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Universities *of* *The* Netherlands

Internship Agreement for Academic Education

University

Institution:	University of Amsterdam/VU Amsterdam
Faculty/Department:	Amsterdam University College
Address:	Science Park 113, 1098 XG Amsterdam
Telephone number:	+ 31 (0)20 525 8780
Email:	cpi@auc.nl

Internship host

Internship host/company:	
Telephone number:	
Email:	

Intern

Name:	
Telephone number:	
Email:	

Details of agreement

Internship agreement between the University, the Internship host and the Intern

See explanatory notes

Details of Internship Agreement

Intern	Name:	
	Address:	
	Telephone number:	
	Email:	
Non-EU/EEA Student	V-number	
	Hereby declares that they: 1. are registered as a student at a Dutch educational institution for the term of this agreement; 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. 4. A copy of this agreement should be in the possession of the University and the Internship host.	
Study programme: (delete if not applicable)	Bachelor/Master	Liberal Arts & Sciences
University mentor	Name:	Maurits de Klepper/Angelika Port/Marliene Stolker (CP/I Coordinators)
	Address:	Science Park 113, 1098 XG Amsterdam
	Telephone number:	+ 31 (0)20 525 8780
	Email:	cpi@auc.nl

Internship supervisor	Name:	
	Function:	
	Address:	Science Park 113, 1098 XG Amsterdam
	Telephone number:	+ 31 (0)20 525 8780
	Email:	
Optional: Study adviser	Name:	
	Telephone number:	
	Email:	
Project	Title:	
	Subject:	
	Description:	

Internship period	From to
Internship location	
Course code	
The number of Internship ECTS credits	
Internship pay[1]	€ gross per month
Expense allowance[2]	€ net per month
Leave	The Intern is entitled to days of leave
Optional provisions insurance/ MAT/PIC (see article 16.6)	Declares that: Article 16.4 ☐ is applicable ☐ is not applicable Article 16.6 ☐ is applicable ☐ is not applicable
Specification of the background knowledge (including computer software) contributed for the purposes of the Internship by the University and/or Intern	

1 Reimbursements will be specified in gross amounts, except where they are intended as direct compensation for expenses incurred by the Intern, which are to be paid by the Internship host, based on agreements. Internship pay represents a reimbursement of expenses. From a fiscal point of view, a paid employment relationship exists with the institution providing the internship if the internship allowance (Article 7.1) is more than just a reimbursement of expenses on the basis of which social security contributions (including tax on wages) must be withheld in that case. Viewed from the perspective of labour law, there is no relationship of employment and thus no contract of employment within the meaning of Article 7:610 of the Dutch Civil Code, but rather learning on the job, whereby employer liability (Article 7:658 of the Dutch Civil Code) does apply.

2 An allowance for reasonable travel or expenses is not deemed to constitute income. The Internship host will not withhold any social contributions (including tax on wages) from actual travel or reasonable study costs.

Particulars	• Please note that for certain countries (outside the EEA), a research permit may be required (for instance: **https://www.cbd.int/abs/text/** and **https://www.nvwa.nl/onderwerpen/nagoya-protocol**) • Possibly by the final assessor in Article 6(4) approved as the competent delegate <.....>; • Any deviation from the confidentiality obligation of the confidential information in the Internship Report mentioned in Art. 10(2), can be extended with a substantiated appeal to the University to a maximum of 5 years, in principle, and, for long-term breeding processes or drug development including labs and bioinformatic processes that serve this purpose, or other particularly sensitive knowledge and technology that may have negative consequences for the national security of our country and damage to Dutch innovative capacity, up to < > years. • There may be grounds for the applicable exception terms of confidentiality to be agreed in writing between the Internship host and the Intern/University before the end of the Internship Agreement, whereby such agreed terms will form part of this Internship Agreement. • Other.... - For AUC students enrolled in a Community Project, 'internship' in this contract can be interpreted as 'community project'. - University mentor in this contract should be interpreted as CP/I coordinator for AUC students. - Internship supervisor in this contract should be interpreted as CP/I assessor for AUC students. - Study adviser in this contract should be interpreted as Tutor for AUC students. - Article 5.4 of the Conditions of the internship agreement for academic education: for AUC students an evaluation interview is not a part of the standard CP/I procedure. The CP/I organisation submits a written evaluation. - Internship period: please add working hours.
Particulars in case of emergency (for instance, due to coronavirus)	• The Intern shall have a duty to comply with the health measures applicable in the country and taken by the Internship host; • The Internship supervisor is the primary contact person for the Intern in cases of emergency; • The Internship supervisor takes responsibility if any assistance is necessary (e.g. contact with embassy); • Intern, University mentor and Internship supervisor come to an alternative for how the Internship work plan is executed if the Intern is unable to complete their Internship on location. • Other.... The CP/I coordinator is the primary emergency contact for AUC students.

