

## STANDARD INTERNSHIP AGREEMENT FOR AN INTERNSHIP ABROAD FOR HAN UNIVERSITY OF APPLIED SCIENCES

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| <i>Subject</i>                      | <i>Standard internship agreement for internships abroad</i> |
| <i>Executive Board decision no.</i> | <i>2020/1649</i>  |
| <i>Adopted on</i>                   | <i>25-8-2020</i>  |

**Degree course** International Social Work  
**Croho** 34116  
**Academic year** Level 3 / 2022-2023

### The undersigned:

..... (name of organisation or institution), located at  
..... (street name, house number)  
..... (postcode, city),

herein legally represented by:

..... (name),  
..... (position),  
..... (phone/mobile no.),  
..... (email address),

hereafter: **the internship provider,**

and

2. .... (name of student), residing at  
..... (street name, house number),  
..... (postcode, city),  
..... (phone/mobile no.),  
..... (email address),  
..... (student number),

hereafter: **the student,** and

3. **The Stichting Hogeschool van Arnhem en Nijmegen**, registered in Arnhem, at Ruitenberglaan 31 (6802 EJ), herein legally represented by:

**Esther Hoogenkamp**  
**0031 6 55291193**  
[international.socialwork@han.nl](mailto:international.socialwork@han.nl)

(internship coordinator),  
(phone/mobile no.),  
(email address),

hereafter: **HAN,**

**Have agreed as follows:**

**Article 1 General**

- 1.1 As part of their degree course, the student will undertake an internship with the internship provider. In the context of this internship, the student will undertake internship activities. These activities do not qualify as work in the sense of Article 7:610 of the Dutch Civil Code.
- 1.2 The parties expressly agree that this agreement does not count as an employment contract in the sense of Article 7:610 ff of the Civil Code, and the student is therefore not regarded as an employee.
- 1.3 The student hereby renounces any right they might assert to this agreement being regarded as an employment contract.

**Article 2 Internship period, internship content and study load**

- 2.1 As part of their degree course in International Social Work the student will undertake an internship in the period from 29 August 2022 up to and including 7 July 2023. Semester 1 runs from **August 29, 2022** until **January 29, 2023**. Semester 2 runs from **January 30, 2023** to **July 7, 2023**.

Please indicate here the start and end date (DD/MM/YYYY) of the internship:

|  |            |
|--|------------|
|  | start date |
|  | end date   |

The student performs the following module(s) at the internship provider:

- 0 The People
- 0 The Context
- 0 The Change

- 2.2 Students divide the internship experiences over three semesters. Each semester (20 weeks) includes at least **540 internship-hours**. As an indication, this equates to approximately **28 hours of internship per week**. The student, study program and internship provider will agree together about the exact achievement of these hours during the semester, tailored to the possibilities and wishes of the place of work and student.
- 2.3 In the case of relevant changes to the Education and Examination Regulations during the term of this agreement, HAN is obliged to inform the internship provider of this in writing in a timely manner. The changed units of study will replace the original units of study as described in the previous paragraph. The internship provider must facilitate the student with regard to the changed learning objectives.

**Article 3 Supervision**

- 3.1 The student will be supervised by the following person at the internship provider:  
 ..... (name, position), hereafter: **internship supervisor** (= your practical supervisor),  
 and at HAN by

..... (name, position), hereafter: **internship lecturer** (= your HAN lecturer)

### **Article 4 Times**

- 4.1 The times when the student will carry out the internship activities will be determined mutually by the student and the internship provider. In principle, the student will be expected to be present for ... hours a week for the duration of the internship.
- 4.2 When determining these working times, the student's class schedule will be taken into account.
- 4.3 During the internship, the internship provider will give the student the opportunity to undertake the necessary activities that have been assigned by HAN for the internship and that the student is expected to carry out as part of this agreement.

