

**Hosting organization : :**

Internship agreement

Coordinator in charge

Cédric Boey (internship.EPB@ulb.be)

Academic coordinator

Frédéric Robert

Associated courses

STAG-H-500,-501,-502,-505,-506

**Intern :**

Internship to obtain the diploma certifying the studies of Civil Engineer

****

**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 Frédéric Robert , the Dean of the École polytechnique de Bruxelles.

 Hereinafter referred as the “ULB” or the “University”

1. **Organization hosting the internship**

address

represented by Mr/Ms

Phone:

Email:

Hereinafter referred as the “Host Company” or the “Host Institution”.

1. **Student**

Phone:

Registration number:

Email :

Registered in the Master:

Programme number:

 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 program. This internship is part of the trainee master program in order to obtain the diploma certifying the studies of Civil Engineer

**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.

**This internship will be included in the 2023-2024 Master program of the intern this in order to obtain a diploma attesting that the intern has completed studies in civil engineer.**

The internship is organised by the management of the Host Company in close collaboration with the bureau d’appui pédagogique of the École polytechnique de Bruxelles. 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

Working days and hours:

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

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 maintain/preserve his/her student status.

**Article 3 : Internship content and supervision**

Objective(s) of the internship:

Description and nature of the tasks or functions assigned to the Student (*to be specified as precisely as possible*):

Specific modalities with regard to the execution of these tasks or functions:

**Company supervisor** (person assuming responsibility for the Student during the internship) :

Mr./Ms.

Position :

Phone:

Email:

**Academic supervisor** (responsible for the pedagogical supervision of the student) :

Mr./Ms.

Phone:

Email:

**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 particular:

[ ]  that any type of health monitoring is unnecessary;

[ ]  that appropriate health monitoring applies;

[ ]  that specific health surveillance applies ;

[ ]  if applicable, the nature of compulsory vaccinations;

[ ]  the need for immediate preventive measures related to maternity protection.

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

[ ]  carries out the monitoring required, via its internal or external service responsible for medical monitoring;

[ ]  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 (Tél. 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 Faculty)[[1]](#footnote-1).

**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**

Unless otherwise agreed between the Student and the Host Company, the internship takes place without any remuneration[[2]](#footnote-2), 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, 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. 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: Internship report**

At the end of the internship, the student shall submit a portfolio describing the work done and any personal output related to the work internship. This portfolio is considered in the final evaluation of the internship. The ULB also requests the Host Company to assess the student’s work.

**Article 10: Internship certification**

Internship certification is within the responsibility of the academic supervisor and the internship jury.

**Article 11 : Protection of personal data**

ULB and the Host Company comply with the General Data Protection Regulation (EU 2016/679) (GDPR), in accordance with the provisions set out in Annex 2 to this agreement.

**Article 12: Special provisions**

Any special provision to this agreement must be the subject of an amendment signed by the parties.

**Article 13: Disputes**

Any dispute relating to this Agreement comes under the jurisdiction of the Brussels courts.

**Article 14: Suspension clause**

This agreement is concluded under suspension condition that the student trainee will have completed a minimum of 40 ECTS of the Master 1 program at the end of the first session organized.

**Signatures**

Academic supervisor

Fait à : …………….

Le : ………………….

*Signature*

Visa academic coordinator (C.Boey or VUB coordinator for 6 ECTS internships)

Dean of EPB

Fait à : …………….

Le : ………………….

*Signature*

Stamp

Company supervisor

Fait à : …………….

Le : ………………….

*Signature*

responsible for the company (if different from

Fait à : …………….

Le : ………………….

*Signature*

Trainee

Fait à : ……………………..

Le : ………………………….

*Signature*

1. A reimbursement will be done by the “Fond des Maladies professionnelles”. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)