# **Internship agreement template Faculty of Humanities, Utrecht University**

Personal details intern

Name

Student number

Study programme Bachelor/master (delete as appropriate)

Name study programme

Address student

Postal code, city

Email address

Phone number

*Non-EU student:*

V-number

1. Hereby declares that they are registered as a student at a Dutch educational institution for the term of this agreement; and
2. hold a valid Dutch student or residence permit, which at least covers the period of the internship.
3. A copy of the residence permit shall be attached to this agreement.

This internship agreement cannot be used by non-EEA students. They use Nuffic's agreement: [standard-internship-agreement-for-non-eu-eea-students.pdf (nuffic.nl)](https://www.nuffic.nl/sites/default/files/2020-08/standard-internship-agreement-for-non-eu-eea-students.pdf)

Details educational institution

Name of institution Utrecht University, Faculty of Humanities

Address Drift 10, 3512 BS Utrecht, The Netherlands

Name supervising lecturer

Phone number

Email address

Details of organisation offering the internship

Name of organisation

Intern working address

Name supervisor

Phone number

Email address

Details of agreement

Duration of the internship from       until       (dd/mm/yy)

Travel allowance €      gross per month

Expense allowance €      net per month

Internship pay €      gross per month

Please note that in case of internship pay, the organisation offering the internship is required to withhold income tax: internship compensation constitutes taxable income for the intern.

Number of days of leave the intern is entitled to

Number of ECTS

The supervising lecturer will ultimately decide whether or not to award credits.

Minimum amount of hours per week

The daily work schedule of the host organisation applies to the intern. It is advisable to also agree on a maximum number of hours per week to avoid excessive workload.

*Optional provisions (delete as appropriate):*

* Article 5.8.a (Confidential information) does/does not apply
* Article 5.8.b (Commercial interests) does/does not apply
* Article 6.2 (Intellectual property rights) does/does not apply

Company house rules and instructions

The host organisation’s own terms and conditions (house rules, code of conduct, allowances, attendance registration, leave arrangements, sick reporting, etc.) apply to the intern subject to article 4.3 of this internship agreement.

The signing parties declare that they have read and fully understand the agreement. The parties to this internship agreement have thus agreed:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Intern | On behalf of host organisation | On behalf of UU, Faculty of Humanities |
| Name |  |  |  |
| Position | Not applicable |  |  |
| Date |  |  |  |
| Signature |  |  |  |

# **Internship agreement**

Article 1: Learning objectives and tasks during the internship

1. The aim of the internship is for the student to gain experience in the practical application of already acquired theoretical knowledge, and to acquire new knowledge and skills. The organisation providing the internship and Utrecht University will ensure that the intern is assigned tasks and responsibilities in accordance with the student's level of competence and the educational objectives for the internship period. This agreement is therefore not an employment contract.
2. The intern shall remain registered as a student at the university for the entire duration of the internship.
3. The learning objectives (skills and knowledge to acquire) are defined by the programme and supervising lecturer and recorded in the internship work plan.
4. The intern's tasks (responsibilities to achieve the objectives as formulated in the internship work plan) are defined by the internship supervisor in consultation with the internship tutor and the student.

Article 2: Guidance and evaluation

1. Utrecht University, Faculty of Humanities shall designate an supervising lecturer to take responsibility for the internship. The organisation offering the internship shall designate an internship supervisor for the day-to-day supervision of the intern. If problems arise that cannot be resolved jointly by the intern and supervisor, the supervisor will contact the supervising lecturer.
2. At the end of the internship, Utrecht University will receive an internship report from the intern, the requirements of which will be available to the student before the internship begins. The internship organisation may be offered a copy of this report.
3. The host organisation will provide the intern with an evaluation of the internship.

