

MODEL INTERNSHIP AGREEMENT

For students from the Netherlands and EU countries.

The undersigned:

Name of internship provider:

Located at:

Legally represented by:

Phone number:

E-mail address:

In case of other internship location:

Location name:

Located at:

Hereinafter referred to as: **internship provider**

and

Name of intern:

Date of birth:

Address:

Phone number:

E-mail address:

Hereinafter referred to as: **intern**

and

Name of educational institution: **Stichting Hogeschool Rotterdam**

Located at:

Legally represented by:

Job title:

Phone number:

E-mail address:

Hereinafter referred to as: **Rotterdam University of Applied Sciences**

Considering that:

- a. The intern is registered as a student for the [year] study year for the full-time/part-time/dual study programme [name of study programme], at Rotterdam University of Applied Sciences.
- b. In that context, the intern will perform tasks at the internship provider that are in line with the study programme as included in the curriculum;
- c. The internship provider and Rotterdam University of Applied Sciences must provide a relevant learning environment; and
- d. For that reason, the parties wish to lay down arrangements regarding the internship to be followed by the intern.

The parties agree as follows:

Article 1 Start and duration of the internship

1. The internship starts on date.
2. The intern will complete number of hours per week, during number of weeks.
3. The intern is obliged to work on the assignment agreed by the parties for the purpose of demonstrating the learning objectives required for the completion of the corresponding course on average at least hours per week of the hours mentioned under 2.
4. When determining the working hours, the internship provider will consider the education to be followed by the intern at Rotterdam University of Applied Sciences.

Article 2 Content of the internship

1. While performing the tasks, the intern works on the qualifications/learning objectives as following from the assessment criteria and included in the course guideline. The learning objectives drawn up by Rotterdam University of Applied Sciences as included in the course guideline form part of the agreements in this agreement.
2. The intern will perform the agreed tasks to the best of their ability. The internship provider will provide the intern with the opportunity to perform those tasks relevant to the achievement of the learning objectives.
3. The intern has no final responsibility in their position. This will always rest with the internship provider.
4. Under social legislation, the intern will not have employee status. The intern will not be used to fill a job vacancy, temporary or otherwise, and will therefore always be 'supernumerary'.

Article 3 Supervision and assessment

1. The intern will be supervised from the internship provider by NAME, POSITION, hereafter company supervisor, and from Rotterdam University of Applied Sciences by NAME, hereafter school supervisor. The school supervisor is not an examiner of the student.
2. The intern reports state period on the progress of the tasks to the supervisors and consults with them at least once per state period.

3. At least one examiner from the study programme assesses the intern.¹ The company supervisor has an advisory role in this assessment. In the final assessment, the examiner(s) may deviate from this advice.
4. The **graduation** internship has a study load as listed in the Student Handbook. An assessment form in the course guideline describes the basis on which these credits can be obtained.
5. If the student does not pass the assessment of the graduation internship, the internship can be extended for a period up to 3 months.

Article 4 Quality of internship

1. The internship provider ensures that the intern's workplace and situation comply with the applicable (health and safety) laws and regulations.
2. The intern observes all rules of conduct and instructions given by the internship provider for the sake of order, safety, and good health. In addition, during the internship, interns also abide by the Rotterdam University of Applied Sciences Student Handbook, including the Code of Conduct and Integrity.
3. The internship provider will ensure that the intern will not be alone in a work situation unless the work situation requires it, such as in confidential interview situations. The internship provider will always ensure the safety and protection of the intern in such a situation.
4. The internship provider will provide a (work) environment in which the intern can complete the internship free of undesirable behaviour, such as bullying, harassment or discrimination. The intern shall inform the school supervisor and internship provider without delay if they feel intimidated and/or discriminated against. In addition, the intern may report to one of the confidential counsellors of Rotterdam University of Applied Sciences.

