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## VOLUNTARY INTERNSHIP AGREEMENT

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*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.....Surname .....  
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 .....  
Faculty .....

### **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: .....  
.....

The internship academic year (the academic year of the Student Annual Programme) :  
..... (ex : 2018/19).

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 <sup>1</sup> (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**

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

a) that the trainee does not need health monitoring when considered as not being exposed to any risk, insofar as the trainee has had a school medical check-up within the last five years:  
YES – NO <sup>2</sup>

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<sup>1</sup> Cross out where not applicable.

<sup>2</sup> Cross out the option (a or b) not selected.

b) that the trainee need health monitoring because the trainee is considered as being exposed to a risk

Should any risk subsist requiring health monitoring under the terms of the law, the Host Institution would like to<sup>3</sup>

- a) perform itself the health monitoring associated with the trainee's activities;
- b) make use of the 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 Host 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 Faculty) <sup>4</sup>.

### **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<sup>5</sup>, 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.

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<sup>3</sup> Cross out the option (a or b) not selected.

<sup>4</sup> A reimbursement will be done by the “Fond des Maladies professionnelles”.

<sup>5</sup> Under French legislation, compensation is mandatory.

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 (accommodation expenses and costs for travel) | 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: <http://www.ulb.ac.be/df/docs/accstage.pdf>

If the accident occurs while travelling between home and the internship workplace or vice-versa, the Student should use the following form: <http://www.ulb.ac.be/df/docs/accident-smap.pdf>

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 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](mailto:ethias-assistance@ethias.be)

### **Article 9: Disputes and special provisions**

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

Any special provision shall be annexed to this agreement and countersigned by all parties.

Should any such special provision and the terms of this Agreement differ, the provisions set forth in the latter shall prevail.

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.

The Student

For the Host Company

For the University,  
academic mentor

*(Signature)*

*(Signature and stamp  
cachet)*

*(Signature and stamp  
cachet)*