**Contract of practical training (unpaid) for students in the context of their education**

Between:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and legal entity), registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Hereinafter called the ‘Traineeship Provider’;

And

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name student), domicile \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter called the ‘Trainee’;

And

1. **University of Antwerp**, public institution with legal personality, with registered offices at Prinsstraat 13, 2000 Antwerp, duly represented by Prof. Dr. Alain Verschoren, Rector (or by delegation, the Trainee’s Supervisor), who entrusts the execution of this Agreement to Prof. Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter called ‘The University of Antwerp’ and the ‘Trainee’s Supervisor’.

Parties agree upon the following :

**Article 1. Definitions**

* 1. “Background Knowledge”: information, data, know-how, and the associated intellectual property rights, which are owned or controlled by the Traineeship provider or University of Antwerp and effectuated before the starting date and outside the scope of the Traineeship.
	2. “Foreground Knowledge”: information, data, know-how produced during the execution of the Traineeship.

**Article 2. General provisions and goal of the Traineeship**

The Traineeship Provider accepts as a Trainee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, mentioned above, born on\_\_\_\_\_\_ at\_\_\_\_\_\_\_.

Trainee is enrolled as a student at the University of Antwerp in the academic year\_\_\_\_\_\_-\_\_\_\_\_\_ in the faculty of \_\_\_\_\_\_\_\_\_under following student number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Traineeship has as goal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, according to the objectives of the educational program or the course stipulated in the study program of the student.

The Traineeship will take place at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (actual address).

**Article 3. Duration**

The training period starts on \_\_\_\_\_\_\_\_\_\_\_\_(date) and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date).

**Article 4. Obligations of the University of Antwerp and the Trainee Supervisor**

The Trainee’s Supervisor is an employee of the University of Antwerp and is the contact person of the University of Antwerp concerning the execution of the Trainee ship.

The Trainee’s Supervisor is in charge of the organization and preparation of the Traineeship and the supervision on the educational guidance and evaluation of the student. The Trainee’s Supervisor will keep in touch with the Mentor (see next paragraph). The Trainee’s Supervisor confirms by signing this agreement to provide the Mentor the information about the course and the objectives of the course ‘Traineeship’ (see article 2) in time. The Trainee’s Supervisor will also provide the Mentor the criteria of evaluation in time.

The Mentor is a physical person who will act in name of the Traineeship Provider and who will be the contact person of the Traineeship Provider concerning the execution of the Traineeship. The Mentor will guide the student during the execution of the Traineeship by giving him directions, guidelines and feedback. The Mentor will supervise the performance of the student.

The Trainee’s Supervisor appointed by the University is:

Prof. Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name supervisor + department + phone number + e-mail)

The Mentor appointed by the Traineeship Provider is:

Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (function, name Mentor + phone number + e-mail)

The Trainee’s Supervisor of the University of Antwerp and the Mentor will observe the evolution of the Traineeship and will assure a smooth communication and collaboration in order to provide a fluent execution of the Traineeship.

**Article 5. Study Program**

The Traineeship is foreseen in the study program of the student at the University of Antwerp and will take place during the period foreseen in the study program.

**Article 6. Prevention and wellbeing**

The Mentor provides the Trainee with the necessary information and counseling within the framework of the prevention policy relating to the health and well-being of the employees and those considered as equals, as defined by the law on Well-being and the Codex on Well-being. The Royal Decree of 21 September 2004 concerning the protection of Trainees is applicable to this Traineeship.

The Traineeship Provider will take care of the medical supervision and medical care by submitting a risk analysis form and a workstation form.

A risk analysis will take place previous to the Traineeship. This risk analysis, which will form integral part of this agreement (see attachment), will be provided by the Trainee ship Provider. Regarding the results of the risk analysis a health surveillance will take place. This health surveillance will be financed by the Trainee ship Provider.

The Traineeship Provider will deliver the completed workstation form to the Trainee previous to the Traineeship.

This workstation form incudes at least a description of the workstation, a description of all possible risks, a description of the prevention measures to bear in mind and a description of the obligations of the Trainee.

The workstation form will describe as well the working method according to which the University of Antwerp and the Traineeship Provider with mutual agreement will fulfill their obligations.

The Traineeship Provider and the Trainee will inform the Internal Department for Prevention and Protection at Work of the University of Antwerp immediately, with all means possible, about incidents, accidents, risks, deceases or any other fact, which occurred during the Trainee ship and could compromise the physical and psychological integrity of the Trainee. Within 48h an elaborate written story will be submitted to the Internal Department of Prevention of the University of Antwerp.

**Article 7. Evaluation and proof of the Traineeship**

The Traineeship Provider will encourage the success of the Traineeship, taking into account the study program laid down by the University of Antwerp.

At the end of the Traineeship the Traineeship Provider will deliver a proof of Traineeship which includes:

* A detailed specification of the job function of the Trainee;
* The duration of the Traineeship;
* The evaluation according to the criteria, given by the Trainee’s Supervisor.

**Article 8. Absences**

The Traineeship Provider will notify the Trainee’s Supervisor responsible at the University of Antwerp each time the Trainee is absent during days that have been allocated to the execution of his Traineeship. Before the start of the Traineeship all parties will be provided with a timetable indicating the days and hours during which the Traineeship will be carried out. The Trainee’s Supervisor will take appropriate measures involving the student.

