

Practical Training Contract

The following contract is to be made between:

Name of Firm/Authority/Organisation

Address, Telephone number

.....

.....

.....

Representative

(henceforth referred to as the Training Provider)

and

Mr/Mrs/Ms/Miss

D/O/B

Address

.....

.....

who is a student at the Hochschule für Technik und Wirtschaft Dresden (HTWD)

Course

Faculty

(henceforth referred to as the Student)

§1
Type and situation of practical training

- (1) The practical training is to be completed before the start of the course or as half a semester during the course, according to the practical training regulations of the course programme
- (2) Any practical training completed by a student enrolled at the HTWD does not entitle the student to the right to further work.
- (3) The creation of a work contract between the student and the training provider as the result of practical training completed before enrolment lies entirely at the discretion of the training provider.

§2
Length of practical training

The practical training is to be completed between the datesand

§3
Obligations of the training provider

The training provider hereby declares itself capable of providing practical training, which fulfils the academic demands of the course programme as outlined in the appendix to this contract, with the following exceptions/limitations:

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

The essential parts of this contract are the following technical requirements.

The training provider hereby undertakes the obligation to:

1. ensure that the student is provided with the necessary skills and knowledge to successfully complete the practical training, and that the practical training is coherently and clearly structured, so that the objectives of the training can be fulfilled within the scheduled time period, and so that the student can make up for any missed days or sessions;
2. provide the student with the use of necessary equipment, tools and materials free of charge;
3. assign the student only with work or activities which serve the objectives of the practical training and which are within the student's physical capacity;
4. assign a training advisor, who, together with the student, will create a course plan, and who, during the course of the practical training will also provide academic and organisational support;
5. enable the student to write the required training progress report during the course of the practical training, and to examine objectively and countersign this document at the end of the practical training;

6. provide the student with a reference at the end of the practical training, stating the duration and content of the training and the success of the practical activities;
7. encourage the student to keep contact with the Hochschule and to work out any problems which may arise with the assigned academic advisor or tutor in the relevant subject department;
8. allow the student absence in the case of scheduled examinations or teaching sessions;
9. allow the assigned departmental training advisor to assist in the role as advisor in the training work place, if necessary and if requested;
10. inform the Hochschule immediately of a premature termination of the contract, of extended absence on behalf of the student, or of any accidents which are in some way connected with the practical training;
11. support the student in finding accommodation for the period of the training scheme.

§4 Obligations of the student

The student is obliged to:

1. make use of all training opportunities that lead to the successful achievement of the training objectives;
2. carry out conscientiously the work within the framework of the practical training;
3. fulfil the instructions of the training provider and of the person(s) entitled with the right to give instructions;
4. observe all relevant regulations which apply to the training provider, in particular regulations regarding working methods and accident prevention, and to use all instruments, tools, machinery, materials and documents with care;
5. observe the professional interests of the training provider and respect the confidentiality of information and knowledge regarding company practices;
6. complete the training progress report before the assigned deadline, and present the documentation to the training advisor at the end of the practical training for assessment at the latest;
7. report absences immediately to the training site and in case of illness present a doctor's note after 3 days at the latest.

§5 Training advisors

(1) The on-site training advisor shall be:

Mr/Mrs/Ms/Miss
 Department
 Tel Fax

(2) The training advisors at the HTWD, Department of shall be:

1. Mr/Mrs/Ms/Miss
Tel. (0049) 351 462 Fax (0049) 351 462

and

2. Mr/Mrs/Ms/Miss
Tel. (0049) 351 462 Fax (0049) 351 462

§6 Holidays, Absences

- (1) The student is not entitled to holiday during the period of the contract.
- (2) The training site may grant short-term holiday for personal reasons.

§7 Insurance

- (1) During the practical training with the training provider, the student is legally insured against accidents according to §2 Paragraph 1 No. 8c of the German Social Welfare Law (SGB VII). The relevant insurer is the professional trade associations, to which the training provider belongs. In case of a claim the training provider should present the Hochschule with a copy of the accident report.
- (2) During the attendance of scheduled academic examinations or teaching sessions in the relevant department or faculty of the Hochschule, the student is insured according to §2 Paragraph 1 No. 8c (SGB VII) under the accident insurance of the Free State of Saxony.
- (3) According to §8 (SGB VII) the relevant insurer has the final right to decide whether an accident in the workplace is worthy of compensation.
- (4) The liability risk of the student in the training site is for the duration of the contract covered by the general occupational liability insurance of the training provider. In the case that this does not apply, the student is required, if requested, to present proof of suitable private occupational liability insurance for the period and content of the practical training.
- (5) During the practical training the regulation of §5 Paragraph 1 No. 10 of Social Ruling Part 5 (SGB V) applies as health insurance for the student.

§8 Repayment of costs incurred and claims for compensation

- (1) This practical training contract does not entitle the training provider to claim compensation for costs, which may incur in the carrying out of the contract. This does not apply to damages which are the liability of the student.
- (2) The training provider hereby promises to provide the student with a monthly allowance of (\$, £)

This sum is to be paid on the of each month in cash/directly into the account of the student:

Name of account holder
IBAN
BIC
Name and address of bank
.....
.....

- (3) Any obligation to pay tax or declare earnings to the Inland Revenue that might arise from this grant is the responsibility of the student.

§9 Termination of the contract

- (1) The contract may be prematurely terminated:
- if due to an important reason, with notice of a week
 - if due to personal reasons on the part of the student, with notice of 4 weeks
 - if due to abandonment or change of training objective, with notice of 4 weeks
- (2) In the case of gross violation of the company rules on the part of the student, the training provider has the right to terminate the contract without notice.
- (3) The cancellation must be documented in writing with the reason. The Hochschule must be informed before the contract may be terminated by the training provider.

§10 Other agreements

(for example, regarding the training progress report, the ownership and confidentiality of the product of the training programme, other exceptional questions specific to the training, the payment of compensation in case of illness, etc.)

§11 Signing of the contract, Changes to the contract

- (1) This contract is to be signed in three copies. Each contract partner keeps a copy, the student is obliged to immediately give the third copy to the training advisor in the Hochschule faculty.
- (2) Changes to the contract must be made out in writing.

Signatures

Training provider representative

Signature

Place, Date

Student

Signature

Place, Date

Additional documents for training provider and student : outline of academic demands of the course programme

Declaration of the HTWD:

The HTWD hereby accepts the obligation to co-operate with the training provider on all questions regarding the fulfilment of the practical training.

The HTWD will inform the training provider of all questions regarding the fulfilment of the practical training and will carry out changes to the objectives or schedule of the training during the period of the contract, only with the agreement of the training provider.

Departmental training advisor (HTWD)

Signature

Place, Date