

Internship Agreement
according to § 26 BBiG

between the
State of Lower Saxony
as represented by

The President of Osnabrück University

and

§ 1
Legal relation

- (1) will conduct an internship at the School/Institute of from to .
- (2) The internship does not constitute a so-called *Ausbildungsverhältnis* (vocational training relationship) as outlined in the *Berufsbildungsgesetz* (Vocational Training Act) of 23 March 2005 and is not an employment relationship. It is not part of the purview of the collective nationwide agreements for vocational trainees (*TVA-L BBiG*, *TVA-L Pflege*, *TVA-L Forst*).
- (3) The internship relationship is based on collective state guidelines on the implementation of internships and the payment of internship compensation (*Praktika-Richtlinie der TdL*) of 01.06.2016 in the currently valid version according to 26 BBiG. The general provisions of labour and social security law further govern the internship relationship.

§ 2
Purpose of the internship

e.g. The internship offers career orientation and the acquisition of basic skills relevant to future training in this occupational field.

§ 3
Internship report

- (1) The intern shall document the learning and training objectives in an internship report.

- (2) The internship report shall include an overview of the intern's daily presence at the hosting School/Institute documenting both start and end times.
- (3) The internship report must be co-signed by the hosting internship institution.

§ 4 Probationary period

The contract starts with a probationary period lasting for one month. If the total duration of the internship amounts to less than one month, the entire internship period is a probationary period.

§ 5 Daily internship hours

The internship hours correspond to the average regular weekly working hours of *Tarifbeschäftigte* (employees subject to collective agreements) of the hosting Schools/Institutes, taking into account the *Jugendarbeitsschutzgesetz* (Youth Employment Protection Act) if applicable.

§ 6 Responsibilities of the internship organisation

The hosting School/Institute is obliged to provide the intern with the information, knowledge, skills and experience necessary to achieve the purpose of the internship. These responsibilities may be transferred/assigned within the School/Institute.

§ 7 Responsibilities of the intern

The intern is obligated to

1. diligently carry out the internship
2. follow all instructions,
3. participate in required training measures and activities,
4. respect the rules and policies of the internship institution,
5. handle material, equipment and other appliances with care,
6. adhere to the same rules on confidentiality as well as anti-corruption measures that apply to *Tarifbeschäftigte* (employees subject to collective agreements) of the respective School/Institute

7. notify the internship organisation immediately in the case of absence, stating the reason for the absence and, in case of illness, to present a medical certificate from the third day onwards.

§ 8 Compensation for interns

- (1) No compensation is paid for the duration of the internship.

§ 9 Accident insurance

- (1) Statutory provisions apply to accident insurance.

§ 10 Terminating the internship

- (1) The internship relationship ends with the date referred to in § 1(1) without a separate termination notice. During the probationary period, the traineeship may be terminated at any time without notice and without stating reasons.
- (2) Irrespective of paragraph 1, the internship relationship may be terminated by mutual agreement at any time or without notice in case of an important reason according to § 626 BGB.
- (3) The termination of the contract must be in writing.
- (4) This contract does not establish grounds for a legal claim to employment after completion of the internship.

§ 11 Certificate

At the end of the internship, the intern shall receive a certificate/reference letter (*Zeugnis*). This certificate shall state the nature, duration and purpose of the internship and, if applicable, attained skills, knowledge and abilities. On request of the intern, it may also include information on behaviour and performance.

§ 12 Limitation period and disputes

- (1) All claims resulting from the internship must be made in writing no later than three months after the internship has been completed. Otherwise, claims will automatically become invalid.

- (2) All disputes arising from the internship shall be settled amicably before resorting to the courts.

COURTESY TRANSLATION