

LEGAL ASPECTS INTERNSHIPS

An internship can be at a company, a research institute, a NGO etc (“the company” in this paragraph).

The student, Utrecht University and the company sign the internship contract. An internship contract is mandatory! Different contracts are available.

- If you are an EU student and you are doing your internship in The Netherlands, it is preferable you use the standard UU contract, to be found on Blackboard.
- If you are a non-EU student and you are doing your internship in The Netherlands, you need a Cospa-contract. This is approved by the IND. With this internship contract, you do not need a work permit. You can find it on Blackboard.
- There is no standard contract available for doing an internship abroad. Be careful what agreements you enter into. If you are going to do an internship in an “code orange or red” area (as indicated by the Ministry of Foreign Affairs, the university will in general not approve the internship as it is too dangerous. This also goes for risks associated with Covid-19.

Fill in your internship contract and send it to the internship coordinator (Jantien Minderhoud, j.p.minderhoud@uu.nl) to be checked and signed.

WHO SIGNS THE CONTRACT?

As you are undertaking your internship as part of your programme, Utrecht University has to sign it. Under no circumstances sign it yourself before Utrecht University has signed!

Every time that a student agrees to collaborate with a company they should immediately show the UU contract or Cospa contract. If the company does not want to sign it or wants to use its own contract, inform Jantien Minderhoud (j.p.minderhoud@uu.nl) and your thesis supervisor.

If you are unclear about any details of the contract, please contact Jantien Minderhoud well before the proposed start date of your internship.

If any part of the contract is unclear, legal advice will be sought, which can delay the signing and the start of your internship, or may even mean this specific collaboration will be stopped.

PAYMENT

Most students get paid by the company for doing an internship. Utrecht University is not a party in that agreement, and any payments are between you and the company only.

INSURANCE

Utrecht University has a liability insurance policy for students causing damage at their place of internship. Only if the student is actually liable, the insurance will pay out. The insurance does not pay the first 50.000,- euros. The university does not have an insurance for accidents (“ongevallenverzekering”), so it may be a good idea that you arrange this yourself.

NON-DISCLOSURE AGREEMENTS (NDA)

A Non-Disclosure Agreement (NDA) is a contract between Utrecht University and a company, which says that it is not allowed to disclose any information of your work at the company to other parties. This is certainly not

preferred by the university as your work needs to be properly assessed and you may have to give a public presentation about your work. If the company insists on a NDA, make sure it does not last longer than the remainder of your study time. Otherwise you and the university are still liable after you have graduated. A NDA can be a disadvantage for you, e.g. if you want to use your research to publish an article or to continue your research after graduation.

If, according to Utrecht University, the content of a NDA is unacceptable it will not be signed by a representative of Utrecht University. This may mean your project at the company cannot take place. The UU standard internship contract contains a clause regarding confidentiality, which is acceptable for Utrecht University. It is highly preferred you use that contract.