**Guidelines internship contracts and NDA’s (companies)**

If a three party agreement needs to be signed, this means that the TU Delft will be one of the parties to sign, and some requirements would have to be met. The TU Delft Faculty of Aerospace Engineering strongly prefers to work with their own work placement agreement and NDA. In case a company wants to use their own contract then the following must be taken in too account. If the contract of the company contains any paragraphs or clauses that is against our regulations as stipulated below, these paragraphs or clauses would have to be removed and/or adjusted from the contract before the TU Delft can sign. Please note that this document does not contain all the possible clauses and paragraphs that might be against our regulations. For any questions, please contact the Internship Office AE, internship-ae@tudelft.nl

**What do you need to check:**

**Penalty Clause & Non-compete clause**

A contract with a penalty Clause or Non-compete Clause is something we cannot sign. According to TU Delft policy, this is unreasonable and not negotiable.

**Confidentiality**

The confidentiality of the internship project needs to be taken very seriously. However, this confidentiality for an internship 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 Internship Office cannot sign any internship agreements with a confidentiality term of over 5 years.

**Reporting**

Internship reports are uploaded through the secure system OnStage. Internship reports are not made publicly available. All reports will be handled and read with a confidential mind-set, meaning that only one AE staff member will read the report and that it will be locked in a secured archive for 5 years after grading (education regulations). The new Onstage system has been built to treat content strictly confidential, this means that all reports can be handed in online. The Onstage system is a secure system which has been developed in accordance with the Dutch regulations for GDPR (AVG) and has been approved by the TU Delft legal office. The report is only accessible to 1 grading professor to access and to grade the report. After grading, the step in the online system is automatically closed and no one can see and read the report anymore, except the internship coordinator. If all steps have been taken (grading and uploading tips & tricks by the student), the system will close the student file automatically and then even the internship coordinator is not allowed to re-open the file again.

**Liability**

The company cannot evade legal liability by transferring it to the student or to TU Delft. If no mention is made of liability in the contract, the general law applies.

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). It cannot be attributed to TU Delft, because we have not taken out non-statutory insurance.

**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).

**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.