**Internship agreement (standard) TU Delft, Faculty of Industrial Design Engineering (IDE)**

**The Undersigned:**

1. Name of internship company, Address of internship company, Chamber of commerce number, legally represented by Name,
Hereinafter to be referred to as ‘Internship company’;

And

1. Name of student, Address of student registered as a student at the TU Delft, Student number, Faculty of Industrial Design Engineering (IDE) in the Bachelor or Master programme, hereinafter to be referred to as ‘Intern’;

**Whereas:**

* The Internship company acknowledges the Intern’s purpose is to gain practical experience in a work organization and ensures the Intern is given tasks and responsibilities in accordance with the Intern’s competency levels; the Intern acknowledges the Internship company’s purpose to expand academic knowledge and creativity and the Internship company’s need to protect its business.
* The purpose of this internship agreement (hereinafter: ‘agreement’) is to provide adequate guidance for the Intern, allowing the Intern to act in accordance with the internship regulations of TU Delft, Faculty of IDE.
* The Intern will perform the Internship to the best of his/her ability and knowledge but will not guarantee specific results to be achieved.

**Hereby agree as follows:**

***Internship***

Article 1

Parties agree that, as part of the academic IDE education programme, the Intern shall execute an

internship resulting in an internship report which will be assessed by TU Delft.

While carrying out the Internship the Intern remains enrolled as an IDE BSc or MSc student at

TU Delft.

The internship constitutes part of the curriculum. The mandatory components of the internship are set out in the applicable study guide and the internship manual.

Article 2

The Internship is scheduled to start on day, month, year and end on day, month, year. The total internship period equals the standard amount of EC’s of the concerning internship with a study load of 28 hours per EC. The Intern will perform the internship for Amount of hours hours per week.

The internship is designed to extend the intern’s knowledge, skills and experience for the benefit of their study programme. As such, this agreement does not seek to serve as an employment contract under the terms of Section 7:610 of the Dutch Civil Code, nor is it intended to be such either.

***Workplace and guidance***

Article 3

The Internship company shall enable the Intern to perform work at the Internship company’s premises and make available a suitable workplace. For the company an internship mentor Name of mentor, will provide adequate guidance.

If the Intern is ill, the Intern shall notify the Internship mentor immediately and the Internship coordinator of TU Delft after 10 days.

***Internal rules and instructions Internship Company***

In the interests of order, health and safety, the Intern will observe the Internship company's rules of conduct, regulations and instructions which the Internship company makes available to the Intern before the start of the internship.

***Financial compensation and reimbursement***

Article 4

1. The Internship company undertakes to transfer a financial compensation of € Reimbursement in numbers (Reimbursement written out euros) net each month to the bank account of the Intern during the period referred to in Article 2.
2. Reimbursement for travel and/or accommodation expenses, prototyping costs or other expenses are agreed on between the Internship company and Intern as follows: Agreement on other expenses

***Background and Foreground (intellectual property rights)***

Article 5

Any know how, knowledge, including any (intellectual) property rights to the same (hereinafter: “Background”) of the Internship company will remain vested in the Internship company. The Intern uses Internship company’s Background for the purpose of the internship only.

The intellectual property rights to all results generated by the Intern during and relating to the Internship (hereinafter: Foreground), with exception of copyright on the internship report, shall vest in the Internship company. The Intern will deliver the Foreground as is and no way warrants the correctness, completeness and/or authenticity of the Foreground.

In so far as is necessary, the intern shall assign and transfer in advance any intellectual property rights (Foreground) to which the internship company is entitled, and which are referred to in this article to the Internship company and the latter consents to such assignment and transfer. Acting at the request of the Internship company, the intern shall do anything else that is required to assign such intellectual property rights, such as sign any documents needed for the assignment, application for and/or registration of such intellectual property rights.

Article 6

1. If the Intern’s work results in an invention the Internship company shall be entitled to the patent. The Internship company will pay all costs associated with the patent application and/or patent maintenance.
2. The Internship company shall state the name of the Intern as (co)inventor in the patent application and patent and will pay the Intern a financial compensation (bonus) for the loss of patent rights.
3. Models and prototypes will be the property of the Party at which costs they have been produced.

