# WORK PLACEMENT AGREEMENT

Parties:

1. Name of work placement provider, Address of work placement provider, Chamber of commerce number, hereinafter called work placement provider,

And,

2. Name of student (student number), Ad**d**ress of student, enrolled as a student with TU Delft AE for the AE5050 Internship course, hereinafter called, trainee,

3. Delft University of Technology, faculty Aerospace Engineering with registered offices at Kluyverweg 1, 2629 HS Delft, the Netherlands, registered with the Chamber of Commerce under number 27364265, represented in this matter by Mirthe Oude Alink (internship coordinator) or Miranda van Haagen (internship coordinator), hereinafter called TU Delft AE,

Whereas:

* The work placement provider acknowledges the trainee’s purpose is to gain practical experience in a work organization and ensures the trainee is given tasks and responsibilities in accordance with the trainee’s competency levels; the trainee acknowledges the work placement provider’s purpose to expand academic knowledge and creativity and the work placement provider’s need to protect its business
* The purpose of this work placement agreement (hereinafter; ’agreement’) is to provide adequate guidance for the trainee, allowing the trainee to act in accordance with the internship regulations of TU Delft AE.
* The trainee will perform the work placement agreement to the best of his/her ability and knowledge but will not guarantee specific results to be achieved.

Parties agree the following:

**Supervision**

Article 1

1. TU Delft AE appoints as work placement teacher:

Name: M. Oude Alink

Address: Internship Office AE, Kluyverweg 1, 2629 HS Delft, the Netherlands

Tel: +31 (0)15 27 84757

2. Work placement provider appoints as work placement supervisor:

Name:

Address:

Tel:

**The Work placement & period**

Article 2

Parties agree that, as part of the academic AE education programme, the trainee shall execute ~~an~~ a work placement resulting in an work placement report which will be assessed by TU Delft AE. While carrying out the Work placement the trainee remains enrolled as a fulltime LR MSc student at TU Delft AE. The work placement constitutes part of the curriculum.

Article 3

The planned period for the work placement runs from (day, month, year) to (day, month, year), with the exception of non-working days at the work placement provider. The total work placement period equals the standard amount of EC’s of the concerning work placement with a study load of 28 hours per EC. The trainee will perform the work placement for (amount of hours) hours per week.

The work placement is designed to extend the trainee’s knowledge, skills and experience for the benefit of their study programme. As such, this agreement does not seek to serve as an employment contract under the terms of Article 7:610 of the Dutch Civil Code, nor is it intended to be such either.

**Work place and guidance**

Article 4

Work placement provider undertakes in this context to provide trainee with adequate supervision for the work placement activities, which is the purpose of this agreement.

Article 5

Trainee shall follow the instructions of his work placement supervisor in the performance of his work placement activities.

Article 6

Trainee will perform no other similar activities outside the framework of the work placement during the agreement mentioned in article 3.

**Rules of Conduct**

Article 7

In the interests of order, health and safety, the trainee will observe the work placement provider’s rules of conduct, regulations and instructions which the work placement provider makes available to the trainee before the start of the Work placement.

**Leave**

Article 8

1. Trainee is entitled to 1.5 days leave per month.

2. Requests for extra leave can only be granted by work placement provider after consultation with the work placement teacher.

**Sickness**

Article 9

In the case of sickness, trainee must notify the administration of work placement provider and shall also report this to TU Delft AE.

In the case of long-term sickness, the duration of the work placement can be extended in consultation between TU Delft AE, work placement provider and trainee.

**Work placement remuneration**

Article 10

Work placement provider undertakes to transfer a monthly remuneration of € ### to account number ####### in the name of trainee during the period mentioned in Article 3.

**Travel and accommodation expenses**

Article 11

Regarding any reimbursement of travel and accommodation expenses and/or other expenses, the relevant arrangements of work placement provider are applicable. If work placement provider has no such arrangement, a reimbursement for said expenses can be agreed between work placement provider and trainee.

**Disputes**

Article 12

1. In the case of problems during the work placement activities, trainee will turn in the first instance to the work placement supervisor appointed by work placement provider.

2. The work placement teacher will be informed in case of disputes between the trainee and the work placement supervisor.

3. If the work placement supervisor, the work placement teacher and trainee are unable to resolve the issue, the dispute will be put brought to the Board of Examiners of TU Delft AE and to the work placement provider or a representative of the work placement provider.

**Liability**

Article 13

1. Trainee is obliged to take out sufficient insurance cover before the actual start of his work and to remain thus insured during the term of this work. This insurance will at least provide sufficient cover for health expenses and liability risks. On request, trainee will present a copy of the policy/policies or proof of payment of the insurance premium for inspection.

2. TU Delft AE is not liable for any damage, in whatever form and of whatever name or description, that trainee or work placement provider may suffer in connection with trainee’s work, including any damage arising from the use of the results of this work. The trainee indemnifies TU Delft AE against this damage and any related claims.

