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Bestimmungen zum Vollzug der praktischen Studiensemester an den staatlichen Hochschulen für angewandte Wissenschaften in Bayern

Bekanntmachung des Bayerischen Staatsministeriums für Wissenschaft und Kunst v. 24. Januar 2023, Az. H.3-H3432.4.0/9/40

Appendix

Internship Contract¹ (does not apply to cooperative studies)

.....(place of internship)

represented by Ms/Mrand

Ms/Mr (intern),

legally represented by²

.....
 agree on the following contract, subject to agreement by the university, which must be obtained by the student intern, for the implementation of the internship semester / formative internship in the Bachelor's/Master's degree programme at university of applied sciences:

Section 1 Legal relationship

- (1) Ms/Mr is employed as an intern from to
- (2) Student internships in the internship semester or the formative internship are governed by the legal regulations concerning internship semesters at universities of applied sciences in Bavaria.
- (3) 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.
- (4) The internship in the internship semester or formative internship is a compulsory internship pursuant to a legal regulation concerning universities for the duration of the internship as determined in the respective degree programme regulations.

¹This contract template must be used only for contracts for internships in the internship semester or for formative internships.

²If the intern is not yet of age.

Section 2 Internship objective

The objective of the internship is based on the legal regulations concerning internship semesters at universities of applied sciences and the applicable internship regulations as well as programme and examination regulations (*Studien- und Prüfungsordnungen*).

Section 3 Internship report

- (1) ¹Interns are required to document their expected learning and training outcomes in a substantial internship report (this report constitutes an examination achievement to be assessed). ²There may be specific requirements for this report determined by university regulations.
- (2) The internship report needs to be countersigned by a representative of the place of internship.

Section 4 Probationary period

The internship begins with a probationary period. This period lasts for one month.

Section 5 Weekly working hours during the internship

¹The attendance hours for interns are usually equivalent to the standard regular weekly working hours of tariff employees at the place of internship. ²Working hours may differ in accordance with legal regulations on employment conditions for under-age employees.

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 or experience required to meet their internship objective.

²In particular it is obliged to

- 1. train and supervise the intern during the period agreed in Section 1 (1) of this contract and in accordance with the appended internship plan as well as the further provisions pursuant to Section 2. In particular, the student intern shall work in the following departments/fields:

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

2. enable the student intern to take part in the courses that accompany the internship and in examinations; working times missed for courses and examinations must however be made up; details are regulated in the respective programme and examination regulations or in the module handbook.
3. examine and sign the student's internship report.

and
4. appoint a specialist representative for the internship (internship representative).

³The internship organisation appoints the following as internship representative:

Ms/Mr

.....
.....

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

⁴The internship representative liaises with the intern and the university on all academic issues concerning the internship.

⁵In case of an occupational accident during the internship, the internship company/institution will submit an extra copy of the notice of accident to the university.

Section 7 Intern's obligations

Interns are obliged to

1. participate in their internship conscientiously,
2. follow instructions,
3. participate in the training courses determined in the internship schedule,
4. comply with applicable regulations at the place of internship,
5. handle materials, equipment and other facilities with adequate care,
6. comply with the same regulations governing confidentiality and the acceptance of gratification 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 after the third day of absence due to illness.

Section 8 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) Interns receive a monthly remuneration of
EUR per month.
- (3) ¹Remuneration will be paid on the last day of the month (payday) for the current calendar month; it will be paid onto an account within a European Union member state designated by the intern. ²If the payday is on a Saturday or a public holiday during the week, the payday is moved to the working day (*Werktag*) before the original payday; if the payday is a Sunday, the payday is moved to the working day (*Werktag*) 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 bargaining agreement for the public service of the *Länder* - federal states – *TV-L*).
- (4) Part-time employees receive a percentage of the remuneration corresponding to the percentage of the working time of a full-time employee that they have agreed to work.
- (5) ¹For the purpose of calculating daily pay, a month is considered to have 30 days. ²Missing 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.

Section 9 Leave/interruptions

- (1) The student intern has no right to paid leave during the contract duration pursuant to Section 1 (1).
- (2) ¹If the internship is interrupted, the working time must generally be made up. ²If 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.

³If the interruptions amount to more than five working days, the university internship officer decides whether and to what extent the time needs to be made up. ⁴The student intern shall provide proof that the reasons for their times of absence were beyond their control.

Section 10 End of the internship

- (1) ¹The internship ends automatically on the date noted above in Section 1 (1). ²There is no need to terminate the contract.
- (2) ¹The internship can be ended early
 - 1. without observing a period of notice for a compelling reason or
 - 2. with a period of notice of two weeks if the internship objectives are abandoned or changed.²The university must be heard before the internship can be terminated.
- (3) Any such termination must be made in writing.
- (4) The student intern must inform the university immediately and in writing in this case.
- (5) Completing the internship does not legally entitle interns to an employment relationship at their former place of internship.

Section 11 Certificate

At the end of the internship, a certificate must be provided that gives details on the success of the internship with respect to the requirements of the internship objective, on the duration of the internship and, if necessary, on any times of absence that were not made up.

Section 12 Additional agreements

The following additional agreements have been made:

.....

.....

Section 13 Cut-off periods and disputes

- (1) ¹Entitlements resulting from the internship shall expire unless they are claimed by the intern or the legal representative of the internship organisation in text form within a cut-off period of three months after they have become due. ²The cut-off period does not apply to claims resulting from intentional breach of contract or from intentional unlawful acts. ³With 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.

.....

(Place, date)

.....

(Signature for the place of internship)

.....

(Place, date)

.....

(Intern's signature)

Confirmation by the university that the contract is suitable for an internship semester/formative internship:

.....

(Place, date)

.....

(University representative's signature)