

TRAINEESHIP AGREEMENT

Considering the Act of 15 May 2007 on the recognition and protection of the profession of automotive expert and establishing an Institute of Automobile Experts (hereinafter referred to as the "the Act of 15 May 2007") and in particular Article 20 thereof;

Considering the IAE Council wishes to clarify the rights and duties of the trainee and the traineeship supervisor as determined by the Traineeship Regulations;

Considering that consequently, the Council adopts the following model traineeship agreement, which includes the minimum obligations of the parties.

Between.

The trainee: Name _____
First name(s) _____
Address _____
PC _____ Location _____
Mobile phone: _____
E-mail: _____
CBE number (if applicable) _____

And.

The Traineeship supervisor : _____
(Company) Address _____
PC _____ Location _____
Telephone: _____
Mobile phone: _____
E-mail: _____
IAE number: _____
Business number: _____

Is agreed as follows:

Article 1: Duration of the agreement

The traineeship supervisor agrees to take on the above-mentioned trainee for an educational **traineeship** with a duration of 2 (two) years.

The traineeship agreement takes effect on the date of admission of the trainee to the list by the Council.

If this agreement is not the first traineeship agreement signed by the trainee and the latter is already on the list of trainees, this agreement shall take effect on
for a duration of

It should be specified that the agreement may not expire before or after the second anniversary of the date of the trainee's inclusion on the list of trainees, except in the event of a suspension of the obligations of the traineeship (Article 11§2 of the traineeship regulations) or a termination of this agreement, a withdrawal of the traineeship status and the membership of the Institute (Article 17§2 of the Act of 15 May 2007), a suspension of the trainee (Article 28§1 of the Act of 15 May 2007) and a removal of the trainee (Article 28§1 of the Act of 15 May 2007) or a reduction of the duration of the traineeship (pursuant to Article 19 of the Act of 15 May 2007).

Article 2: Trainee supervisor

In order to promote the success of the traineeship, the traineeship supervisor will take into consideration the training needs of the trainee in the choice of the tasks entrusted to him/her. To this end, he will designate the following supervisor for the trainee:

Mr _____ Title _____
Telephone ____/____/____ Mobile ____/____/____
E-mail _____

Article 3

The traineeship supervisor will inform the Traineeship Committee of any absence of the trainee during the days scheduled for the execution of the traineeship.

Article 4: Modalities of breach of contract

- 4.1. The traineeship agreement may be terminated unilaterally by either party by means of a registered letter sent the same day to both the other party and the Traineeship Committee. In this case the termination takes effect one month after the date on which the registered letter was sent (Article 7 §3 par. 1 of the traineeship regulations).

The trainee acknowledges that in the event of a breach of discipline, a deliberate violation of the provisions of the rules of procedure, in force at the traineeship supervisor's premises, whose application he accepted at the beginning of the traineeship, or unjustified absences, the traineeship supervisor may terminate this agreement under the formal conditions specified in Article 4§1 of this agreement.

Should one of the parties (the traineeship supervisor or the trainee) fail to comply with the obligations implied for him/her by this traineeship agreement and/or the Institute's traineeship regulations, the aggrieved party shall inform the Traineeship Committee in writing beforehand.

If the traineeship supervisor does not comply with his obligations as traineeship supervisor, the competent Council Chamber of the IAE may dissolve the traineeship agreement (Article 14§5 of the traineeship regulations).

- 4.2. As soon as the Traineeship supervisor is no longer on the list of traineeship supervisors, the traineeship agreement is automatically dissolved. The effects of this dissolution are effective from the day after the day on which the registered letter informing the trainee has been sent by the competent chamber (Article 7§4 of the traineeship regulations).
- 4.3. In the event that a trainee is omitted from the list or has received a disciplinary sanction of removal off the list, the traineeship agreement shall be dissolved from the date of the omission or notification of the sanction. The traineeship supervisor shall be informed by the Chamber by registered post (Article 7§5 of the traineeship regulations).
- 4.4. The agreement can always be terminated by mutual consent. In this case, the traineeship committee and the competent chamber must be informed by the traineeship supervisor by registered letter. The traineeship supervisor will enclose a copy of the agreement recording the termination dated and signed by both parties (Article 7§3 par. 2 of the traineeship regulations).
- 4.5. This agreement is automatically terminated in the event of termination of the employment or company contract between the trainee and the traineeship supervisor.

