



## INTERNSHIP / GRADUATION AGREEMENT

Parties,

Name of the University	Fontys School of Business and Communication
Address	Rachelsmolen 1
Postal code & City	5612 MA Eindhoven
Name Department	FHEC for Companies
Telephone number	
E-mail	fhecforcompanies@fontys.nl

under the authority of the Fontys Foundation, represented by FHEC for Companies, referred to hereafter as the study programme:

and

Name of the host company	«comp_naambedrijf»
Address	«badr_adres»
Postal code & City	«badr_postcode» «badr_plaats»
Telephone	«comp_telefoon»
E-mail	«comp_emailadres_voor_in_brief»
Chamber of Commerce number (only for Dutch companies)	«comp_kvkk»
Name company supervisor	«pers_fon_aanspreking»
Telephone	«pers_telefoon»
E-mail	«pers_emailaddress»

represented by «pers\_fon\_aanspreking», referred to hereafter as the commissioning company  
and

Last name	«stud_achternaam»
First name	«stud_voornaam»
Date of birth	«stud_geboortedatum»
Place of birth	«stud_geboorteplaats»
Nationality	«stud_nationaliteit»
Telephone	«stud_telefoon», «stud_mobiel»
E-mail	«stud_email»
Residential address	«sadr_adres»
Postal code and City	«sadr_postcode» «sadr_plaats»
Fontys student number	«stud_studentnr»
Enrolled as a student of the study programme	«oppo_opleiding»

referred to hereafter as the Student,

taking into account that the parties concerned wish to collaborate on the field of learning, within the context of vocational training, as a part of the curriculum of the study programme, agree as follows:

#### **Article 1 Educational objectives and tasks**

1. the objective of this assignment is to enable the student to gain experience with the practical application of the theoretical knowledge he/she has already acquired and to acquire new knowledge and skills;
2. the host organisation and the educational institution will ensure that the student-trainee will be assigned with tasks and responsibilities in accordance to his/her level of competence and the educational objectives of the assignment. Therefore, this agreement cannot be qualified as an employment contract.

#### **Article 2 Supervision**

1. the educational institution will appoint a Fontys supervisor who is responsible for the assignment and the host organisation will appoint a company supervisor. If necessary, the company supervisor shall contact the Fontys supervisor;
2. at the end of the assignment, the Student(s) will write a report complying with the requirements that he/she was notified of prior to the commencement of the assignment. He/she will first submit this report to his/her company supervisor before submitting it to his/her Fontys supervisor;
3. the host organisation will offer the student an evaluation of his/her assignment, as well as a confirmation in writing that the assignment has been executed and completed.

#### **Article 3 Financial agreements**

- a. The activities will take place during the period starting from «*oppo\_startdatumopdracht*» up to and including «*oppo\_einddatumopdracht*», with the exception of the days/ part of the day when the host organisation is closed;
- b. If, due to unforeseen circumstances, this period cannot be utilised, the parties will agree to a different or an additional period;
- c. The daily routine of the host organisation will apply to the Student. The number of weekly hours will be: «*oppo\_urenperweek*»;
- d. the Student is entitled to the number days of leave in proportion to his/her period of work at this company. The student shall submit a request prior to taking days off in accordance with the rules prevailing in the host organisation;
- e. the Student shall receive a remuneration for the assignment of «*oppo\_fon\_stag\_vergoeding*» gross *per month*;
- f. the compensation for expenses for the assignment will be «*oppo\_onkostenvergoeding*» gross *per month*;
- g. the compensation of travelling expenses for the assignment will be «*oppo\_reiskostenvergoeding*» gross *per month*.

#### **Article 4      Obligations of the educational institution**

The educational institution shall ensure that:

- a. the Student(s) is supervised by the Fontys supervisor;
- b. it provides the necessary information to the student for the execution of the assignment;
- c. the Fontys supervisor will discuss the student's performance, at least twice, will act as a mediator and suggests solutions for problems, if necessary;
- d. the final assessment of the assignment, which is the ultimate responsibility of the educational institution, will take place after consultation with or after receiving the report from the company supervisor.