### **Article 5 Performance of internship activities**

- 5.1 The student will perform all the internship activities reasonably assigned by or on behalf of the internship provider to the best of their abilities.
- 5.2 The student will comply with the regulations, instructions and rules that apply to the employees of the internship provider.
- 5.3 The internship provider will offer the student a safe workspace and protect the student against (sexual) intimidation, aggression, violence, bullying and discrimination in the workspace. If such incidents occur, the student should immediately inform the internship supervisor and the internship lecturer.
- 5.4 The student bears no final responsibility during the internship. Final responsibility lies with the internship provider at all times.

### **Article 6 Evaluation and assessment**

At the end of the internship, the internship supervisor evaluates the student's competence development (based on interim evaluations if relevant) and informs the internship lecturer of their findings. In the evaluation of the internship, which remains the exclusive responsibility of HAN, the internship supervisor's evaluation of the competence development is explicitly considered.

### **Article 7 Allowances**

- 7.1 The student will receive an allowance from the internship provider:  
yes, namely ...../ NO (delete as appropriate).
- 7.2 The student will receive a travel allowance from the internship provider:  
yes, namely ...../ NO (delete as appropriate).
- 7.3 The student will receive other allowances from the internship provider:  
yes, namely ...../ NO (delete as appropriate).
- 7.4 The allowance(s) referred to in articles 7.1 to 7.3 will be paid weekly/monthly (delete as appropriate).
- 7.5 If the internship provider pays an allowance, they must register the student with the tax authorities and, if necessary, the Employment Insurance Agency.
- 7.6 If the student receives one or more allowance from the internship provider and the student's Citizen Service Number (CSN) is needed for this, the student will provide the internship provider with their CSN at the internship provider's request. When using the

student's CSN, the internship provider will observe (privacy) legislation at all times.

## Article 8 Confidentiality

- 8.1 During and after the internship, the student must treat as confidential all information that is expressly designated as confidential or that, on account of its nature, can reasonably be expected to be confidential.
- 8.2 The confidentiality requirement does not apply unless and insofar that the student can demonstrate that:
- before the provision of the information referred to above, the student was already familiar with this information; or
  - the information was/will be made public in a legal way, beyond the responsibility of the student; or
  - the information was/will be lawfully obtained from a third party that was/is authorised to provide this information; or
  - the obligation of confidentiality regarding the information was lifted by the internship provider by means of a written statement; or
  - the information must be made public by the student on the basis of a legal obligation, court order or order from the government or a government agency, on the understanding that the student will first inform the internship provider about such an obligation (insofar as this is permitted).
- 8.3 Furthermore, the confidentiality obligation is not applicable to the following components in regard to HAN being able to properly perform its duties:
- The internship lecturer and assessors who assess the student on behalf of HAN should be able to inspect the reports, statements, thesis, etc. produced by the student so they can assess the student in the context of the degree course. The internship lecturer and assessors are obliged to respect the confidentiality of everything that comes to their knowledge by virtue of their position, insofar as this obligation follows from the confidential nature of the case, which should be understood by the graduation supervisor and assessors, or is explicitly imposed on them.
  - The internship reports and/or thesis should be available to HAN at all times for the purpose of educational inspections for the (re)accreditation of the degree course. This means the reports, statements, thesis, etc. produced by the student can be inspected by the inspection committee, as well as by HAN staff involved in the inspection. The individuals who inspect a student's work for this purpose are subject to a duty of confidentiality. The student and the internship provider declare that they are aware of and agree to the fact that HAN must make the student's internship or project report available for a period of 7 years after completion of the internship for the purposes of inspection and (re)accreditation.

The internship report and/or the thesis will be kept in a digital archive for the above purposes.

## Article 9 Intellectual property rights

- 9.1 With respect to the results achieved, it is agreed that the copyright and other intellectual property rights **will / will not** be transferred to the internship provider.<sup>1</sup>
- 9.2 Notwithstanding the provisions of article 8 and the present article, HAN may use the practical experience gained by the student and other information provided to the degree course by the internship provider for (non-commercial) research and educational

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<sup>1</sup> The copyright relating to the results of the internship will be held by the student *unless explicitly agreed otherwise*. This means that if a transfer is required, this must be clearly indicated by crossing out as appropriate.

purposes, if this information is anonymised.

