

INTERNSHIP CONTRACT (does not apply to the dual study program)

for the practical semester in the

| | | |
|--|--|---------------------------|
| <input type="checkbox"/> Summer semester / | <input type="checkbox"/> Winter semester | Year <input type="text"/> |
|--|--|---------------------------|

between

Company, authority, institution

Address, telephone, e-mail, web

– hereinafter referred to as the internship company – and

Mrs. Mr. Divers Without specification

First name

Name

born on

Birth name

resident in

Telephone

E-Mail

Student of the Hochschule München (Munich University of Applied Sciences), Lothstr. 34, 80335 München, T 089 1265-0

in the study program

Study group

– hereinafter referred to as student –

Internship duration from

Internship duration until

Weeks calculated

Any internship period exceeding the prescribed mandatory period is not part of the practical semester. There is no exemption from compulsory social insurance for this period.

Internship supervisor (at the internship location)

Telephone

Specialist department

E-Mail

Internship remuneration per month in EURO

Intended company departments/work areas for the internship / subsidiary agreements

subject to the approval of the university, which must be obtained by the intern, the **CONTRACT** detailed overleaf is concluded:

Place, date

Internship place signature, company stamp

Student
Signature

The Hochschule München (Munich University of Applied Sciences) agrees to the completion of the practical semester at the above internship location.

Representative of the Munich University of Applied Sciences
for the practical semester, signature

Place, Date

§ 1 General

- (1) The internship relationship of students in the practical semester/basic internship is governed by the applicable university regulations for the practical semester at the universities of applied sciences in Bavaria.
- (2) It is not a vocational training relationship within the meaning of the Vocational Training Act (BBlG) of May 4, 2020, as amended, and is not an employment relationship.
- (3) The internship relationship of students in the practical semester/basic internship is a mandatory internship in accordance with a university law provision within the duration specified by the degree program.
- (4) The contract begins with the probationary period. This is one month.
- (5) Any ancillary agreements are recorded on page 1 of the contract.
- (6) The student must obtain the approval of Munich University of Applied Sciences for the subject-related aspects of the contract before concluding it.

§ 2 Aim of the internship

The aim of the internship is determined by the applicable regulations for the practical semester at the universities of applied sciences in Bavaria and the applicable training, study and examination regulations.

§ 3 Internship report

- (1) The intern must document the learning and training objectives in a substantial internship report (as assessable examination performance), if necessary in conjunction with university regulations.
- (2) The internship report must be countersigned by the internship company.

§ 4 Weekly internship time

In principle, the internship period corresponds to the average regular weekly working hours of the employees of the internship company, taking into account youth employment protection, if applicable.

§ 5 Obligations of the internship company

¹The internship company is obliged to provide the intern with the information, knowledge, skills and experience required to achieve the internship objective. ²In particular, there is an obligation

1. to train and professionally supervise the intern during the period specified on page 1 of this contract in accordance with the attached internship plan and the further provisions specified in § 2. In particular, the intern will pass through the departments and/or work areas specified on page 1 of the contract.
2. to enable the intern to participate in the courses and examinations accompanying the internship; however, the time must be made up; further details are regulated by the respective study and examination regulations or the associated module handbook,
3. to review and sign the report to be prepared by the intern, and
4. appoint a subject-specific representative for the internship (internship representative).

³The internship supervisor is named on page 1. The internship officer is the contact person for the intern and the university for all technical questions relating to the internship. In the event of an accident at work, the internship office shall also send the university a written report.

§ 6 Obligations of the intern

The intern is obliged to

1. to carry out the internship conscientiously,
2. to follow the instructions given,
3. to participate in the training measures specified in the internship plan,
4. observe the regulations applicable to the internship company,
5. to treat materials, equipment and other facilities with care,
6. to observe the provisions on confidentiality and the acceptance of rewards or gifts applicable to the relevant employees of the internship company,
7. to notify the internship company immediately if the internship has to be missed, to state the reason for the absence and, in cases of incapacity to work due to illness, to submit a doctor's certificate after the third day.

§ 7 Internship remuneration

- (1) The internship integrated into the practical semester of study in accordance with the relevant study and examination regulations is a compulsory internship within the meaning of Section 22 (1) sentence 2 no. 1 of the Minimum Wage Act (MiLoG).
- (2) The intern's remuneration is entered on page 1 of this contract.
- (3) ¹The remuneration shall be paid on the last day of the month (payday) for the current calendar month to an account designated by the intern within a member state of the European Union. ²If the payday falls on a Saturday or a public holiday, the previous working day shall apply; if it falls on a Sunday, the second previous working day shall apply as the payday (only applies to contracts with public internship companies that are subject to the TVL).
- (4) Part-time employees shall receive remuneration to the extent that corresponds to the proportion of their individually agreed average working hours to the regular working hours of comparable full-time employees.
- (5) ¹When calculating the remuneration for individual days, the month shall be counted as 30 days. ²For each full training day on which the trainee does not carry out the traineeship - for whatever reason (e.g. incapacity to work due to illness/holiday) - the remuneration may therefore be reduced by 1/30.

§ 8 Vacation/interruptions

- (1) The trainee shall not be entitled to vacation during the term of the contract in accordance with the entries on page 1 of the contract.
- (2) ¹Interruptions must always be made up for. ²If the objective of the internship is not impaired, interruptions may not be made up if the intern is not responsible for them and the days missed during the practical semester due to the interruption generally do not exceed a total of five working days. ³If the interruptions extend to more than five working days, the university's internship coordinator shall decide whether and to what extent the days of absence are to be made up. ⁴The intern must prove that he/she is not responsible for the interruption.

§ 9 Termination of the internship relationship

- (1) The internship relationship shall end at the end of the period stated on page 1 of the contract without the need for termination.
- (2) The internship relationship may be terminated prematurely after prior consultation with the university for good cause without notice or with two weeks' notice if the internship objective is abandoned or changed.
- (3) Termination of the contract must be in writing.
- (4) In the event of premature termination of the internship, the intern must inform the university immediately in writing.
- (5) This contract does not establish a legal entitlement to employment after completion of the internship.

§ 10 Certificate

At the end of the internship, a certificate must be issued that covers the success of the internship in accordance with the respective requirements of the internship objective as well as the period of the internship completed and any absences that have not been made up.

§ 11 Exclusion period and disputes

¹Claims arising from the internship relationship shall lapse if they are not asserted in text form by the intern or the representative of the internship company within a preclusive period of three months after the due date. ²The preclusion period shall not apply to claims arising from intentional breach of contract or intentional tort. ³For the same circumstances, a single assertion of the claim shall also suffice for benefits due at a later date.