Company in-house regulations and instructions	The company-specific terms and conditions (in-house rules, code of conduct, allowances, attendance registration, leave arrangements, sickness reporting, etc.) may be added here and apply to the Intern in accordance with Article 9.2 *Terms and Conditions of the Internship Agreement.*
Version number 1.0	After consultation with the private sector in an online consultation, this Internship Agreement was adopted by the Executive Board of Universities of the Netherlands (UNL) on June 24, 2022.

The following constitutes an inseparable and integral part of this Internship Agreement:

- The Terms & Conditions attached to this Internship Agreement for Academic Education are accepted by the University, Intern and Internship host upon signing the Internship Agreement.
- National agreements on intellectual property and students: Addendum Guidelines Intellectual Property and Students.

The undersigned parties declare that they have read and fully understood the agreement and the accompanying 'Terms and Conditions of Internship Agreement for Academic Education'.

The parties to this Internship Agreement have agreed as such on:

Intern	On behalf of the Internship host	On behalf of the University
digital signature	digital signature	digital signature
Name:	Name:	Name:
	Position:	Position:

Please ensure that the University signatory is authorised to sign the Internship Agreement. If in doubt, please contact the lawyer of the relevant University department. If desired, all pages of this Internship Agreement can be initialled.

Conditions of the internship agreement for academic education

Article 1 DEFINITIONS

1.1 Study programme: a Bachelor's or Master's programme of study within the University, 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: a supervisor of the Internship procedures acting on behalf of the Study programme.

1.4 Internship regulations: regulations drawn up by the Study programme, 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 the Intern that sets out the educational activities and work that have been stipulated in consultation with the Study programme and the Internship host, and that the Intern will be performing during their Internship. If necessary, a data management plan may constitute part of this.

1.6 Internship supervisor: an Internship host staff member who assists the Intern in the workplace during their Internship.

1.7 Internship: practical placement that constitutes part of the curriculum.

1.8 Internship host: Internship organisation.

1.9 Internship Agreement: the agreement between the University, the Internship host and the Intern, or between the University and the Intern.

1.10 Intern: a student enrolled in a Study programme with whom an Internship Agreement is concluded.

1.11 University: the institution where the Intern is enrolled as a student.

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 Study programme where the Intern is enrolled.

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 of the University.

2.3 The purpose of the Internship and the activities to be performed are included in the Internship work plan attached to the Internship Agreement.

Article 3 DEDICATED HOURS

The Intern's dedicated working hours shall be identical to those applicable within the Internship host's organisation, with a maximum of 8 hours per day unless otherwise stipulated in the Internship work plan. Furthermore, the Intern shall be entitled to participate in educational activities at the University (Article 8.3) at the times specified in the Internship work plan, including consultation with the University mentor.

Article 4 THE INTERN'S STATUS

4.1 The Internship is designed to expand 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 a contract of employment under the terms of Article 7:610 of the Dutch Civil Code, nor is it intended to be as such either.

4.2 The Intern shall remain registered as a student at the University during the Internship.

4.3 The Internship will be carried out under the responsibility and supervision of the Study programme in which the Intern is enrolled.

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 The Internship host will not enter into any other type of (temporary) employment, including hiring or employment on any other basis, with the Intern in addition to this Internship Agreement for the period indicated on the cover page under 'Details of Internship Agreement'.

4.6 The Intern will not enter into any other commitments with the Internship host, its suppliers, clients or other relations in addition to this Internship Agreement, during the period stated in the Internship 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 evaluation occasions, preferably halfway through the Internship period and after it has ended.