3. The work placement provider is in accordance with article 7:658(4) of the Dutch Civil Code liable for:

* any damage the trainee suffers while carrying out Work placement activities unless the work placement provider can demonstrate to have fulfilled the obligation to take measures and provide instructions for performing the work as is reasonably necessary to prevent that the trainee suffers damage in the performance of his duties, or if the damage suffered is a consequence of wilful intent or gross negligence of the trainee.
* any damage caused by the trainee unless this damage is the consequence of willful intent or gross negligence of the Intern.

**Confidentiality of company information**

Article 14

1. During the work placement as a period of maximum five years after the work placement is finished, the trainee shall not disclose any information which the work placement provider has presented in writing to the trainee and has marked in writing as confidential. Any confidential information which is supplied in verbal form must be confirmed in writing and designated as confidential within 14 days.
2. This obligation of confidentiality shall not be applicable to information which:

a. INFORMATION which is already in the possession of the trainee at the moment the trainee is informed of this information by the work placement provider.

b. INFORMATION which is publicly available before the work placement starts

c. INFORMATION which is publicly available on the day the trainee is informed of this information by the work placement provider, other than through the illegitimate action or negligence of the trainee.

d. INFORMATION which the trainee can prove it was in its possession at the time of disclosure by the Company;

e. INFORMATION which the trainee lawfully obtains from a third party;

f. INFORMATION which is disclosed by the Company on an unrestricted basis;

g. INFORMATION which the trainee has produced independently without using any information supplied by the work placement provider.

1. The trainee will deliver the draft report in time for the work placement provider to check it on confidential information in a reasonable period of time. This reasonable period of time should not keep the trainee form handing in the report at the latest two weeks after the last day of the work placement.

**Rights to results**

Article 15

1 The results of the work placement activities are at the disposal of trainee during the term of this agreement.

2. If the trainee’s work leads to an invention for which a patent application is submitted, the work placement provider is entitled to the patent unless the invention is not related to the subject of the work or unless parties agree otherwise.

3. All costs relating to an application and/or maintenance of a patent will be borne by the applying party, unless agreed otherwise.

4. If trainee makes an invention that is eligible for patenting, he will be mentioned as the inventor in the patent application and in the patent and, on the grounds of article 12 (6) of the Dutch Patents Act [*Rijksoctrooiwet*], he will be entitled to financial compensation from the work placement provider in connection with the monetary significance of the invention and taking into account the circumstances in which it was made.

**Right to publication**

Article 16

1. Trainee is entitled to publish and multiply the work placement report, taking account of the provisions stipulated in Article 14.

2. After termination of the work placement activities, trainee will hand over a work placement report to work placement provider. The trainee shall report to the work placement provider regarding progress and results of the Work placement. The work placement shall be concluded with one work placement report for both the work placement provider and TU Delft AE.

3. If work placement provider is of the opinion that its commercial interests can be reasonably expected to be damaged by publication, the text of the work placement report can be adjusted in consultation between work placement provider and trainee, before trainee publishes the report.

If work placement provider makes no request for consultation within a month of receiving the work placement report, trainee is entitled after the end of this month to publish the work placement report without change.

All this leaves intact the trainee’s right to hand over the original text of the report to the work placement teacher.

**Termination of agreement**

Article 17

1. A Work placement shall be terminated in case:

a. trainee breaches his confidentiality undertaking to work placement provider under Article 14 of this agreement;

b. trainee otherwise behaves in such a manner that work placement provider cannot be reasonably expected to continue cooperating with the work placement activities. Important note: this must be discussed with the work placement teacher and work placement provider;

c. work placement provider cannot be reasonably deemed capable of continuing to cooperate with the work placement activities.

d. at the end of the term mentioned in Article 3;

e. upon mutual agreement of parties;

f. upon the death of trainee or the bankruptcy of TU Delft AE or work placement provider.

2. The trainee company shall be entitled to terminate this agreement immediately after having informed and discussed with the work placement teacher of TU Delft AE that the trainee repeatedly fails to comply with its rules or instructions in spite of a warning and/or conducts themselves in such other way that the work placement provider cannot reasonably be required to continue assist with the work placement;

3. TU Delft AE is entitled to immediately terminate this agreement and to withdraw trainee if, in the opinion of TU Delft AE, the work placement activities are not proceeding in line with the work placement assignment.

4. If the agreement is terminated, it shall cease to have effect for both Parties although

reimbursement as meant in article 10 will not be repaid. Upon termination or expiry of this

agreement, article 14, 15, 16 and 20 shall remain in force.

**Governing law and jurisdiction**

Article 20

This agreement shall be governed by and construed exclusively in accordance with the law of the Netherlands. In the event that a dispute occurs, the parties shall endeavour to resolve it in mutual consent. Any disputes arising from this Agreement that cannot be resolved by mutual consent shall be submitted exclusively, to the competent court in The Hague.

**Work placement provider Trainee**

Name: Name:

Title: Place:

Place: Date:

Date: Signature:

Signature:

**TU Delft AE**

Name:

Title:

Place:

Date:

Signature: