

# DHBW Workplace Training Contract (Studienvertrag)

Between

the workplace training provider cooperating with Baden-Württemberg Cooperative State University:

and the student at Baden-Württemberg Cooperative State University (hereinafter referred to as "student"):

**Please note:**  
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Ms.  Mr.  Citizenship: .....

Last name: .....

First name: .....

Date of birth: ..... Place of birth: .....

Address: .....

E-mail address: .....

Phone number: .....

Legal representative for students under the age of 18<sup>1</sup>

Parents  Mother  Father  Guardian

Last name, first name: .....

Address of legal representative: .....

.....

under the condition that the student is enrolled according to section 60 of the Act on Higher Education of the Land of Baden-Württemberg (LHG)

in the study programme / track of study: .....

the following is concluded:

## 1. SUBJECT MATTER OF THE CONTRACT

Baden-Württemberg Cooperative State University has implemented the dual system by integrating academic studies at the university (*Studienakademie*) with workplace training at cooperating corporate partner companies or social institutions (workplace training providers), giving students the opportunity to apply the acquired academic knowledge and methods in a professional context. Subject matter of this contract is the workplace training, the responsibility for which lies with the workplace training provider<sup>2</sup> as determined by the general programme schedule (*Rahmenstudienplan*).

## 2. TERM OF CONTRACT

2.1. The contractual relationship begins on 1 October..... and ends on 30 September .....

2.2. In case the university determines that the student has lost the eligibility to take exams before the end of the contract agreed upon in number 2.1, the contractual relationship ends with the final decision on the loss of eligibility to take exams as determined in section 32 subsection 5 sentence 3 LHG, but at the latest at the end of the contract agreed upon in number 2.1. Notwithstanding the above, the right of termination as determined in number 10.3 remains unaffected.

2.3. In case it is not possible to complete all examination processes during the period defined in 2.1 and it is therefore not possible to calculate the final bachelor's grade during this period, the contract may be extended upon request of the student

- until the completion of the relevant examination if it is the last possible re-sit examination of the student;
- until the university informs the student of the results of the examination process/es in question by an official notification.

Students wishing to extend their contract must submit a written request including the reason/s for the extension to the university within the contractually agreed upon term of contract.

2.4. If the student is granted an academic leave of absence according to section 61 LHG upon request (academic leave of absence due to an important reason or periods of protection according to the Maternity Protection Act (MuSchG), due to parental leave according to the Federal Act on Parental Allowance and Parental Leave (BEEG), due to caring for a relative according to the Caregiver Leave Act (PflegeZG)), the Workplace Training Contract is suspended; the suspension of the contract begins on the day the official notification with which the academic leave of absence is granted is received and ends on the last day of the academic leave of absence. The contract is extended by the duration of the leave of absence.

2.5. In case of a leave of absence due to an illness, the suspension of the contract begins after a six-week-period, as defined in number 6.5 (2) b), unless the workplace training provider already fulfilled their obligations according to number 6.5 (2) b).

## 3. PROBATION PERIOD

The probation period begins with the beginning of the contractual relationship and ends after a total of 84 calendar days, which lie in a period of time defined as a practical phase by the university, but at the latest after nine months.

<sup>1</sup> Unless only one parent is determined as the legal representative, the parents are joint legal representatives. In case a guardian is appointed for the student, the guardianship court must authorize the guardian to conclude this contract.

<sup>2</sup> According to section 9 subsection 1 LHG, workplace training providers are members of the university as defined in section 65 c LHG.

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#### 4. STUDY PROGRAMME STRUCTURE

4.1. The academic phases are undertaken at the .....

4.2. The practical phases are undertaken at .....

The workplace training provider reserves the right to deploy students to other locations or other workplace training providers if this is deemed necessary for achieving the study and workplace training goal. The practical phases are undertaken according to the general framework provisions (*Rahmenvorgaben*) of Baden-Württemberg Cooperative State University; students shall be informed of the practical phases by the workplace training provider in due time. An individual workplace training schedule (*Ausbildungsplan*) is drawn up for the entire duration of the workplace training. The schedule is provided to students before the beginning of the study programme and attached to this contract.

4.3. **In case of study programmes with an integrated stay abroad, parts of the academic and practical phases are undertaken abroad.** Students in study programmes taught in German are not entitled to a stay abroad, however, the opportunity may arise in individual cases.

4.4. The study programme is specifically structured to combine academic and practical phases (the structure of the study programme is determined in the general programme schedule (*Rahmenstudienplan*) and the study and examination regulations (*Studien- und Prüfungsordnung*)).