5.3 The Intern will submit an Internship work plan to the University mentor and the Internship supervisor one (1) month before the start of the Internship, in which the supervision will be made specific. The University mentor and the Intern arrange a progress meeting with each other at least once.

5.4 The Internship supervisor and the University mentor shall conduct an evaluation interview with the Intern at least once.

Article 6 ASSESSMENT

6.1 In accordance with the relevant guidelines in the Internship Regulations and/or Education and Examination Regulations, the Internship supervisor fills in an evaluation form provided by the University.

6.2 The examiner prepares the final assessment in accordance with the guidelines mentioned in Article 6(1).

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 PAYMENTS

7.1 In the event that the Intern receives Internship pay, the Internship host shall withhold any salary deductions and the customary premiums.

7.2 To the extent that it concerns expenses incurred by the Intern on behalf of the Internship host and does not concern travel costs from the home address to the Internship location, these expenses will be borne by the Internship host and may be submitted by the Intern to the Internship host, subject to the internal standards used by the Internship host for expense claims.

7.3 With regard to costs relating to commuting, arrangements may be made between the Intern and the Internship host.

Article 8 TIME OFF AND ILLNESS

8.1 The Intern shall be entitled to time off. In principle, the accrual of time off will be the same as the Internship host's leave arrangements. The Internship supervisor may only accede to a request for additional time off 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 principle,[3] 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.

8.3 No days off 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 providing a report of recovery. Any agreed expense arrangements shall not apply during the period of illness or leisure time.

8.5 If the Intern is sick for longer than two (2) weeks, they shall also notify the University mentor of this.

Article 9 INTERNAL RULES AND INSTRUCTIONS ISSUED BY THE INTERNSHIP HOST

9.1 The Internship host 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 Internship supervisor and/or University mentor's instructions.

9.2 In the event of a serious conflict between the internal regulations and this Internship Agreement, the Internship coordinator, University mentor or the Examination Board shall decide whether the Intern may commence the Internship under the internal regulations of the Internship host.

Article 10 CONFIDENTIAL INFORMATION

10.1 The Intern/University and the Internship host are obliged to keep the knowledge, data and other information they receive from each other confidential. This includes the trade secrets of these parties that become known to the Intern/University and the Internship host during the internship period and that the parties know or can reasonably suspect must be kept secret and may not be disclosed to third parties, hereinafter referred to as 'Confidential Information'. This confidentiality shall be valid indefinitely.

All information and results developed in the framework of the Internship assignment will be kept confidential by the parties until the Internship report is complete and the agreement between the Internship provider and the Intern/University on its publication and confidentiality has been established in accordance with Article 12.

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

Confidentiality does not apply in instances where Confidential Information, in the context of the assessment and supervision of the Internship assignment (e.g. the Internship report or the graduation report), must necessarily be shared with the University. The Intern may only share this Confidential Information with the University once the Internship host has given explicit permission. The Internship host may also impose conditions on the sharing of this Confidential Information with the University, but without preventing the Intern from being assessed or graduating.

The same rules apply to the Intern as to employees of the Internship host with respect to Confidential Information. Where the Trade Secrets Act[4] applies, the Intern shall:

a. refrain from invoking any right that the Intern may have or may be entitled to under that Act as *holder* of those trade secrets, and
b. comply with all obligations that this Law imposes on a *holder* of trade secrets, including the obligation to take reasonable steps to keep such trade secrets confidential.

The Intern may include Confidential Information about the Internship host in a confidential attachment of the Internship report, only if necessary and relevant for the Internship and after prior written agreement with the Internship host.

10.2 If the Internship host has given permission to include Confidential Information in the Internship report, thesis or other report, the confidentiality obligations as set out in this Article will not apply to the entire Internship report, thesis or other report but only to the separate components containing the Confidential Information. As an exception to the indefinite duration of confidentiality referred to in paragraph 1 of this Article, the confidentiality period for these components of the Internship report, thesis or other report will be as short as possible, in principle not exceeding two (2) years in order to be able to establish IP rights or publish peer review articles.

On the basis of a substantiated request, the Internship host may consult the University to keep certain Confidential Information of the Internship report, thesis or other report confidential for up to five (5) years. This longer period requires thorough argumentation as to the reason and the duration of the period and is included on the cover page of this agreement under Particulars.

