**Explanation for entering into an internship agreement with an intern of the Faculty of Industrial Design Engineering of TU Delft**

**Parties of the agreement**: The internship agreement is an agreement between the intern and the internship company. TU Delft is not a party so TU Delft will not sign the internship agreement.

An exception to this is a Nuffic agreement for a Non-EU/EEA student doing an internship in the Netherlands. Information and the aforementioned Nuffic agreement can be found at: <https://www.nuffic.nl/onderwerpen/wet-en-regelgeving-voor-internationale-studenten/>.

Only with the IDE supplementary agreement (as mentioned in article10 of the Nuffic agreement) will TU Delft sign the Nuffic agreement. The internship coordinator will provide this supplementary agreement at the intern’s request.

TU Delft regularly receives requests to sign internship agreements in order for organisations to receive funding. However as there is currently no funding available for academic internships at BSc or MSc level, this request will not be granted.
Please check the RVO website for the latest guidelines regarding internship funding: <https://www.rvo.nl/subsidies-regelingen/subsidieregeling-praktijkleren>.

**IP and Results:** background IP of the internship company should remain the property of the internship company. IP on foreground information such as research, the design process and results the intern generates during the internship, can be transferred to the internship company by means of the internship agreement with the exception of the authorship on the internship report.

In the event of a patent application on the work of the intern, according to Dutch law (article 12 Dutch Patent Act) and corresponding jurisprudence, the internship company is obliged to state the intern as (co)inventor in the application and pay the intern a reasonable financial bonus for loss of patent rights.

**Confidentiality:** TU Delft policy does not allow a student to sign any penalty clauses.

Please share confidential background information with the intern necessary for the internship only. In contrast with an IDE MSc graduating student an IDE intern is not obliged to share confidential background information with TU Delft employees involved or to have the report published. However, the intern will write one report for both the internship company and for TU Delft assessment. The TU Delft internship teacher/coordinator assesses on reflection and insights the intern has accomplished during the internship. Internship companies are advised to check the report for confidential information.

One way around the issue of internship reports containing confidential background information is for the company to request that the intern puts all confidential background information in a confidential appendix and refer to this appendix in the report. Again in contrast with an IDE MSc graduating student the intern is allowed to pull detailed foreground information such as the research done - and results generated- out of the internship report in the confidential appendix as long as the report remains readable and the learning goals of the intern such as insights and reflections are addressed properly.

If confidential information is incorporated into the report, for example in the case of confidential information being so entwined that the report is rendered unreadable without it, or cannot be assessed properly, please note that TU Delft employees are, through their Collective Labour Agreement of Dutch Universities art. 1.16, obliged to keep secret any information designated as such. Therefore a Non Disclosure Agreement for employees will not be accepted. Check this link for the latest version of said Labour Agreement: <https://www.vsnu.nl/en_GB/cao-universiteiten.html>

The report will be stored for the legal retention period.

**Publication:** For students it is important they can show what they have done during their study for example in their portfolio, so make sure to agree on a publication with the intern.

**Costs:** To pay the intern a financial compensation for the work is not obligatory however it is customary for internships at academic level to be compensated. Average amounts can be found at: <https://www.nationalevacaturebank.nl/carriere/Salaris/Hoeveel-stagevergoeding-kan-jij-krijgen>

**Liability:** Use of the internship results is at the risk of the Internship company.
The intern/TU Delft in no way warrant the correctness, completeness and/or authenticity of the internship results.

Damage suffered by the intern: according to Dutch law (article 7:658 Civil Code) and corresponding jurisprudence the internship provider is liable for any damage the intern suffers while carrying out Internship activities. Exceptions: If the internship provider can demonstrate to have fulfilled the obligation to take measures and provide instructions for performing the work as is reasonably necessary to prevent that the intern suffers damage in the performance of his duties, or if the damage suffered is to a large extent the result of intent or deliberate recklessness of the Intern. In these cases the internship company cannot be held liable.

Damage caused by the Intern: according to Dutch law (article 6:170 Civil Code) and corresponding jurisprudence the internship company is liable for any damage caused by the intern. Exception: If damage is to a large extent the result of intent or deliberate recklessness of the intern, the intern can be held liable.

TU Delft will not accept any transfer of liability to the TU Delft or the intern. Internship companies are therefore strongly advised to have a liability insurance in place with adequate coverage. TU Delft advises interns to have sufficient medical insurance and personal liability insurance.

**Miscellaneous:** The internship company should arrange a workspace, including hardware and software. Due to university user agreements interns are not permitted to use their own equipment and/or software provided by or via the university for commercial purposes.

In an internship agreement a non-competition clause is not allowed as an intern is not an employer.

**Applicable law and competent court:** the internship agreement should be subject to the law of the Netherlands. Disputes the parties are unable to resolve, can be submitted to the applicable court in The Hague.