

INTERNSHIP CONTRACT

The undersigned:

1. Hogeschool Utrecht Foundation

With its registered office in Utrecht, Institute for the Media, Postbus 85029 3508AA Utrecht, duly represented in this matter by:

Name : Arjan Kroon
Position : Internship coordinator
Telephone number : +316-23162758
E-mail : arjan.kroon@hu.nl
Address : Heidelberglaan 15
Postcode : 3584CS
Place : Utrecht
Country : The Netherlands

*hereinafter referred to as: **HU University***

2. Company

Name of organization/company :
Address :
Postal code / city :
Country :
Name of company supervisor :
Position :
Telephone number :
E-mail :

*hereinafter referred to as: **the organisation***

3. Student

Name student :
Student number :
Adress :
Postal code / city :
Country :
Telephone number :
E-mail :

*hereinafter referred to as: **the student***

Starting date :

End date :

whereas:

- a. HU University and the organisation wish to enter into a collaboration agreement to realise the internship as part of the degree programme;
- b. the parties wish to record further agreements with regard to the internship;
- c. the internship is aimed at expanding the student's knowledge, experience and skills within the framework of the degree programme and, therefore, the parties do not intend to enter into an employment contract as referred to in Section 7: 610 of the Netherlands Civil Code or an appointment as referred to in the General Civil Servants Regulations;
- d. the student is enrolled for the full-time variant of the School of Journalism degree programme B, Institute for the Media.

declare to have agreed as follows:

Article 1 Definitions

In this contract, the following terms are defined as stated below:

1. Company Supervisor: an officer at the organisation who is charged with the supervision of the student in the workplace;
2. Supervising Lecturer: the HU University lecturer who is charged with the supervision of the student within the degree programme;
3. Examiner: the person who is appointed as examiner on the basis of the HU University Teaching and Examination Regulations and who is competent to assess the student's work.
4. Coordinator: the HU University officer who is charged with the general coordination of the internship.

Article 2 Scope and term of the workplacement

The workplacement will run as long as the on the first page described dates and has a study load of 30 EC and 840 hours.

Article 3 Status of the Student

1. The student undertakes to perform the activities to the best of his ability, in accordance with the regulations and instructions of the organisation.
2. The activities related to the internship will be performed as laid down in accordance of the internship plan archived in Onstage.
3. The organisation provides the student with sufficient facilities to be able to carry out the internship activities properly.

Article 4 Supervision and evaluation

1. The activities will be performed under the responsibility of the organisation and under the supervision of the company supervisor and the supervising lecturer.
2. The company supervisor is aware of and meets the requirements for trainee counselling set by the degree programme.
3. If the company supervisor is prevented from fulfilling his/her obligations towards the intern, the organisation will notify the student intern of this as soon as possible and arrange for a replacement;
4. The examiner(s) is (are) ultimately responsible for the assessment of the internship.
5. After completion of the internship, the organisation will draw up a written evaluation and present it to the supervising lecturer and student.
6. The organisation will provide for a safe workplace in accordance with working conditions legislation, free from any form of intimidation or discrimination.

Article 5 Working hours

1. The internship activities are performed within the usual working hours applicable to staff of the client.
2. The student will be present at the organisation for an average of 8 hours a day, which corresponds to an average of 40 hours a week.
3. If the student is absent for more than 14 working days on account of (special) leave, illness or other circumstances, the internship will be extended in consultation with the company supervisor and supervising lecturer.

Article 6 Holiday and leave days

1. In accordance with the regulations applicable at the organisation, the student is entitled to holidays and leave days, taking into account the requirements set by the degree programme in terms of the number of hours/days to be worked (according to the course manual/course guide in the study guide).
2. Taking special leave is subject to the exclusive consent of both the company supervisor and the supervising lecturer.
3. For educational activities such as return sessions, peer supervision meetings or (re-)examinations, the student does not have to take a leave day. The organisation offers the student the opportunity to participate in this, provided the student reports this in time.

Article 7 Sickness absence and special circumstances

1. The student is personally responsible for sickness and recovery notifications, in accordance with the regulations applicable at the organisation. The student must also notify the supervising lecturer of sickness and recovery notifications without delay.
2. In the event of absence due to circumstances other than illness, the student must immediately report this to the company supervisor and supervising lecturer. If the student intern has been absent for more than 10% of the internship days due to illness, the internship will be extended by the number of days of absence.

Article 8 Allowances

1. If applicable: the student will receive a gross allowance from the organisation of [.....] a month, based on a 40-hour working week. The student is not entitled to holiday allowance. The usual contributions and any payroll tax are deducted from the allowance. The student will provide the organisation with his citizen service number (BSN) for the payroll administration.
2. The organisation will reimburse costs incurred by the student in connection with the internship, in accordance with the regulations applicable at the organisation. HU University is not liable for these costs.

