

Please note:

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## **Explanatory Notes on the DHBW Workplace Training Contract (Studienvertrag)\***

Last updated: July 2018

### **1. End of the Contract**

#### **a) Loss of the eligibility to take exams (number 2.2)**

In case a student fails the final attempt at an examination, the student loses the eligibility to take exams and receives an official notification from the DHBW. This notification includes information on rights to appeal, giving the student the possibility to appeal the decision within one month.

##### **aa) The student does not appeal the decision**

If the student does not appeal the decision within the abovementioned period of time (one month), the notification is final and the contractual relationship ends immediately. In case the originally determined end date of the contract determined in number 2.1 is reached before the notification is final, the contractual relationship ends on the originally determined end date.

##### **bb) The student appeals the decision**

If the student appeals the abovementioned notification, an appeal procedure is carried out. The decision on the loss of eligibility to take exams is reviewed by the administration, usually including a statement from the examiner. If the appeal is not successful, the DHBW issues an official notification. This notification also includes information on rights to appeal, giving the student the opportunity to file a formal appeal against the decision with the responsible administrative court (*Verwaltungsgericht*). Furthermore, the student is disenrolled by virtue of office and receives a notification of disenrolment from the DHBW. Once again, the student can file a formal appeal against the decision within one month of receiving the notification. If the student does not file an appeal, the decision on the loss of eligibility to take exams becomes final and the contractual relationship ends. In case the originally determined end date of the contract determined in number 2.1 is reached before the notification is final, the contractual relationship ends on the originally determined end date.

If the student files an appeal, the contract is upheld until the decision of the court is final. In case the end date of the contract determined in number 2.1 is reached before the decision is final, the contractual relationship ends on the originally determined end date.

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\* The explanatory notes merely provide an overview. It is recommended to carry out a review of the legal situation in individual cases.

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cc) Termination rights of the workplace training provider

If a student receives a notification of disenrolment due to the loss of eligibility to take exams, the workplace training provider has the right to terminate the contract with a notice period of six weeks, as determined in number 10.3.

#### b) End of the study programme (number 2.3)

In case there are still open examination processes towards the end of the student's studies (for example, missing grades) which cannot be completed by the originally determined end of the contract, students can request an extension of the Workplace Training Contract. Students wishing to extend their contract have to submit a request to the university including the reason/s for the extension within the contractually agreed upon term of contract. The request has to be submitted in written form (via e-mail or in paper form).

If a student requests the extension of a contract, the contract is extended until the completion of the relevant examination in case it is the student's last possible re-sit examination (for example, in case of a repetition of the bachelor's thesis or the last possible re-take of an oral exam). Otherwise, the contract is extended until the university informs the student of the results of the outstanding examination/s by sending the student an official notification. The current provision on the automatic extension of the contract no longer applies.

## **2. Academic Leave of Absence (numbers 2.4 and 2.5)**

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 and extended by the duration of the academic leave of absence, usually one year. 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 entitlement to continued payment of remuneration according to number 6.5 (2) b) in case of a leave of absence due to illness remains unaffected. Another academic leave of absence leads to another contract extension.

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### **3. Probation Period (number 3)**

The probation period has a maximum length of 9 months, including theoretical and practical phases. If the practical phases within these 9 months comprise more than 84 calendar days, the probation period ends earlier. Indicating this period of time in calendar days facilitates the calculation of the probation period. The dates of the practical phases are published in the respective study programme schedule (*Phasenplan*).

### **4. Leave of Absence (number 5.6)**

Students have to be granted leave of absence for the theoretical phases. This also includes lesson-free days meant for individual study. According to number 7, students are obliged to use lesson-free days for individual study. Students also have to be granted leave of absence in case of re-sit examinations that take place during a practical phase.

Furthermore, students have to be given enough time to complete work for practical modules (in particular for the bachelor's thesis and project work). Students have to be given the opportunity to work on the thesis or complete project work during their regular working hours. These provisions are also 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*), which reference the respective study and examination regulations (*Studien- und Prüfungsordnung*).

### **5. Notification of the Workplace Training Provider (number 7.7)**

Students are obliged to 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.

### **6. Vacation Days**

#### **a) Number 9.1**

Students are entitled to a minimum number of vacation days.

#### **a) Number 9.2**

Students can only take their vacation days during the practical phase, not during the theoretical phase. Students are granted leave of absence for the theoretical phases, including lesson-free days (see explanatory note regarding number 5.6).

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## 7. Termination

### a) Number 10.2

Students have the right to terminate the contract with a notice period of two weeks.

### b) Number 10.3

In case the student is disenrolled due to, for example, not paying the administration fee, the workplace training provider has the right to terminate the Workplace Training Contract without having to observe a notice period (for more information on termination in case of disenrolment due to the loss of eligibility to take exams, see explanatory note regarding number 2.2).

### b) Number 10.4

A termination has to be submitted in written form, for example, via e-mail or in paper form.

## 8. Further Provisions (number 14)

The provisions of numbers 1 to 13 are irrevocable. Supplementary agreements have to 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 terminates the contract.

This does not apply to individually concluded supplementary agreements on the repayment of compensation paid in addition to the remuneration determined in 6.1 (for example, allowance for books, payment of rent). Supplementary agreements of this kind must reference the fact that the workplace training provider has already offered the student a binding contract including sufficient details regarding the remuneration and that repayment is only to be made in case the student rejects the offer after successfully completing the study programme or terminates the contract before a determined deadline. The DHBW neither provides any sample wording nor legal advice regarding such supplementary agreements. Any supplementary agreements must be checked for legal accuracy.

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