## This agreement must be signed by the parties and submitted to the academic internship supervisor of the relevant master program **before** the internship actually starts.

## It must be complemented by the risk assessment form introduced in article 10.

## Only those internships whose agreements have been duly registered can be credited as part of a study program.

# STUDENT INTERNSHIP AGREEMENT

**Between:** 1. The University of Liège

*Laboratory/Department/Unit …*

Having its registered office at Place du 20 Août, 7

4000 Liège, Belgium

Represented par *Mr.Ms Full name, Title*

(hereafter referred to as the "academic supervisor")

Herafter referred to as: "the University"

2.Mr/Ms Full name

Domiciled at *Address*

*Address*

*Address*

Regular student at the University of Liège in the master program in…

Hereafter referred to as the "student trainee"

**And :** ***…***

Having its registered office at

*Address*

*Address*

Represented by Mr/Ms Full name, position

Hereafter referred to as the "Host Institution"

It is agreed as follows.

## Article 1

The University and the Host Institution agree to pool their efforts and to coordinate their work to organize the internship of the student trainee at the Host Institution.

The traineeship will start on the … … 20.. and end on the … … 20...

## Article 2

The main aim of the internship is to ensure the practical application in a professional context of the teaching received by the student trainee as part of his or her studies in ….

In this context, the Host Institution

* will take into consideration the student trainee’s training requirements when selecting the work which he or she is allocated to and will support the University in ensuring that student traineeships are managed by competent specialists;
* will strive to make available to the student trainee all resources necessary for him or her to complete its traineeship, from the point at which this agreement is signed;
* will not, under any circumstances, impose upon student trainee any tasks which are outside its training.

## The Host Institution will inform the University as soon as possible of any issues which may arise during the traineeship and which are likely to affect its implementation.

## Article 3

During the traineeship, the student trainee will endeavor to accomplish the tasks assigned to him/her as part of the internship, and work in accordance with the regulations of the Host Institution — particularly in terms of hours, hygiene and safety as well as medical visits — and the relevant ethical rules.

For the duration of the traineeship within the Host Institution, the student trainee remains under the responsibility of the University. As such, the tasks carried out during the traineeship are monitored by the academic supervisor.

All other practical modalities will be agreed between the traineeship supervisor within the Host Institution and the academic supervisor within the University, who are responsible for ensuring that the student trainee complies with them.

In the event of breach of these regulations, the University and the Host Institution reserve the right to interrupt the traineeship.

## Article 4

The legal terms and conditions under which the traineeship is organized must make sure that the student trainee retains his/her status of student of the University of Liège for the whole duration of the internship at the Host Institution. No service contract can therefore be signed between him/her and the Host Institution.

The student trainee will not be remunerated and, as such, will not be subject to Belgian social security legislation; no contributions can therefore be due by the University.

The local legislation and regulations on financial bonus and company internships apply.[[1]](#footnote-1) A financial bonus complying with these regulations can be or, as the case may be, must be granted to the student trainee as long as this does not affect the legal and fiscal status of the student trainee with respect to the Belgian legislation. In particular, the Host Institution may provide a bonus or gratification, notably in the form of a prize, aiming to encourage and reward the student trainee for his/her work which has been particularly valuable.

When appropriate, the Host Institution will cover the corresponding social security contributions.

Unless specified otherwise, all costs which are directly or indirectly linked to completion of the traineeship, such as costs of travel carried out within the context and previously approved by the traineeship supervisor within the Host Institution, bibliographical research, material and analysis will be covered by the Host Institution. The compensation for these expenses incurred by the student trainee cannot be considered as a salary or remuneration.

## Article 5

In the event of an accident occurring during the journey to or from the traineeship, the student trainee will be covered by the same guarantees as if the accident had occurred during its journey to or from the University, within the terms and conditions of the contracts signed by the University.

For all accidents which occur on the premises where the traineeship takes place, the University’s accident at work policy will cover the student trainee, in line with the provisions of the Royal Decree of 13 June 2007.

The student trainee’s civil responsibility is covered by an insurance policy taken out by the University.

The Host Institution declares, as far as it is concerned, to be insured in terms of civil responsibility, in line with the regulatory provisions in force.

When the Host Institution makes a vehicle available to the student trainee, they must check that the vehicle insurance policy covers its use by the aforementioned student trainee. In all circumstances, the University declines all responsibility in the event of damage caused to the vehicle.