#### 5. OBLIGATIONS OF THE WORKPLACE TRAINING PROVIDER

The workplace training provider is obliged to

##### 5.1. Qualification

- ensure that the qualification requirements determined by Baden-Württemberg Cooperative State University are always fulfilled;
- provide the respective university council responsible for deciding whether all qualification requirements are fulfilled and the bodies and persons responsible for quality assurance with all relevant information and documents as well as grant access for site visits;

##### 5.2. Workplace Training Goal; Workplace Training Schedule

- ensure that students are imparted knowledge, taught skills and gain professional experience required for achieving the workplace training goals according to the general programme schedule of the study programme;
- carry out the workplace training according to the workplace training schedule attached to this contract in which details on the contents and time schedule are determined and to make sure that the student is able to achieve the workplace training goal within the determined period of time;

##### 5.3. Workplace Training Supervisor

- appoint a workplace training supervisor according to section 65 c subsection 3 LHO and notify the university accordingly. As determined in the regulations on the qualification of and cooperation with workplace training providers of Baden-Württemberg Cooperative State University for bachelor's programmes (*Richtlinien für die Eignungsvoraussetzungen und das Zulassungsverfahren von Praxispartnern (Ausbildungsstätten) der Dualen Hochschule Baden-Württemberg für ein Bachelor-Studium*), the training supervisor has the right to transfer responsibility for certain tasks or for a certain period of time to another person employed with the workplace training provider (trainers, instructors);

##### 5.4. General Programme Schedule

- provide the student with the general programme schedule before the beginning of the workplace training;

##### 5.5. Workplace Training Materials

- loan students all materials necessary to undertake the workplace training, in particular tools, materials and literature. This does not apply to learning materials necessary for the academic phase at the university;

##### 5.6. Leave of Absence; Academic Phases

- grant students leave of absence for all academic phases at the university, including days without courses meant for independent study, as well as for examinations that are part of the academic phase but take place outside of this period of time; leave of absence does not count as vacation;
- ensure that students are given appropriate opportunity and time as determined in the regulations on qualification of and cooperation with workplace training providers of Baden-Württemberg Cooperative State University for bachelor's programmes for completing coursework and examinations for the practical modules, in particular project work and the bachelor's thesis;
- encourage students to pursue their studies at the university;

The above named obligations continue to apply in cases where workplace training measures take place outside of the usual workplace training location.

##### 5.7. Activities Relevant to the Workplace Training

- only task students with activities relevant to the purpose of the workplace training and that are appropriate in relation to the students' level of knowledge;

##### 5.8. Registration of Enrolment

- register students for enrolment at the respective university.

#### 6. REMUNERATION AND OTHER COMPENSATION

6.1. The student receives a monthly gross remuneration of

EUR ..... in the first year of study,  
EUR ..... in the second year of study,  
EUR ..... in the third year of study.

The regulations on qualification of and cooperation with workplace training providers of Baden-Württemberg Cooperative State University for bachelor's programmes are to be observed.

6.2. Remuneration is paid at the latest on the last working day of the month.

##### 6.3. Costs for Training Measures Outside of the Regular Workplace Training Location

The costs for contractually agreed upon training measures taking place at another location than the one determined in number 4.2 shall be covered by the workplace training provider, unless they are covered otherwise. Costs shall be reimbursed according to the relevant provisions.

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**6.4. Occupational Clothing**

If the workplace training provider requires students to wear specific occupational clothing, the workplace training provider shall provide the student with the occupational clothing.

**6.5. Continued Payment of Remuneration**

The student continues to receive remuneration

- (1) during leave of absence according to number 5.6,
- (2) for 6 months if he / she
  - a) is available for workplace training but it is cancelled,
  - b) cannot participate in workplace training due to an illness that was not self-inflicted,
  - c) is unable to fulfil the obligations arising from the workplace training due to a personal reason he / she is not responsible for.

**7. OBLIGATIONS OF THE STUDENT**

The student shall strive to acquire the knowledge, skills and professional experience required for achieving the workplace training goal in the designated time frame. The student is obliged to use lesson-free days during the academic phases for independent study.

In particular, the student is obliged to

**7.1. Learning**

- perform the tasks he / she is given during practical and academic phases diligently and professionally;

**7.2. Courses, Examinations and Other Events at the University**

- attend courses, examinations and other mandatory events at the university;

**7.3. Instructions**

- follow instructions from supervisors or other persons authorised to issue instructions during the workplace training;

**7.4. Internal Rules and Regulations**

- observe any rules and regulations applicable in the respective facilities of the workplace training provider;

**7.5. Diligence**

- treat the training materials, tools, machines and other materials and facilities with care and to only use them for the designated purposes;

**7.6. Business Secrets**

- treat any business and trade secrets with confidentiality, both during and after the workplace training;