In highly exceptional cases, such as long- term breeding programmes or drug development, including lab and bioinformatic processes that serve this purpose, or other particularly sensitive knowledge and technology with negative consequences for the national security of our country and impairment of Dutch innovative strength, a longer period may be agreed in consultation with the University.

10.3 University employees or other persons working for the University who, by virtue of their position and statutory duties, have access to Confidential Information of the Internship host, are bound, in addition to this Agreement, by the obligation of non- disclosure in accordance with the Collective Labour Agreement (CAO) for Dutch Universities, the professional code and/or applicable complaints or disputes regulations. To the extent that such an employee or other person has access to Confidential Information belonging to the Internship host:

a. the employee shall refrain from invoking any right that the employee may have or may be entitled to under the Trade Secrets Act as *holder* of those trade secrets, and
b. they shall comply with all obligations that the aforementioned Law imposes on a *holder* of trade secrets, including the obligation to take reasonable steps to keep such trade secrets confidential.

10.4 This duty of confidentiality shall not apply in relation to information that demonstrably:

a. was already publicly available when it was obtained; or
b. became publicly available other than through the actions or negligence of the Parties; or
c. was already in the possession of the Parties before the commencement of the Internship, provided that this information has not been directly or indirectly obtained from the Internship host, the University or Intern; or
d. was produced independently by the Parties without using any information supplied by the Internship host, University or Intern;
e. may be released with the written permission of the Parties; and/or
f. must be disclosed by the Parties by virtue of a statutory obligation, by virtue of an irrevocable decision of a competent public court or by virtue of an otherwise binding and unassailable decision of any administrative body, any regulatory or self-regulating body or authority (including the University's Scientific Integrity Committee or the National Scientific Integrity Initiative (LOWI), on the understanding that in such a case:
   I. the University and, in the given case, the Intern will enable the Internship host to take such steps as may be in the Internship host's interest in confidentiality; and
   II. only that part of the Confidential Information that is described in the relevant provision or in the relevant decision will be disclosed and only to the bodies, authorities and (legal) persons named therein.

10.5 In the event that the Internship host believes that the Intern has violated the duty of confidentiality or has failed to take reasonable steps to refrain from disclosing trade secrets, the Internship host will hold the Intern accountable and consult the University.

4 https://wetten.overheid.nl/BWBR0041459/2018-10-23 and https://business.gov.nl/regulation/trade-secret-protection/

In the event of a proven violation, the University may call the Intern to account and take appropriate measures. Under no circumstances shall the University be liable for the Intern's failure to comply with their duty of confidentiality.

In the event of established liability by one of the parties to this agreement for breach of confidentiality, liability shall be limited to the amount that will be paid out on the basis of the liability insurance taken out.

If no payment is made by the insurer due to demonstrable intent or gross negligence, in principle, no limitation of liability shall apply.

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

11.1 The knowledge and know-how (background information) provided by the Internship host for the purposes of the Internship, including any intellectual property rights to the same, remain the property of or are held by the Internship host and do not create any rights of use outside the framework of the Internship. The background information provided by the University for the purposes of the Internship, including the intellectual property rights vested in it, will remain the property of the University and will not create any rights of use.

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 report or other report or thesis shall be vested in the Internship host, unless:

a. The University can demonstrate that it has made a substantial contribution to the creation of the results generated; or
b. The results generated by the Intern (including know-how or an invention) that are not related to the subject matter of the Internship assignment and have been written, created or invented solely by the Intern during free time and without the use of Confidential Information, background information and facilities of the Internship host.

Any copyright on an Internship report, thesis or any other research findings, such as a report, shall constitute the Intern's intellectual property.

11.3 Insofar as necessary, the Intern transfers the intellectual property rights referred to in Article 11(2) to the Internship host in advance and delivers them to the Internship host, which transfer and delivery the Internship host accepts. Acting at the Internship host's request, the Intern shall do anything else required to assign such intellectual property rights, such as sign any documents needed for the transfer, application for and/or registration of such intellectual property rights.

11.4 If the Intern is subject to applicable law (e.g. patent law or copyright law) and as elaborated in the Appendix: 'Addendum Guidelines Intellectual Property and Students', which is part of this Internship Agreement, is entitled to compensation for lack of intellectual property rights, the Internship host, as the entitled party, is responsible for the payment thereof.

