

## IMBRSea Professional Practice Regulations Cohort 2020

### 1.Object of the contract

#### 1.1.Professional Practice

The contract holds for Professional Practice activities whose nature and duration are described in the IMBRSea study programme overview and which are performed by the student at the employer in the execution of a Professional Practice within a time frame stipulated in the IMBRSea study programme overview.

The Professional Practice takes place during the first academic year of the IMBRSea programme in the period between April and June (depending on when the courses finish at the second semester university).

During the Professional Practice, the student remains registered as a student at the second semester university and at Ghent University.

#### 1.2.Unpaid

The student is not entitled to any form of remuneration by either the Professional Practice provider (except for a fee for costs) or IMBRSea.

Neither the Professional Practice provider (host organisation) nor the Professional Practice mentor appointed by the Professional Practice provider are remunerated by IMBRSea.

### 2.Execution of the Professional Practice

#### 2.1.Duration and period

A Professional Practice worth 12 credits should not exceed 2 months and should contain a workload of at least 240 hours.

If at the time of the agreed start date, the student does not meet the conditions for commencing the Professional Practice, the Professional Practice contract is dissolved by law without giving rise to any right to compensation for any of the parties concerned.

The student, the Professional Practice mentor and the IMBRSea academic supervisor will, prior to the start of the Professional Practice, exchange a general work schedule detailing the timing of the Professional Practice activities.

#### 2.2.Promoting successful performance

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

#### 2.3.Coordination of supervision

The Professional Practice mentor is an identified individual within the Professional Practice provider, charged with providing guidance to the student.

The IMBRSea academic supervisor is an identified individual and the contact person within IMBRSea for the Professional Practice provider for all matters related to the execution of the Professional Practice.

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

## 2.4. Monitoring absence

The consortium will require the student to attend the entire duration of their Professional Practice module and complete the full complement of stated hours.

Students will be required to inform their Professional Practice Supervisor and the IMBRSea Coordination Office in the event that they are unable to attend work due to ill-health. Medical certificates will be required for any absences due to health issues.

The Professional Practice mentor will inform the IMBRSea Coordination Office whenever the student is absent from any arranged Professional Practice activities without informing the mentor.

The student can take a leave of absence, provided that the residence time in the host organisation meets the minimum training period specified in the certificate. For any temporary interruption of the course (illness, maternity, unjustified absence,...) the host organisation notifies the IMBRSea Coordination Office. Any absences resulting in a shortfall of hours must be made up by the student in their own free time and with the approval of the IMBRSea Coordination Office and the Professional Practice Supervisor.

## 2.5. Confidentiality

Students agree to not use any information collected or obtained by them, including the Professional Practice report, for publication or disclosure to third parties during and after the Professional Practice without prior agreement from the institution.

The host organisation may request a restriction of the dissemination of the report, or removal of certain confidential elements. The student agrees not to hold, carry, or make copies of any documents or software, of any nature whatsoever, belonging to the host organisation, unless approved by the latter.

## 2.6. Intellectual property

When the student's work results in the creation of a work protected by copyright or industrial property (including software), the host organisation can use it when the intern agrees and a contract is signed between the intern (author) and the host organisation.

This contract must include the scope of the rights, the possible exclusivity, destination, media used and the duration of the assignment, and, when applicable, the remuneration due to the student.

## 2.7. Meeting duties

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

- All legal requirements and regulations that apply to the Professional Practice and the Professional Practice contract
- The Professional Practice regulations of IMBRSea
- The Professional Practice contract
- The education and examination code of the second semester university. The student may return to the university during the Professional Practice as part of prior obligations (courses, exams) required by the university. The student must be able to comply with the schedules of the second semester university and the IMBRSea programme.

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

- the Professional Practice Code of Conduct and the responsibilities of the student to IMBRSea (see Professional Practice guidelines),
- if applicable, the ethics, industry regulations and house regulations of the provider,

The supervisor will inform the student at the start of the Professional Practice of any relevant duties and/or regulations.

During the Professional Practice, the student is subject to the discipline and internal regulations of the host organisation, particularly with regard to schedules and the safety and hygiene regulations.

