

# Confidential graduation project

## Graduation Project agreement confidential graduation project Information Technology NHL Stenden Emmen

### The undersigned:

- 1 \_\_\_\_\_<sup>1</sup>, domiciled in \_\_\_\_\_<sup>2</sup>  
and with offices at \_\_\_\_\_<sup>3</sup>,  
registered in the Netherlands Trade Register under number \_\_\_\_\_<sup>4</sup>, represented  
by \_\_\_\_\_<sup>5</sup>, hereinafter referred to as 'institution',
- 2 \_\_\_\_\_<sup>6</sup>,  
hereinafter referred to as 'student',
- 3 **Stichting NHL Stenden Hogeschool**, domiciled in Leeuwarden with offices at Rengerslaan  
10 in (8917 DD) Leeuwarden, registered in the Netherlands Trade Register under number  
41002686, represented by N. Doorn, team leader, hereinafter referred to as 'university of  
applied sciences'.

The institution, student and university of applied sciences are hereinafter also referred to individually  
as 'party' and collectively as 'parties'.

### whereas:

- The university of applied sciences maintains NHL Stenden University of Applied Sciences;
- The student attends a study programme at the university of applied sciences, which programme is  
classified as higher professional education;
- A graduation project is a typical component of the study programme;
- The institution wishes to give the student the opportunity to carry out a graduation project at the  
institution;
- The student wishes to carry out the graduation project in the institution;
- In case of a non-EU / EEA student: the graduation student is a non-EU/EEA student with a student  
resident permit (study visa) valid for the duration of the graduation project;<sup>7</sup>
- Parties wish to record their agreements regarding the graduation project in this agreement.

### declare to have agreed as follows:

#### Article 1 Graduation project

- 1 The student will, in the context of his bachelor programme Information Technology  
(crohonumber 34479), carry out a graduation project at the institution in accordance with the  
provisions in this agreement.

---

<sup>1</sup> Name company/institution

<sup>2</sup> Place

<sup>3</sup> Address/postal code/place

<sup>4</sup> Number

<sup>5</sup> Name/position

<sup>6</sup> Name intern/address/date of birth and birth municipality

<sup>7</sup> The institution must include a copy of the residence permit in the personnel administration as well as the ID

- 2 The student will remain registered as a student at the university of applied sciences for the duration of the graduation project.
- 3 The institution will have the student carry out tasks as described in Appendix 1 and provides the student with sufficient information and facilities.
- 4 The institution will only have the student carry out other tasks insofar as they dovetail with the provisions in Appendix 1 and they do not impede the implementation of said provisions.

## **Article 2 Duration, base location, working environment, working hours and leave**

- 1 The graduation project comprises in total \_\_\_\_<sup>8</sup> and commences on \_\_\_\_\_<sup>9</sup> and ends on \_\_\_\_\_<sup>10</sup>.
- 2 The student's base location is \_\_\_\_\_<sup>11</sup>.
- 3 The institution ensures that the student's working environment in the institution meets the statutory requirements.
- 4 The student's working hours are agreed between the student and the institution and dovetail with the institution's current working hours arrangements. The institution provides the student with sufficient opportunity to meet his obligations towards the university of applied sciences with respect to the graduation project as described in Appendix 1.
- 5 The student is entitled to \_\_\_\_\_<sup>12</sup> days holiday.

## **Article 3 Supervision and assessment**

- 1 The student is supervised by the university of applied sciences and the institution as determined in Appendix 1
- 2 On the part of the university of applied sciences the intern is supervised by one of the graduation project supervisors mentioned in appendix 1.
- 3 On the part of the institution the student is supervised by \_\_\_\_\_<sup>13</sup>.
- 4 The student is assessed as determined in Appendix 1.

## **Article 4 Remuneration**

- 1 The institution does not owe the university of applied sciences any compensation and the university of applied sciences does not owe the institution any compensation concerning the graduation project.
- 2 The institution pays the student a gross amount of € \_\_\_\_\_<sup>14</sup> per month and reimburses of € \_\_\_\_\_<sup>15</sup> for travel expenses for commuting.
- 3 The institution pays the expenses incurred by the student during and for the graduation project only after its prior written permission.

## **Article 5 Carrying out the assignment tasks**

- 1 When working on the tasks related to the graduation project, the student will comply with the regulations and instructions of the university of applied sciences and the institution.

---

<sup>8</sup> Amount

<sup>9</sup> Starting date

<sup>10</sup> Ending date

<sup>11</sup> Place

<sup>12</sup> Amount

<sup>13</sup> Name/position

<sup>14</sup> Amount

<sup>15</sup> Amount per month, per km etc.

- 2 The student will carry out the tasks to the best of his ability, in accordance with the statutory regulations and this agreement.

