Hochschule für Wirtschaft und Recht Berlin
Berlin School of Economics and Law

Traineeship Contract

for a Bachelor of [Arts/Engineering/Science] Degree in .....

The following contract for work-based training, pertaining to a study programme of the Berlin School of Economics and Law, Department of Cooperative Stuides, leading to a Bachelor Degree in [Study Programme]:

.....

is concluded between [Company Name]:

.....

.....

.....

and [Trainee's Name]:

.....

born on [date & place of birth]:

.....

resident in: .....

.....

A Traineeship period (1.2)

The duration of traineeship is three years.

Traineeship commences on: .....

and ends on: .....

The first six months of the traineeship are considered as probation period.

B Training location (2)

Training is carried out in.....
The training company reserves the right to transfer the student to other locations, if deemed necessary for the achievement of the training goals.

The following training activities are carried out outside the main training premises:

.....

.....

C Pay (5.1)

The allowance received by the student amounts to:

€...../month in the 1st traineeship year

€...../month in the 2nd traineeship year

€...../month in the 3rd traineeship year.

Payment is made at the latest on the last working day of the calendar month.

D Weekly Training Time (6.1)

The regular weekly training time spent at the company comprises ……. hours.

E Holiday Entitlement (6.2)

The student is entitled to paid leave from his/her training. Holiday leave comprises:

..... business days or ……. working days in ……..

..... business days or ……. working days in ……..

..... business days or ……. working days in ……..

..... business days or ……. working days in ……..

The agreements appearing on pages 2 to 4 are constituent parts of this contract and are mutually accepted by the contract parties. The contract is issued in triplicate and is signed personally by the parties involved.

..... , ...
(Place) (Date)

The Training Company

.....

The Trainee

.....

1. Object of the Contract, Traineeship period

1.1 Object of the Contract
The Depatment of Cooperative Studiesof the Berlin School of Economics and Law and cooperating companies jointly provide scientifically-oriented and work-based education. The object of this contract is that part of the student's study programme for which the training company carries responsibility.

1.2 Traineeship period -A- **
Should the student pass his/her final examination before the end of the agreed traineeship period, the training contract is promptly terminated. Should the examination procedure not be completed within the given time through no fault of his/her own, the traineeship period can be extended respectively.

1.3 Failure of Examination
Should the student fail the final examination, the traineeship period is extended until the next resit examination, upon the student's request. Should the student also fail the official resit examination(s), the traineeship agreement with the training company is promptly terminated. The training relationship can be extended to a maximum of one year on account of resit examinations.

2. Training Location -B- **

3. Obligations of the Training Company

The training company undertakes to:

3.1 - ensure that the training locations meet the propriety criteria set down by the Duale Kommission of the Department of Cooperative Studies.

3.2 - ensure that the the Duale Kommission is enabled to monitor the adequacy of the training locations, to receive the necessary information and documentation in this respect, and to view the premises.

3.2 (Objective)
- ensure that the student receives the knowledge, skills and work experience required to attain the learning aims as specified in the Training Plan of the Depatment of Cooperative Studies.

- comply with the directives relating to the functional and temporal organisation of the training procedure, so as to accomplish the training aims within the scheduled training time.

3.3 (Trainers)
- assign suitable members of staff to oversee the student's training and make them known to the Department of Cooperative Studies by name.

3.4 (Training Plan)
- provide the student with a copy of the Department of Cooperative StudiesTraining Plan before the traineeship commences.

3.5 (Supplies)
- make supplies such as tools, materials, literature, etc. available to the student free of charge – as required in both in-house and external training locations. This does not apply to learning material that is needed for study at the Department of Cooperative Studies.

3.6 (Attendance and participation in training activities outside the training premises)
- release the student from his/her training duties in order to atttend courses at the Department of Cooperative Studies, or to partake in training activities outside the training premises.

3.7 (Training–related tasks)
- delegate tasks that solely serve the training objective and are appropriate to the student's level of ability.

3.8 (Registration)
- provide the necessary documents that enable the student to register for study at the Department of Cooperative Studies.

3.9 (Exemption for Examinations)
- exempt the student from training commitments in order to sit for his/her examinations.

4. Obligations of the Student

The student has to make every effort to gain the knowledge, skills and work experience required, to achieve the given training objective within the scheduled traineeship period. Specifically, s/he is obliged to:

4.1 (Learning Commitment)
- carry out the tasks assigned within the context of his/her training carefully and conscientiously.

