

MODEL INTERNSHIP CONTRACT

Explanation:

This model starts from the assumption that the internship is a required or optional internship within the curriculum. An internship instructor from TiU is involved in this. On behalf of Tilburg University, this contract will be signed by the dean or director of the faculty. It is a tripartite contract (pay attention to the statement next to the indication of the parties). The internship instructor can co-sign the contract, but that is not necessary.

If an extracurricular internship is concerned by which a student wants to graduate, it must, of course, be examined whether the student can graduate by way of this internship. The student is supervised by the TiU instructor in writing his or her thesis. It is important for the parties to reach agreement on the purpose and scope of the internship and graduation. It is important in that event not to derogate from the provisions in Article 10 pertaining to secrecy. For the purposes of the proper performance of its duties, the University needs to have the internship reports and/or thesis in its possession. The educational institution can then co-sign the contract, but that is not necessary.

If internship is concerned that is not connected with the study program in the sense that no product ensues from it that is assessed in the context of the program, it is not logical for TiU to sign the contract. The student can indeed possibly use this model contract to set out the agreements made with the institution providing the internship. In that situation, however, several provisions from this model will not be applicable, for example the provisions relating to the internship instructor. Please note: if the internship does not fall within the scope of the activities of Tilburg University, Tilburg University's corporate liability insurance will not apply.

Tips

If the provider of the internship has its own contract that is presented to the student for signing, it is important to ensure the following:

- that the duration of the internship is clearly set out in the contract and that the internship has no "open end" with respect to the date;
- that it is clear what the intern is going to do and that this is thoroughly described in an internship plan that forms part of the contract;
- that clear agreements are made regarding facilities, working hours and leave;
- that the ownership right to the (research) results of the internship is vested in the intern and that the copyright in internship reports and any thesis/project is vested in the intern;
- that the provisions included in Article 10 of this model are repeated and inserted, so the University can have the internship reports and/or thesis in its possession for the purposes of the proper performance of its duties.

For more information about internships, please contact the internship coordinator and/or student advisor. For more information about undergoing an internship, see:

<https://www.tilburguniversity.edu/students/career/student-career-services/tothelabormarket/internships/>.

THE PARTIES

1. Intern

Name:

Street address:

Postal code and town/city:

Telephone:

Date of birth:

E-mail address:

Study program and major:

Administration number at the program institute:

Hereinafter referred to as: the intern

2. Internship provider

Name:
Street address:
Postal code and town/city:
Telephone:
E-mail address:
Represented in this matter by:
Representative's position:
Hereinafter referred to as: the internship provider

3. Educational institution

Name: Tilburg University¹
Street address:
Postal code and town/city:
Telephone:
E-mail address:
Represented in this matter by:
Representative's position:
Hereinafter referred to as: the educational institution

declare that they enter into an internship contract under the following terms and conditions:

Article 1 Purpose of the Internship

1. The intern will be given the opportunity to gain practical experience at the internship provider for his or her program <program name> at the educational institution. During the internship, the intern will remain enrolled as a student at the educational institution.
2. The purpose of the internship and the activities to be performed are included in the <internship plan> which is added to this contract as an appendix.

Article 2 Supervision and evaluation

1. <name of internship supervisor>, <position at the internship provider>, <e-mail address, telephone no.>, will act as internship supervisor. The internship supervisor will monitor the course of the internship on behalf of the internship provider.
2. The internship supervisor and intern will hold a supervisory interview at least once every two weeks and an evaluation interview at least twice, halfway through and at the end of the internship period.
3. <name of internship instructor>, <e-mail address, telephone no.>, will act as internship instructor on behalf of the educational institution.
4. The internship instructor and intern will hold a progress interview at least twice.
5. The internship supervisor and internship instructor will hold an evaluation discussion at least once.
6. <Any additional agreements on duties and powers of the internship supervisor and internship instructor.>

Article 3 Internal rules and instructions of the internship provider

The internship provider will make its internal rules and regulations and/or codes of conduct as they apply to the internship provider's employees available to the intern. The intern must comply with these rules. The intern must follow the internship supervisor's instructions.

Article 4 Duration of the Internship

¹ Tilburg University was established by the Stichting Katholieke Universiteit Brabant

1. The internship period starts on <start date> and will end on <end date>.
2. This contract may be terminated in the interim.
 - 2.1 By mutual consent of the parties.
 - 2.2 On the death of the intern.
 - 2.3 In the event of the bankruptcy, moratorium on payment or dissolution of the internship organization.
 - 2.4 By operation of law as soon as the intern is no longer enrolled as a student at the educational institution.
 - 2.5 If the intern does not follow the rules or instructions of the internship supervisor, after consultation between the internship provider and the educational institution.
 - 2.6 If the intern fails to observe the duty of non-disclosure with respect to the internship provider, after consultation between the internship provider and the educational institution.

Article 5 Working Hours

The working hours for the intern will be the same as the working hours at the organization of the internship provider, unless stated otherwise in the internship plan. In addition, at the times indicated in the internship plan, the intern will be entitled to take part in educational activities at the educational institution, including consultation with the internship instructor.

Article 6 Facilities

The intern will be given the opportunity to use the facilities that are necessary to perform the internship duties properly.

Article 7 Sickness

In case of sickness, the intern must report this to the internship supervisor in accordance with the rules of the internship organization. The same holds for reporting oneself better. In case of sickness for more than two weeks, the intern must also inform the internship instructor.

Article 8 Leave

The intern will be entitled to leave. Leave will be accrued in conformity with the leave arrangement of the internship organization. In this case, for the duration of the internship, this comes down to <x> days of leave. Requests for additional leave can only be allowed by the internship supervisor, in consultation with the internship instructor.

