

Date:

Internship agreement

University	
On behalf of the institution:	University of Twente
Faculty/Science group/department:	Faculty EEMCS
Address:	Drienerloaan 5 7522 NB Enschede
Telephone number:	+31 (0)53 489 3847
Email:	mobility-eemcs@utwente.nl
Internship host	
Internship host/company:	
Telephone number:	
Email:	
Intern	
Name:	
Telephone number:	
Email:	

Data agreement (tick as applicable)
<input type="checkbox"/> internship agreement between the university, the Internship host and the student
<input type="checkbox"/> internship agreement between the university and the student (here the following articles do not apply: 4.6, 11.2a, 11.6, 11.7 and 13.3)

Details of agreement		
Student:	Name:	
	Address:	
	Telephone number:	
	Email:	
Non-EU/EEA student:	V-nummer Hereby declares that he/she: 1. is registered as a student at a Dutch educational institution for the term of this agreement. 2. hold a valid residence permit for study purposes which at least covers the period of the internship.	
Program me of study:	Bachelor/Master	
University mentor:	Name:	
	Address:	
	Telephone number:	
	Email:	
Internship	Name:	

supervisor:		
	Position:	
	Address:	
	Telephone number:	
	Email:	
Study advisor:	Name:	
	Telephone number:	
	Email:	
Project:	Title:	
	Subject:	
	Brief description:	
Internship period	From to	
Internship location:		
Course code:		
The number of internship ECTS credits		
Internship pay¹:	€	nett per month
Expense allowance²:	€	nett per month
Leave:	The intern is entitled to days of leave	
Optional provisions:	Declares that: Article 11(7) <input type="checkbox"/> is applicable <input type="checkbox"/> is not applicable Article 16(6) <input type="checkbox"/> is applicable <input type="checkbox"/> is not applicable	
Particulars:	<ul style="list-style-type: none"> • Please note that for certain countries (outside the EEA), a research permit may be required. (for instance: https://www.nvwa.nl/onderwerpen/nagoya-protocol) • Possibly by the final assessor in Article 6(4) approved as the competent delegate <.....>; • Any derogation from the period referred to in Article 10 (1). This term can be extended with a motivated appeal to knowledge security to a maximum of no more than 5 years and, in the case of particularly sensitive knowledge and technology with negative consequences for the national security of our country and damage to the Dutch capacity for innovation, up to <... ..> year. https://www.tweedekamer.nl/kamerstukken/brieven_regering/detail?id=2020Z23069&did=2020D48724 	
Particulars in case	<ul style="list-style-type: none"> • The intern shall have a duty to comply with the covid-19 measures applicable in the country and taken by the internship host. 	

¹ Internship pay means income from work. For tax purposes, this presupposes the existence of an employment relationship pursuant to which a salary is disbursed and social insurance premiums (including income tax) are withheld. Viewed from the perspective of labour law, there is no relationship of employment, nor is there any question of an employment contract.

² An allowance for travel or expenses is not deemed to constitute income. The internship host will not withhold income tax and premiums from a travel or expense allowance.

of emergency (due to corona)	<ul style="list-style-type: none">• The internship supervisor is the primary contact person for the Student in case of emergency.• The internship host takes responsibility if any assistance is necessary (e.g. contact with embassy).• Intern, university mentor and internship supervisor come to an alternative how the internship work plan is executed if the intern is unable to complete his internship on location.
Comment	

The following constitute an integral part of this agreement:

- the '*Internship Terms and Conditions*' appended to this certificate, which have been endorsed by the 14 universities, and the VSNU;
- National agreements on intellectual property and students: [Addendum Guidelines Intellectual Property and Students](#).

