

Internship agreement Bachelor Information Technology NHL Stenden Emmen

The undersigned:

- 1 Quality ICT¹, domiciled in Emmen²
and with offices at Kopitein Nemostraat 20, 7021 AC, Emmen³,
registered in the Netherlands Trade Register under number 60240661⁴, represented
by Mandel Weidijk⁵, hereinafter referred to as 'institution',
- 2 Christopher Sulistyo / Arve 108, 7024 RV, Emmen / Semarang, 25⁶,
hereinafter referred to as 'intern', January 2002
- 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, intern 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 intern attends a study programme at the university of applied sciences, which programme is classified as higher professional education;
- An internship is a typical component of the study programme;
- The institution wishes to give the intern the opportunity to do an internship at the institution;
- The intern wishes to do the internship at the institution;
- In case of a non-EU / EEA student: the intern is a non-EU/EEA student with a student resident permit (study visa) valid for the duration of the internship;⁷
- Parties wish to record their agreements regarding the internship in this agreement.

declare to have agreed as follows:

Article 1 Internship

- 1 The intern will, in the context of his bachelor programme Information Technology (crohonenumber 34479), do an internship at the institution in accordance with the provisions in this agreement.
- 2 The intern will remain registered as a student at the university of applied sciences for the duration of the internship.
- 3 The institution will have the intern carry out tasks as described in Appendix 1 and provide the intern sufficient with information and facilities for that purpose.

¹ Name company/institution

² Place

³ Address/postal code/place

⁴ Number

⁵ Name/position

⁶ Name intern/address/date of birth and birth municipality

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

- 4 The institution will only have the intern 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, place of employment, working environment, working hours and leave

- 1 The internship comprises in total 99⁸ days and commences on 04-09-⁹ and ends on 09-02-2024¹⁰ 2023.
- 2 The intern's place of employment is Emmen¹¹.
- 3 The institution ensures that the intern's working environment at the institution meets the statutory requirements.
- 4 The intern's working hours are agreed between the intern and the institution and dovetail with the institution's current working hours. The institution provides the intern with sufficient opportunity to meet his obligations towards the university of applied sciences with respect to the internship as described in Appendix 1.
- 5 The intern is entitled to 28¹² days holiday.

Article 3 Supervision and assessment

- 1 The intern 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 internship supervisors mentioned in appendix 1.
- 3 On the part of the institution the intern is supervised by Manuel Weidijk¹³.
- 4 The intern 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 internship.
- 2 The institution pays the intern a gross amount of € 0¹⁴ per month and reimburses of € 0¹⁵ for travel expenses for commuting.
- 3 The institution pays the expenses incurred by the intern during and for the internship only after its prior written permission.

Article 5 Carrying out the assignment tasks

- 1 When working on the tasks related to the internship, the intern will comply with the regulations and instructions of the university of applied sciences and the institution.
- 2 The intern will carry out the tasks to the best of his ability, in accordance with the statutory regulations and this agreement.

⁸ Amount

⁹ Starting date

¹⁰ Ending date

¹¹ Place

¹² Amount

¹³ Name/position

¹⁴ Amount

¹⁵ Amount per month, per km etc.

Article 6 Intellectual property¹⁶

- 1 Intellectual property rights, including the copyright, on products produced by the intern within the scope of the internship, belong to the institution. Insofar as is required, the intern assists in transferring these rights to the institution.
- 2 The intern and the university of applied sciences require the institution's express written permission to publish and reproduce the internship 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 internship reports for the assessment of the intern 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 internship as intended in Article 2 sub 1.
- 4 The intern is not entitled to capitalise on the results that have been achieved or the knowledge that has been gained within the framework of the internship.

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 internship 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 data of the institution's employees that it acquires within the framework of the internship on behalf of the organisation and for the purpose of evaluating the internship and for assessing the intern. 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 interns 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 interns and employees of the university of applied sciences as insured parties.
- 3 The institution and the intern 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 internship as stipulated in Article 2 sub 1.
- 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 intern is no longer a registered student at the university of applied sciences;
 - b On the date of the intern's demise.

¹⁶ Another arrangement may be agreed, with the exception of the provisions in sub 3. The included arrangement dovetails with the statutory regulation, such as Article 7 Copyright Act.

- 4 The university of applied sciences and the intern 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 intern any tasks as described in Appendix 1 or does not comply with the stipulations contained in Appendix 1;
 - b The institution does not comply with the statutory regulations concerning the intern;
 - 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 intern does not comply with the regulations or instructions of the institution;
 - b The intern behaves otherwise in such a manner or such circumstances occur that the institution cannot in all reasonableness be expected to let the intern continue his internship within the institution;
 - c The intern 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 of 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 placement (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.

Section 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 01-06-2023¹⁷,

Institution

Signature *M. Weidijk*

Name Manuel Weidijk

Intern

Signature *[Signature]*

Name
Christopher

University of Applied Sciences

Signature

Name
N. Doorn

¹⁷ Date

[Signature]
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