#### **Article 5      Obligations of the host organisation**

The host company shall ensure that:

- a. it provides the necessary facilities to the Student(s) to be able to execute the tasks assigned to him/her and to achieve the set objective. These facilities must comply with the applicable Health and Safety legislation;
- b. It provides the student(s) with the rules prevailing within the organisation, which are relevant to him/her;
- c. it provides daily supervision to the student(s);
- d. the Fontys supervisor has access to the company to be able to visit the Student(s);
- e. if there are doubts regarding the functioning of the Student(s), the company supervisor shall contact the Fontys supervisor in time;
- f. the student(s) are provided the space within the internship agreement to meet his/her duty to return to the educational institution;
- g. the Student(s) can take part in the compulsory courses and the take part in examinations and/ or tests;
- h. the Student(s) can participate in the activities organised by Fontys or by the study programme, regardless of whether they are directly related to the courses, whereby the study must take into account, as much as possible, the Student's duty to meet the obligations of this agreement.

#### **Article 6      Obligations of the student**

- a. the Student(s) is obliged to carefully carry out the tasks, as agreed, within the context of the assignment and while doing so, to follow the code of conduct, instructions and regulations of the company and to avoid any unsafe actions;
- b. the Student(s) will observe the rules prevailing within the company, about which he/ she has been informed;
- c. the Student(s) is obliged to exercise due care of all business, materials and such, which the company has made available to/entrusted him/her with for the internship.

#### **Article 7 Confidentiality**

- a. data, intra-company information provided by the host/participating company, as a part of the project, to the student(s) and Fontys employees during the assignment, shall be handled in strict confidence. The results obtained from the research, as a part of the project and which are taken into account within the framework of the project and which can be reasonably identified as classified information shall also be treated confidentially;
- b. this confidentiality obligation applies to Fontys employees, student(s) and the company as well as anyone who, by the virtue of their position, has access to or are aware of the aforementioned (project-) information;
- c. all confidential documents (including digital versions) about the project will be destroyed, to the extent possible, after the assessment or will be returned to the company. This does not affect the fact that the student(s) can be assessed;
- d. this confidentiality obligation will continue to apply even after the end of the project.

#### **Article 8 Intellectual property (copyright)**

- a. copyrights for the documentation of the work done by the student, as a part of the project, such the thesis or a report belong to the student(s). Fontys may use this documentation for advertising purposes and may store them in data banks, unless the company explicitly denies this;
- b. project results will be kept jointly by Fontys and the company unless the company denies the use of the results of the research with well-founded reasons.

#### **Article 9 Third party liability and insurance**

- a. according to Article 6:170 BW of the Dutch Civil Code, the company is liable for any damage to a third party because of mistakes by their employees;
- b. according to Article 7:658 paragraph 4 of the Dutch Civil Code, the company is liable for any injury or damage caused to the student while on a project for the internship. No unreasonable, onerous provisions will be stipulated against the student;
- c. the company will provide adequate (company-) liability insurance. Even in case of a research project which is not a part of the internship;
- d. Fontys will ensure that all its students have an additional Accident Insurance and Liability Insurance coverage.
- e. the student(s) must have Liability insurance and in case of an internship abroad, the Student(s) must have applicable cover taken out via "Insure to Study" or comparable insurances.

#### **Article 10 Contribution to education and the society and disclosure**

- a. with regard to the project, exploratory research must always be performed which can be shared with the public in order to contribute to education and social development. Sharing knowledge and mutual growth is the main goal here;
- b. the participants must ensure that by doing so, no information is disclosed that is identified as confidential by the company or the confidential nature of which is presumably known;
- c. the study programme is entitled to make the results of the project public and to use it for educational purposes, unless the company objects to it in writing.

**Article 11 Disputes**

If there is a dispute between the parties, they will try to resolve them amicably.

**Article 12 End or termination of the assignment**

- a. after the period as mentioned in article 3a;
- b. if the student(s) enrolment for the study programme ends;
- c. if all parties agree on ending the project;
- d. if the student(s) dies/die;
- e. in the event of bankruptcy, suspension of payment of dissolution of the company;
- f. if such circumstances should arise that, the company can no longer be, reasonably, asked to continue with the project;
- g. if one of the parties does not fulfil, partly or fully, the obligations of the agreement.

**Article 13 Applicable Law**

The Dutch Law applies to this agreement.

Specimen