**Guideline internship contracts and Non-Disclosure Agreements**

Carefully go through your contract with all points mentioned below in mind whether it is a two or three party agreement.

In case of a three-party agreement, please note that the Dean of our Faculty is the only one mandated to sign a contract as TU Delft representative, even if the company asks for a signature of the TU Delft Internship Coordinator or Supervisor.

If you notice any paragraphs or clauses contain information we advise against in the guideline below, please discuss this with them and get them removed from the contract before you submit the contract to us to have it signed. If these clauses are still in there when we receive the contract, we will not be able provide a signature.

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| What do you need to check | |
|  | **Penalty Clause**  Check if a penalty clause 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 negotiable. If you decide to sign the contract despite the clause, you will be doing so at your own risk. |
|  | **Confidentiality**  The confidentiality of the internship project needs to be taken very seriously. However, do bear in mind that it should also be clear to you which information you are required to keep confidential - and which not - and for how long. Hence it’s in your own interest if any information, intellectual property or samples you receive from the internship provider during and for purpose of the internship are clearly marked as "Confidential Information" or “Proprietary Information”.  In addition the internship provider may also want you to keep confidential (all or part of) the information and intellectual property you (co-)generate yourself during the internship (including the internship report(s)).  The obligation to keep the internship provider’s Confidential or Proprietary Information confidential should be limited in time. A limited duration of 3 or 5 years after the end of the internship is reasonable.  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 1-3 year(s)).  **Non-Competition and Non-sollicitation**  Closely related to confidentiality are non-competition and non-sollicitation. In nowadays highly knowledge intensive society, some companies may have concerns that during or shortly after your internship with them you may – with the commercially sensitive knowledge you obtained during your internship - engage into very similar activities, through employment or otherwise, that are directly competing with your former internship provider.  Some internship providers may therefor include clauses in their contracts to prevent this to happen. An obligation not to engage in any such directly competing activities during the internship and including the subsequent year, can be part of such contract.  Always be aware that you have a right to find in job within the field of you studies.  Note that you can always ask your former internship provider to give its consent if you find a job at a direct competitor of your former internship provider and which is on the same technical subject. Your former internship provider must then be able to demonstrate that its commercial interests are or could be severely damaged by any employment at a direct competitor.  **Reporting**  If a company asks for confidentiality, the University will respect this confidentiality; we are well accustomed to treating not only our own research but also that of our industrial partners with the necessary care and caution.  However, you are obligated to submit your internship report to the Internship Office-TNW. Without a report, you will not receive a mark. The Internship Office stores all reports in a secure place and will not make them publicly available. When the nature of the project requires so, the internship provider is allowed to censor parts of the report. The internship provider’s Confidential or Proprietary Information and/or details like numbers and names may be left out (or striked through) of the report, as long as the report maintains an overview of the proceedings of the project.  Depending on the contract, in some cases you may therefore need prior written permission before you submit the report to the Internship Office. You should organise this in writing (possibly in the form of an e-mail with confirmation from your internship supervisor) before the start of your internship. In addition you may not be allowed to publish your internship report(s) in whole or in part, without the prior written approval of your internship provider.  In addition and if desired, we can also provide an additional written statement signed by the Dean, confirming that the Faculty of Applied Sciences will observe confidentiality with regard to the project and the report. You can find more details on the Internship Office Blackboard page. |
|  | **Liability**  The company cannot evade legal liability by transferring it to you or to the University. If no mention is made of liability in the contract (and assuming an internship within a company in the Netherlands), the general (Dutch) law applies, which includes adequate provisions. If it is mentioned, check whether the following three-step split still applies for the insurance that can be used to cover any damages that may arise:   1. firstly 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’. In other words, as long as it happens by accident and not deliberately. 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 two euros extra per month. This is something that they should/are obliged to do.  The party on whose premises work is carried out (Section 7:658(4) of the Netherlands Civil Code) not only directs the work but also determines the conditions under which it is carried out. 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.  *\*) 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. For more information, please check the information sheet “Non EU Students and Healthcare Insurance”*  *\*\*) 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*](http://buitenland.tudelft.nl/en/students/study-and-career/studying-or-doing-an-internship-abroad/step-2-making-preparationsarrangements/general-matters-to-be-arranged/verplichte-registratie-contactinformatie/required-registration-of-emergency-contact-information/)*.* |
|  | **Intellectual Property**  Most internship contracts immediately transfer ownership in any information, results or intellectual property (including copyright) you (co-)generate directly to the internship provider. This is in accordance with the law and is the same for employees. As a student you are entitled to own any copyright protected report(s) you generate. At the same time the internship provider is entitled to a royalty free license to copy and/or to publish the report(s) or parts of it.  In case you co-invent and a possible patentable invention, you are entitled to be named as (co-)inventor on any resulting patent application or patent. |
|  | **Employee**  When working as an intern, 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 internship provider 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., etc.  **Results versus Effort**  For the student, the internship 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 a best 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. |