Article 9 Vaccinations and/or certificate of conduct

1. For students of degree programmes where this applies (see the course manual/course guide in the study guide): before the start of the internship, the student must check with the internship provider whether vaccinations and/or certificate of (good) conduct are necessary.
2. If, in accordance with the organisation's policy, vaccinations and/or a certificate of (good) conduct are necessary, the student must be vaccinated and/or be able to submit a certificate before the start of the internship.
3. The costs of the vaccinations and/or certificate of (good) conduct are borne by the student/organization.

Article 10 Liability

1. In accordance with Section 7:658 of the Netherlands Civil Code, the organisation will be liable for injuries or damage suffered by the student during the performance of the work.
2. In accordance with Section 6:170 of the Netherlands Civil Code, the organisation will be liable for damage, including damage suffered by third parties, caused by the student during the performance of the work.
3. The organisation is insured against liability towards the student (including accidents) and also insured against liability towards third parties as a result of acts or omissions of the student.
4. The student is personally responsible for taking out insurance against third-party liability.
5. The liability of the student towards the organisation is included under the HU University the third-party liability insurance policy, under the conditions set out in the relevant policy.

Article 11 Copyright / patent law

1. The copyright on the results arising from the internship is vested in the student, unless explicitly agreed otherwise in writing or unless this right accrues to another party pursuant to the Copyright Act.
2. In accordance with Section 12, subsection 2 of the Patents Act, the patent rights relating to inventions arising from the internship are vested in the organisation, unless explicitly agreed otherwise in writing.
3. HU University and the student are entitled to use the aforesaid results for internal educational and research purposes.
4. The organisation will receive at least one copy of all written results (reports etc.) produced by the student within the framework of the internship and has the right to use it for its own organisation, to multiply it and to distribute it within its own organisation.

Article 12 Confidentiality

1. The student is expected to keep secret any information he is entrusted with during the internship, or any information he should understand the confidential nature of. This information may not be disclosed to unauthorised persons, unless the organisation has given written permission to do so.
2. This duty of confidentiality extends to include the supervising lecturer and examiner(s) [members of the Board of Governors] who, within the framework of the supervision and/or assessment are entitled to take cognizance of the relevant information.
3. The duty of confidentiality continues to apply until three years after termination of this contract, unless otherwise agreed.
4. If so desired, further agreements on secrecy can be laid down in a non-disclosure agreement, which after signing will form an integral part of this contract in the form of an appendix.
5. The reports that are part of the examination of the student must at all times be available to HU University as part of an education assessment for the purpose of (re)accreditation of the degree programme.
6. If so desired, further agreements on secrecy of the reports that are part of the examination can be laid down in a separate statement, which after signing will form an integral part of this contract in the form of an appendix.

Article 13 Termination of the contract

1. This practical training contract ends:
 - a. by operation of law, after expiry of the agreed period of the internship;
 - b. if and as soon as the student is no longer enrolled for the relevant degree programme;
 - c. in the interim with the consent of all parties;
 - d. due to the student's death;
 - e. due to bankruptcy of the organisation.
2. After consultation with the supervising lecturer, the organisation is entitled to terminate this contract with immediate effect, without judicial intervention, if:
 - a. the student acts in violation of the provisions of articles 7 and 12;
 - b. the student performs unsatisfactorily and attempts to improve this have yielded insufficient results within the set term;
 - c. the student behaves in such a way that continuation of the internship cannot reasonably be required from the organisation.
3. After consultation with the company supervisor, HU University and the student are jointly entitled to terminate this contract with immediate effect, without judicial intervention, if:
 - a. the organisation continues to be in default to fulfil its obligations under this contract, after having received a warning by HU University;
 - b. HU University or the student cannot reasonably be expected to continue the internship.
4. Termination of the contract does not release the parties from any obligations assumed previously.

Article 14 Supplements or changes

This practical training contract can only be supplemented or changed subject to a further written agreement between all parties.

Article 15 Dispute settlement rules

1. In the event of issues or disputes regarding the internship, the parties involved will immediately consult each other in order to find a possible solution, without prejudice to the right of the parties to submit their issues and disputes to third parties by mutual agreement.
2. The foregoing does not affect the entitlement of each party to submit disputes arising from this contract to the competent court in Utrecht.
3. This contract is governed exclusively by Dutch law.

Article 16 Final provisions

1. This contract replaces any other agreements between the parties with regard to the internship. In the event of any conflicts between this contract and any other or additional agreements between the parties, this contract prevails.
2. If a provision of this contract is or becomes void, voidable or otherwise unenforceable, the remaining provisions will remain in full force. In that instance, the parties will consult each other in good faith to replace the relevant provision with an alternative provision that can be enforced.
3. The HU University will archive this agreement for seven years after ending the internship in accordance with rules and regulations.

Thus agreed and signed,

HU University,

Name : Arjan Kroon
Position: : Internship coordinator
Place and date : Utrecht
Signature :

The organisation,

Name :
Contact person :
Position :
Place and date :
Signature :

The student,

Name :
Place and date :
Signature :