

## Internship Training Contract

between:

- The University of Mons (UMONS), whose headquarters is located at B7000 Mons - 20 Place du Parc, represented by Professor Calogero CONTI, Rector of the University of Mons,

Hereafter referred to as "UMONS";

and

The institute of origin, Indian Institute of Technology Guwahati, whose headquarters is located at Guwahati, represented by *Gautam Barua, Director of IITG*, Hereafter referred to as the "IITG";

and

- Mr RASTOGI Prateek, 09/09/1993, A-306, Manas Hostel, IIT Guwahati, intern student, registered in Bachelor of Technology in Computer Science and Engineering (B.Tech in CSE), 3rd year and focus of the internship = An empirical study of the evolution of the open source software ecosystems),

Hereafter referred to as the "intern".

The three signing parties agree to the following:

### Article 1. Objectives of this agreement

The present agreement governs the relationship between the institute of origin, UMONS and the intern.

### Article 2. Objective and content of the internship (possibility to specify further details)

The internship is carried out in the framework of the academic programme in which the intern is registered and has the main objective of ensuring the practical application of the teaching provided at IITG.

This internship is compulsory for the student to obtain a B.Tech Degree in IITG.

The content of the internship is established depending on the general programme of the IITG and the student's specialisation.



Under no circumstances will interns be required to perform tasks that are not an integral part of their education. If this rule is not respected, the parties reserve the right to cancel this internship agreement, in conformity with article 11.

### Article 3. Duration

The internship will take place from 10 May 2013 through 15 July 2013.  
The effective duration of the internship is 2 months.

The student's presence on the site of the internship is compulsory. Any sick leave must be justified by a medical certificate. The internship supervisor of UMONS monitors the presence of the student and warns the internship director of the institute of origin of any unexcused absence.

### Article 4. The responsible parties

The director of the internship within the institute of origin is *Alina Khare*, who will ensure the supervision of the internship for the institute of origin.

The supervisor of the internship within UMONS is Tom Mens, who will be charged with supervising the intern on the site of the internship at UMONS.

Any question related to the execution of the internship will be solved in concertation between both persons.

### Article 5. Status of the intern

For the duration of the internship, the intern remains a full-time student and must be duly registered and have paid fees in full at the institute of origin. The intern may at any time be required to produce his student identity card.

In no case does this internship agreement lead to an employment contract or a student job as referred to in the law of 3 July 1978.

The intern must at all times be able to present this internship agreement if so required for social security legislation.

### Article 6. Insurance

The civil liability that could be incumbent on the intern because of damages caused to third parties during the internship as well as any bodily harm that could occur to the student during his internship and/or on the way to and from the internship site are covered by the DEXIA and ETHIAS insurance policies taken out by UMONS, within the limits of the general and special conditions of those policies.

In case of an accident, the internship supervisor is to immediately contact the UMONS insurance officer, Mr. Hugues KANABUS (rue du Parc 23 - Mons, tel: +32 (0)65/37 37 48) and the UMONS prevention officer, Mr. Freddy DECOT (Joncquois site - Mons, tel: +32 (0)65/37 45 92).

If the internship entails an activity that has a direct or indirect link to explosives or nuclear materials, the internship director must first inform Mr. Hugues KANABUS (rue du Parc 23, tel: +32 (0)65/37 37 48) in advance.



#### Article 7. Compliance with the rules that are in force

UMONS agrees to comply with all laws and regulations that are applicable to student interns.

The intern is committed to doing his best in performing his internship duties in compliance with the regulations of UMONS and the imperative safety measures. The intern must also follow the ethical rules that are inherent in the professional setting and for the activity that is being practised.

In case of failure by the intern to comply with the obligations, the internship supervisor may put an end to the internship in accordance with article 11, after having given written notice to the internship director of the institute of origin (without prejudice to the application of the disciplinary regulations of UMONS or the institute of origin).

#### Article 8. Confidentiality

Unless otherwise stipulated in writing, the intern is subject to professional secrecy and will therefore not disclose to other parties, in any way, shape or form, any confidential information to which he has direct or indirect access during the internship. Information is not considered confidential if it is already in the public domain or if the student can establish that it was already in his possession before the disclosure by UMONS or if the student would have obtained it from another party not bound by an obligation of confidentiality with UMONS.

The institute of origin is committed, both for itself and for its staff, to respecting the confidential information that is known because of the student's internship.

Unless written approval has been provided by UMONS, at the end of the student's stay in UMONS, the intern must return all documents, materials or equipment that has been placed at his disposal during the course of the internship.

#### Article 9. Evaluation of the internship

At the request of the director of the internship from the institute of origin, the internship supervisor from UMONS is to fill out an internship certificate, which includes the dates of the beginning and end of the internship, a description of the tasks given to the intern and an assessment of the student's performance (regularity, motivation, quality of the work, general behaviour).

#### Article 10. Medical protection of interns

The medical protection of interns is guaranteed in accordance with the regulations in force (Royal Decree of 21 September 2004).

Before the beginning of the internship, UMONS is to transmit to the Faculty Office the results of the workplace risks analysis. It specifies if medical supervision is necessary and the nature of any required supervision. It also mentions any vaccinations that the intern has to receive and the eventual measures to take in terms of pregnancy prevention.

If the risk analysis shows that the intern does not run any risks, medical supervision is not required. Otherwise, the intern has to undergo a physical examination, before the beginning of the training, in order to determine if she/he is physically able to perform the tasks required.



For the prior medical examination, UMONS calls upon an external prevention and industrial medicine office (Prevention and Industrial Medicine Office of the French and German Communities of Belgium, located at 5 Rue des Arquebusiers, 7000 Mons).

#### Article 11. Termination

In case one of the parties does not meet its obligations, the other party notifies the "failing" party in writing. If the failing party does not react within 5 days of notification, the injured party may terminate the present agreement with immediate effect.

#### Article 12. Jurisdiction and applicable law

The present agreement is subject to Belgian law. In case of non settlement, the Courts of Mons will be competent to give a ruling on any dispute that may arise in the carrying out and/or the interpretation of this agreement.

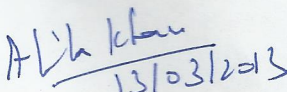
Guwahati, 22/Feb/2013

Issued in 3 original copies, each party acknowledging receipt.


For the institute of origin,

For UMONS,

The intern,

  
(Signature with the mention  
"read and approved").

(Signature with the mention  
"read and approved")

  
(Signature with the mention  
"read and approved")

**Dr. Alika Khare**  
Dean of Academic Affairs and Professor  
Department of Physics  
Indian Institute of Technology Guwahati  
Guwahati 781 039, Assam, INDIA