

Learning Agreement

Student Mobility for Traineeships

Sarah Mary Jacob
Academic Year 2023/2024

Trainee	Last name	First name(s)	Date of birth	Nationality ¹	Sex [M/F]	Study cycle ²	Field of education ³
	Jacob	Sarah Mary	20/ 04 1996	Indian	F	EQF Level 7	ISCED-F: 07 (Biomedical Engineering)
Sending Institution	Name	Faculty/ Department	Erasmus code ⁴ (if applicable)	Address	Country	Contact person name ⁵ ; email; phone	
	UGent	Engineering and Architecture/ Biomedical Engineering		Faculty of Engineering and Architecture Jozef Plateauststraat 22 9000 Gent	Belgium	Prof. Dr. Ir. Patrick Segers ; Patrick.Segers@UGent.be	
Receiving Organisation /Enterprise	Name	Department	Address; website	Country	Size	Contact person ⁶ name; position; e-mail; phone	Mentor ⁷ name; position; e-mail; phone
	TU Delft	Mechanical, Maritime, and Materials Engineering	TU Delft; Mekelweg 2, 2628 CD Delft	The Netherlands	<input type="checkbox"/> < 250 employees <input checked="" type="checkbox"/> > 250 employees	Dr. ir. Gerwin Smit; Assistant Professor; G.Smit@tudelft.nl	Dr. ir. Gerwin Smit; Assistant Professor; G.Smit@tudelft.nl

Before the mobility

Table A - Traineeship Programme at the Receiving Organisation/Enterprise

Planned period of the mobility: from [month/year] August 2023 to [month/year] February 2024

Traineeship title: Design of a Cloud-walker (Exoskeleton)

Number of working hours per week: 32-40

Detailed programme of the traineeship:

The traineeship will focus on the development/ improvement of a cloud-walker, passive exoskeleton, for people with quadriplegia. More specifically the trainee will Undertake tasks concerning:

- Literature research
- Patient needs
- Designing/ Adding to the present cloudwalker design for a more natural gait

Knowledge, skills and competences to be acquired by the end of the traineeship (expected Learning Outcomes):

Knowledge on:

Biomechanics of walking; Patient requirements; Fabrication techniques (laser cutting, 3D printing); Design of a medical device; Scientific writing/ Reporting/ Literature review.

Monitoring plan: Biweekly meetings

Evaluation plan:

30% work through the semester; 50% dissertation text/ product; 20% presentation (tentatively)

The level of **language competence**⁸ in English [indicate here the main language of work] that the trainee already has or agrees to acquire by the start of the mobility period is: A1 ☐ A2 ☐ B1 ☐ B2 ☐ C1 ☐ C2 ☐ Native speaker ☒

Table B - Sending Institution

Please use only one of the following three boxes:⁹

1. The traineeship is **embedded in the curriculum** and upon satisfactory completion of the traineeship, the institution undertakes to:

Award 24 ECTS credits (or equivalent)¹⁰

Give a grade based on: Traineeship certificate ☐ Final report ☒ Interview ☐

Record the traineeship in the trainee's Transcript of Records and Diploma Supplement (or equivalent).

Record the traineeship in the trainee's Europass Mobility Document: Yes ☐ No ☒

2. The traineeship is **voluntary** and, upon satisfactory completion of the traineeship, the institution undertakes to:

Award ECTS credits (or equivalent): Yes ☐ No ☐

If yes, please indicate the number of credits:

Give a grade: Yes ☐ No ☐

If yes, please indicate if this will be based on: Traineeship certificate ☐ Final report ☐ Interview ☐

Record the traineeship in the trainee's Transcript of Records: Yes ☐ No ☐

Record the traineeship in the trainee's Diploma Supplement (or equivalent).

