Training Period Agreement

THIS DOCUMENT CONTAINS INFORMATION GOVERNING TRAINING PERIOD.
IT IS INTENDED FOR FIFTH-YEAR STUDENTS, ACADEMIC SUPERVISORS AND TRAINING SUPERVISORS
TRAINING PERIOD AGREEMENT

BETWEEN:

1) L'Université Libre de Bruxelles, academic institution endowed with the legal personality by virtue of the August, 12 1911 law, modified by the law of May, 28 1970 and by the decree of March, 31 2004 and whose head office is situated Av. Franklin Roosevelt, 50 1050 Brussels

and represented by Mr. Dimitri GILIS, President of the Bioengineering School.

2) The training entity ................................................................................................................................................................

Whose head is situated ..................................................................................................................................................................and represented by Mr. / Ms. ..........................................................................................................................................................

Acting as ..........................................................................................................................................................................................

Hereinafter called « training entity »

3) The student trainee ..................................................................................................................................................................

Residing at ..................................................................................................................................................................................

Tél: ................................................................................................ E-mail: ..............................................................;

Student registered in ..........................................................................................................................................................

For the academic year ..........................................................................................................................................................

Hereinafter called “trainee”

Article 1: Purpose of agreement

This agreement hereby regulates the relationship between the parties, including their rights and duties, and applies to the training period forming part of the course curriculum in bioengineer at the Brussels School of Engineering. The relationship between the trainee and the training entity can be specified in a particular contract without any prejudice against the dispositions of the agreement hereby.

Article 2: Training Status

The training period aims to provide the trainee with practical experience of the studies undertaken in civil engineering at the Bioengineering School of the ULB and to complete his/her professional training. This training period is mandatory in the award of the bioengineer degree in ..................................................

It is organized by the Training Office of the Bioengineering School in collaboration with the ULB.
The training period will begin on ……………………………and end on ……………………………

☐ Full time
☐ Part time

Days and schedules: ……………………………………………………………………………………..

Address at which the training will take place (if different from that of the training entity’s head office):
……………………………………………………………………………………………………………….
……………………………………………………………………………………………………………….

The student trainee’s registration at the ULB must be complete and up to date.
During the training period and for the duration of the current academic year, the registration of the trainee at the Université Libre de Bruxelles means that the student retains his/her status.

**Article 3: Content of Training and terms and conditions of supervision**

Aim(s) of the training period:
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Description and nature of duties or functions to be performed by the trainee (please describe as precisely as possible):
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Implementing rules for these duties or functions:

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Material at the trainee’s disposal: except exceptional circumstances, the trainee student will have a daily access to a connected computer.

**Methods of integration of a student trainee:**

**Training supervisor** (contact person from the training entity responsible for the trainee):

Mr. / Ms. …………………………………………………………………………………………………
Function: ……………………………………………………………………………………………
Tel: …………………………………… Fax: ……………………………………………………………
E-mail: ………………………………………………………………………………………………

**ULB contact person in case of difficulties** *(Academic supervisor)*:

Mr / Ms ………………………………………………………………………………………………
Tel.: …………………………………… Fax: ……………………………………………………………
E-mail: ………………………………………………………………………………………………

**Article 4: Trainee obligations**

During his/her training period, the trainee must submitted to all internal rules and regulations of the training entity and must comply with all the instructions relating to the organisation of the training period which will be communicated to him/her by the relevant officials.

Any sick leave must be backed up by a doctor’s certificate.

The trainee must also acknowledge that any information to which he/she has direct or indirect access in performance of his/her duties at the training entity will be considered as confidential, unless otherwise provided in writing. Under no circumstance may the trainee disclose this information, whatever its nature and content, in any way during or after the training period and he/she will not use it on his/her own behalf of any third-party.
Article 5: Risk assessment

In application of the Royal Decree (AR) of 21 September 2004 on the protection of trainees on work placements (amended by the AR of 30/09/2005) and in accordance with said decree, the Host Institution declares that the trainee (cross out the option not selected)

- will not be exposed to any hazard during the work placement and, as a consequence, must not undergo any medical examination if he/she has undergone one less than five years ago;
- will be exposed to hazard during the work placement and, as a consequence, must undergo a medical examination

Should a risk exist necessitating health monitoring under the terms of the law, the Institution would like to (cross out the option not selected)

- perform itself the health monitoring associated with the trainee’s activities;
- make use of the free service offered by the ULB-Erasmus-Bordet Joint Prevention and Work Protection Department (Service Commun de Prévention et de Protection au Travail) to monitor the trainee’s health.