**7.7. Notification of the Workplace Training Provider**

- immediately notify the workplace training provider in case he / she cannot attend workplace training, courses or examinations at the university or other workplace training events and to provide a reason for the absence; furthermore, in case of an illness or accident, students are obliged to notify the workplace training provider of the probable duration of their inability to work. In case the student is unable to work for more than 3 calendar days, he / she shall submit a medical certificate confirming the inability to work and indicating the probable duration of the inability to work at the latest on the next working day. The workplace training provider has the right to request a medical certificate earlier;
- immediately notify the workplace training provider of enrolment, revocation of enrolment, a granted academic leave of absence, disenrolment, all examination results, loss of eligibility to take exams as well as any appeals against decisions made by the DHBW;

**7.8. Academic Leave of Absence**

- only submit a request for academic leave of absence (section 61 LHG) to the university if he / she notifies the workplace training provider beforehand;

**7.9. Study / Internship Abroad**

- only undertake study abroad or an internship abroad upon approval by the workplace training provider.

**8. WEEKLY WORKING TIME DURING WORKPLACE TRAINING**

8.1. The regular weekly working time during the workplace training amounts to ..... hours.

8.2. Working time exceeding the regular weekly working time is compensated with free time if authorised by the workplace training provider.

**9. VACATION DAYS**

9.1. Students regularly working five days per week are entitled to a minimum of 20 vacation days per calendar year. Students regularly working six days per week are entitled to a minimum of 24 vacation days per calendar year.

The student's vacation days for	the year 20_____	the year 20_____	the year 20_____	the year 20_____
amount to:	..... days	..... days	..... days	..... days.

9.2. Students can only take vacation days during practical phases. Students are not allowed to take up employment contrary to the purpose of vacation.

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**10. TERMINATION**

**10.1. Termination During the Probation Period**

During the probation period, the contract may be terminated by the end of the month with a notice period of two weeks without having to state a reason.

**10.2. Termination After the Probation Period**

After the probation period, the contract may be terminated by the student with a notice period of two weeks.

**10.3. Termination Due to an Important Reason**

The contract may be terminated due to an important reason without having to observe a notice period.

An important reason is given if the student receives a notification of disenrolment, unless the student is disenrolled due to the loss of eligibility to take exams according to the LHG. In case of disenrolment due to the loss of eligibility to take exams, the student may terminate the contract within six weeks of being notified of the disenrolment with a notice period of one month by the end of the calendar month.

The right to termination without notice due to another important reason remains unaffected by the abovementioned provisions.

**10.4. Termination Requirements**

Termination shall be made in writing, including the reason/s for termination in the case of a termination according to numbers 10.2 and 10.3.

**10.5. Invalidity of a Termination**

A termination due to an important reason is invalid if the reason has been known to the person with the right to termination for more than two weeks.

**10.6. Compensation for Damages in Case of Early Termination of the Contract by the Workplace Training Provider or the Student**

In case the contract is terminated early after the end of the probation period, the workplace training provider or the student are entitled to claim compensation for damages if the other party to the contract is responsible for the reason of termination. This does not apply in case of a termination according to number 10.2 or in case of termination due to disenrolment upon request or disenrolment due to the loss of eligibility to take exams.

**10.7. Closing of the Company Providing Workplace Training, Loss of Qualification**

In case of termination of the contract due to the closing of the company providing workplace training or due to the loss of qualification to carry out workplace training, the workplace training provider is obliged to find another suitable workplace training provider in cooperation with the university.

**11. LETTER OF REFERENCE**

At the end of the workplace training, the workplace training provider issues the student a letter of reference. The letter of reference shall include information on the type, duration and goal of the workplace training, as well as the acquired knowledge, skills and professional experience of the student. Upon request of the student, the letter of reference shall include information on the performance and the professional behaviour of the student.

**12. DEFINITIVE DEADLINES**

Any claims arising from this contract shall be made within three months of the time they arose. Unless the student was not able to make a claim within the definitive deadline for reasons he / she is not responsible for, claims that were not made within the definitive deadline are excluded.

**13. JURISDICTION**

The contractual relationship is governed by the laws of the Federal Republic of Germany.

**14. FURTHER PROVISIONS**

The provisions of numbers 1 to 13 are irrevocable. Supplementary agreements are to be made in written form in order to be considered binding and shall be submitted to the university together with this contract for admission to the study programme.

It is prohibited to conclude any agreements on the obligation to stay with the workplace training provider during or after the studies, in particular in form of a repayment agreement in case the student changes the workplace training provider or in case of termination.

This does not apply to individually concluded supplementary agreements on the repayment of compensation paid in addition to the remuneration determined in 6.1.

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.....(City) , (Date) .....	..... Student (Signature)
..... Workplace training provider (Stamp, Signature)	..... If applicable, legal representative (Signature)

The contract is produced in triplicate and signed in person by the parties to the contract.