**Guideline internship contracts and NDA’s (students)**

Carefully go through your contract with all points mentioned below in mind whether it is a two or three party agreement. If you notice any paragraphs or clauses contain information we advise against in the guideline below, please discuss this with the company and get them removed from the contract before you sign it. In case of a three-party agreement involving TU Delft, please contact the Internship Office AE, internship-ae@tudelft.nl

**What do you need to check:**

**Penalty Clause**

Check if a penalty clause is included in the contract. This means that if you break any of the binding agreements in the contract, such as the confidentiality, the company will be authorised to impose a fine of x euros without intervention of the courts. According to TU Delft policy, this is unreasonable and not negotiable. If you decide to sign the contract despite the clause, you will be doing so at your own risk.

**Non-compete clause**

Check if a non-compete clause included in the contract. This means that upon the termination of the contract, you may not work in the same field for a certain period of time or else you will have to pay a fine of x euros. According to TU Delft policy, this is unreasonable.

**Confidentiality**

The confidentiality of the internship project needs to be taken very seriously. However, do bear in mind that this confidentiality is to a certain extent limited in terms of scope (only including information that arises from the project) and in time (no longer than 3-5 year(s)). The aforementioned is focused on the internship only. When it is about the thesis we would like to advise you go to the Thesis course Brightspace page for more information.

**Reporting**

Reports are mandatory for graduation. Internship reports are uploaded through the secure system OnStage, and is only accessible by the internship office until evaluation is completed. Internship reports are not made publicly available.

**Liability**

The company cannot evade legal liability by transferring it to you or to TU Delft. If no mention is made of liability in the contract, the general law applies. If it is mentioned, check whether the following two-step split still applies for the insurance that can be used to cover any damages that may arise:

1) the collective liability of the company

2) if this does not cover the damage, a claim will be made on the student's own third-party liability insurance (it is your responsibility to arrange healthcare\*, travel\*\*, third-party liability, legal assistance, accident and contents insurance and possibly additional insurance when travelling abroad).

Of course the above only applies to cases in which damages are the result of the actions (or lack of action) of the student, without it being owing to ‘gross negligence or intent’. If it happens deliberately, you will be liable for the damage yourself.

Most companies have group insurance for their employees to cover liability. They can offer this to interns for a maximum of few euros extra per month. This is something that they should/are obliged to do.

The party on whose premises work is carried out is liable for the damage caused by the student in the performance of his/her duties in accordance with the contract, except for gross negligence and wilful act by the student (Section 7:658(4) of the Netherlands Civil Code). This means that, by operation of law, it is there that the responsibility and therefore also the liability ultimately rests. TU Delft or the student cannot take on this liability (as this goes beyond statutory provisions). Although companies do attempt to attribute it to TU Delft, this is not possible because we have not taken out non-statutory insurance. For information about insurance coverage please refer to the insurance company policy, and for the TU Delft insurance this information can be found at this [webpage.](https://www.tudelft.nl/studenten/ondersteuning/study-internship-abroad/safety-insurance-medical-services)

**Intellectual Property**

Most internship contracts immediately transfer any intellectual property directly to the company. This is in accordance with the law and is the same for employees. Certain partial rights may remain with the creator, or a reference to the name of the inventor will be included in the patent. However, please note that not too much may be demanded of the student with regard to his/her cooperation in achieving/securing intellectual property rights.

If the student has participated in an invention which may be patented, he/she shall be identified as inventor in the patent application and shall be entitled to financial compensation from the Company, based on Article 12.6 of the Dutch Patents Act (Rijksoctrooiwet 1995).

**Employee**

When working as an intern or graduate student, a student does not have the status of an employee, as defined in the Netherlands Civil Code (7:610). This is explicitly stated in almost every contract, ensuring that the company cannot be called to account for any obligations as an employer rather than an internship provider.

From the other perspective, it is also not necessarily in the advantage of a student to be designated as an employee in the contract. This would involve obligations for the student that could be counter-productive. This might involve social insurance, liability, etc.

**Results versus Effort**

For the student, the internship or graduation work is part of his learning programme and therefore does not involve the same kind of obligation that would apply for an employee or freelancer. The student makes an effort and it is hoped that this will deliver results that will be useful to the company. Nevertheless, the student is not obligated to achieve any specific results. If this were to be contractually agreed, it would be possible for the student to breach the contract by defaulting on this.

\*) NonEU students, if you receive remuneration for your internship, it is likely that you will have to switch from your private healthcare insurance to a Dutch Basic Healthcare insurance. Please see the information on Blackboard.

\*\*) When you go abroad for study purposes, you are obliged to register your stay abroad in OSIRIS. After registering and filling out your contact information in Osiris your study related part of your foreign travel is covered by the collective travel insurance from TU Delft. The crisis centre of the insurance and, where necessary, the Dutch Embassy (or your own) will assist you in case of emergency. You can find more detailed information on how to register and the insurance policy here.