The parties to this agreement have agreed as such and signed it on _____ :

Intern	On behalf of the internship host	On behalf of University of Twente Faculty EEMCS
digital signature	digital signature	
Name:	Name:	Stephan Maathuis
	Position:	Managing Director

Only the Managing Director of the faculty is authorized to sign for an internship agreement. Please request the internship coordinator to arrange for this document to be signed for: mobility-eemcs@utwente.nl

Date:

INTERNSHIP AGREEMENT TERMS AND CONDITIONS

Article 1 DEFINITIONS

- 1.1 Study programme: a Bachelor's or Master's programme of study within the university, which is listed in the CROHO register.
- 1.2 University mentor: a study programme lecturer who assumes responsibility for supervising and assessing an internship and/or thesis on behalf of the university.
- 1.3 Internship coordinator: an internship procedural overseer acting on behalf of the department.
- 1.4 Internship regulations: regulations drawn up by the department which include the regulations that it has drawn up for internships, including their objectives and substance.
- 1.5 Internship work plan: a plan drawn up by an intern setting out the educational activities and work which have been stipulated in consultation with the department and the internship host, and which the intern will be performing during their internship. A data management plan may constitute part of this if necessary.
- 1.6 Internship supervisor: an internship host staff member who assists the intern in the workplace during their internship.
- 1.7 Internship: practical training which constitutes part of the curriculum.
- 1.8 Internship host: the organisation hosting the internship.
- 1.9 Intern: a student registered for a university study programme with whom an internship contract is concluded.

Any reference to student, intern, he or him is also deemed to refer to a female student or intern, she or her.

Article 2 PURPOSE OF THE INTERNSHIP

- 2.1 The intern shall be afforded an opportunity to acquire practical experience with an internship host for the purposes of their university course.
- 2.2 Their internship constitutes part of the curriculum. The mandatory components of the internship are set out in the applicable study guide, the Education and Examination

Regulations and/or in the internship regulations.

- 2.3 The purpose of the internship and the activities which are to be undertaken are set out in the internship work plan which is appended to this agreement as an annex.

Article 3 WORKING HOURS

The intern's working hours shall be identical to those applicable within the internship host's organisation, unless otherwise stipulated in the internship work plan. Furthermore, the intern shall be entitled to participate in educational activities at the university at the times specified in the internship work plan.

Article 4 THE INTERN'S STATUS

- 4.1 The internship is designed to extend the intern's knowledge, skills and experience for the benefit of their study programme. As such, this internship agreement does not seek to serve as an employment contract under the terms of Section 7:610 of the Dutch Civil Code, nor is it intended to be such either.
- 4.2 The intern shall remain registered as a student at the university during the internship.
- 4.3 Should the internship constitute part of the relevant curriculum, it shall occur under the responsibility and supervision of the department with which the intern is registered.
- 4.4 No restrictions may arise pursuant to the internship in relation to the intern's future work with other institutions or businesses.
- 4.5 Throughout the period referred to in Article 2, the internship host shall not enter into any other type of employment contract (temporary or otherwise) in addition to this agreement, which is also deemed to include a temporary or work assignment on any other basis.
- 4.6 The intern shall not undertake any other obligations towards the internship host, the latter's suppliers, clients or any other business associates in addition to this agreement.

Article 5 SUPERVISION

- 5.1 The internship supervisor shall oversee the progress of the internship on behalf of the internship host.
- 5.2 The internship supervisor and the intern shall consult each other with some regularity or as required for the purposes of mentoring and on a number of occasions evaluation, preferably halfway through the internship period and after it has ended.
- 5.3 The intern shall be required to submit an internship work plan to a university mentor and the internship supervisor as soon as possible after the internship commences. A university mentor and the intern shall attend a progress meeting with each other at least once.
- 5.4 The internship supervisor and a university mentor shall conduct an evaluation interview with the student at least once.

Article 6 ASSESSMENT

- 6.1 The internship supervisor shall fill in an evaluation form dealing with this in accordance with the guidelines formulated in this respect.
- 6.2 An examiner shall prepare a final assessment in accordance with the guidelines set out in the internship and/or the Education and Examination Regulations.
- 6.3 The assessment shall be discussed with the intern.
- 6.4 The examiner shall be responsible for the final assessment of the internship.