Record the traineeship in the trainee's Europass Mobility Document: Yes ☐ No ☐

3. The traineeship is carried out by a **recent graduate** and, upon satisfactory completion of the traineeship, the institution undertakes to:

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Award ECTS credits (or equivalent): Yes ☐ No ☐

If yes, please indicate the number of credits:

Record the traineeship in the trainee's Europass Mobility Document (*highly recommended*): Yes ☐ No ☐

Accident insurance for the trainee

The Sending Institution will provide an accident insurance to the trainee (if not provided by the Receiving Organisation/Enterprise):
Yes ☐ No ☒

The accident insurance covers:

- accidents during travels made for work purposes: Yes ☐ No ☒- accidents on the way to work and back from work: Yes ☐ No ☒The Sending Institution will provide a liability insurance to the trainee (if not provided by the Receiving Organisation/Enterprise): Yes ☐ No ☒

Table C - Receiving Organisation/Enterprise

The Receiving Organisation/Enterprise will provide financial support to the trainee for the traineeship: Yes ☐ No ☒

If yes, amount (EUR/month):

The Receiving Organisation/Enterprise will provide a contribution in kind to the trainee for the traineeship: Yes ☐ No ☒

If yes, please specify:

The Receiving Organisation/Enterprise will provide an accident insurance to the trainee (if not provided by the Sending Institution): Yes ☐ No ☒


The accident insurance covers:

- accidents during travels made for work purposes: Yes ☐ No ☐- accidents on the way to work and back from work: Yes ☐ No ☐The Receiving Organisation/Enterprise will provide a liability insurance to the trainee (if not provided by the Sending Institution):
Yes ☐ No ☒

The Receiving Organisation/Enterprise will provide appropriate support and equipment to the trainee.

Upon completion of the traineeship, the Organisation/Enterprise undertakes to issue a Traineeship Certificate within 5 weeks after the end of the traineeship.

By signing this document, the trainee, the Sending Institution and the Receiving Organisation/Enterprise confirm that they approve the Learning Agreement and that they will comply with all the arrangements agreed by all parties. The trainee and Receiving Organisation/Enterprise will communicate to the Sending Institution any problem or changes regarding the traineeship period. The Sending Institution and the trainee should also commit to what is set out in the Erasmus+ grant agreement. The institution undertakes to respect all the principles of the Erasmus Charter for Higher Education relating to traineeships (or the principles agreed in the partnership agreement for institutions located in Partner Countries).

Commitment	Name	Email	Position	Date	Signature
Trainee	Sarah Mary Jacob	SarahMary.Jacob@Ugent.be	Trainee	12/ Jul/23	
Responsible person ¹¹ at the Sending Institution	Patrick Segers	Patrick.Segers@UGent.be	Professor		
Supervisor ¹² at the Receiving Organisation	Gerwin Smit	G.Smit@tudelft.nl	Asst. Professor		

During the Mobility

Table A2 - Exceptional Changes to the Traineeship Programme at the Receiving Organisation/Enterprise

(to be approved by e-mail or signature by the student, the responsible person in the Sending Institution and the responsible person in the Receiving Organisation/Enterprise)

Planned period of the mobility: from [month/year] till [month/year]

Traineeship title: ...

Number of working hours per week: ...

Detailed programme of the traineeship period:

Knowledge, skills and competences to be acquired by the end of the traineeship (expected Learning Outcomes):

Monitoring plan:

Evaluation plan:

After the Mobility

Table D - Traineeship Certificate by the Receiving Organisation/Enterprise

Name of the trainee:

Name of the Receiving Organisation/Enterprise:

Sector of the Receiving Organisation/Enterprise:

Address of the Receiving Organisation/Enterprise [street, city, country, phone, e-mail address], website:

Start date and end date of traineeship: from [day/month/year] to [day/month/year]

Traineeship title:

Detailed programme of the traineeship period including tasks carried out by the trainee:

Knowledge, skills (intellectual and practical) and competences acquired (achieved Learning Outcomes):

Evaluation of the trainee:

Date:

Name and signature of the Supervisor at the Receiving Organisation/Enterprise:



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¹ **Nationality:** Country to which the person belongs administratively and that issues the ID card and/or passport.

² **Study cycle:** Short cycle (EQF level 5) / Bachelor or equivalent first cycle (EQF level 6) / Master or equivalent second cycle (EQF level 7) / Doctorate or equivalent third cycle (EQF level 8).