11.5 Prototypes and work products made within the framework of the Internship (including any crosses of genetic material, established DNA profiles, cell cultures, etc.) will be the property of the Internship host, unless otherwise agreed by the Parties.

11.6 The University shall be entitled to use any non-confidential outcomes produced during the Internship, at all times, for its internal, non-commercial research purposes or its educational, public relations and/or application purposes free of any royalties.

11.7 If the Intern has made a patentable invention, the Internship host will ensure that the Intern is listed as an inventor or co- inventor in the patent application and patent, respectively.

11.8 If the University can demonstrate that it has made a substantial contribution to the creation of the results generated, then the rights to these results and intellectual property belong to the University. If the right to final results, to which the University has made a substantial contribution, is indivisible or cannot be divided into partial rights, a joint intellectual property right exists for both the University and the Internship host. In order to avoid joint intellectual property as much as possible, 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 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. The transfer of intellectual property rights belonging to the University to the Internship host may not be withheld by the University on unreasonable grounds. If there are (joint) rights to results that accrue to the University, the Internship host and University will establish prior to the graduation session which rights to the results are (1) jointly owned, (2) owned by the University, or (3) owned by the Internship host.

11.9 Prior to any publication and, if applicable, prior to the registration of intellectual property rights, the parties will inform each other in writing about the results generated by them in the Internship and the intellectual property rights vested or to be vested in them.

11.10 Unless otherwise agreed, any costs involved in the application for and/or maintenance of a patent shall be borne by the applicant.

11.11 The foregoing provisions shall also apply mutatis mutandis to source code developed over the course of a graduation project.

Article 12 RIGHT OF DISCLOSURE

12.1 If the Intern gives a presentation, the Internship report, thesis or report will be made public. Publication also includes uploading to the University's repository as described in Article 12(2). In doing so, the Intern will take the provisions of Article 10.2 into account regarding the embargo arrangements. The Intern will provide the Internship host with a draft of the thesis report (including the title and summary) no later than one (1) month before the thesis report is officially submitted and, if required, the intended public final presentation. The Internship host has the right to have the graduation report placed under embargo if the Internship host believes that its (potential) intellectual property rights or commercial interests will be harmed. The embargo period shall, in principle, not exceed two (2) years but may, in exceptional cases, be extended to five (5) years, with the exception of a longer period for long-term innovation processes in the sectors next to the relevant knowledge security aspects, as referred to under *Particulars* on the cover page of this Internship Agreement. The extension to five (5) years based on specific Particulars must be approved by the appropriate body of the University. Approval may not be withheld on unreasonable grounds.

The Internship host has - in exceptional cases - the right to demand the removal of information from the graduation report in order to protect its business interests. The Internship host will make the required removal known to the Intern within fourteen (14) days of receiving the draft of the thesis report. If this has removed information necessary for the University's review of the thesis report, this information can be included in a confidential attachment. The Internship host determines if and what information may be included in a confidential attachment. The provisions of Article 10.2 shall apply to the confidential attachment.

If the University is of the opinion that, due to the lack of information, the thesis report cannot be adequately assessed, thus preventing graduation, the University and Internship host will consult with each other to reach a reasonable and equitable solution for all parties within a reasonable period of time.

12.2 When uploading the Internship report or other report or thesis, the Intern shall confer on the University the right to publish such a report through its repository. The confidential attachment will not be uploaded by the Intern.

12.3 If an embargo is agreed on, it will not apply to the metadata 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 submit the full graduation report to the University mentor and/or examiners.

Article 13 FEES AND LICENCES FOR SOFTWARE USE

13.1 Any software that the University supplies for educational purposes may not be used for commercial purposes.

13.2 Insofar as the Internship host and/or the Intern has/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 paragraph 2.

Article 14 PERSONAL DATA

14.1 Insofar as any personal data is used during their Internship, the Intern shall treat it with strict confidentiality, shall comply with all of the stipulated policy and security rules and shall not copy such personal data to mobile media. The Internship host is responsible for ensuring that the Intern is properly informed of the Internship host's applicable policies and safety regulations in this regard.

