

## **Explanatory notes to the UNL model internship agreement**

### **Foreword**

The reason for creating a national model for academic education (WO) is to speed up the internship agreement creation process. With the conditions included in this model, on which a widespread agreement has been reached with the business community, all parties can feel secure in signing the internship agreement without involving (external) legal expertise. Universities have a duty of care towards students when it comes to internship requirements and must safeguard the integrity of their study programmes. For example, it is important that internship reports are available for independent audit. By accepting the conditions set out in the internship agreement, the universities' independent educational position is respected.

### **For the sake of clarity and where necessary, a detailed explanation of certain articles.**

#### General

1. This model internship agreement has been drawn up in accordance with Dutch law and is therefore primarily used by Dutch companies that provide internships. There are exceptions that foreign internship providers also want to sign the model internship agreement. It's fine to agree to this.
2. For international students from outside Europe (non-EEA students) who do internships with universities in the Netherlands, the Nuffic internship agreement applies: <https://www.nuffic.nl/sites/default/files/2020-08/standaard-stageovereenkomst-voor-niet-eu-er-studenten.pdf>. Nuffic has not agreed to use the UNL model for non-EEA students yet. For the time being, therefore, the Nuffic internship agreement should be used for non-EEA students. (Please note: for non-EEA students, there must always be a tripartite agreement because of the study residence permit required for these students).
3. The first three pages of the template contain the intern's personal details, the details of the internship host and university and other relevant information. It is critical, for instance, that when the university or the internship host brings in certain knowledge or resources as part of the internship, that these are recorded here before the start of the internship. Furthermore, there may be circumstances surrounding an internship that could not have been anticipated beforehand. A Particulars framework has been included to record supplementary agreements, some of which have been completed in advance. These supplementary agreements may not deviate from the Conditions of the internship agreement for academic education, except for what has already been included. In instances of doubt, it is advisable to seek legal support from the university.
4. The Addendum Guidelines Intellectual Property and Students was drawn up partly at the request of the House of Representatives and the ministries of Economic Affairs and of Education, Culture and Science (OCW) as the ministry responsible for the education system: <https://www.rijksoverheid.nl/documenten/kamerstukken/2020/09/23/kamerbrief-toezending-vsnu-richtsnoer-en-studenten-nav-moties-wiersma-bruins>. Due to the need for widespread support, VNO-NCW was consulted in the drafting of the addendum, as were other stakeholders. The comply-or-explain principle applies to these guidelines. Declaring this addendum applicable should be seen as a matter of compliance on the part of the universities.

#### **Explanation of certain articles:**

**Article 2.3** means that an internship work plan, if required for the internship, must be completed and approved prior to the conclusion of the internship and graduation agreement, in principle.

**Article 4.5** has been included to prevent hybrid situations (internship on the one hand and paid employment on the other) from arising at the internship host. Unclear situations can lead to the tax authorities considering the internship as paid employment, leading to adverse tax consequences. In the

model, terminology has been used to exclude (implicit) reference to a contract of employment. However, the tax authorities will always look at the actual situation.

**Article 9.2** the internship host's company rules may be declared applicable by the internship host. However, these rules may not contradict the terms of the internship agreement. Therefore, a penalty clause for instance may not be imposed on the intern with regard to the confidentiality of the internship host's trade secrets. There are sufficient protective checks and balances built into the terms of the internship agreement to ensure confidentiality.

**Article 10** in which reference is made to the Trade Secrets Act. The internship host has been given an important position on what may be used in the context of the internship report, but this may not go so far that it interferes with the substantive assessment of the internship and the intern's graduation. The period of secrecy is, in principle, 2 years, but this may be extended to 5 years on reasonable and fair grounds. The embargo period is included in Article 12.2, in which the test is laid down by the competent body of the university (which body this is may differ between universities). Approval may not be withheld on unreasonable grounds. In addition to the default term of 2 years with a possible extension to 5 years, there is reason to leave the embargo period open and to determine it in greater detail in consultation with the university in the case of very long term innovation processes in certain sectors and in the case of knowledge, where knowledge security is at stake. The term for this third category can be entered under: Particulars. For the protection of the company hosting the internship, it is further stipulated that the same rules apply to the intern and employees of the universities (and therefore their employer) as to employees of the internship host when it concerns confidential company information. Of course, the obligation for confidentiality stipulated in the collective labour agreement for Dutch universities (CAO NU) also applies to university employees. It must be possible to assess the internship report in its entirety and for it to be available for independent audit purposes. These are conditions that concern the university's integrity. Universities' independent educational position must be respected at all times, and this constitutes the basis for hosting an internship.

**Article 11** This strikes a balance between the IP rights on both sides. The copyright of the internship report/thesis belongs to the intern (statutory system). Intellectual property (IP) generated within the context of the internship is vested with the internship host, unless this IP was created entirely outside of the internship by the student or when the university (burden of proof) is involved in a substantial way in the creation of the IP, in which case paragraph 8 provides for the details of the transfer to the internship host. The university's primary task is to add value to knowledge and transfer it to the private sector, and it will, therefore, not be reluctant to do so vis-à-vis the internship host. The price will be set in accordance with the market (avoidance of state aid, see also Article 13), taking into account the royalty-free right of use for the university for education and non-commercial research purposes.

**Article 12** Publishing research is one of the core activities of universities. This Article lays down embargo periods for any confidential attachments to the internship report of 2, 5 or, in case of long term innovation paths or knowledge security stipulated in the model, a number of years to be determined. The university should always be involved in a period longer than 2 years. Legal support from the universities is mandatory in order to reach an integrated assessment. An option has been built into Article 12.1 whereby the internship host determines whether, and if so which, information may be included in a confidential attachment. This attachment will be protected and is thus not accessible through the repository of the university until after the confidentiality period has expired. Accordingly, the right of disclosure has various levels of security built in for the internship host's benefit.

**Article 13** because they are publicly funded, universities must account for all state funding. They must not provide benefits to the private sector. At the very least, the cost price must be charged for services or facilities used during the internship period.

**Article 16 (1) and (2)** The internship host must provide supervision for the intern during the internship activities. This is regulated by law. Certain universities (although not all) have taken out insurance for activities carried out by their students.

**16 (3)** Basic health insurance in the Netherlands is only possible if you are employed or if your internship pay is more than the minimum wage in that sector and for that age. In other cases, international students (EEA and non-EEA) are excluded from basic health insurance (see article 20 Besluit uitbreiding en beperking kring verzekerden volksverzekeringen 1999 (Decision on extension and restriction of the circle of insured persons 1999)). EEA students are entitled to care through the European Health Insurance Card (EHIC) and are therefore already insured. They can take out additional insurance with a private (student) health insurance provider. Non-EEA students will have to make use of a private (student) health insurance and must therefore arrange the necessary health insurance themselves. The Sociale Verzekeringsbank (SVB) decides whether someone is obliged to take out a basic health insurance. Please refer to the link: [You are studying or doing an internship | Wet Langdurige Zorg \(Wlz\) | SVB](#). You may switch to English on this website.

**16 (4) and (6)** On the standard form, it is possible to indicate whether article 16 (4) and/or 16 (6) is/are applicable. Article 10.5 sets out the liability for breaches of confidentiality. The intern should be aware of the potential consequences of violating the internship host's trade secrets. The internship host must inform the intern properly of this. In the event of a breach of confidentiality due to intent or gross negligence on the part of the intern, university or internship host, no limitation of liability will apply in principle. As such, there is no place in the UNL model internship agreement to impose a penalty clause on the intern.