For this purpose, the Institution shall provide the “Application form: trainee health monitoring” (see Annex 1) AND a document compiled by the host institution describing the risks assessed at the trainee’s workplace. This document must cover:

- a description of the workplace,
- the preventive measures to be applied,
- the necessity for health monitoring,
- mandatory examinations and/or vaccinations,
- measures with regard to maternity protection,
- the contact data of the prevention counsellor - company doctor at the place of work.

The trainee, once he/she has these TWO documents, must ring up the ULB-Erasmus Occupational Medicine Department (Tel. 02 555 37 80) for an appointment. The actual check-up takes place either at Solbosch or Erasmus. Whatever the case, the conclusion of the health monitoring examination is specified on the health assessment form (see Annex 1) and handed back to the trainee (with a copy sent to the Bioengineer school).

Article 6: Premature termination

In case of a failure to comply with any of these obligations by any of the parties, any other party may terminate the contract if, following service of a written notice, the defaulting party does not remedy his/her failure within 8 days. This will also include any case of misconduct by the trainee, in which case the ULB retains the right to take disciplinary measures against the trainee. However, the convention could come to an end in case of major force events.
Article 7: Compensation

Except in the case of a particular agreement between the trainee and the training entity, the training period will not be remunerated without any prejudice to the possibility of the trainee of receiving some form of compensation.

Article 8: Insurance / civil liability

1. Insurance against accidents and waiver *

For accidents occurring while travelling between home and the place of work, the Trainee is covered by the ETHIAS 45.045.747 insurance policy. Similarly, for accidents at work, he is covered by the ETHIAS 65.695.22 policy.

In the case of an accident the internship coordinators undertake to inform the ULB (the academic mentor) forthwith and to have the accident recorded by a doctor. The Trainee must inform the ULB’s insurance department without delay of the accident using the form available on the University’s website:
http://www.ulb.ac.be/df/docs/accstage.pdf

If the accident happens while travelling between home and the place of work, the Student should use the following form: http://www.ulb.ac.be/df/docs/accident-smap.pdf

2. Third-party liability cover and waiver *

The ULB has signed a contract with ETHIAS (policy no. 45.072.897) providing third-party liability cover for its students. This covers the Trainee during his internship but not while travelling between home and place of work. Damages to the Trainee’s property are explicitly excluded from the cover. It is agreed that as part of the internships organised by the University, the guarantee of third-party liability cover also applies to the Trainee’s designated internship coordinators. This extension of cover applies only in cases of lack of cover or after all other cover available to the internship coordinators (in particular all professional liability cover) has been applied.

*Items 1 and 2 – The policy includes a clause stating that Ethias waives its right to take action against the management and employees of the Host Company, except in cases of gross negligence.

3. Insurance cover when travelling abroad (illness – accident – repatriation)

When doing a internship abroad, the Trainee is covered by the terms and conditions of the ETHIAS policy no. 45.084.129 – 24/7 tel. - ETHIAS Assurances: tel. 00/32.4.220.30.40 – E-mail ethias-assistance@ethias.be

Article 9: Training Report

At the end of the work placement, the Trainee will provide a Portfolio and the ULB will ask an evaluation of the Trainee’s work to the Training supervisor. A report will be communicated to the training entity at its specific request; this report will remain strictly confidential at all times.
Article 10: Validation of the training period

The validation of the training period will be under the competence of the academic supervisor responsible for the course which it concerns.

Article 11: Disputes

Any dispute relating to this Agreement comes under the jurisdiction of the Brussels courts. Any special provision is to be annexed to this Agreement and countersigned by the parties. Should any such special provision contradict the terms of this Agreement, the provisions set forth in the latter shall take precedence.

Article 12: Suspension clause

This agreement is concluded under suspension condition that the student trainee will have completed a minimum of 45 Ects of the Master 1 program at the end of the first session organized.
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Read and approved
The trainee
Signed at ............
dated .....

The training
On the training entity
Signed at ............
dated .....

The academic supervisor

| Signature | Signature | Signature |

Signed at................
dated .....................

By delegation of the Deans of the Faculty of Science and of the Brussels School of Engineering, the President of the Bioengineer School, for the University

**VISA OF THE training coordinator**

**Signature**

**N.B.: The President signs the last**