14.2 The Internship host shall only process the Intern's personal data for the purposes of executing this Internship 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:

a. not process more of the Intern's data than is necessary for the purposes of executing this Internship Agreement;
b. ensure that the data is correct;
c. not store any data for longer than is necessary for the purposes of executing this Internship Agreement;
d. ensure that only those persons who have been designated for this purpose have access to the Intern's data.

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

Article 15 INTERNSHIP 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 the University mentor.

15.3 In the event that the Internship supervisor, the University mentor and the Intern are unable to reach a solution, the disputes will be submitted to the Internship coordinator and/or, depending on the importance of the dispute, to the programme director, the Director of the Educational Institute or the Examining Board.

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 that the Intern may suffer while performing Internship activities.[5]

16.2 The Internship host shall be liable for damage caused by the Intern towards third parties during the performance of the Internship activities. The Internship host will not be liable on that basis, if it can be demonstrated that it has fulfilled its duty of care and/or if there is demonstrable deliberate recklessness or intent on the part of the Intern.

16.3 The Intern shall have a duty to take out private third-party liability and health insurance,[6] while accident insurance is also recommended.

16.4 As secondary cover, the University may take out collective liability and accident insurance for its students and Interns.

16.5 The Internship host will make every effort to protect the Intern from any form of harassment 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 that 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 provide the University with all the requisite licences and permits when requested to do so.

Article 17 TERMINATION OF 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 the mutual consent of parties; or
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 is entitled to immediately terminate the Internship Agreement after hearing the Internship supervisor and the Intern concerned:
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 cooperate with the Internship.
b. If the Intern or the University fail to comply with their duty of confidentiality in relation to the Internship host pursuant to Article 10.

The Internship host shall immediately notify the University mentor of a decision referred to under (a) and (b) through the Internship supervisor.

17.3 After hearing the Internship supervisor and the Intern in question, the University is entitled to terminate the Internship Agreement immediately and withdraw the Intern:
a. If, in the opinion of the University, the Internship does not meet the educational objectives or does not proceed in accordance with what has been agreed in this Internship Agreement, or if the Internship cannot reasonably be required to continue the Internship with the Internship host.
b. where regulations governing privacy and harassment have been contravened. The University shall immediately notify the Internship supervisor of such a decision through the intervention of a University mentor.

17.4 After consulting with the Internship supervisor and the University mentor, the Internship Agreement may be terminated with immediate effect if the Intern cannot reasonably be required to continue the Internship.

5 By definition, this liability cannot be excluded.
For clarity:
- In accordance with Chapter 6, Article 170 of the Dutch Civil Code, the Internship Provider is liable in the first instance for damage caused by subordinates (in this case also including interns) to third parties, and on the basis of Article 7:661 of the Dutch Civil Code for damage caused by the Intern to the property of the Internship Provider itself.
- In the unlikely event that the liability insurance of the Internship Provider provides no cover or insufficient cover, the Intern must first take out his/her own private liability insurance; if no cover can be found in the aforementioned actions, the collective liability insurance of the University (if taken out) may still be used as a safety net for third-party actions relating to legal liability.
- It is strongly recommended that the Intern takes out his/her own accident insurance.
- Damage involving or by a motor vehicle is excluded from coverage by the University.

6 See link and switch to English: You are studying or doing an internship | Wet Langdurige Zorg (Wlz) | SVB

17.5 Rights and obligations that, by their nature, should survive termination of the Agreement, such as those relating to non- disclosure of Confidential Information and personal data, shall survive termination of this Agreement.

Article 18 SUSPENSIVE CONDITION

18.1 This agreement has been concluded subject to the suspensive condition that the Intern 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 APPLICABLE LAW AND DISPUTES

19.1 This Internship Agreement shall be governed by and construed in accordance with the law of the Netherlands.

19.2 If a dispute arises, the parties will endeavour to find a solution in mutual consultation in accordance with the provisions of Article 15 of these 'Terms and Conditions of the Internship Agreement'. 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. The Dutch court of law shall enjoy exclusive jurisdiction to hear a dispute.

Article 20 FINAL PROVISION

20.1 In the event of conflict between this Internship Agreement and any other contract that the Intern signs with the Internship host, this agreement shall prevail.

20.2 In the event of a conflict of interpretation, the contents of the Dutch language version shall prevail.

(digitale) initials

University	Internship host	Intern