4.2 (Courses, Examinations, and other activities)
- attend courses at the Department of Cooperative Studies, sit for the given examinations and take part in other related training activities. In this context, the Department of Cooperative Studies is authorized to give the training company information regarding the student's attendance, with his/her consent.

4.3 (Instructional Compliance)
- follow the instructions given by the trainer, or another authorized person, within the context of the training.

4.4 (Company Regulations)
- comply with the valid rules and regulations of the respective training site.

4.5 (Diligence)
- handle materials, tools and machinery with care and use them only for assigned tasks.

4.6 (Nondisclosure)
- observe secrecy with regard to inside business and company information, even after leaving the company.

4.7 (Notification of Absence)
- immediately inform the training company of absence from courses, training or other events by stating the reason, and, in the event of illness or accident, send a doctor's note by the third day of absence at the latest.

4.8 (Notification of Grades)
- inform the training company about the grades and intermediary results attained at the Department of Cooperative Studies every semester.

5. Pay and other Benefits

5.1 -C- **

5.2 (Expenses for training activities outside the training premises)
The training company covers expenses for mandatory training activities outside the training premises as deemed by the contract, section 2, insofar as these are not otherwise paid for.

5.3 (Workwear)
The training company provides special workwear if such is required at the workplace.

5.4 (Continuation of Pay)
Payment of the agreed allowance is maintained:
1) during the course of the student's exemption as described in §3.6 and §3.9,
2) for a period of up to six weeks when a) s/he is available for training which however is suspended or b) s/he is prevented from carrying out training duties through no fault of his/her own.

Payment is kept up when the student cannot continue his/her training as a result of an uncontrived illness, the need to undergo medical treatment, a sterilisation, or an abortion, unless another arrangement is foreseen through the collective labour agreement, the employer/works council agreement or the individual contract. For non-German health insurance holders, the height or type of sickness benefit will depend on the terms set by the medical insurance policy of the respective country.

6. Weekly training time and holiday leave

6.1 -D-**

6.2 -E-**

6.3 Holiday leave should be granted and taken at one stretch during the work-based training period. Throughout that time, the student is not permitted to pursue any gainful employment which is discordant with the purpose of his/her leave.

7. Notice of Termination

7.1 (Termination during the probation period)
During the probation period, the traineeship arrangement can be terminated at any time with two weeks notice.

7.2 (Reasons for Termination)
A termination of the contractual agreement can be made subsequent to the probationary period when:
1) a serious reason necessitates immediate action without a notice term/date,
2) the student's admission to the Department of Cooperative Studies is legally revoked,
3) the student decides to abandon the training or pursue a different kind of training, whereupon s/he has to give a month's notice at the end of the running month.

7.3 (Manner of Termination)
The termination must be made in writing, stating the reason(s) for the action.

7.4 (Nullity of Termination)
A termination is invalid when the facts warranting this action have been known for more than two weeks.

7.5 (Indemnity for early Termination)
If the contractual agreement is terminated prematurely - after the probation period-, the training company or the student is entitled to claim indemnity when the counterpart is required to justify the reason for early termination. Indemnity does not apply if the student decides to abandon the training or pursue a different kind of training (§7.2.3).

7.6 (Abandonment of the Business, Lack of Propriety)
In the event of a termination of the traineeship contract due to abandonment of the business or lack of training propriety, the training company is obliged to find another comparable training placement for the student in another suitable location, with the assistance of the Study Programme Bureau.

8. Certification

The training company issues a certificate attesting the student's form and duration of training as well as the attained training objective(s), at the end of his/her traineeship. Further, in this certificate the training company provides information about the student's acquired knowledge, skills and work experience, and, upon the student's request, evidence of his/her demeanour and specific accomplishments.

9. Cut-off period

Claims arising from the traineeship agreement are to be made within three calendar months after the date/time at which they are valid. Claims that are not made within this period of time can no longer be invoked, unless the student is prevented from keeping with the term through no fault of his/her own.

10. Other agreements

10.1 The agreements appearing in §1 to §9 of this contract are inalienable.

10.2 Additional agreements must be put down in writing in order to be legally effective, and have to be presented together with the traineeship contract for registration to study at the Department of Cooperative Studies. Inadmissible additional agreements include engaging in binding post-traineeship activities or claiming reimbursement of costs due to a change of training company upon completion of the traineeship.

** See page 1 of the contract.

Updated: 11th April 2007