

Training Agreement for the work placement semester¹

For accomplishment of a work placement of above-indicated type in the

Bachelor's degree course _____ at

Kempton University of Applied Sciences – hereinafter referred to as “University”,

the following Training Agreement is entered into

between

the company/authority/establishment¹ – hereinafter referred to as “Training Company”

Name:

Address:

Internet website:

and

the student – hereinafter referred to as “Student”

Name / Student ID: _____ / _____

Born on: _____

Address: _____

Phone no. and e-mail: _____

¹ Please delete as appropriate

(1) General terms and provisions

- 1) A work placement semester is an integrated semester of study or work placement respectively, which is controlled and supervised by the University. The contents of the work placement are prescribed by the University, students are prepared by special lectures and also receive complementary lectures during the actual placement. The work placement must be completed outside the University in a company or other institution of the professional job market.
- 2) During the work placement, students remain regular members of the Universities with all rights and duties arising from this.
- 3) The work placement semesters are subject to the rules and regulations issued by the Bavarian Ministry of Education and Culture in their currently applicable versions. These are in particular:
 1. the general exam regulations for Bavarian Universities of Applied Sciences (RaPo) dated 17 October 2001,
 2. the regulations on work placement semesters of the Hochschule Kempten dated 22 October 2007,
 3. the study and examination regulations for the relevant degree course as issued by the University, and the training schedule issued by the relevant faculty at the University.

(2) Contractual duties

- 1) The Training Company undertakes:

1. to offer the placement Student training and professional guidance and supervision according to the training schedule and the other regulations as mentioned in section 1

from _____ to _____ (= _____ weeks)

from _____ to _____ (= _____ weeks)

from _____ to _____ (= _____ weeks)

whereby the student will be employed in the following departments or work areas:

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2. to enable the Student to participate in the complimentary lectures and exams,
 3. to review and sign the placement report written by the student, and to issue a testimonial providing information about Student's achievement of training objectives as well as the training period and absences from work, if any, and do so in a timely manner,
 4. to appoint a training supervisor.

- 2) The Student undertakes:

1. to make good use of the training opportunities offered and to observe the regular working hours valid at the Training Company,
2. to perform with due care all tasks assigned as long as these are in accordance with the training schedule,
3. to observe the orders and instructions by Training Company's supervisors of his work placement,
4. to comply with all regulations valid at the Training Company, above all, work and safety regulations as well as non-disclosure regulations and industrial espionage policies,
5. to write a report within the prescribed period and in accordance with the University's directives which shall provide information about the training's contents and devolution,
6. to notify the Training Company immediately of any absence from work.

(3) Costs incurred and remuneration claims

- 1) This Agreement does not substantiate any claim to compensation of costs arising from accepting the Student for a work placement. The only exception is events of damage or loss which are covered by the Student's personal liability insurance.
- 2) The student will be paid a monthly remuneration or salary of _____ € (if other currency, please indicate).

(4) Placement supervisor

The Training Company appoints Mr/Ms _____, phone no.

_____, e-mail _____

as the Student's supervisor. The supervisor also acts as primary contact person for the student and the University throughout the placement period.

(5) Vacations and other interruptions of the work placement

- 1) The Student is not entitled to vacations during the work placement period.
- 2) If the placement is interrupted for whatever reason, the student has, on principle, the duty to work an according amount of overtime during or after the regular placement period. If the training objective is not affected, the duty to make for the hours missed due to the interruption may be abandoned if the interruption is due to circumstances beyond the Student's control and if the total absence does not exceed five days. If the total interruption period is more than five days, the Student must make up for all days absent. In cases where the Student is called in for a compulsory military exercise of up to ten working days' duration, the duty to work an according amount of overtime will be abandoned. The burden of proof that the interruption of the placement is due to circumstances beyond the Student's control lies with the Student.

(6) Termination or Cancellation of the Agreement

- 1) This Agreement may be terminated or cancelled before its expiry, with prior hearing of the University, by unilateral written declaration to the other partner to this Agreement:
 1. if there is an important reason – without term of notice,
 2. if the training objective is abandoned or altered – with two weeks' term of notice.
- 2) The party terminating or cancelling the Agreement must immediately notify the University in writing.

(7) Insurance Coverage

- 1) While all students of Kempten University of Applied Sciences enjoy statutory accident insurance coverage for work placements in Germany this does not apply for work placements which take place abroad. For placements abroad the student or the placement company has to take care of suitable insurance coverage which is valid throughout the placement term.
- 2) Upon request by the Training Company, the Student must enter into a personal liability insurance adapted to this Training Agreement in terms of contents and duration².
- 3) It is the Student's own responsibility to take care of sufficient health, accident and personal liability insurances throughout his or her work placement abroad.

² This passage is void if liability risk is covered by a collective insurance at the Training Company

(8) Validity of this Agreement

The validity of this Agreement is subject to the University's prior approval. Presenting the Agreement to the University for approval is in the Student's responsibility.

(9) Copies of the Agreement

This agreement is issued in three identical copies. Each partner to the Agreement receives one copy. The Student shall immediately send the three signed copies to the University.

(10) Other provisions³

Place, date: _____

Place, date _____

Training Company:

Student:

(signature)

(signature)

³ You may enter e.g. agreements on remuneration for specific expenditure, e.g. liability insurance premiums, travel expenses etc.

The work placement of the named Student with the named Training Company is herewith approved by the University subject to the Student's passing the required exams.

The compulsory part of the work placement comprises _____ weeks.

The admission requirements for the work placement semester are met.

The admission requirements for the work placement semester are currently not met.

Date and signature of the Professor in charge of work placements:

Important information about the impact of the German Minimum Wage Act (Mindestlohngesetz, MiLoG) on work placements

With the introduction of the German Minimum Wage Act as of 1 January 2015, the remuneration arrangements for work placements have changed, which also affects the handling of placement conditions in companies.

Training agreements without remuneration can only be concluded in case of the following types of work placements:

- mandatory work placements based on education regulations, training regulations, university regulations or within the training with a legally regulated vocational academy,
- (voluntary) work placements with a duration up to three months for career orientation purposes or for admission to higher education,
- (voluntary) work placements with a duration up to three months completed in the course of a vocational or university training programme unless a work
- placement agreement with the same training employer had already existed,
- work placements in the context of entry-level qualifications according to the German Social Security Code (Sozialgesetzbuch, SGB) III section 54 a or a preparatory vocational education according to the German Vocational Training Act (Berufsbildungsgesetz, BBiG) sections 68 – 70.

Please note that interns are only exempted from the scope of application of the German Minimum Wage Act (MiLoG) under the above-mentioned conditions.