Article 7 PAY

- 7.1 In the eve the intern receives internship pay, the internship host shall withhold any salary deductions and the customary premiums.
- 7.2 The university shall not be liable for any costs incurred by the intern, not even where the internship occurs abroad.
- 7.3 The intern shall at all times be liable for any expenses that they incur in connection with the internship, even where the internship occurs abroad.

Article 8 LEAVE AND SICKNESS

- 8.1 The intern shall be entitled to leave. Leave entitlements shall accrue in accordance with the internship host's leave regulations. The internship supervisor may only accede to a request for additional leave in consultation with a university mentor.
- 8.2 The procedure for extraordinary leave and the Work and Care Act [Wet arbeid en zorg] shall in principle³ apply as they do in relation to the internship host's employees. In the event that the intern takes leave in excess of the number of agreed days of leave, the period of the internship shall be extended by the excess.
- 8.3 No leave need be taken for educational activities such as examinations, resits and internship review days.
- 8.4 In the event that they are sick, the intern shall report this to the internship supervisor in accordance with the internship host's rules. The same shall occur when reporting for duty again.
- 8.5 Where the intern is sick for longer than two (2) weeks, they shall also notify a university mentor of this.

Article 9 INTERNAL RULES AND INSTRUCTIONS ISSUED BY THE INTERNSHIP HOST

The internship host shall present the intern with its internal rules and regulations and/or codes of conduct which are applicable in relation to its staff. The intern shall have a duty to comply with those regulations. The intern shall have a duty to heed the internship supervisor's instructions.

Article 10 NON-DISCLOSURE OF INFORMATION

- 10.1 For three (3) years after it is supplied, the intern and the university shall not disclose any information which the internship host has presented in writing to the intern and the university and has marked as confidential. If a motivated appeal is made to knowledge security, this term can be up to 5 years and, under very special circumstances, may be valid for a longer period. See the cover page under Particulars.
Confidential information that is shared with the

³ For instance, this does not include care leave. Interns also do not fall under the responsibility of the in-house medical officer.

intern by word of mouth will be kept in strictest confidence by the intern.

Where necessary, the intern shall include any confidential information, if necessary and critical for the internship, in a confidential annex to their internship or other report or thesis to which a university mentor, the graduation committee and the members of the examining board and assessment committee have access.

- 10.2 University mentors, the examining board, examiners and members of the assessment committee shall enjoy access to any confidential information based on their position and legal task. They shall be bound by a duty of non-disclosure in accordance with the collective labour agreement for Dutch universities and/or a professional code.
- 10.3 This duty of non-disclosure shall not apply in relation to information which:
- was already publicly available when it was obtained; or
 - subsequently becomes publicly available other than through the actions or negligence of the intern or the university; or
 - is obtained from a third party who received it directly or indirectly from the internship host and the latter is entitled to publicly disclose or to supply it; or
 - was already in the possession of the intern or the university before the commencement of the internship, provided that it has not been obtained from the internship host directly or indirectly; or
 - the intern or the university has produced independently without using any information supplied by the internship host.
- 10.4 The internship outcomes shall constitute part of the relevant internship or other report or thesis. Where the intern gives a presentation in connection with their assignment, any graduation outcomes produced through their work shall not be deemed to constitute information which must be treated in confidence, unless explicitly stipulated otherwise in Article 12 of this agreement in highly exceptional circumstances.
- 10.5 In the event that the internship host is of the opinion that the student has failed to comply with their duty of non-disclosure, the internship host shall call upon them to account for this. The university may also call on the intern to account for this in the event that such non-

compliance occurs. Under no circumstances shall the university be liable for the intern's failure to comply with their duty of non-disclosure.