Article 3: Leave, time spent and illness

1. The intern is entitled to time off. The accrual of time off will in principle be the same as the internship provider's leave scheme. Requests for additional time off can only be granted by the internship supervisor in consultation with the supervising lecturer.
2. The procedure for extraordinary leave and the Work and Care Act (Wet arbeid en zorg) shall, in principle, apply as they do in relation to the internship host’s employees. In the event that the intern takes time off in excess of the number of agreed days of leave, the internship period shall be extended by the excess.
3. No days off need be taken for educational activities such as examinations, resits and internship review days.
4. A maximum of 10% of the agreed hours may be used by the intern to fulfil the requirements laid down by the study programme: internship return days, keeping logbooks, contact with the supervising lecturer, writing the internship report, etc.
5. In case of illness, the intern reports this to the internship supervisor in accordance with the regulations of the internship provider. The same will be done when the intern gets better. Any agreed cost arrangements will not apply during the period of illness and time off.
6. In case of illness longer than two weeks, the intern shall also notify the supervising lecturer.

Article 4: Facilities, regulations and internship report

1. The host organisation shall provide the intern with the necessary facilities to perform the tasks and achieve objectives.
2. The internship organisation shall present the intern with its internal rules and regulations and/or codes of conduct that are applicable in relation to its staff. The intern shall have a duty to comply with these regulations. The intern shall have a duty to heed the instructions of the internship supervisor and/or supervising lecturer.
3. In case of serious contradiction between the internal regulations and this internship agreement, the internship coordinator, supervising lecturer or the Board of Examiners will determine whether the intern may start the internship under the internal regulations of the internship provider.
4. The internship report or part of it may be presented to the internship supervisor upon request before being handed over to the supervising lecturer.
5. At the request of the internship organisation, it may be decided in consultation - after reading and assessment - to destroy specific work products from the appendix to the internship report.

Article 5: Non-disclosure, confidential information and embargo

1. Confidential information is defined as the business secrets of these parties which have become known to the intern/university and the internship provider during the internship period and which the parties know or can reasonably suspect must be kept secret and must not be disclosed to third parties.
2. If requested by the host organisation, the intern is obliged to maintain confidentiality regarding activities during the internship
3. The supervising lecturer is also obliged to maintain confidentiality regarding the intern's activities during the internship, if requested by the host organisation.
4. If the duty of confidentiality is breached, Utrecht University will not be liable.
5. The intern cannot be held liable if data becomes public through no fault of the intern, except in cases of intent or gross negligence of the intern.
6. The obligation of confidentiality does not apply to confidential information:
7. that was already in the intern's possession at the time it was disclosed or provided by the host organisation;
8. that was publicly known on the day it was communicated by the internship organisation to the intern;
9. that was legally obtained by the intern from third parties;
10. that became publicly known after the date on which this internship agreement took effect, other than by an unlawful act of the intern;
11. for which the intern obtained prior written consent from the internship organisation to publish or otherwise share this information.
12. The internship provider hereby grants permission to share with Utrecht University any information necessary for the completion or assessment of the internship.
13. Optional provisions (see front page):
	1. Confidential information:

For the duration of this internship agreement and a period of two (2) years thereafter, the intern may not disclose, publish or provide all or part of the confidential information to third parties, and/or use the confidential information for any purpose other than the execution of the internship project, without the prior written consent of the internship organisation.

* 1. (Commercial) interests:

If the internship organisation believes that (commercial) interests may be harmed by publication of the internship report, the internship organisation may request a temporary embargo of six (6) months before the internship report is included in the faculty's archive.

Article 6: Intellectual property rights

1. The copyrights relating to the results achieved shall belong to the intern, unless expressly provided otherwise. The patent rights with regard to the results achieved belong, in accordance with Article 12.2 of the National Patent Act (Rijksoctrooiwet), to the host organisation, unless explicitly stated otherwise.

Both the intern and Utrecht University may use the results for internal purposes without consulting the host organisation.

1. Optional provision (see front page):

In addition to the provisions of Article 6.1 of this internship agreement, the following intellectual property agreements apply.

* 1. The copyright to the internship report and the accompanying drawings, models, software and/or prototypes belong to the intern. Utrecht University has the right to publish the internship report and use it for educational and research purposes.
	2. The intellectual property rights to the new results generated by the intern in the internship project belong to the host organisation. However, to the extent those results are derivatives of or otherwise build on existing knowledge and intellectual property of Utrecht University, the internship offering organisation may not use those results without further written permission from Utrecht University, including but not limited to further development or integration into commercial products.
	3. Utrecht University has the right to publish and use the results of the internship project for educational and research purposes and to further develop them.
	4. In the event that one or more employees of Utrecht University indicate that they are involved in or have contributed to an invention, software, patent and/or commercial exploitation relating to the internship, the intern and/or the organisation providing the internship will make further written agreements with Utrecht University on the use of that invention, software, patent and/or commercial exploitation.
	5. Utrecht University is and remains the owner of the knowledge, intellectual property and any rights thereto that it has developed, even when used by the intern during the internship. The host organisation may not use such knowledge, intellectual property and any rights thereto without further written permission from Utrecht University, including but not limited to further development or integration into commercial products.

Article 7: Social safeguards and insurance

1. No restrictions can arise from the internship regarding future work of the intern at other institutions/companies.
2. The internship provider will make every effort to protect the intern from any form of harassment or discrimination in the workplace.
3. In accordance with Dutch law (art. 7:658.4 of the Civil Code (Burgerlijk Wetboek)), the host organisation is liable for any injury or damage suffered by the intern during the internship.
4. In accordance with Dutch law (Art. 7:661.1 of the Civil Code (Burgerlijk Wetboek)), the intern who causes damage to the host organisation or to a third party in the performance of his work placement activities is, in principle, not liable for this. This may only be deviated from by written agreement and only insofar as the intern is insured for this (art. 7:661.2 Civil Code).
5. Utrecht University has co-insured under its liability insurance the students of Utrecht University during their internship activities, provided such internship takes place under the auspices and with the knowledge of the University.

Article 8: Disputes

1. In case of problems during the internship, the intern and the internship supervisor will first try to settle them amicably.
2. If consultation between intern and internship supervisor does not lead to a mutually acceptable solution, the aforementioned disputes may be referred to the supervising lecturer.
3. If the internship supervisor, the supervising lecturer and the intern cannot reach a solution, the disputes will be submitted to the internship coordinator and/or, depending on the importance of the dispute, to the programme coordinator or director of education, or to the Board of Examiners.

Article 9: End and termination of the internship

1. The internship ends:
2. After the period mentioned in this internship agreement.
3. When the intern is no longer enrolled at Utrecht University.
4. When all parties agree to terminate the internship.
5. When the intern dies.
6. In case of bankruptcy, moratorium or dissolution of the internship organisation.
7. The internship organisation may terminate this agreement, having heard the intern and the internship teacher:
8. When the internship supervisor establishes that the intern does not follow the organisation's regulations or the supervising lecturer’s instructions.
9. When the intern does not comply with the confidentiality agreements referred to in article 5.
10. When the intern behaves in such a way that the host organisation cannot reasonably be asked to accept.
11. The internship supervisor will inform the supervising lecturer in case of termination of the internship
12. Utrecht University may terminate this agreement, having heard the internship lecturer, the intern and the internship supervisor:
13. If Utrecht University establishes that the internship does not meet the educational objectives and/or tasks laid down in this agreement, or if the intern cannot reasonably be required to continue the internship. The supervising lecturer will inform the internship supervisor in case of termination of the internship.
14. When regulations regarding privacy and undesirable behaviour have been violated. Of such a decision, the university, through the intermediary of the internship lecturer, shall immediately inform the internship supervisor.

Article 10: General provisions

1. Deviation from the articles of this agreement is possible only by further written agreement between the supervising lecturer, the intern and the internship supervisor.
2. This agreement is governed by Dutch law.