Article 9 Allowances

1. The relevant rules of the internship provider will apply to any compensation of travel and accommodation expenses.
2. The intern will receive an internship allowance of €<x> gross per month. The internship provider must withhold income tax and national insurance contributions; the internship allowance is taxable income for the intern.

Article 10 Secrecy

1. The intern must maintain the secrecy of what he/she comes to know on the basis of his/her position as an intern, insofar as this duty follows from the nature of matter regarding which the intern should understand that it is confidential in nature, or this duty has been imposed on him/her.

This will not apply concerning:

 - a. Information that was already in the possession of the intern and/or the educational institution before it was made available by the internship provider;
 - b. Information that was already generally known when it was made available to the intern and/or the educational institution;
 - c. Information lawfully acquired by the intern and/or educational institution from third parties;

- d. Information that has become generally known since the date on which it was made available to the intern and/or educational institution, otherwise than through unlawful acts of the intern or educational institution.
2. The duty of secrecy does not apply either to the following elements in connection with the proper performance of the duties of the educational institution:
 - a. The internship instructor and the second assessor who assess the intern on behalf of the educational institution must be able to see the internship reports, other reports, thesis etc. written by the student for the purposes of assessing the student in the context of the program. The internship instructor and the second assessor must maintain the secrecy of that which they have come to know on the basis of their position as internship instructor, insofar as this obligation follows from the nature of the matter, the confidential nature of which the internship instructor and second assessor should understand, or the secrecy of which has been imposed on them.
 - b. The internship reports and/or the thesis must be available to the educational institution at all times in relation to an educational review for the purpose of the (re)accreditation of the program. This means that the graduation project can be inspected by (international) review committees, as well as by staff of the educational institution who are involved in the review.
 - c. The examination committee of the program where the student undergoes the internship must be able to inspect the internship reports and/or thesis in order to assess the quality of the testing and the settlement of complaints and appeals. Pursuant to the provisions in the Rules and Guidelines of the examination committee, the educational institution must keep a test or examination (i.e. all written internship reports, other reports etc. that are assessed by the supervisor) for two years and a final project (thesis) for seven years.
 - d. The educational institution and student can enter the internship reports and/or thesis into evidence in objection or appeal proceedings.
 - e. The jury of the program thesis award must be able to inspect the internship reports and/or thesis in order to award the program thesis prize.
 - f. The educational institution can check the internship reports and/or thesis for plagiarism by means of a plagiarism scanner, such as Ephorus. If the internship provider has labeled an internship report and/or thesis as confidential, the educational institution must ensure that the thesis is not included in the database of the plagiarism scanner for the purpose of future plagiarism checks. If the educational institution is not a party to this contract, the student must submit a request to that effect to the educational institution.
 - g. The educational institution may use the front of the thesis, with the name of the internship provider stated on it on awarding the degree, possible award of the program thesis prize and for marketing and information purposes. The student must see to it that the front of the thesis does not contain photographs and/or pictures that are protected by copyright, and to which the student does not have a right of ownership or use.

For the above-mentioned purposes, the internship report and/or thesis will be included in a digital archive.

2. The internship instructor must point out to the intern that he or she must comply with the Code of Conduct for the Use of Personal Data in Research.

Article 11 Intellectual Property

1. The intellectual property and other ownership rights to the research and other results of the internship will be vested in the intern.
2. The copyright in the internship reports, the thesis and other research findings, such as reports will be vested in the intern.

Article 12 Publication

1. After the end of the internship, the intern must hand over the research findings (reports, thesis etc.) to the internship provider and internship instructor.
2. The intern will be entitled to publish research findings (reports, thesis etc.), if and in so far as there is no duty of secrecy as referred to in Article 10.

3. If the internship provider is of the opinion that its interests would be damaged by disclosure of the research findings, the internship provider must make a request to consult with the intern and the educational institution within a month after it receives the research findings. The internship provider may not withhold its permission for the academic publication without reasonable interests. If the internship provider does not express objections within thirty days, the intern will be at liberty to publish.

Explanation:

It sometimes happens that the internship provider does not want the research results and conclusions the student draws from them (reports, thesis etc.) to be published. Tilburg University publishes theses in the Thesis Database, unless the student states that he or she does not want to have his or her thesis published in it.

If the student does want to publish his or her thesis, in the Thesis Database or elsewhere, while the internship provider has a reasonable interest in not having it disclosed, the student can attempt to make agreements on this with the internship provider. Consider the possibility of an embargo (publication is allowed as of a certain date) or anonymizing the thesis.

Article 13 Liability

1. In conformity with Book 7 Section 658 subsection 4 of the Netherlands Civil Code (*BW*), the internship organization is liable for injury or loss incurred by the intern during the internship.
2. The internship provider must take out insurance for the intern for the risk of liability based on a wrongful act, as well as for liability for injury to the student in relation to the internship work, which is to blame on the company and/or its employees.
3. Liability based on activities arising from the work of the intern which are within the scope of the activities of the educational institution are in principle covered by Tilburg University's corporate liability insurance.
4. The intern will be expected to take out third-party insurance.

Article 14 Applicable law and disputes

1. This contract is governed by Netherlands law.
2. In case of disputes in the performance of the internship, the internship provider or the intern must initially address the internship instructor.

Agreed and signed on <date>.

On behalf of the internship provider,

Intern,

On behalf of the educational institution,

<name of signatory>,
<position>

<intern's name>

<name of signatory>
<position>