***Confidential information***

Article 7

1. For a period of three (3) years after it is disclosed, the Intern shall not disclose any information which the Internship company has presented in writing to the intern and has marked in writing as confidential. Any confidential information which is supplied in verbal form must be confirmed in writing and designated as confidential within fourteen (14) days.
2. This obligation of confidentiality shall not be applicable to information which:
* Is already in the possession of the Intern at the moment the Intern is informed of this information by the Internship company;
* which is publicly available on the day the Intern is informed of this information by the Internship company;
* legitimately obtained by the Intern from third parties;
* publicly available after the date on which the Intern has been informed of this information, other than through the illegitimate action or negligence of the Intern;
* the Intern has produced independently without using any information supplied by the Internship company.
1. The Intern will deliver the draft report in time for the Internship company to check it on confidential information in a reasonable period of time. This reasonable period of time should not keep the Intern from handing in the report at the latest two weeks after the last day of the Internship.

***Reporting, publication and assessment***

Article 8

The Intern shall report to the Internship company regarding progress and results of the Internship. The Internship shall be concluded with one Internship report for both the Internship company and TU Delft.

Article 9

During the Internship, the Intern shall exchange ideas in relationship to the work with third parties only with the Internship company’s permission. The Intern has no obligation to TU Delft to publish or present the work. However, the Intern might do a proposal for a publication in, for example, a portfolio. Approval of said publication proposal will not be unnecessarily withheld by the Internship company. An examiner shall prepare an assessment in accordance with the guidelines set out in the internship and/or the education and examination regulations. The internship report will be read and assessed by the examiner; any confidentiality agreements may not exclude an assessment by the examiner.

***Liability***

Article 10

1. The Internship company is in accordance with article 7:658(4) of the Dutch Civil Code liable for:
* any damage the Intern suffers while carrying out Internship activities unless the Internship company 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 a consequence of wilful intent or gross negligence of the Intern.
* any damage caused by the Intern unless this damage is the consequence of wilful intent or gross negligence of the Intern.
1. If the Internship company uses any Foreground obtained from the internship or Intern, or enables third parties to use this Foreground, the Internship company indemnifies the Intern against all damage claims.
2. The Intern is advised by TU Delft to take out health insurance and personal liability insurance with sufficient coverage.

***Early termination***

Article 11

1. An internship shall terminate:
* at the end of the agreed period;
* as soon as the intern ceases to be registered as a student of the TU Delft;
* by mutual consent in writing;
* in the event that the Internship company goes insolvent, is granted a moratorium on payments or its legal entity is dissolved.
1. The Internship company shall be entitled to terminate this agreement immediately after having informed TU Delft and having heard the intern involved in the event that the Internship company 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 Company cannot reasonably be required to continue to assist with the internship;
2. If the agreement is terminated, it shall cease to have effect for both Parties although reimbursement as meant in article 2 will not be repaid. Upon termination or expiry of this agreement, article 5, 6, 7 and 10 shall remain in force.

***Miscellaneous provisions***

Article 12

The Internship company and the Intern shall consult with each other and the Internship coordinator to decide on matters not provided for in this agreement. If problems, of whatever kind, arise during the Internship, the Intern shall consult first with the Internship company and inform the internship coordinator of TU Delft.

***Governing law and jurisdiction***

Article 13

This agreement shall be governed by and construed exclusively in accordance with the law of the Netherlands. In the event that a dispute occurs, the parties shall endeavour to resolve it in mutual consent. Any disputes arising from this Agreement that cannot be resolved by mutual consent shall be submitted exclusively, also in summary proceedings (in Dutch: kort geding) to the competent court in The Hague.

**Agreed, drawn up and signed in duplicate,**

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| --- | --- |
| Dated, day, month, year | Dated, day, month, year |
| City of Place of signing | City of Place of signing |
| Official number chamber of commerce company | Name intern |
| Name and position company contact(Signature) | (Signature) |
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