³ **Field of education:** The [ISCED-F 2013 search tool](http://ec.europa.eu/education/tools/iscsed-f_en.htm) available at http://ec.europa.eu/education/tools/iscsed-f_en.htm should be used to find the ISCED 2013 detailed field of education and training that is closest to the subject of the degree to be awarded to the trainee by the sending institution.

⁴ **Erasmus code:** a unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education (ECHE) receives. It is only applicable to higher education institutions located in Programme Countries.

⁵ **Contact person at the sending institution:** a person who provides a link for administrative information and who, depending on the structure of the higher education institution, may be the departmental coordinator or will work at the international relations office or equivalent body within the institution.

⁶ **Contact person at the Receiving Organisation:** a person who can provide administrative information within the framework of Erasmus+ traineeships.

⁷ **Mentor:** the role of the mentor is to provide support, encouragement and information to the trainee on the life and experience relative to the enterprise (culture of the enterprise, informal codes and conducts, etc.). Normally, the mentor should be a different person than the supervisor.

⁸ **Level of language competence:** a description of the European Language Levels (CEFR) is available at: <https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

⁹ **There are three different provisions for traineeships:**

1. Traineeships embedded in the curriculum (counting towards the degree);
2. Voluntary traineeships (not obligatory for the degree);
3. Traineeships for recent graduates.

¹⁰ **ECTS credits or equivalent:** in countries where the "ECTS" system it is not in place, in particular for institutions located in Partner Countries not participating in the Bologna process, "ECTS" needs to be replaced in all tables by the name of the equivalent system that is used and a weblink to an explanation to the system should be added.

¹¹ **Responsible person at the sending institution:** this person is responsible for signing the Learning Agreement, amending it if needed and recognising the credits and associated learning outcomes on behalf of the responsible academic body as set out in the Learning Agreement. The name and email of the Responsible person must be filled in only in case it differs from that of the Contact person mentioned at the top of the document.

¹² **Supervisor at the Receiving Organisation:** this person is responsible for signing the Learning Agreement, amending it if needed, supervising the trainee during the traineeship and signing the Traineeship Certificate. The name and email of the Supervisor must be filled in only in case it differs from that of the Contact person mentioned at the top of the document.



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ANNEX to the LEARNING AGREEMENT

This document is an annex to the learning agreement for UGent students doing a (credit) traineeship embedded in the curriculum.

1.Object of the contract

1.1.Traineeship

The contract holds for traineeship activities whose nature and duration are described in the Ghent University study programme overview and which are performed by the trainee at the employer in the execution of a traineeship within a time frame stipulated in the Ghent University study programme overview.

1.2.Unpaid

The student is not entitled to any form of remuneration by either the traineeship procurer/provider (except for a fee for costs) or Ghent University.

Neither the traineeship procurer/provider nor the traineeship mentor appointed by the traineeship procurer/provider are remunerated by Ghent University.

2.Execution of the traineeship

2.1.Duration and period

If at the time of the agreed start date, the student does not meet the conditions for commencing the traineeship (for example, by not having obtained a credit for one or more course units stipulated as pre-requisites), the traineeship contract is dissolved by law without giving rise to any right to compensation for any of the parties concerned.

The student, the traineeship mentor and the traineeship supervisor at UGent will, prior to the start of the traineeship, exchange a work schedule detailing the timing of the traineeship activities.

2.2.Promoting successful performance

The traineeship procurer/provider will promote the successful execution of the traineeship and to that effect, s/he will honour the programme agreed with Ghent University. In selecting activities to be performed by the student, the traineeship procurer/provider will particularly consider the student's educational needs.

2.3.Coordination of supervision

The traineeship mentor is an identified individual within the traineeship procurer/provider, charged with providing guidance to the student.

The traineeship supervisor is an identified individual and the contact person within Ghent University for the traineeship procurer/provider for all matters related to the execution of the traineeship.

The traineeship mentor and the traineeship supervisor will monitor the progress of the traineeship and, if necessary, will contact each other to ensure its correct and unhampered execution.