## Article 10 Rights of third parties and codes of conduct

- 10.1 If and insofar that the research recorded in the internship report concerns research on/about persons and/or leads to the processing of personal data, then both the student and the internship provider must strictly adhere to the applicable (privacy) legislation. All data concerning natural persons processed this way must be classified as confidential information.
- 10.2 The research will be carried out in compliance with the following code(s) of conduct:
- [add code(s) of conduct]

Both the student and the internship provider must strictly adhere to the above code(s) of conduct.

- 10.3 Data that has been collected on natural persons may only be shared with third parties in compliance with (privacy) legislation and the provisions of the codes of conduct specified in the previous paragraph (insofar as these are applicable). The subject's permission to share data can release the parties from their duty of confidentiality.

## Article 11 Property

All materials and written documents of any nature made available to the student or received from the internship supervisor are and will remain the property of the internship provider. If requested by the internship provider, all property must immediately be returned to the internship supervisor upon termination of the internship or earlier.

## Article 12 Leave and absence

- 12.1 Days off may only be taken in consultation with the internship supervisor. This is because the student must spend the total number of hours referred to in article 2.2 doing the internship.
- 12.2 If the student is unable to undertake the internship activities, for example due to illness or special circumstances, they must inform the internship supervisor at the start of the first day of absence.
- 12.3 If it looks like the internship activities need to be interrupted due to long-term absence, the student must contact the internship supervisor and internship lecturer as soon as possible to make agreements about the continuation or discontinuation of the internship and the conditions agreed in relation to this. These will be recorded in writing as a supplement to this agreement.

## Article 13 Liability and insurance

- 13.1 HAN declares that it has taken out liability insurance for damage suffered during or caused by the study-related activities, **policy no. V0100120552 at Aon, Insurance Brokers & Risk Consultants**, for the following insured persons:
- HAN students;
  - internship trainees (HAN students);
  - trainees (students in training at HAN).

A copy of the insurance police is available upon request.

- 13.2 The internship provider will take out insurance that sufficiently covers (i) injury or damage suffered by the student when carrying out the internship activities at the

internship provider, and (ii) damage caused by the student to third parties when carrying out the internship activities at the internship provider.

- 13.3 The student is required to take out their own health insurance, and is also advised to take out private civil liability insurance and accident insurance.

### **Article 14 End of the agreement**

14.1 This agreement will legally end when the internship period referred to in article 2.1 has ended.

14.2 Contrary to the previous paragraph, this agreement may end sooner if:

- the student is no longer enrolled for the degree course in International Social Work at HAN;
- both the student and the internship lecturer are of the opinion that the internship activities assigned to the student are insufficiently related to the previously agreed objectives related to the student's competence development and, after being warned, the internship provider is unwilling to change the internship activities;
- both the internship supervisor and the internship lecturer are of the opinion that the student is not performing the assigned internship activities properly and the student, after being warned, demonstrates they are unable to do so;
- circumstances arise such that the continuation of this agreement cannot reasonably be required of the internship provider, student or HAN. In that case, the agreement can be terminated by means of written notification and after consultation between all parties.

### **Article 15 Final provision**

15.1 In the case of disputes, the internship provider or the student will first approach the internship lecturer.

15.2 Should this agreement conflict with another agreement to be signed by the student or an agreement signed with the internship provider, the present agreement will prevail.

Agreed and signed in triplicate,

#### **The internship provider**

in .....  
.....(fill in date)

(name)

no photo file of signature  
(signature)

**The student**

in.....  
..... (fill in date)

(name)

no photo file of signature  
 (signature)

**HAN**

In Nijmegen  
.....(fill in date)

Esther Hoogenkamp  
Internship Office International Social Work

(signature)

- the student will ensure that the internship contract is returned to the internship provider.
- only scanned contracts will be accepted; do not take a photo of the contract;
- hand in 1 single document (no loose pages);
- hand in on OnderwijsOnline in the internship box.