Article 11 CONFIDENTIAL INFORMATION, CONTRIBUTED KNOWLEDGE, OUTCOMES AND INTELLECTUAL PROPERTY

- 11.1 Any knowledge and know-how (background information) contributed by the university and the intern for the purposes of the internship and recorded in writing in advance, including any intellectual property rights to same, shall remain the property of or be vested in the contributing party and shall not give rise to any licence other than for the purposes of the internship.
- 11.2 Any intellectual property rights to outcomes produced by the intern while carrying out their internship, including any in an internship report, thesis or any other research findings, such as a report, written machine language and/or source code but excluding the copyright to the internship or other report or thesis shall be vested in the internship host, unless:
- the graduation outcomes were also partly produced by a university mentor (see Clause (7) of this article); or
 - the invention is not related to the subject matter of the internship assignment.
- Any copyright to an internship report, thesis or any other research findings, such as a report, shall constitute the intern's intellectual property.
- 11.3 In so far as is necessary, the intern shall assign and transfer in advance any intellectual property rights to which the internship host is entitled and which are referred to in Article 11.2 to the internship host and the latter consents to such assignment and transfer. Acting at the internship host's request, the intern shall do anything else that is required to assign such intellectual property rights, such as sign any documents needed for the assignment, application for and/or registration of such intellectual property rights.
- 11.4 Where the intern is entitled to compensation on the grounds of foregoing any intellectual property rights in accordance with the applicable law (for example, patent and copyright legislation), the Internship host shall be responsible for its payment.

- 11.5 Any prototype made for the purposes of the internship shall be the internship host's property, unless the parties agree otherwise.
- 11.6 The university shall at all times be entitled to use any non-confidential outcomes produced during the internship for its internal research purposes or its educational, public relations and/or application purposes free of any royalties. In the event that the intern produces an invention which is susceptible of being patented, they shall be mentioned as the inventor in any patent or application for same.
- 11.7 Any right to an outcome or any intellectual property right produced by a university mentor shall be vested in the university. In the event that an invention is produced which is susceptible of being patented and in respect of which a university mentor is one of the inventors, any entitlement to such invention shall be vested in the internship host together with the university. As the case may be, the university is willing to assign the ownership of any outcome or intellectual property right to the internship host in return for a competitive fee (which is still to be agreed on). In such a case the university shall receive a free licence from the internship host for educational, non-commercial research, publication and public relations purposes.
- 11.8 The parties shall notify each other in writing of any outcome which they have produced and any intellectual property right to or to be established to it before proceeding with any publication and, where applicable, the registration of such intellectual property right.
- 11.9 Unless otherwise agreed, any costs involved in the application for and/or maintenance of a patent shall be borne by the applicant.
- 11.10 The foregoing provisions shall also apply mutatis mutandis to any software which is developed in the course of a graduation project.

Article 12 RIGHT OF PUBLIC DISCLOSURE

- 12.1 The intern shall give a presentation and shall publish an internship or other report or thesis, which is deemed to include through a repository as provided for in Article 12(2). In this respect the intern shall make allowances for what is stipulated in Articles 10 and 14, and where applicable the embargo deadline on any such internship or other report or thesis. By no later than two (2) weeks before publication, the

intern shall provide the internship host with a draft of the relevant report, including its title and a summary, so as to enable the internship host to check the report for any confidential background information or patentable material. Academic integrity must also be upheld, which may also be the subject of verification. Such verification may not delay the timely uploading of the report and graduation. The intern shall comply with the university's rules governing the storage of data.

- 12.2 When uploading their internship or other report or thesis, the intern shall confer on the university the right to publish such report through its repository. In the event that the internship host is of the opinion that its actual or potential intellectual property or rights, or commercial interests may be infringed or prejudiced in this respect, the internship host may request an embargo to delay such publication for a period of no more than two (2) years. A definite embargo deadline for a report shall be determined in consultation with a university mentor and with the university's approval before it is uploaded. The intern shall not upload a confidential appendix.
- 12.3 An embargo shall not apply in respect of any meta data held in the repository. Where an embargo is granted, the internship host shall verify whether the formulation of the title, summary or other metadata needs to be revised before the intern uploads the relevant report. This shall not affect the intern's right to hand the entire graduation report to the relevant university mentor and/or examiners.

Article 13 FEES AND LICENSES FOR USE OF SOFTWARE

- 13.1 Any software which the university supplies for educational purposes may not be used for commercial purposes.
- 13.2 In so far as the internship host and/or the intern has or have any commercial interest in the production of a usable product, any additional costs which the intern needs to incur in order to do this (the costs of the software and any licensing obligations, amongst other things) shall be borne by the internship host unless otherwise agreed.
- 13.3 The university shall not be liable for any expenses referred to in Clause (2).

Article 14 PERSONAL DATA

- 14.1 In so far as any personal data is used during their internship, the intern shall treat it in strict confidence, shall comply with all of the internship host's stipulated policy and security rules and shall not copy such personal data to mobile media. The internship host shall be responsible for properly informing the student about the applicable policy and security rules in this respect.
- 14.2 The internship host shall only process the intern's personal data for the purposes of executing this agreement. The internship host shall ensure that data processing occurs in accordance with the General Data Protection Regulation. This shall entail that the internship host will:
- not process more of the intern's data than is necessary for the purposes of executing this internship agreement;
 - ensure that the data is correct;
 - not store any data for longer than is necessary for the purposes of executing this internship agreement;
 - ensure that only those people have access to the intern's data who have been designated for this purpose.

The intern may invoke their rights in respect of the processing of their data in accordance with the General Data Protection Regulation.

Article 15 DISPUTES

- 15.1 Should there be any difficulties during the internship, the intern and the internship supervisor shall first endeavour to resolve them through close consultation.
- 15.2 In the event that consultations between the intern and the internship supervisor do not produce a solution that is acceptable to both

parties, any such dispute may be brought before a university mentor.

- 15.3 In the event that the internship supervisor, the university mentor and the intern fail to resolve the matter, the dispute may be brought before the internship coordinator.

Article 16 LIABILITY AND INSURANCE

- 16.1 In accordance with Section 7:658(4) of the Dutch Civil Code or similar legislation and regulations applicable in the country in which the internship occurs, the internship host shall be liable for any injury or loss which the intern may suffer while performing internship activities.⁴
- 16.2 The internship host shall be liable for damage caused by the intern towards third parties during the performance of the internship activities.
- 16.3 The intern shall have a duty to take out private third-party liability and health insurance, while accident insurance is also recommended.
- 16.4 The university has taken out group liability and accident (where applicable) insurance for its students and interns by way of secondary cover.
- 16.5 The internship host shall protect the intern against any form of intimidation or discrimination in the workplace.
- 16.6 Should the intern work with genetic material, the intern shall be required to use such material in accordance with all legislation and government regulations and guidelines which are applicable in respect of such material, including where applicable the terms and conditions of the country in which that material originates – Mutually Agreed Terms (MAT) – and/or prior informed consent – Prior Informed Consent (PIC)) – and shall ensure that it is able

⁴ Such liability may not be precluded by definition.

By way of explanation:

- In the first instance the internship host is liable for any harm inflicted by a subordinate on another party in accordance with Section 170 of Chapter 6 of the Civil Code (this also includes interns in this case) and for any damage which the intern causes to the property of the internship host itself under the terms of Section 7:661 of the Civil Code.
- Where the internship host's liability insurance does not provide any or sufficient cover, the intern shall first be required to rely on their own private third-party liability insurance. Where no cover may be found in the

forementioned circumstances, the university's group liability insurance may serve as a safety net in respect of any action undertaken by another party in relation to third-party liability.

Such insurance shall cover damage caused to any goods which belong to or are under the control and/or responsibility of the internship host by the intern during or in relation to their work.

- An intern is urgently recommended to take out accident insurance them self.
- Any loss which occurs with or due to a motor vehicle shall be precluded from the university's cover.

to present the university with all the requisite licences and permits when requested to do so.

