**INTERNSHIP AGREEMENT**

Please check off if applicable:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Bachelorproef  BK |  | Geïntegreerd project  BK |  | Masterproef  BK |  | Stage –  Bouwkunde |  |
| Bachelorproef  CE |  | Geïntegreerd project  Industriële biotechnologie |  | Masterproef  CE |  | Stage –  Chemie |  |
| Bachelorproef  NT |  | Geïntegreerd project  Ontwerp en Productie |  | Masterproef  EM |  | Andere |  |
| Basisafstudeerproject  EA-ICT |  | Geïntegreerd project  Automatisering |  | Masterproef  EN |  |  |  |
| Basisafstudeerproject INF |  | Geïntegreerd project  NT |  | Masterproef  EA-ICT |  |  |  |
|  |  | Geïntegreerd project  Energie |  | Masterproef  NT |  |  |  |
|  |  |  |  | Masterproef INF |  |  |  |

Between parties:

Universiteit Hasselt, a public law institution sui generis, having its registered offices at Martelarenlaan 42, B-3500 Hasselt, Belgium, acting within the framework of the joint program of Engineering Technology of Universiteit Hasselt and KU Leuven,

hereinafter referred to as “the UHasselt” or “joint program”;

and

[Name, address, company] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as “the host institution”;

and

[Name, surname student]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

student at the Faculty of Engineering Technology in the joint program of UHasselt and KU Leuven living at [address student] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as “the intern”

it is agreed as follows:

1. The internship starts at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall last until\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The internal supervisor[[1]](#footnote-1) for the joint program is [Name, surname]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The external supervisor at the host institution is [Name, surname]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The intern carries out the internship as a student of UHasselt and therefore cannot be considered as an employee of the host institution. There is no employment agreement between the intern and the host institution. The intern shall not receive any payments from the host institution and shall not be subject to social security.
2. UHasselt maintains (i) a work injury compensation insurance and (ii) an insurance against civil liability claims that might be brought against the intern or the UHasselt.

In accordance with art. II.355/1 of the Codex on Higher Education, the intern is only liable for the damages caused to third parties or the host institution in the event of fraud or gross negligence. For slight negligence, the intern is only liable when it occurs rather ordinarily than coincidental. The host institution is responsible for its own errors and omissions that cause physical or material damage to the intern.

The insurance policies are valid for all internship activities. However, during transportation between the UHasselt and the place of internship on the one hand, and between the intern’s place of residence and the place of internship on the other hand, only the work injury compensation insurance of UHasselt shall apply.

1. In agreement with the host institution, the internal supervisor can visit the intern during the activities of the intern at the host institution. During any such visit, the normal working standards shall not be disturbed.
2. The intern shall observe all applicable rules, regulations, instructions and procedures of the host institution i.a. with respect to discipline, privacy and ethical standards. He/she shall carry out the tasks appointed to him/her efficaciously to the best of his/her ability. However, UHasselt cannot be held liable if the internship project is not delivered according to the expectations of the host institution, nor will UHasselt complete the internship project in lieu of a student.
3. The intern shall be present during normal working hours and shall immediately provide a written notice to both the internal supervisor and external supervisor in case of illness or other circumstances which prevent him/her from completing the internship. (S)He shall do this conform the applicable rules of the Education and Examination regulation for students from UHasselt.
4. The intern, the internal supervisor, the external supervisor and the host institution will treat each other with the necessary respect and shall refrain from any willful conduct before, during and after the internship that would adversely affect another party to this agreement.
5. The intern agrees that the joint program and the host institution exchange information for the intern’s evaluation and supervision. The Host institution and UHasselt will take all appropriate measures and guarantees to process the personal data of the intern in accordance with the General Data Protection Regulation (EU 2016/679). The host institution shall keep all personal information regarding the intern confidential. This duty of confidentiality shall maintain in existence after the termination of the internship.

The intern shall keep confidential any and all confidential information[[2]](#footnote-2) made known to him/her during and after the course of the internship. Except with the explicit authorization of the host institution and the internal supervisor, no confidential information shall be disclosed to any third party.[[3]](#footnote-3)

The intern can only use confidential information for the execution of this agreement and the confidential information remains property of the host institution. The host institution acknowledges the right of the intern to present a poster with abstract on his internship project at the poster fair of UHasselt, which is a requirement to graduate. The intern and UHasselt have the right to show the poster on fairs and information moments. In case the intern processes confidential information of the host institution, the intern will submit every publication on the achieved results made possible by this agreement for approval. The host institution has a period of 14 calendar days to comment on the publication regarding the removal or anonymization of confidential information.

