

**Internship contract<sup>1</sup> (does not apply to the dual study programme)**

Between ..... (internship company)  
represented by Ms/Mr ..... and  
Ms/Mr ..... (intern)  
legally represented by<sup>2</sup>  
.....

The following internship contract is concluded for the implementation of the practical study semester/basic internship in the Bachelor's/Master's degree programme ..... at the University of Applied Sciences ..... subject to the consent of the university, which is to be obtained by the intern:

**§ 1 Legal relationship**

- (1) Ms/Mr ..... is employed as an intern from ..... to .....
- (2) The internship relationship of students in the practical study semester/basic internship is in accordance with the applicable higher education regulations on the practical study semester at the Universities of Applied Sciences in Bavaria.
- (3) It is not a vocational training relationship within the meaning of the Vocational Training Act (BBiG) of 4 May 2020, as amended, and is not an employment relationship.
- (4) The internship relationship of students in the practical study semester/basic internship is a compulsory internship according to a provision of higher education law within the framework of the duration specified by the degree programme.

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<sup>1</sup> This sample contract is only to be used for internship contracts with interns in the practical study semester / basic internship

<sup>2</sup> As far as the intern is not yet of age.

## **§ 2 Aim of the internship**

The objective of the internship results from the applicable regulations for the practical study semester at the Universities of Applied Sciences in Bavaria and the applicable training as well as study and examination regulations.

## **§ 3 Internship report**

- (1) The intern must document the learning and training objectives in a substantial internship report (as an assessable examination performance), if necessary in connection with higher education requirements.
- (2) The internship report must be accompanied by an overview in which the intern documents the daily attendance at the internship company with the beginning and end (only applies to contracts with public internship companies that are subject to the TVL; otherwise, attendance is to be shown in the certificate in accordance with § 10).
- (3) The internship report must be countersigned by the internship company.

## **§ 4 Probationary period**

The contract begins with the probationary period. It is one month.

## **§ 5 Weekly internship period**

The internship period shall generally correspond to the average regular weekly working hours of the collective bargaining employees of the internship company, taking into account youth employment protection, if applicable.

## **§ 6 Duties of the internship company**

The internship company is obliged to provide the intern with the information, knowledge, skills and experience necessary to achieve the internship objective.

In particular, there is an obligation to,

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

The internship company shall appoint the following as the internship representative

Ms/Mr

.....  
.....

(name, job title, telephone, e-mail)

The internship representative is the contact person for the intern and the university for all technical questions concerning the internship.

### **§ 7 Duties of the intern**

The intern is obliged to,

1. carry out the internship conscientiously,
2. follow the instructions given,
3. participate in the training activities specified in the internship plan,
4. observe the regulations applicable to the internship company,

5. treat materials, equipment and other facilities with care,
6. observe the rules on confidentiality and on the acceptance of rewards or gifts applicable to the relevant collective bargaining employees of the internship company,
7. inform the internship company immediately if the internship has to be missed, to state the reason for absence and to present a medical certificate in cases of incapacity to work due to illness from the third day onwards.

### **§ 8 Internship remuneration**

- (1) The intern shall receive remuneration in the amount of ..... Euros per month.
- (2) <sup>1</sup>Payment allowance shall be made 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. <sup>2</sup>If the payday falls on a Saturday or a weekly holiday, the preceding working day shall be deemed to be the payday; if it falls on a Sunday, the second preceding working day shall be deemed to be the payday (Only applies to contracts with public internship companies that are subject to the TVL).
- (3) Part-time employees shall receive remuneration to the extent corresponding to the proportion of their individually agreed average working hours to the regular working hours of comparable full-time employees.
- (4) <sup>1</sup>When calculating the remuneration for individual days, the month shall be counted as 30 days. <sup>2</sup>For each full training day on which the intern does not exercise the internship - for whatever reason (e.g. incapacity to work due to illness/holiday) - the remuneration may thus be reduced by 1/30 (only applies to contracts with public internship companies that are subject to the TVL).

### **§ 9 Termination of the internship relationship**

- (1) The internship relationship shall end upon expiry of the period period specified in §1 Para.1 without the need for termination.

- (2) The internship relationship can be terminated early after prior consultation with the university.
  - 1. for an important reason without observing a period of notice or
  - 2. in case of abandonment or change of the internship objective with a notice period of two weeks.
- (3) The termination of the contract must be in writing.
- (4) The intern shall immediately inform the university in writing.
- (5) This contract does not constitute a legal claim to employment after completion of the internship.

**§ 10 Certificate**

Upon termination of the internship relationship, a certificate shall be issued which, according to the respective requirements of the internship objective, shall cover the success of the internship as well as the period of the internship completed and any absences not made up for.

**§ 11 Ancillary agreements**

The following ancillary agreements are agreed:

.....  
.....

**§ 12 Preclusion period and disputes**

- (1) <sup>1</sup>Claims arising from the internship relationship, with the exception of claims arising from intentional breach of contract or intentional tort, shall be forfeited if they are not asserted in text form by the intern or the representative of the internship company within a preclusion period of three months after the due date. <sup>2</sup>For the same facts, a single assertion of the claim shall also be sufficient for benefits due at a later date.

- (2) In all disputes arising from the internship relationship, an amicable settlement shall be attempted before resorting to the courts.

.....  
(place, date)

.....  
(signature internship company)

.....  
(place, date)

.....  
(signature intern)

Confirmation from the university that the contract is suitable for the completion of a practical study semester/basic internship:

.....  
(place, date)

.....  
(signature university)