Article 5 Provision of information and confidentiality

1. The internship provider will provide the information necessary for the intern to meet the requirements set by both the internship provider and Rotterdam University of Applied Sciences. All materials and documents of any kind that the internship provider makes available to the intern, or that the intern obtains through the internship provider, are and will remain the property of the internship provider, unless otherwise agreed between the internship provider and the intern.
2. The intern is obliged to keep confidential anything that comes to the intern's knowledge during the internship and that the intern knows or should reasonably know is of a confidential nature. In so far as necessary for the supervision and assessment by Rotterdam University of Applied Sciences, the school supervisor and/or examiner(s) are entitled to take cognisance of this confidential information. This examiner/These examiners are subject to the same duty of confidentiality as the intern. Publication of the (study) report requires the prior consent of the internship provider.
3. Upon termination of the internship, the intern will return such property in full to the internship provider immediately or as soon as possible after completion of the internship, without withholding copies in any way.

Article 6 Absence due to illness

1. In case of illness or absence due to an urgent reason, as well as resumption after illness or absence, the intern shall immediately inform the internship provider and the school

¹ If necessary, adjust this paragraph in accordance with the assessment procedure set by the study programme. Do leave the distinction between advisory and evaluative. Note that at graduation, at least one examiner must not have been involved in the supervision.

supervisor. The internship provider will inform Rotterdam University of Applied Sciences immediately in case of the intern's absence.

2. As soon as the absence is of such a magnitude that, in the opinion of the examiner(s), there is insufficient basis to assess the internship, the parties will try to reach further agreements on completing the internship (e.g., extension of the original internship duration).

Article 7 Internship remuneration

1. During the internship period, the intern **will/will not** receive remuneration. The remuneration is €..... gross per month.
2. The internship provider applies tax regulations.
3. Travel and accommodation expenses incurred by the intern within reason **will be/will not be** reimbursed. The intern **is/is not** in possession of an annual public transport card and **will/will not** receive a travel allowance.

Article 8 Personal details

1. The parties declare that in processing personal data, they will act in accordance with the privacy statement and the provisions of the applicable privacy regulations.
2. The intern will use the personal data disclosed to the intern in connection with the internship only for performing the tasks associated with the internship and related assignment.
3. If, in the opinion of either party, there is a breach of the GDPR and/or other applicable laws and regulations regarding the processing of personal data, the party by whom the alleged breach takes place shall inform the other parties of the breach without unreasonable delay and at the latest within 24 hours of becoming aware of it. The relevant party hereby provides all relevant information as included in the most recent data breach form of the Dutch Data Protection Authority, which can be found on the website of the Dutch DPA (*Autoriteit Persoonsgegevens*). The parties have put in place adequate policies and procedures to respond to a personal data breach without delay to prevent or limit unauthorised access, modification and disclosure or otherwise unlawful processing and prevent its recurrence.

Article 9 Intellectual property

1. The intellectual property of products created by the intern in the broadest sense of the word, or intellectual property created after the termination of this agreement that is based on tasks performed within the internship, shall belong to the internship provider.

Article 10 (Interim) termination

1. This agreement ends by operation of law after the expiry of the period mentioned in Article 1, provided that the intern has worked the mandatory total number of hours within the said period.
2. The internship provider and intern may terminate this agreement prematurely by written notice to the other party, subject to two months' notice, or sooner if there is mutual agreement. Both the internship provider as well as the intern will contact the school supervisor about possible interim termination of the internship.
3. Either party can terminate the agreement with immediate effect if circumstances arise such that that party cannot reasonably be required to continue this agreement. Such a decision will not be taken until after the other parties have been heard on the matter to reach a solution.
4. The internship provider will be entitled, after hearing the intern and Rotterdam University of Applied Sciences, to terminate the agreement with immediate effect if:

- a. The intern does not follow the regulations and/or instructions of the internship provider;
 - b. The intern fails to comply with their duty of confidentiality or any other obligation under this agreement;
5. This agreement shall further terminate by operation of law in the interim:
 - a. on the first day following that on which the intern obtains their diploma;
 - b. if, for whatever reason, the intern is no longer enrolled in the relevant study programme at Rotterdam University of Applied Sciences;

Article 11 Disputes

1. In case of problems during the internship, the intern will first contact the company supervisor and/or a manager at the internship provider. Disputes between the intern and the internship provider will be referred to the school supervisor.
2. If the internship provider, the school supervisor and the intern do not reach a solution, the problem will be submitted to the representative of Rotterdam University of Applied Sciences and the representative of the internship provider, as mentioned at the top of this agreement.

