

Contracts for graduation internships : Tips and procedures **Version 29/4/2020**

For a graduation project at a company (or another external institute), it might be required to sign a tri-partite graduation agreement (between you, the external institute and the TU Delft) that covers issues such as confidentiality, supervision and publication of your thesis.

For this agreement, you have to use the standard contract of the TU Delft (as published on the portal). This contract always has to be signed by the dean, so not by your supervisor.

If such a tri-partite contract has to be signed, then send a mail to j.b.j.grootkormelink@tudelft.nl including

- the contract
- all appendices
- proof of consent by your supervisor (copy of the e-mail is enough).

For a bilateral contract (so between you and the institute or company, you will find below some useful tips in the appendix. If you have doubts about confidentiality or publication issues, please consult your supervisor.

Appendix:

A bilateral contract for your graduation internship: What do you need to know and check

Penalty Clause

Check if a penalty clause is included in the contract. This is unreasonable and negotiable. If you decide to sign the contract despite such a clause, you will be doing so at your own risk.

Non-compete clause

Check if a non-completion clause included in the contract. This means that upon the termination of the contract, you may not work in the same field for a certain period of time or else you will have to pay a fine.

According to TU Delft, this is unreasonable.

Liability

The company/institute cannot transfer liability to you or to TU Delft. If liability is not mentioned in the contract, the general law applies but always check.

Employee versus intern

The internship or graduation work is part of your study at TU Delft. So, when you are an intern, you do not have the status of an 'employee', as defined in the Netherlands Civil Code (7:610). Instead, the company is an 'internship provider'.

That means that you have different obligations than an employee or freelancer. You have to make an effort but you cannot be contractually obligated to achieve specific results.

Check the contract in this regard.

Intellectual Property

If a student has participated in an invention which may be patented, he/she shall be identified as inventor in the patent application and shall be entitled to financial compensation from the Company, based on Article 12.6 of the Dutch Patents Act (Rijksoctrooiwet 1995). If you think that your thesis may result in a patent, then discuss this issue beforehand (also with your TU Delft supervisor) and not afterwards.

Last but not least: Confidentiality and publication

Please check the tri-partite contract of the TU Delft (Article 7 and 9). The internship provider has to agree with these rules so that you can defend and publish (embargo: maximum of 2 years) your thesis. If you have concerns in this respect, please consult your supervisor.