**Article 9. Unpaid nature**

The Trainee has no right to claim a salary from the Traineeship Provider or from the University of Antwerp, therefore this agreement will never be legally considered as an employment contract.

Seeing as the Trainee is not an employee, he will not be subject to social security and therefore no social security costs can be charged to the Traineeship Provider or to the University of Antwerp.

**Article 10. Insurance**

10.1 The legislation on industrial accidents is applicable to the Trainee according to the Royal Decree 13 June 2007 in adaption of Royal Decree 25 October 1971 expanding the range of applicability of the legislation on industrial accidents to Trainees.

University of Antwerp is responsible for providing an insurance policy with respect to industrial accidents as a result of the traineeship activities.

10.2 University of Antwerp is also responsible for providing an insurance policy covering the civil liability for errors committed by the Trainee. University of Antwerp is insured to cover its own civil liability.

10.3 If a Trainee should come into contact with potentially dangerous equipment’s during his/her Traineeship, the Traineeship Provider will provide an additional insurance policy covering the risks involving these dangerous equipment’s, including physical injuries of the Trainee and the civil liability of the Trainee.

10.4

The University of Antwerp and it’s insurer will renounce their right of redress towards the Traineeship Provider and the Mentor, though only when there are no (more) warranties by an insurance policy provided by the Traineeship Provider. And the Traineeship Provider and the Mentor and their insurer will renounce their right of redress towards the University of Antwerp, the Trainee’s Supervisor and the Trainee.

The University of Antwerp and the Traineeship Provider confirm that their insurers will accept these renunciations of their right of redress and that the insurers will record these in their resp. policies.

**Article 11. Other legal and regulatory obligations**

The Traineeship Provider and the Trainee commit themselves to abide all legal provisions and regulations applicable to the Traineeship and the Traineeship agreement, including the employment regulation of the Traineeship Provider.

**Article 12. Deontological obligations Trainee**

The Trainee binds himself to comply during the execution of the Traineeship with:

* The statute of Student of the University of Antwerp, with including disciplinary rules;
* In case this applies the ethical code, the regulations with respect to the industrial sector and the house rules of the Traineeship Provider.

**Article 13. Intellectual Property Rights**

Each party grants the other party an non-exclusive, non-transferable license on that part of its Background Knowledge which is necessary for the execution of the Traineeship.

Parties will use the Background Knowledge, for which they received a license, only for the purpose of the Traineeship and will treat it as confidential as determined in article 14. The license will automatically expire when this contract is terminated or comes to an end or when the execution of the Traineeship is terminated, whichever comes first.

This contract does not foresee any other rights on the Background Knowledge of the Parties but these mentioned in this article, and does not contain a transfer of rights on Background Knowledge. Any adjustments, extensions and improvements established to the Background Knowledge during the execution of the Traineeship, will remain at all times the property of the inputting Party.

The Intellectual Property Rights on the Foreground Knowledge as created by the Trainee in the execution of the Traineeship will become property of the University of Antwerp according to article 6 of the Education- and Examenregulation of the University of Antwerp, who will transfer these rights to the company.

**Article 14. Confidential Information**

The Trainee binds himself to comply with the needs of discretion, confidentially and secrecy concerning cases, data and information available for the Trainee during the execution of his Traineeship.

If necessary the Traineeship Provider will read the relevant obligations to the Trainee at the beginning of the Traineeship.

The Trainee will not disclose any personal, confidential or secret information he learned upon during the execution of his Traineeship, and this during and after the Traineeship.

The Trainee will not take or sent any documents (or copies) which where entrusted to him/her during the execution of the Traineeship outside of the workplace.

The Trainee will accept no commitment or will not act, professionally and non - professionally in cases he has come into contact with or has knowledge of during his Traineeship.

The Trainee acknowledges that, notwithstanding potentially criminal charges or claims of damages, any breach of this article means the end of the Traineeship and, if necessary, disciplinary measures will be taken by the University of Antwerp.

**Article 15. Dispute resolution – termination of the agreement**

Disputes arising between the Mentor and Traineeship Provider on the one hand and the Trainee on the other hand will be brought to the Trainee’s Supervisor who will try to mediate between parties and can make an appeal to the ombudsman of the faculty.

If the mediation does not lead to a solution, parties accept that the Traineeship and the contract can be ended immediately:

- By the University of Antwerp, the Traineeship Provider and the Trainee in case of a severe violation of the contract or the applicable regulations by one of the other parties and/or in case of misbehavior or unwillingness by one of the other parties.

- By the University of Antwerp and the Traineeship Provider in case of unjustified absence of the Trainee.

The Traineeship can be ended by each party when the physical or psychological health of the Trainee is at stake.

All cases of termination of the contract can only be permitted when parties discussed the situation in advance. The notification will be given to the other party by certified mail.

The termination of the contract and the Traineeship must be notified to the other party with a written motivation.

This Agreement is drawn up in three (3) copies of which each Party acknowledges to have received one signed copy.

|  |  |  |
| --- | --- | --- |
| For Traineeship Provider | For Student/Trainee  | University of AntwerpOn behalf of the Rector  |
|  |  |  |