

Training Contract for the semester placement/basic placement¹⁾

To implement the semester placement/basic placement¹⁾

in the bachelors/Diplom/masters degree¹⁾ _____

– thereafter referred to as degree course –

at Georg Simon Ohm University of Applied Sciences – Nuremberg (Hochschule für angewandte Wissenschaften)

– thereafter referred to as university –

the following training contract is entered into between

_____ Company no.: _____
(Company, office, facility)

_____ (Address, telephone, fax, e-mail, www/)

– thereafter referred to as training institute –

and the student¹⁾ _____
(Surname and first name)

Date of birth _____ in _____ Matrikel no. _____

resident in _____

Phone no./e-mail: _____

– thereafter referred to as student¹⁾ –

:

§ 1 Preface

(1) A placement semester 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.

or¹⁾

A basic 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. The basic placement shall not be taken during the lecture period.

(2) During the semester placement/basic placement¹⁾ the students shall remain members of the university with all rights and obligations arising therefrom.

(3) For the semester placement/basic placement¹⁾ the provisions provided by the Bavarian Ministry for Sciences, Research and Art 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 regulation of Georg Simon Ohm University of Applied Sciences Nuremberg (APO) – from 19th October 2007,
4. the rules on the semester placement at Georg Simon Ohm University of Applied Sciences – Nuremberg (rules on semester placement – PraSa) from 19th October 2007
5. the study and examination regulations issued by the university for the degree course 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 student¹⁾ in the period from _____ to _____ (= _____ weeks) for the semester placement/basic placement¹⁾ of the degree course in correspondence with the annexed training program and the regulations named in section 1, the student will in particular pass through the following departments/areas ¹⁾:

 2. to enable the ¹⁾ 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 ¹⁾ 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 student¹⁾ shall be obliged,
1. to appreciate the offered 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 the professional discretion,
 5. to draw up a report in due time in accordance with the provisions by the university, from which the content and course of the training becomes apparent and
 6. to instantly inform the training institute of his/her¹⁾ 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 ¹⁾ student in accordance with section 7 para. 2.
- (2) The¹⁾ student shall receive a monthly training pay of _____ EURO.

§ 4
Training Agent¹⁾

The training institute shall name

Mr/Mrs/Ms _____
(Name, job title, telephone, fax, e-mail)

as training agent¹⁾ for the training of the student¹⁾. The¹⁾ training agent shall also be contact person of the ¹⁾ student and of the university concerning all questions which are connected with this contractual relationship.

§ 5
Holiday/Interruption of the Training

- (1) The student¹⁾ 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's¹⁾ responsibility and if the interruption during a semester placement/basic placement¹⁾ 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. The¹⁾ student shall have to prove that he/she¹⁾ 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 without subject to a term,
 2. in the case of giving up or changing the educational goal with a term of two weeks.

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

**§ 7
Insurance Cover**

- (1) The¹⁾ student shall be insured against accidents during the semester placement/basic placement¹⁾ 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 of an occurrence of an event insured, 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 student¹⁾ to take out a liability insurance²⁾ it shall be adjusted according to the duration and the content of the training contract.
- (3) For semester placements abroad the ¹⁾ student shall care himself/herself for sufficient health/accident/third party insurance cover.

**§ 8
Effectiveness of the Contract**

The effectiveness of the contract requires the previous agreement of the university. The agreement shall be obtained by the student¹⁾.

**§ 9
Copies of the Contract**

This contract is issued and signed in triplicate. Every contractual partner shall receive a copy, the third issue shall be instantly sent to the university by the ¹⁾ student.

**§ 10
Other Agreements³⁾**

Place, date: _____

Place, date: _____

Training institute:

Student¹⁾:

Signature, company's stamp

Signature

Agreement of the university:

Place, date: _____

University:

Signature

- 1) Please delete 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.