

## **Rights and duties**

### **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 parties ensure that they shall respect human rights.

The parties commit themselves to respect the European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) as well as the national applicable laws. The trainee states having knowledge of the General Data Protection Policy of Ghent University, more in particular the "Generic Code of Conduct for the processing of personal data and confidential information" of Ghent University (see <https://www.ugent.be/nl/univgent/privacy/gedragscode-persoonsgegevens.htm>) and to observe these.

The parties may share personal data of individuals involved in the collaboration such as: name, business telephone, address, and email ("business contact information"). Each party may store and otherwise process such business contact information. The parties agree that business contact

information will only be processed for administrative purposes to the limited extent as required for the performance of this agreement. If the processing of other than business contact information by the trainee on behalf of the traineeship provider / procurer is necessary for the performance of this agreement, the trainee and the traineeship provider / procurer commit themselves to agree and enter into a specific agreement, if necessary. The trainee processes this data under the authority of the traineeship provider/procurer.

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**

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/studeren/stage/medische-info-stage>

## 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. Force Majeure

Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement, nor for any costs or damages due to this delay or nonperformance, arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including but not limited to: acts of war or terrorism; vandalism and criminal acts or threats of the same nature; fires and explosions; natural disasters, including earthquakes, floods, storms, cyclones or other exceptional climatic conditions; civil or military disturbances; sabotage; strikes; accidents; labor disputes; acts of civil or military authority; epidemics or pandemics; governmental actions; quarantine measurements; riots; power failures; computer failure or a computer crash, whether or not caused by a computer virus, provided that all preventive measures have been taken which are technically and economically feasible, and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; or inability to obtain labor, material, equipment or transportation.

Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to inform the other parties as soon as possible and make a good faith effort to perform its obligations hereunder.

## 7. 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.

Each of the parties may terminate this agreement with immediate effect if the other party is involved in a serious or systematic violation of human rights.

## 8. Liability

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

The traineeship provider is an appointer in the sense of article 6.14, §1 of the Civil Code (article 1384, third paragraph of the old Civil Code) and is obliged liable for the damage caused by the Trainee in the execution of the traineeship (cfr. art. II.355 Codex Higher Education).

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, except when the traineeship procurer/provider is Ghent University.

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.

### **9. Disputes**

For disputes involving the Traineeship Procurer/Provider bearing upon the application or execution of this traineeship contract and when an amicable solution is not possible, only courts residing in East-Flanders, section Ghent, Belgium, have jurisdiction to hear the case. The applicable law for any legal procedure is Belgian law.