## Article 6

The student trainee is bound by professional secrecy. As such, he/she will be obliged during the traineeship and subsequently, to observe confidentiality to third parties in relation to all matters to do with his or her activity during the traineeship and, more generally, anything which he or she gained direct or indirect knowledge of during the traineeship.

As part of the academic recognition and assessment of his/her traineeship, the student trainee is allowed to write and print a report or thesis about his/her activities at the Host Institution and the results that he/she obtained as well as to publicly defend this report or thesis in front of an academic jury set up by the relevant bodies of the Faculty of Applied Sciences.

Article 7 (optionnal) : ❒ The provisions of this article do apply*.*

❒ The provisions of this article do not apply

The student trainee, the Host Institution and the University agree, for the duration of this agreement and for a period of five years following its termination, to respect the confidentiality of and not disclose to third parties without the formal and prior agreement of the other parties, any confidential information which they obtained as part of the student trainee’s traineeship.

The following information is not confidential:

* information that has generally become publicly available during publication or later, other than by fault or negligence of the party who received the information;
* information that has been legally obtained by a third party and is not subject to a confidentiality obligation;
* information that is known prior to communication to the party who receives them as the result of its own research and for which the party is responsible for providing proof;
* information that belongs to the parties and is made public by the parties themselves.

The Host Institution and the University agree to ensure that all members of their staff as well as sub-contractors and other third parties (particularly subsidiaries and other related companies) respect this confidentiality agreement. This obligation of confidentiality cannot hinder the drafting, printing and defence of the traineeship report in accordance with the regulations of the University nor prevent the training student from using his/her report or thesis as a reference.

The report or thesis will be drafted under the control of the academic supervisor and the supervisor at the Host Institution, if any.

Prior to the public defence, the student trainee will submit a copy of his/her report or thesis to his/her supervisor at the Host Institution. Those pages with confidential information will be numbered and marked as "Confidential ».

After its approval by the supervisor of the Host Institution, the report or thesis will be submitted to the members of the academic jury who have previously signed a secrecy agreement.

The University agrees, upon written request from the Host Institution, not to publish nor make accessible the traineeship report.

The parties will agree, where necessary, upon additional measures to protect information to be taken during drafting the traineeship report, in agreement with the academic regulations of the University.

## Article 8.

*Tick the appropriate option.*

* Option 1: The results that are obtained by the student trainee during his/her traineeship at the Host Institution will belong to the Host Institution who will have exclusive rights to exploit them.
* Option 2: The results that are obtained by the student trainee during his/her traineeship at the Host Institution will be jointly owned by the Host Institution and the University who will have the right to exploit them.
* Option 3: The results that are obtained by the student trainee during his/her traineeship at the Host Institution will belong to the University who will have exclusive rights to exploit them.

Notwithstanding the above, the University will retain ownership of the methods and know-how developed by the academic supervisor at the University and/or the student trainee at the time of this agreement. The University will also retain exclusive ownership of the knowledge previously acquired in the area in question.

*Tick the applicable specific provisions, if any.*

* The Host Institution agrees, should results or data generated entirely or partly during the student trainee’s traineeship, to acknowledge the University’s contribution towards obtaining them.
* In the event of industrial exploitation and/or commercialization of such results, the University may receive a percentage of royalties calculated based on the net sales of these results or products including them, to be determined at a later stage by joint agreement between the Host Institution and the University. The University will allocate these sums in line with its internal regulations.
* In the event that work develops inventions which are likely to be patented, the patents will be taken out by the Host Institution in its own name and in agreement with the University, and will mention the names of the University inventors.

## Article 9

The University provides no guarantees of any sort and declines all responsibility in terms of the use and exploitation by the Host Institution or third parties of the results obtained by the student trainee during the course of its traineeship.

## Article 10

Pursuant to the Royal Decree of 21 September 2004 relating to the protection of trainees, a risk assessment form completed by the traineeship supervisor in the Host Institution is attached to this agreement.

## Article 11

All aspects of this agreement are governed by the laws of Belgium.

The Parties will strive to amicably resolve any disputes which occur between them in relation to execution of this agreement.

In the event of persistent disagreement, the complaint will be submitted to the Courts of Liège.

Signed at …, on … … 20..

In three (3) original copies, each Party confirming they have received their own copy.

For the Host Institution, For the University,

The student trainee

1. In particular, in the case of a French Host Institution, the legal provisions of the decree n° 2008-096 dated 31/01/2008 apply. [↑](#footnote-ref-1)