**Agreement**

**regarding the implementation of a student-on-the-job-training**

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- hereinafter called “training provider” -

and the student

|  |  |  |  |
| --- | --- | --- | --- |
| title, forename, surname: | | | |
| date of birth: | place of birth: | | matriculation number: |
| address, postal code, country: | | | |
| phone(incl. area code): | | email | |

member of the

Department of Energy, Buildings and Environment,

- hereinafter called “EGU” -

at the   
FH Münster, University of Applied Sciences,   
- hereinafter called “FHM” -.

The following agreement regarding the implementation of an on-the-job-training is hereby concluded:

**§ 1**

**General**

1. The student has to complete an on-the-job-training according to the bachelor examination regulations that apply to the above-mentioned course of study.
2. The training is an integral part of the studies and covers, including practice-related training events, a continuous period of at least 20 weeks, during which the student is introduced to the work of which the course will qualify him or her by being given concrete tasks and practical work experience in the relevant profession. The training integrates study and work experience and the FHM offers its support throughout. The student remains a member of the FHM during the training.

**§ 2**

**Duration of Agreement, Area of Work Experience**

The agreement is effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (=\_\_\_\_\_ weeks).

The student shall be provided with work experience in the following area/areas\*:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* List areas of work experience

**§ 3**

**Obligations of Training Provider**

The training provider undertakes:

1. to provide work experience and teaching to the student for the duration of the agreement in accordance with the stipulations named at §1 on the basis of the knowledge and skills acquired previously on the course of study and in accordance with the enclosed outline training plan.
2. to enable the student to attend events related to the practical phase at the FHM so far as this can be reasonably expected from the training provider.
3. to cooperate with the tutor from the above-named faculty in all matters concerning the implementation of the practical phase.
4. to check the report to be compiled by the student about the practical work experience in an objective manner and countersign it.
5. to issue the student with a report at the end of the agreement, containing details of the duration, content, and success of the training as well as absences.

**§ 4**

**Obligation of Student**

The student undertakes:

1. to perform with care the tasks assigned to him or her by the training provider within the framework of the employment plan and to take full advantage of the training opportunities offered.
2. to follow the instructions issued by the training provider and its representatives.
3. to observe the rules in force for the premises of the training provider, in particular work rules and accident prevention regulations, about which he or she is informed by the training provider at the beginning of the practical phase.
4. to keep to the usual working hours of the training provider, to notify the training provider immediately of his or her absence giving reason for the absence, and, in the event of his or her being unfit for work for more than three calendar days, to provide a doctor’s certificate concerning the incapacity to work and its expected duration no later than on the next working day following the third day of absence; he or she is responsible for the cost of the doctor’s certificate.,
5. to treat with care the equipment, materials and products provided for his or her use.

**§ 5**

**Payment, Accident, Insurance Cover**

1. The student shall receive a monthly payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ € pre-tax.  
   The student shall be insured for the duration of the agreement

Yes\* No\*

\*tick as appropriate

**§ 6**

**Vacation, Interruption of Training**

1. The student is not entitled to a vacation.
2. In urgent cases the training provider can grand short-term-leave from training.   
   Time losses through other interruptions must be made up.

**§ 7**

**Liability**

1. The student is liable for any damage he or she causes to the premises of the training provider in the course of fulfilling the terms of the agreement, subject to the legal requirements.
2. To cover the liability risk, the training provider has taken out an insurance policy in favor of the student or shall take out a relevant individual insurance policy.\*

To cover the liability risk, the student is required to take out a personal reliability insurance policy appropriate to the duration and content of the agreement at his or her own expense.\*

The student is advised to take out a personal liability insurance policy appropriate to the duration and content of the agreement.\*

\*tick as appropriate

**§ 8**

**Training Representative of Training Provider**

The training provider hereby names

|  |
| --- |
| title, surname, forename, qualification if applicable |
| phone / e-mail |

as the representative responsible for the student’s training and work experience.   
At the same time the representative is a contact person for the FHM, in all matters relating to the training relationship.

**§9**

**Obligation of Secrecy**

1. The student must maintain silence about operational processes which by their nature or special order require to be kept secret; this also applies after completion of the practical phase.
2. The student has to compile a written report about his or her practical work experience, describing and reflecting on his or her experiences. The student shall submit this report to the training provider for countersigning before handing it in to the FHM.
3. The student has the right to use the report about the practical work experience in his or her subsequent studies.

**§ 10**

**Early Cancellation of Agreement**

1. Early cancellation of the agreement is possible
   1. without a notice, if there is an important reason
   2. with a notice and a lead time of four weeks, if giving up or changing the training objective.

The possibility of cancelling the agreement for further reasons by mutual consent through an annulment agreement is unaffected. EGU at FHM must immediately be provided with a copy of the written cancellation by the cancelling party; in the event of the agreement being cancelled through an annulment agreement, this obligation applies to the student.

**§ 11**

**Other Regulations**

(These may include, for example, regulations concerning the reimbursement of special expenses - e.g. the personal liability insurance premium, travelling expenses, leave differing from § 6 etc. - or additional regulations concerning the Obligation of Secrecy)

**§ 12**

**Agreement Copies**

The identical copies of this agreement are to be signed. Each party to the agreement shall receive one copy; the third copy goes to EGU at the FHM

Enclosure: outline of training plan

|  |  |
| --- | --- |
| **Training provider**: | |
| place, date: | signature; signet or stamp |

|  |  |
| --- | --- |
| **Student:** | |
| place, date: | signature; signet or stamp |

|  |  |
| --- | --- |
| **FHM:** | |
| place, date: | signature; signet or stamp |