Any disciplinary action can be decided on by the IMBRSea programme. In this case, the host organisation informs the IMBRSea Coordination Office of any breaches of conduct and provides the necessary proof. In the case of a particularly serious breach of discipline, the host organisation reserves the right to terminate the Professional Practice of the student.

### 3. Status of the student under social law

#### 3.1. No employment contract

In view of the absence of remuneration, the Professional Practice 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 provider nor IMBRSea are to be charged with any form of social security contribution.

#### 3.3. Industrial accidents

In case of on-the-job injury or illness, the intern is covered by the public healthcare system. The intern is also covered by the global Ghent University insurance as each intern is officially enrolled at the University of Ghent. The insurance certificate is available on the IMBRSea website (<http://cohort2020.imbrsea.eu/insurance>).

In case of an accident (at work or on an excursion/trip associated with work) involving the intern, the host organisation agrees to send within 48 hours all relevant information to Ghent University (IMBRSea Coordination Office) in order to establish the accident report.

The law on industrial accidents conforms to the Belgian 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 interns

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

### 4. Prevention ensuring Student Health and Welfare

The 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 provider draws up a risk analysis of the work place.

### 5. Reporting and assessment

The student's work schedules are went over and agreed on by the project tutor or supervisor on the first day. At the end of the Professional Practice, the mentor completes an online form as proof of the execution of the Professional Practice and gives feedback on the performance of the student.

At the end of the Professional Practice, the host organisation provides a Professional Practice completion certificate. This certificate shall only be awarded if the host organisation (through the Tutor) and the academic contact agree on the quality of the work accomplished by the intern. The tutor and the academic contact will jointly decide on the grade.

#### 6a. Placement Difficulties Procedure – For Students

- He/she should in the first instance inform their Professional Practice Supervisor.
- If a problem persists, the student should request a meeting with the IMBRSea Coordination office/Academic Supervisor. If appropriate, a meeting should then be arranged between the employer and IMBRSea co-ordination office/Academic Supervisor with a view to seeking a resolution to the problem.

#### 6b. Placement Difficulties Procedure – For Employers

- The employer should in the first instance address any issues or problems arising with the performance of the student directly with the student, as would be the case with any other employee.
- The Professional Practice Supervisor should ask to meet with the IMBRSea Coordination office/Academic Supervisor to discuss matters.
- If these interventions fail to remedy the situation and if internal disciplinary measures are initiated in the event of a serious breach of company codes by the student, then the IMBRSea coordination office will liaise with and support any decision that the employer makes, including the termination of the student's employment. Such action may well result in the student failing the Professional Practice module

## 7a. Termination of the Professional Practice contract

In case one party wishes to terminate the Professional Practice, the other parties must be immediately informed in writing. The reasons will be examined closely during a consultation round. The final decision about the termination of the Professional Practice is taken at the end of this consultation phase.

The Professional Practice contract can be terminated immediately:

by IMBRSea, the provider or the student in case of the following events:

- serious breach of the contract or of relevant regulations
- misconduct or malevolence

by IMBRSea or the provider in case of the following events:

- illegitimate absence of the student
- when the Professional Practice is found to be inefficient and not useful

by IMBRSea 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.

## 7b. Extension of the Professional Practice contract

Any extension of the placement agreement will require an amendment to the contract. If extended, the Professional Practice end date may not exceed the current academic year.

## 8. Liability

When the host organisation lends out a vehicle to the intern, the host organisation is responsible for checking that the insurance policy covers the vehicle when used by an intern and that the student holds a valid driver's license.

When in the course of the Professional Practice, the student uses his own vehicle or a vehicle loaned by a third-party, this must be clearly passed on to the vehicle insurer stating that such use is a prerequisite for work and, if necessary, any additional premium must be paid.

Regarding civil liability of the Professional Practice provider and the intern the following applies.

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

The intern is only personally liable for his or her deceit, major fault and usually occurring minor fault. The above-mentioned liability of the Professional Practice provider, for damages towards third parties as well as for damages towards the Professional Practice 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 intern to goods of the Professional Practice provider with which or on which the intern works, the section 'goods in care' of the policy is applicable.

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

In case foreign legislation states that Ghent University as the education institution, or the intern are mandatory liable for actions of the intern in the execution of the Professional Practice, 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 IMBRSea itself is covered by its policy civil liability, this within the policy conditions and limits.

## 9. Disputes

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