Article 5: Obligations of the traineeship supervisor

During the entire duration of the traineeship, the traineeship supervisor commits in particular:

- to train the trainee he has accepted to take charge of to the best of his abilities and skills.
- to assist, advise and instruct the trainee in his vocational training throughout the traineeship (Article 14§3 of the traineeship regulations).
- to train the trainee in his or her relations with the various market players, including his automotive expert co-workers and colleagues.
- to diversify as much as possible in the work, procedures and other services that he or she entrusts to the trainee

- to comply with all the provisions of the contract of employment or business contract concluded with his trainee on condition that they are compatible with this agreement.
- to provide the trainee with work for a minimum of 200 days of professional practice carried out in Belgium and calculated in full-time equivalent.
- to properly remunerate the trainee for the services he performs on behalf of the traineeship supervisor (Article 14§3 of the traineeship regulations).

The amount of the remuneration and the terms of payment are stipulated in the contract of employment or company contract between the trainee and the traineeship supervisor.

The scales of the collective agreement of the company to which the trainee is employed apply to the employed trainee (Article 14§4 of the traineeship regulations).

Article 6: Obligations of the trainee

The trainee agrees to comply with the provisions of the rules of procedure in force at the company, which are essential for good organisation and which are dictated by safety imperatives.

The rules of procedure are given to the trainee in writing by the traineeship supervisor at the beginning of the traineeship.

The trainee commits:

- **To comply with all the provisions of the employment or company contract concluded with his traineeship supervisor on condition that they are compatible with the present agreement.**
- **to devote the necessary time to the services that are requested from him by his traineeship supervisor with the necessary care and awareness.**
- to provide the traineeship supervisor with a minimum of 200 days of professional practice in Belgium, calculated in full-time equivalent.
- not to divert the clients from his traineeship supervisor (article 13.6° of the training regulations) and not to engage or cooperate in any act of unfair competition both during the contract and after its termination.
- to respect the customary rules of discretion and not to disclose manufacturing, operating and management processes of which he is aware, or any other information of a confidential nature.

Article 7: Insurance

The trainee will ensure that he or she takes out insurance to cover his or her civil liability.

Article 8: Traineeship reports

The traineeship supervisor will be responsible for the effective **supervision and control of the trainee's** work and will provide the Traineeship Committee, on a half-yearly basis (on the anniversary date of the trainee's registration) and on request, with a detailed report on the trainee's activities, motivating the trainee's professional assessment.

At least once a quarter, the traineeship supervisor will review with the trainee the progress of his/her traineeship, his/her capacities, and any problems that the trainee or the traineeship supervisor may encounter in the execution of this agreement.

He will communicate to the Traineeship Committee any opinion, information, suggestion or recommendation as to the steps and/or training applicable to the trainee to enable him to progress towards achieving the necessary criteria for exercising the profession of automotive expert.

At the latest by the last day of each quarter, the trainee shall send a report to the Traineeship Committee, on the basis of the model drawn up by the Chamber and available on the Institute's website, concerning the way in which he has fulfilled his traineeship obligations and the way in which he considers that his supervisor has fulfilled his own obligations towards him (Article 13§3 of the traineeship regulations).

The traineeship supervisor overviews the preparation of the traineeship reports by the trainee and comments on them, if necessary. The reports are countersigned by the traineeship supervisor (Article 14§4 of the traineeship regulations).

Article 9

The traineeship supervisor shall refrain from entrusting the trainee with dangerous work that objectively goes beyond his physical or psychological capacities or beyond his skills due to lack of experience and/or training unless the work entrusted, which is likely to perfect the trainee's professional training, is carried out in compliance with the prevention rules and in the company of an experienced person.

The trainee may refuse to perform work that is objectively hazardous considering the limitations of his or her training and skills. **In that case, he shall contact the Traineeship Committee.** The trainee shall not be left without the possibility of quickly calling upon qualified and experienced personnel.

Article 10: Other applicable provisions

In all other cases, the provisions of the traineeship regulations (as soon as they come into force) and of the employment or company contract concluded between the trainee and the traineeship supervisor apply.

Article 11: Settlement of disputes

Any dispute relating to the interpretation or execution of this contract shall be submitted to the President of the IAE Traineeship Committee, who shall attempt to conciliate the parties.

Any unresolved dispute after the intervention of the President of the Traineeship Committee shall be submitted to the competent Chamber of the Council of the IAE.

Established in, on ____/____/____ in three copies
(trainee/company/traineeship committee)

For approval,

For approval, The Traineeship supervisor	For approval, the Trainee	For approval, For the Traineeship Committee
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This traineeship agreement, duly completed and signed by the Trainee and the Traineeship supervisor, is to be returned by registered mail to the Institute Council, Boulevard de la Woluwe n°46, bte 5, 1200 BRUSSELS (Belgium).