

THREEX3 — BNO

Specimen Traineeship Employment Contract

TERMS AND CONDITIONS

The undersigned:

1 Company (insert Company Name here)

having its registered office at (Address)

in (Town/City)

legally represented by (Name)

(Position)

referred to below as the 'Company';

and

2 Educational Institution (insert Institute Name here)

having its registered office at (Address)

in (Town/City)

legally represented by (Mr/Mrs Name)

(Position)

referred to below as the 'Educational Institution'

and

3 Trainee (insert Student/Trainee Name here)

referred to below as the 'Trainee'

Hereby agree as follows:

4 The trainee will receive training in the period between (Dates) and

5 The trainee will receive training on the following days / morning /afternoons of the week:

— Monday – Friday Morning Afternoons

— Other;

— Hours of Work;

6 The traineeship will enable the trainee to gain relevant practical experience in the design profession. The objective of the traineeship is to give the trainee an impression of the day- to-day practice at a design agency. For that purpose, the trainee's activities will include the following:

The trainee will not perform any work for the Company outside the context of the traineeship.

- 7 During the traineeship, the trainee will remain a pupil of the Educational Institute. The traineeship forms part of the Educational Institute's curriculum.
- 8 The trainee's supervisor at the Company will be:
- (Name) (Position)
- 9 The trainee's instructor at the Educational Institute will be;
- (Name) (Position)
- 10 The trainee, the trainee's supervisor and the trainee's instructor will maintain contacts on the details of the traineeship. In the event of problems, the trainee's supervisor and the trainee's instructor must be informed as soon as possible.
- 11 The trainee will be required to observe the rules of conduct and the guidelines that apply at the Company and to follow any instructions given by the trainee's supervisor.
- 12 All intellectual property rights that apply to or can be created in respect of the results of the traineeship will be vested in the Company, unless the parties have otherwise agreed in writing. Insofar as necessary the trainee will cooperate in the transfer of the rights to the Company.
- 13 The trainee must observe confidentiality in respect of any and all information of whose confidential nature he or she is or could reasonably be aware. The same applies, insofar as applicable, to the confidential information of the Company that comes to the attention of the trainee's instructor.
- 14 If the trainee is sick, he or she must inform the trainee's supervisor and trainee's instructor as soon as possible. If the trainee cannot reach the trainee's supervisor at the Company in the short term, he or she must inform the secretariat of his or her sickness. In the event of sickness, the trainee's allowance will be continued in the customary manner for at least one month.
- 15 The trainee's instructor will decide on requests for extra leave in consultation with the trainee's supervisor. The trainee will be entitled to a proportional part of 21 days' holiday per year on a full-time basis.
- 16 The trainee will receive an allowance of €_____ per month. Where appropriate Tax/PRSI will be withheld from that allowance.
- Recommended Allowance 0-1 month €350 / 1-2 months €600pm / 3-6 months €800pm / 6 months + Statutory Minimum Wage for Training*
- 17 The trainee hereby declares that he or she will not file any claims against the Company or its employees if he or she incurs a loss related to his or her work during the traineeship, unless the Company is insured for such loss or the loss is due to intent or gross negligence on the part of the Company or its employees.
- 18 This Agreement is not an employment contract, within the meaning of such in Irish Law and is not intended as such.
- 19 This Agreement will end:
- (a) at the end of the term specified in Article 4;
 - (b) with both parties' approval;
 - (c) because the trainee is no longer registered as a pupil at the Educational Institute;
 - (d) or if such a circumstance occurs that one of the contracting parties can no longer reasonably be required to continue this Agreement. In that case this Agreement will end the moment the other parties have been informed in writing of the intention to terminate this Agreement.

Agreed and executed in triplicate originals:

in (Place)

on (Date)

the Company

the Educational Institute

the Trainee

Although this specimen agreement has been drafted with the utmost care, Three x 3 or the BNO accepts no responsibility for harm or loss of any kind whatsoever that might arise from any defect in the terms of this specimen or from its use.

With thanks to Dympe Smeets and Kitt de Jong BNO, Amsterdam