

Specimen contract

Specimen contract between the German firm, the foreign firm and the trainee for a placement abroad

The following specimen contract should be seen as a proposal for an agreement between the German firm, the foreign firm and the trainee. Individual articles or passages may be added, changed or deleted depending on the particular situation. The contract should be issued in triplicate.

■ Specimen contract between the Secondment Firm, the Accepting Firm and the Trainee

This Contract is set up within the framework of Section 2, Subsection 2 of the German Vocational Training Act of 23 March 2005 (*Bundesgesetzblatt* [Federal Law Gazette] part I, p. 931) and is for the purposes of defining the relationships between:

1.

(full name and address of the secondment firm), hereinafter called the "**Secondment Firm**", represented by

(full name and address of the representative),

2.

(full name and address of the accepting firm), hereinafter called the "**Accepting Firm**", represented by

(full name and address of the representative)

and

3.

(full name and address of the trainee), hereinafter called the "**Trainee**", in the event of being a minor represented by

(full name and address of the legal representative(s))

- will reimburse the Secondment Firm for the training remuneration amounting to
for the period from _____ to _____;
- will give the Trainee a reference when the placement abroad ends detailing and assessing the Trainee's performance and what he/she has achieved, and describing his/her language skills.

Article 3.2: Duties of the Secondment Firm

The Secondment Firm

- will take the necessary measures with regard to preparing the placement abroad and making sure that all the steps involved are duly carried out. In particular it will ensure that the financing of the placement abroad is settled prior to it commencing and that the Trainee has accommodation at the Accepting Firm's location for the duration of the placement abroad;
- will ensure that the vocational training abroad serves the Trainee's training goal;
- will make sure that the Trainee is insured during the placement abroad (health, accident, third party liability and social insurance);
- will assist the Trainee with the administrative formalities to be dealt with and will make sure that the documents required are available at the beginning of the placement abroad.

Article 3.3: Duties of the Trainee

The Trainee

- gives an undertaking to complete the full training programme (see Appendix) as agreed;
- gives an undertaking to comply with the rules of the Accepting Firm, its working hours, its regulations covering the duty to maintain confidentiality, and the legal provisions of the host country. The duties arising out of Section 13 of the Vocational Training Act shall also apply;
- gives an undertaking to prepare a report on the placement abroad and to present it to the Secondment Firm within one month of completing the placement abroad at the latest. This report must include the Trainee's personal assessment of the vocational training he/she has undertaken abroad, the language skills and other competencies acquired as well as the tasks and assignments he/she has fulfilled.
- gives an undertaking to notify the Secondment Firm by telephone without delay in the event of any problems arising which are associated with the placement abroad.

Article 4: Financing

The costs and expenses entailed in the placement abroad will be financed by **the Secondment Firm** and subdivided as follows into:

- € _____ for the travel expenses
- € _____ for the living expenses (accommodation, food and drink)
- € _____ for the costs of insurance (...)
- € _____ lump sum

and/or by **the Accepting Firm** and subdivided as follows into:

- €~~XXXXXXXXXXXXXXXXXXXX~~ for the travel expenses
- €~~XXXXXXXXXXXXXXXXXXXX~~ for the living expenses (accommodation, food and drink)
- €~~XXXXXXXXXXXXXXXXXXXX~~ for the costs of insurance (...)
- €~~XXXXXXXXXXXXXXXXXXXX~~ lump sum

and/or by **the Trainee** and subdivided as follows into:

- €~~XXXXXXXXXXXXXXXXXXXX~~ for the travel expenses
- €~~XXXXXXXXXXXXXXXXXXXX~~ for the living expenses (accommodation, food and drink)
- €~~XXXXXXXXXXXXXXXXXXXX~~ for the costs of insurance (...)
- €~~XXXXXXXXXXXXXXXXXXXX~~ lump sum

Article 5: Payments

1. The Secondment Firm commits to pay the Trainee the sums mentioned above as follows:

- travel expenses before the placement abroad begins
- insurance costs/other costs before the placement abroad begins
- living costs each month of €
- lump sum before the placement abroad begins (~~XXX~~)
-

2. The Accepting Firm commits to pay the Trainee the sums mentioned above as follows:

-
-
-
-
-

3. The payments shall be remitted to the following account of the Trainee or the legal representative(s):

Article 6: Reimbursement

The Secondment Firm and the Accepting Firm may demand that the Trainee reimburse the sums paid out if:

- a) the payments made are used for purposes other than those agreed in Article 5;
- b) the actual duration of the placement abroad is shorter than that agreed or
- c) the placement abroad doesn't transpire.

Article 7: Liability

The Contracting Parties can only be held liable for intent and gross negligence.

Article 8: Terminating the Agreement

The statutory provisions shall apply.

Article 9: Legal Venue

1. The courts of law having jurisdiction in the event of any disputes between the Contracting Parties in conjunction with this Contract shall be those in (city/town of the Secondment Firm's registered office).
2. This agreement shall be governed by and construed and interpreted in accordance with the laws of (country of the Secondment Firm).

Article 10: Amendments or Riders to the Contract

Any amendments to this Contract must be set down in a supplemental contract which must be signed for each of the parties by the signatories to this Contract.

Article 11: Saving Clause

Should any term or terms of this Contract be or become invalid, this shall not affect the validity of the other provisions thereof.

Appendix: Programme for the Placement Abroad

The programme for the placement abroad ("Training Programme") in the Appendix has been drawn up in agreement between the Contracting Parties and is part of the Contract.

The Contracting Parties declare that they have read the Contract and that they accept its content.

For the Secondment Firm:

(name and position)

(date, signature)

For the Accepting Firm:

(name and position)

(date, signature)

The Trainee (or the legal representative(s)):

(The Trainee or name of the legal representative(s))

(date, signature)