#### **Article 6 Intellectual property<sup>16</sup>**

- 1 Intellectual property rights, including the copyright, on products produced by the student within the scope of the graduation project, belong to the institution. Insofar as is required, the student assists in transferring these rights to the institution.
- 2 The student and the university of applied sciences require the institution's express written permission to publish and reproduce the graduation reports, without prejudice to the provision in sub 3 of this Article.
- 3 The institution herewith grants the university of applied sciences an irrevocable license free of charge to use the graduation reports for the assessment of the student as well as for accreditation of the study programme and conducted research by government regulators for the duration of ten years from the end date of the graduation project as intended in Article 2 sub 1.
- 4 The student is not entitled to capitalise on the results that have been achieved or the knowledge that has been gained within the framework of the graduation project.

#### **Article 7 Confidentiality and personal data**

- 1 All parties commit themselves for the duration of this agreement as well as after its termination, to keep confidential all information that they receive directly or indirectly within the framework of the graduation project and with respect to which they are sworn to secrecy or of which they grasp or should have grasped its confidential nature, unless a statutory regulation or judicial decision obliges them to communicate or publish this information.
- 2 Parties will for the duration of this agreement as well as after its termination, make no statements that are damaging to another party.
- 3 The university of applied sciences processes the personal particulars of the institution's employees that it acquires within the framework of the graduation project on behalf of the organisation and for the purpose of evaluating the graduation project and for assessing the student. The university of applied sciences will process the personal data in accordance with the statutory regulations.

#### **Article 8 Insurance**

- 1 The university of applied sciences has taken out liability insurance which in principle includes students as insured parties insofar as their liability is not covered elsewhere.
- 2 The university of applied sciences has taken out collective accident insurance which in principle includes students and employees of the university of applied sciences as insured parties.
- 3 The institution and the student can obtain, from the university of applied sciences upon request, information about the cover and the insured sums of the insurances taken out by the university of applied sciences as mentioned in this Article.

#### **Article 9 Commencement, duration and termination of agreement**

- 1 This agreement comes into effect as per today.
- 2 This agreement terminates, without requiring any legal act, on the end date of the graduation project as stipulated in Article 2 sub 1.

---

<sup>16</sup> Another arrangement may be agreed, with the exception of the provisions in sub 2.

- 3 This agreement terminates prematurely without requiring any legal act and without any obligation on the part of any party to pay damages:
  - a On the date that the student is no longer a registered student at the university of applied sciences;
  - b On the date of the student's demise.
- 4 The university of applied sciences and the student can each separately terminate this agreement prematurely with immediate effect by notice in writing to the other parties, without judicial intervention and without the obligation on their part to pay damages, if:
  - a The institution does not give the student any tasks as described in Appendix 1;
  - b The institution does not comply with the statutory regulations concerning the student;
  - c The institution is dissolved, is declared bankrupt, has applied for a moratorium, or part or all of the institution's capital has been attached.
- 5 The institution can terminate this agreement prematurely with immediate effect by notice in writing to the other parties, without judicial intervention and without the obligation on its part to pay damages, if:
  - a In the opinion of the institution, the student does not comply with the regulations or instructions of the institution;
  - b The student behaves otherwise in such a manner or such circumstances occur that the institution cannot in all reasonableness be expected to let the student continue his graduation project within the institution;
  - c The student or the university of applied sciences does not observe the duty of confidentiality as described in Article 7.
- 6 Each party can terminate this agreement prematurely by notice in writing to the other parties, without judicial intervention and without the obligation to pay damages to any party, with due observance of a notice period one month.
- 7 The provisions in this Article keep the legal possibilities for terminating this agreement intact.
- 8 Provisions that by their very nature are intended for that purpose remain valid even after the termination of this agreement. These include at least Article 7 (Confidentiality and personal particulars), Article 8 (Insurance), Article 14 (Governing law).

#### **Article 10 Supplements and changes**

Supplements and changes to this agreement and the related appendices apply only if they are laid down in writing in a supplementary agreement between parties.

#### **Article 11 Transference and third parties**

- 1 No party is permitted to transfer or pledge any rights from this agreement to a third party or create any other restricted right in respect of the agreement without the written permission of the other parties. This provision applies as a condition under the law of property as intended in Article 3:83 sub 2 of the Civil Code.
- 2 Third parties cannot derive any rights from this agreement.

#### **Article 12 Nature of the agreement**

This agreement is not an employment contract in the sense of Article 7:610 of the Civil Code.

#### **Article 13 Appendices**

- 1 This agreement includes the following appendices:  
Appendix 1: Handbook graduation project (Can be found on Blackboard and handed over by the student to the institution).

- 2 These appendices are an integral part of this agreement.
- 3 Each party confirms they have received these appendices.

#### **Article 14 Governing law**

This agreement is governed exclusively by Dutch law, unless governed by another law by virtue of a mandatory statutory regulation.

**Thus agreed, prepared in triplicate and signed in Emmen on \_\_\_\_\_<sup>17</sup>,**

<b>Institution</b>	<b>Intern</b>	<b>University of Applied Sciences</b>
Signature	Signature	Signature
Name	Name	Name N. Doorn

---

<sup>17</sup> Date