2.4.Monitoring absence

The traineeship mentor will inform the supervisor whenever the student is absent from any arranged traineeship activities.

2.5.Meeting duties

The traineeship procurer/provider and the student agree to honour the following contracts and regulations:

- all legal requirements and regulations that apply to the traineeship and the traineeship contract
- the education and examination code of Ghent University
- the traineeship regulations of Ghent University
- the traineeship contract

The student also agrees to honour the following regulations and duties in the execution of the traineeship :

- the disciplinary regulations of Ghent University,
- if applicable, the ethics, industry regulations and house regulations of the traineeship procurer/provider,
- all obligations of discretion, confidentiality and secrecy relating to files, data and information which the student is exposed to during the traineeship.

The mentor will inform the student at the start of the traineeship of any relevant duties and/or regulations.

3. Status of the student under social law

3.1. No employment contract

In view of the absence of remuneration, the traineeship contract does not qualify as an employment contract.

3.2. Exemption from social security payments for employees

As the student is not an employee, the student is exempted from social security payments for employees and as such, neither the traineeship procurer/provider nor Ghent University are to be charged with any form of social security contribution.

3.3. Industrial accidents

The law on industrial accidents conforms to the Royal Decree of 13 June 2007, which amended the Royal Decree of 25 October 1971 to extend the applicability of the Law on Industrial Accidents of 10 April 1971 to trainees.

Ghent University provides the legally required industrial accidents insurance coverage for the student during traineeship activities.

4. Prevention ensuring Student Health and Welfare

The traineeship procurer/provider provides the student with all relevant information and training within the context of the prevention policy related to the health and welfare of employees and persons considered equal in status to employees, as stipulated by the Law on Welfare and the Codex for Welfare.

In addition, the traineeship procurer/provider draws up:

- a risk analysis of the work place
- a workstation sheet

All information can be found here (students have to observe the obligations prior to the traineeship):
<https://www.ugent.be/student/nl/meer-dan-studeren/gezondheid/medische-info-stage/overzicht.htm>

5. Reporting and assessment

At the end of the traineeship, the traineeship procurer/provider submits a written document as proof of the execution of the traineeship, which details the nature of activities performed by the student, the duration of the traineeship and an assessment of the performance of the student.

These documents are submitted to the supervisor.

6. Termination of the traineeship contract

The traineeship contract can be terminated immediately:

- by Ghent University, the traineeship procurer/provider or the student in case of the following events:
 - serious breach of the contract or of relevant regulations
 - misconduct or malevolence
- by Ghent University or the traineeship procurer/provider in case of the following events:
 - illegitimate absence of the student
 - when the traineeship is found to be inefficient and not useful
- by Ghent University and the student in case of the following events:
 - when the physical or psychological health of the student is endangered.

In such cases, the revoking party informs the other parties through a letter providing an explanation for the termination.

7. Liability

Regarding civil liability of the traineeship provider and the trainee the following applies.

The traineeship provider is the one who appoints the trainee in the sense of article 1384, part three of the Civil Code and is therefore mandatory liable for damages caused by the trainee in the execution of the traineeship.

The trainee is only personally liable for his or her deceit, major fault and usually occurring minor fault.

The above-mentioned liability of the traineeship procurer/provider, for damages towards third parties as well as for damages towards the traineeship procurer/provider itself, is insured within the policy civil liability of Ghent University, this within the policy conditions and limits. For the damages caused by the trainee to goods of the traineeship procurer/provider with which or on which the trainee works, the section 'goods in care' of the policy is applicable.

The above-mentioned personal liability of the trainee is not covered by the policy.

In case foreign legislation states that Ghent University as the education institution, or the trainee are mandatory liable for actions of the trainee in the execution of the traineeship, this civil liability will be covered by the policy civil liability of Ghent University, with the exception of deceit, major fault and usually occurring minor fault.

The civil liability of Ghent University itself is covered by its policy civil liability, this within the policy conditions and limits.

8.Disputes

Any disputes concerning the traineeship procurer/provider regarding the application or execution of the traineeship contract are to be heard only by courts of East-Flanders (section Ghent).
