

VOLUNTARY INTERNSHIP AGREEMENT

*This internship takes place only without any remuneration.
The Faculty could require that the voluntary internship takes place only outside term time
(See art. 3).*

BETWEEN:

1. The **Université libre de Bruxelles**, a university acting as a legal person by virtue of the law of 12 August 1911, amended by the law of 28 May 1970 and the decree of 31 March 2004, having its registered office in Av. Franklin Roosevelt, 50, 1050 Brussels, Belgium, and represented by the academic mentor

Mr./Ms Name.....**PIRSON**.....Surname...**Georges**
Hereinafter referred as the "ULB" or the "University"

2. (Name of the organization hosting the internship)

represented by Mr./Ms. Name.....Surname
Address : Av. Nr
Postal number..... Locality Country
Tel:..... Fax:
E-mail:
Hereinafter referred as the "Host Company" or the "Host Institution".

3. **Mr./Ms.**

A student studying..... Programme number
Registration number
Tel:..... Fax:
E-mail:
Hereinafter referred to as the "Student" or the "trainee".

Each individually hereinafter referred to as a "party" and collectively as the "parties".

Article 1: Subject of the Agreement

This agreement governs the relations between the parties and their respective rights and obligations within the framework of the organisation of the internship figuring in the programme of ..Architecture

Article 2: The Student's status

The main purpose of the internship is to allow the practical application of the theoretical knowledge acquired at the ULB and to complete the Student's professional training.
The internship is organised by the management of the Host Company in close collaboration with the ULB. The Host Company shall under no circumstances require the Student to undertake tasks not within the scope of his/her training.

The internship shall take place from to full-time
 part-time

Working days and hours:

Address where the internship will take place (*if different to the one stated above in the Host Company*):

Av.

Postal number Locality Country

The Student must remain registered at the ULB.

For the duration of the internship and within the limits of the current academic year, the Student's registration at the Université libre de Bruxelles will allow him/her to preserve his/her student status.

Article 3: Period

The voluntary internship may take place during term time or outside term time ¹ (i.e. at weekends, during public holidays when university activities are suspended, or during school holidays). The student has to be present at courses and evaluations.

Article 4: The Student's Obligations

During the internship, the Student must adhere to the Host Company's internal rules and regulations and to the instructions given by those in charge of organising the internship.

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

The Student undertakes not to keep in his/her possession, take away or copy any document of any kind belonging to the Host Company without the prior agreement of the Host Company's representative. The University itself undertakes that its staff shall respect the confidentiality of all information it may become aware of through the Student's internship.

Article 5: Risk assessment

The Host Institution agrees to comply with the provisions of Book X of the Code of Well-being at work of April 28, 2017, related to specific categories of workers, and in particular articles X.4-3 to W.4-8 related to the prevention of risks, adapted to trainees.

In accordance with this legislation, the Host Institution communicates the results of the risk analysis to the ULB before the start of the internship.

These results indicate in particular²:

1. that any type of health monitoring is unnecessary;
2. that appropriate health monitoring applies;

¹ Cross out where not applicable.

² Cross out options not selected.

3. that specific health surveillance applies;
4. if applicable, the nature of compulsory vaccinations;
5. the need for immediate preventive measures related to maternity protection.

If the internship activity covered by this agreement requires health monitoring, the Host Institution³:

- a) carries out the monitoring required, via its internal or external service responsible for medical monitoring;
- b) calls the prevention advisor-occupational doctor of the Joint Prevention and Work Protection Department (*Service Commun de Prévention et de Protection au Travail*)

For this purpose, the Host Institution communicates the “Application form: trainee health monitoring” (see Annex 1) **AND** the risks analysis related to the internship 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 for an appointment Service de Médecine du Travail ULB-Erasme (Tél. 02 555 37 80). 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 Faculty)⁴.

Article 6: Early termination.

Should either party fail to respect its obligations under this agreement, each other party may terminate this Agreement, after formal notice has been given to the party at fault and when this has not been acted upon within 8 working days.

This will also apply in the case of any misconduct on the part of the Student, whereby the ULB retains the right to apply disciplinary measures.

