2. to diligently carry out the assigned tasks within the framework of the training programme,
3. to observe the directives of the training institute and of the persons authorized by the training institute,
4. to observe the valid rules of the training institute, especially work rules and regulations for the prevention of accidents as well as rules regarding confidentiality or professional discretion,
5. to write a report in due time in accordance with the specifications made by the university, in which the content and course of the training is made apparent, and
6. to promptly inform the training institute of their absence.

§ 3
Entitlement to Costs and Remuneration

(1) This contract does not justify a claim by the training institute for the reimbursement of costs that arise during the performance of the contract. This shall not apply in the case of damages that are covered under any personal liability insurance of the student in accordance with §7 (2).

(2) The student shall receive a monthly remuneration of _____ euros.

§ 4
Placement Agent

The training institute names

Ms/Mr* _____

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

to be the placement agent for the placement/internship of the student. The placement agent shall also be the contact person for the student and the university for all questions associated with this contractual relationship.

§ 5
Holiday/Interruption of the Placement/Internship

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

(2) The student must compensate for any missed time during the contractual period. If the placement goals were not affected, compensation for lost time can be dispensed with, if the lost time was not due to causes under the purview of the student and if the lost time did not amount to more than five working days. If the lost time does amount to more than five working days, the placement advisor of the university decides if and to what extent the student must compensate for the missed time. In the case of military exercises, the compensation for lost time can be dispensed with, if the exercises have not lasted longer than ten days. The student must provide proof or documentation that they were not responsible for any missed time.

§ 6
Termination of the Contract

(1) The placement contract can be prematurely terminated after a university hearing by a unilateral written statement to the other contractual partner

1. for an important reason with immediate effect and/or without notice,
2. in the case of abandoning or changing the placement goals with a notice period of two weeks.

A. Härtel (4.SB)

(2) The university shall be immediately informed in writing by the party that initiated the termination of the contract.

**§ 7
Insurance Coverage**

- (1) The student is insured against accidents during the practical semester within the domestic territory by act of law (§ 2 (1) No. 1 of the seventh book of the Social Welfare Code – SGB VII). In the case that an insurance-related event occurs, the training institute shall provide the university a copy of the notice of the accident.
- (2) If the training institute requires the student to hold liability insurance specifically pertaining to the period and content of the placement contract, the student shall secure such a liability insurance. **
- (3) For practical semester abroad, the student bears the responsibility to secure adequate health, accident, an liability insurance coverage.

**8
Validity of the Contract**

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

**§ 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. The university will accept a digital copy of the contract in lieu of the designated paper copy, if it is sent directly from the training institute or from the university email account of the student to studienbuero@th-nuernberg.de.

**§ 10
Other Agreements *****

City, Date: _____	City, Date: _____
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Training institute: _____	Student: _____
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_____ Signature, company seal/stamp	_____ Signature
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The university agrees to the placement/internship at the training institute named above.

The duration of the student's required placement/internship is in accord with the stipulations in the study and examination regulations for the respective degree programme or according to an individualized agreement for the student.

City, Date _____

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

* Please strike through as applicable.
 ** Not applicable, if liability risk is already covered by a group insurance policy taken out by the training institute.
 *** This is where, for example, agreements regarding the refund of special expenditures (e.g., liability insurance premiums, travel costs, etc.) can be entered.