

Internship Contract

between
the University of Potsdam,
represented by the President, Professor Oliver Günther, Ph.D., represented by the,
Chancellor, Karsten Gerlof,
represented by

Am Neuen Palais 10, 14469 Potsdam

Note:

Please enter the title (e.g., Dean,
Director, etc.) and name of the
representative in the *Internship
Provider* field. This person signs
the contract.

- Internship Provider -

Specific assignment location - can be different from the Internship Provider.

Implementing Entity:

and

Address

- Intern -

legally represented by:

is entering into the following internship contract:

§ 1 Legal Relationship

- (1) The intern will be supervised from The _____ to _____ at the University of Potsdam.
Supervisor for the internship is:
Telephone / E-Mail address:
Daily working hours consist of _____ hours; the regular weekly working hours amount to _____ hours.
The regulations protecting young people in working environments must be observed.
- (2) The internship relationship is not a master-apprentice relationship in the sense of the German Vocational Training Act (BBiG) of March 23, 2005, in its currently applicable version; the internship relationship is not an employment relationship. It is not covered by the collective agreements for trainees in the federal states (TVA-L BBiG, TVA-L Pflege, TVA-L Forst).
- (3) The internship relationship is aligned with the guidelines of the Tariff Community of the German Federal States (TdL) for the conduct of internships and the guarantee of remuneration for interns (the Internship Guidelines of the TdL) dated June 1, 2016, in its currently applicable version, aside from Section 26 of the BBiG as well as general provisions with respect to employment law and social insurance.

§ 2 Objective of the Internship

The objective of the Internship

- from the applicable regulations for school, vocational training, higher education, or examinations (Appendix 1) as a **mandatory internship** under Section 5 subsection 1 of the Internship Guidelines of the TdL.
- as a voluntary internship under Section 5 subsection 2 of the Internship Guidelines of the TdL. The internship shall involve the following tasks:

(Please include attachments if applicable)

§ 3 Internship Report

- (1) The learning and training objectives must be documented by the intern in the form of an Internship Report, under school, vocational training or higher education requirements, as these may apply. For voluntary internships, the Internship Provider can determine whether an Internship Report must be produced, and if so, with what kind of content.
- (2) An overview must be included with the Internship Report; this overview documents the intern's daily attendance at the Internship Provider's premises, with start and end times.
- (3) The Internship Report must be signed by the Internship Provider.

§ 4 Confidentiality, Ownership, Rights of Use

- (1) The intern pledges not to use or distribute work results or confidential information, even from third parties, that the intern may become aware of during the course of the internship, without the express written consent of the Internship Provider.
- (2) The intern acknowledges the exclusive, transferrable (without the author's consent), and unlimited spatial, temporal and content-related right of use for all work results protected under copyright. The intern releases the Internship Provider from any claims submitted by third parties.
- (3) In the event that the contract is terminated prematurely, subsection 2 applies to the work results completed thus far.

§ 5 Probationary Period

The contract begins with a probationary period of one month. If the entire duration of the internship is less than one month, then the entire internship period is probationary in character.

§ 6 Obligations of the Internship Provider

The Internship Provider is obligated to communicate to the intern the information, knowledge, skills and experiences necessary for attaining the internship's goals.

§ 7 Obligations of the Intern

The intern is in particular obligated

1. To conduct the internship in a conscientious manner,
2. To comply with instructions,
3. To participate in prescribed training measures,
4. To observe the regulations of the Internship Provider,
5. To handle materials, devices and other equipment with care,
6. To observe the provisions that apply to Internship Provider employees regarding the acceptance of rewards or gifts,
7. To immediately notify the Internship Provider if the intern will not be present for the internship, along with a reason for the absence and, in case of an incapacity for work due to illness, to submit a physician's certificate within three days.

§ 8 Liability

- (1) The intern is liable for all damages that he or she causes to the Internship Provider.
- (2) The intern is liable for all damages he or she causes to third parties.
- (3) The Internship Provider is not liable for damages to the person, property or assets of the intern that arise in the context of this internship contract, unless the damages caused by the Internship Provider are the result of negligence or gross negligence.

§ 9 Expense Allowance, Social Insurance, Accident Insurance

- (1) The intern shall not receive an expense allowance.
- (2) The internship relationship is not subject to social insurance obligations. The intern must secure his or her own health and long-term care insurance.
- (3) Legal regulations apply to accident insurance.

§ 10 Termination of the Internship Relationship

- (1) The internship relationship ends upon the expiration of the period of time identified in Section 1 subsection 1 above, without the need for a notice of termination. During the probationary period, the internship relationship can be terminated at any time, without giving reasons or providing a period of notice.
- (2) Independently of subsection 1, the internship relationship can be dissolved at any time upon mutual agreement, or terminated without notice for a significant reason (under Section 626 of the German Civil Code).
- (3) The termination of the contract must be done in writing.
- (4) Legal claims to an employment relationship after the conclusion of the internship cannot be based on this contract.

§ 11 Certificate

- (1) Upon the conclusion of the internship relationship, at least one certificate must be issued for the completed internship.
- (2) Upon request, a certificate must be issued to the intern. The certificate must include information about the type, length and purpose of the internship, as well as the skills, knowledge and abilities gained. If the intern so requests, additional information about behavior and performance can also be included in the certificate.

§ 12 Supplementary Agreements

- (1) The following supplementary agreement is agreed upon.
- (2) The supplementary agreement can be terminated within a period of
 two weeks before the end of the month
 from to
in writing.

§ 13 Exclusion Period and Disputes

- (1) All claims arising from the internship relationship must be submitted in writing within an exclusion period of three months after the claim is due, at the latest however three months after the termination of the internship relationship. Otherwise such claims shall lapse.
- (2) For all disputes arising from the internship relationship, the parties should seek an amicable agreement before appealing to a court of law.

§ 14 Final Provisions

Changes and supplements to this contract must be made in writing. This also applies to a decision to dispense with the requirement to make such changes in writing. If any of the provisions of this contract are or become invalid, the rest of the contract's provisions remain unaffected. The contractual parties shall come to an agreement about any provisions that may become invalid.

Potsdam, on the date of

Internship Provider

Intern

Legal Representative

Bearbeiter/in:

Tel.:

eMail:

Verfügung:

Potsdam, den

Schlusszeichnung zum Praktikumsvertrag vom:

mit

Anschrift

Ausführende Stelle (konkrete Einsatzstelle des/der Praktikanten/in) - zur Mitzeichnung

Praktikumsstelle - **zur Schlusszeichnung**

Versendung des Vertrages an den/die Praktikanten/in

ZfQ, Career Service
Kopie des unterschriebenen Vertrages wird erbeten

Ablage der gesamten Unterlagen

Bitte nur einseitig drucken.

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