If the intern does not receive comments within the 14 calendar days period, the publication is ought to be approved by the host institution. Further, the intern will act in accordance with the deontology of the profession to which the program leads and acts discrete. The intern will act in accordance with the deontology applicable to the profession he is trained for and performs his duties with the necessary discretion.

If the confidential information contains personal data, the intern must always comply with the General Data Protection Regulation (EU 2016/679) and seek the advice of the Data Protection Officer of the host institution and/or of UHasselt when processing personal data.

1. The host institution shall immediately report to the internal supervisor any and all infringements of articles 6-9 of this agreement and any injury that might occur.
2. The intern shall submit a written report of the internship to both the internal supervisor and the external supervisor.
3. The host institution shall issue an evaluation that confirms to what extent the internship has been completed to an acceptable standard. An authentic copy of this attestation shall be delivered to the internal supervisor. This condition is met either if the original and signed copy is delivered to the internal supervisor in person or by means of an e-mail transmission addressed to the internal supervisor of a digitally signed copy (e.g., a copy signed via DocuSign or a scan of the original copy in pdf format).
4. Under the Belgian “welzijnswet” (law on the welfare of employees) dd. 04.08.1996, student-interns are considered to be employees, subject to a compulsory medical examination. Inparticular, the royal decree of 21.09.2004 concerning the protection of interns applies. Hence, the following is being agreed upon:

The host institution submits the results of the risk assessment to the UHasselt, if necessary supported with ancillary information.

If necessary following the risk assessment, a medical examination shall be executed by the occupational health physician of the UHasselt or the host institutiuon, who shall hand the intern a risk assessment evaluation form in threefold (one copy for the UHasselt, one for the host institution and one for the intern).

The host institution or UHasselt shall organize additional examinations or periodical occupational health examinations if this is deemed necessary.

1. The intern and the host institution commit themselves to discuss all problems with regard to the agreed obligations, the continuation, the premature termination or the evaluation of the internship with each other. If the intern or the external supervisor do not fulfil their obligations, the other party will notify the internal supervisor in writing.

The parties cannot terminate the internship prematurely without prior consultation of the other parties. The internship agreement can be terminated:

* 1. By the host institution:
* if the intern fails to comply with the obligations under art. 6-9;
* in case of serious misbehavior of the intern.
  1. By the joint program:
* if the intern by his conduct has demonstrated the incapacity to exercise a profession to which the program he follows, educates him;
* in case of unavailability of the intern;
* in case of a mismatch between the needs of the host institution and the objectives of the program;
* if the physical or mental health of the intern is endangered.

The party that wishes to terminate this internship agreement prematurely, notifies the other parties in writing.

1. The parties agree that all disputes arising from this agreement are submitted to the exclusive jurisdiction of the Hasselt courts. Disputes will be settled in accordance with Belgian Law.
2. Contact information of the partners:

**Internal supervisor (university)**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**External supervisor (company)**:

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Intern**:

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The present agreement is made and signed in three copies in Hasselt, each Party acknowledging receipt of one copy.[[4]](#footnote-4)

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of this Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

For the **host institution**

[Signature] [Signature]

Name, surname representative] [Name, surname]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[function]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ External supervisor

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The intern**

[Signature]

[Name, surname]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the **joint program**

[Signature] [Signature]

Prof. dr. ir. Ronald Thoelen [Name, surname]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean faculty of Engineering Technology Internal supervisor

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The internal supervisor is a staff member of UHasselt of KU Leuven. [↑](#footnote-ref-1)
2. Confidential information means all information and data communicated as confidential by the host institution to the intern for the execution of this agreement, with the exception of information that (a) is publicly available; (b) was rightfully learned by the intern from a third party who is not under any requirement not to disclose the information; (c) that was known by Intern or UHasselt before the date it received the Confidential Information from the host institution (d) that was independently developed by Intern or UHasselt without using the Confidential Information of the host institution; or (e) that has to be revealed by law or by a court’s decision on the condition that the intern notifies the host institution. Confidential data in this agreement also means all personal data within the meaning of the General Data Protection Regulation (EU 2016/679). [↑](#footnote-ref-2)
3. with the exception of the internal supervisor if he needs to know in the context of adequate supervision or grading of the intern. [↑](#footnote-ref-3)
4. Attachment: risk assessment form [↑](#footnote-ref-4)