Article 12 Liability

1. In principle, the internship provider is liable for damage suffered by the intern during or in connection with the internship, unless the internship provider demonstrates that it has complied with the obligations referred to in Article 7:658(1) of the Dutch Civil Code, or that the damage is to a significant extent the result of intent or deliberate recklessness on the part of the intern. If there is intentional or deliberate recklessness, the intern is liable.
2. The internship provider is liable for damage caused by the intern in the performance of the tasks during or in connection with the internship to the (property of the) internship provider or to (the property of) third parties, unless intent or conscious recklessness on the part of the intern can be determined. If there is intentional or deliberate recklessness, the intern is liable.
3. Rotterdam University of Applied Sciences is not liable for any damage suffered by the intern as a result of early termination of this internship agreement.

Article 13 Concluding provisions

1. Changes to that which has been agreed will take place in discussion between the intern, internship provider and school supervisor. If no solution is reached jointly, the same procedure as in Article 11 ('Disputes') applies.
2. In cases not provided for in this agreement, the internship provider and Rotterdam University of Applied Sciences will decide jointly after consultation with the intern.
3. This agreement is governed by Dutch law.
4. By signing this internship agreement, the undersigned agree to provide the intern with an opportunity to expand their knowledge and skills within the organisation of the internship provider. By signing this internship agreement, the undersigned explicitly do not enter into an employment contract as intended in article 7:610 of the Dutch Civil Code.



Agreed and drawn up in triplicate and signed for agreement in **Rotterdam** on **dd-mm-yyyy**.

For **Rotterdam University of Applied Sciences**

Name:

Job title:

Signature:

For **internship provider**

Name:

Job title:

Signature:

The **intern**

Name:

Signature:

Privacy statement applicable to the internship agreement

Purpose limitation

1. The internship provider and Rotterdam University of Applied Sciences declare that they comply with the provisions of the applicable privacy legislation in processing personal data in connection with the internship.

Responsible party / Register of processing operations

2. The internship provider and Rotterdam University of Applied Sciences declare that each has a designated data controller for their part of the processing activities. They have entered all personal data shared with one another in connection with the internship in a separate register of processing operations kept by each party.

Necessity

3. The internship provider and Rotterdam University of Applied Sciences only process personal data that is strictly necessary for a successful execution of the internship, for the assessment of the intern, for accreditation and inspection purposes or to comply with fiscal regulations.

Third-party consent

4. In processing third-party personal data, unequivocal and freely given consent is assumed. Third parties are understood to mean other natural persons than those employed by the internship provider, Rotterdam University of Applied Sciences or intern. All consent must be registered; verbal consent does not suffice.

Anonymity

5. In the event of the processing of third-party personal data, the internship provider and Rotterdam University of Applied Sciences ensure that this data is only shown in anonymous form in reports (or other content) in which this data is included, unless these third parties have given their consent to include their personal data in reports or other content. For third parties under the age of 16 years, this consent must be obtained from their legal representative(s).

Informed parties

6. Only employees of the internship provider and Rotterdam University of Applied Sciences involved in the supervision, instruction and assessment of the intern may access personal data within the context of such supervision, instruction and assessment.

Data breaches

7. In the event of a violation of the personal data protection requirements as intended in Article 4, Section 12 of the General Data Protection Regulation (data breach), the party that (or the party on whose infrastructure) is responsible for the violation must inform the other party fully and correctly immediately after discovering such a breach and take all necessary measures to put an end to the violation.

Retention periods

8. The internship provider and Rotterdam University of Applied Sciences will not store the personal data for longer than strictly necessary. Rotterdam University of Applied Sciences uses the retention periods stated in the Selection List for Universities of Applied Sciences. The internship provider will delete personal data in its possession at the first request, unless the internship provider is unable to comply with the request due to a statutory provision. In this case, the internship provider informs Rotterdam University of Applied Sciences of this and, once the retention obligation expires, deletes and destroys the personal data.