Article 7: Compensation

³ Cross out the option (a or b) not selected.

⁴ A reimbursement will be done by the “Fond des Maladies professionnelles”.

Unless otherwise agreed between the Student and the Host Company, the internship takes place without any remuneration⁵, though the Student may be compensated for any expenses incurred.

Any remuneration for the student needs to be discussed between the Student and the host company, as the University cannot take part in such matters.

The insurance included in the internship agreement only take effect in case of a gratuity (e.g. contribution to the cost of transport, shelter costs...) but will NOT cover the student if the internship is remunerated with a salary.

If a salary is paid, the company has to issue its own agreement and its own contract/insurance.

In case of gratuity (e.g. contribution to the cost of transport, shelter costs...), please complete the table below.

Description	Amount

Article 8: Insurance / civil liability

The student will not be covered by the assurances if he/she has not paid the ULB registration fees.

*1. Insurance against accidents and waiver **

For accidents occurring on the way from his/her home to the internship workplace or vice-versa, the Student is covered by ETHIAS insurance policy 45.045.747. Similarly, for any accident at the internship workplace, he/she is covered by ETHIAS insurance policy 65.695.22.

In the case of an accident the internship coordinators undertake to immediately inform the ULB (the academic mentor) and to have the accident recorded by a doctor.

The Student must inform the ULB's insurance department without delay of the accident using the form available on the University's website.

If the accident occurs while travelling between home and the internship workplace or vice-versa, the Student should use the form available on the University's website.

If, however, the Student and the Host Company have reached a specific paid internship agreement, the Student will not be covered by the above-mentioned policies (policy no.

⁵ And without prejudice to the gratuity provided by French law, for the benefit of the intern for any internship of a duration greater than 308 hours, and to the compensation provided for by Luxembourg law, for any internship lasting more than 4 weeks.

45.045.747- 65.695.22). In that case, the Host Company undertakes to insure the Student against personal accidents at the workplace and while travelling between home and workplace.

*2. Third-party liability cover and waiver **

The ULB has signed a contract with ETHIAS insurance policy no. 45.072.897 providing third-party liability cover for its students. This covers the Student during his/her internship but not while travelling between home and workplace. Damages to the Student'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 Student's designated internship coordinators. This coverage extension applies only in cases of lack of cover or after all other cover available to the internship coordinators (in particular all professional liability coverage) has been applied.

****Items 1 and 2 – The policy includes a clause stating that Ethias waives its right to take any 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 an internship abroad, the Student is covered by the terms and conditions of 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 : Special obligations

This agreement having been concluded in the specific context of the health crisis resulting from the spread of the Covid-19, the host entity undertakes that the conditions of the internship comply with government directives on safety and hygiene at work.

In the event of a breach from the host entity, the ULB and / or the trainee reserve the right to terminate this agreement without compensation, if a formal notice sent in writing to the host entity is not followed up by execution within 8 days.

Article 10 : Force majeure

In the case of an event of force majeure, including new government restrictions on movement, social distancing, and / or others measures in the context of the fight against the Covid 19, the two parties shall consult with the objective of:

- either to postpone the execution of the contract to a later date,
- or to arrange the contract in such a way that its execution is in accordance with government rules.

Failing to postpone or adjust it, the contract will be dissolved and, if the agreement provides a remuneration for the trainee in application of article 7, give rise to a statement between the host entity and the trainee.

Article 11: Disputes and special provisions

Any dispute relating to this Agreement comes under the jurisdiction of the Brussels courts.
Any special provision to this agreement must be the subject of an amendment signed by the parties.

The present agreement can take its effects only when the voluntary trainee will have transmitted to the academic mentor this document, duly completed and signed, in 3 original copies. Two copies provided with the agreement of the academic mentor will be put back to the student.

Drawn up and signed in triplicate in Brussels on
Each party acknowledges having received his own original copy.

For the Host Company

For the University,
academic mentor

*(Signature and stamp
cachet)*

*(Signature and stamp
cachet)*

The Student

(Signature)