Article 17 TERMINATION OF THIS INTERNSHIP AGREEMENT

17.1 An internship shall terminate:

- a. at the end of the agreed period;
- b. as soon as the intern ceases to be registered as a student of the university;
- c. by mutual consent;
- d. in the event that the internship host goes insolvent, is granted a moratorium on payments or its legal persona is dissolved.

17.2 The internship host shall be entitled to terminate this agreement immediately after having heard the internship supervisor and the intern involved:

- a. in the event that the internship host is of the opinion that the intern repeatedly fails to comply with its rules or instructions in spite of a warning and/or conducts themselves in such other way that the internship host cannot reasonably be required to continue to assist with the internship;
- b. should the intern fail to comply with their duty of non-disclosure in relation to the internship host pursuant to Article 11.

The internship host shall immediately notify a university mentor of a decision referred to in Subclause (a) or (b) through the intervention of the internship supervisor.

17.3 The relevant department shall be entitled to terminate this agreement immediately and to call upon the intern to return after having heard the internship supervisor and the intern involved:

- a. in the event that the department is of the opinion that the internship does not comply with the educational objectives, is otherwise not proceeding in accordance with what is stipulated in this agreement or the intern cannot reasonably be required to continue their internship with the internship host;
- b. where regulations governing privacy and harassment have been contravened. The department shall immediately notify the internship supervisor of such a decision through the intervention of a university mentor.

17.4 After consulting the internship supervisor and a university mentor, the intern shall be entitled to cancel this agreement immediately in the event that the intern cannot reasonably be expected to continue with their internship.

Article 18 SUSPENSIVE CONDITION

This agreement has been concluded subject to the suspensive condition that the student satisfies the conditions governing admission to an internship by no later than the start of the internship period. The precise conditions applicable for admission to an internship are stipulated in the applicable education and examination and/or internship regulations.

Article 19 GOVERNING LAW

19.1 This agreement shall be governed by and construed in accordance with the law of the Netherlands. In the event that a dispute occurs, the parties shall endeavour to resolve it in consultation with each other. Should the parties fail to do so, they shall resort to the district court of the district in which the university has its registered office.

19.2 A Dutch court of law shall enjoy exclusive jurisdiction to hear a dispute.

Article 20 FINAL PROVISIONS

In the event that there is a conflict between this internship agreement and any other contract which the intern signs with the internship host, this agreement shall prevail.

MODEL INTERNSHIP AGREEMENT

Notes:

This model assumes that an internship is a mandatory or elective component of the curriculum. A university mentor is involved. This agreement will be signed by the directeur van de kennis eenheid of door de stagecoördinator indien deze daartoe gevolmachtigd is. In this case it will be a tripartite agreement (please note the parties that are designated). The option (by ticking a box) has also been built in that the internship takes place at the university itself. In that case, a number of provisions have not been applied.

Where an extracurricular internship is involved based on which the student is to write a thesis for the purposes of graduating, one must check whether this will be possible. A student will be assisted by a university mentor in relation to their thesis. What is important is that the parties reach agreement about the purpose and scope of the thesis and graduation. It will then be important that there is no derogation from the provisions governing non-disclosure in Article 10. The university must have an internship report and/or thesis at its disposal if the relevant tasks are to be performed properly. In this case the university may also sign the agreement, although it is not necessary for it to do so. Nevertheless, where a non-EU/EEA student is involved who is carrying out their internship in the Netherlands, the university must also be a signatory – see the guidelines of the IND [Immigration and Naturalisation Service].

Where an internship is involved which is not related to a study programme in the sense that no product will be forthcoming which will be assessed for the purposes of a study programme, it would not be logical for the university to sign the agreement as well. Nevertheless, a student may use the provisions of this model agreement to record the arrangements with their internship host. A number of the clauses in this model would not be applicable in such a situation, for example, the provisions pertaining to a university mentor.