ORDER OF ARCHITECTS

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| TRAINEESHIP AGREEMENT |

## Between architect

|  |  |
| --- | --- |
|  | Surname and first name |
|  |  |
|  |  |
|  |  |
|  | office address |
|  |  |
|  | Postal code/municipality |

Hereinafter referred to as the  **"traineeship supervisor"**

**and**

|  |  |
| --- | --- |
|  | Surname and first name |
|  |  |
|  |  |
|  | address |
|  |  |
|  | Postal code/municipality |

Hereinafter referred to as the  **"trainee"**

**and, with regard to Articles 4, 5 and 6 of the present Agreement**

|  |  |
| --- | --- |
|  | **Architects-**  **company** |
|  |  |
|  |  |
|  | Address of the registered office |
|  |  |
|  | Postal code/municipality |
|  |  |
| Represented by: | |
|  |  |
|  | Surname and first name |
|  |  |
|  | Surname and first name |
|  |  |
|  | Surname and first name |

**It is agreed as follows:**

Article 1: **Object of the agreement**

The trainee is recruited under the social status of: ..........................................................................

The traineeship supervisor ensures that the trainee carries out his activities in compliance with the deontological rules and that the trainee acquires knowledge and practical skills.

The services are performed by the trainee on a full-time basis with a minimum of 120 hours per month.

The traineeship supervisor remains at the trainee’s disposal to provide assistance and give guidelines.

Article 2: **Commencement of the traineeship agreement**

The present agreement shall commence on the date determined and approved by the council of the Order.

The parties agree that the trainee will commence his work on ..............................................

Article 3: **Duties of the trainee and traineeship supervisor**

The trainee and the traineeship supervisor enter into the commitment to comply with the traineeship regulations and its recommendations, issued by the National Council of the Order of Architects.

The traineeship supervisor and the trainee, who is considered to be an appointee of the traineeship supervisor when acting on his behalf, are the insured persons under the compulsory civil professional liability and ten-year liability insurances. The traineeship supervisor explicitly mentions the name of the trainee in the insurance contract.

Article 4: **Remuneration of the trainee**

**□ The trainee will work under employees’ status. The compensation is determined in accordance with PC 336.**

**□ The trainee will work under self-employed persons status.** The remuneration for the trainee, determined by mutual agreement between the traineeship supervisor and the trainee, amounts per hour (excluding VAT):

- first six-month period of the traineeship (0-6) : .............................................................

- second six-month period of the traineeship (7-12) : .............................................................

- third six-month period of the traineeship (13-18) : .............................................................

- Fourth six-month period of the traineeship (19-24) : .............................................................

The remuneration is paid monthly and this payment is made no later than .......... days after receipt of the fee invoice.

For a full-time availability of at least 120 hours per month, the monthly allowance is at least the allowances laid down in the guideline ‘minimum traineeship remuneration’ of the Flemish Council of the Order of Architects. The agreed traineeship allowance is indexed annually in accordance with the guideline ‘minimum traineeship remuneration’ of the Flemish Council of the Order of Architects.

All hours worked, including site visits, must be remunerated according to the agreed hourly wage rate.

**□ The trainee will work under civil servants’ status. Compensation is determined according to the applicable salary scales.**

The parties shall not enter into an agreement that stipulates lower remuneration than the remuneration laid down in the guideline ‘minimum traineeship remuneration’ of the Flemish Council of the Order of Architects.

Article 5: **Reimbursement of costs**

If the trainee has to travel on behalf of the traineeship supervisor, the traineeship supervisor pays the intern an amount of .................... per kilometre. If the journey is made by public transport, the price of using public transport will be refunded.

Travel expenses are reimbursed separately and are charged from the office.

Article 6: **Vacation**

The trainee will agree on the dates of his holidays with his traineeship supervisor in view of the necessary follow-up on the matters entrusted to him.

Article 7: **End of the traineeship agreement**

The agreement shall come to an end at:

- the removal or deletion of the trainee from the list of trainees;

- the removal, deletion or suspension of the traineeship supervisor from the table.

Either party may terminate the traineeship agreement in writing before the end of the traineeship with due regard to a reasonable notice period of at least one month.

The termination of the agreement shall at the same time be notified to the council of the Order by the party terminating the agreement.

During the notice period, all provisions of this agreement shall remain in force.

Upon termination of this agreement, the parties may, by mutual agreement, waive a notice period.

The traineeship agreement automatically ends when the trainee is registered on one of the tables of the Order.

|  |  |
| --- | --- |
| Drawn up at |  |
|  |  |
| on date |  |

in three/four copies, with each party receiving an original copy, the third/fourth copy to be transmitted to the council of the Order in accordance with Article 13 of the traineeship regulations laid down by the National Council of the Order of Architects.

|  |  |  |
| --- | --- | --- |
| The trainee | The traineeship supervisor | (Architects' company) |