

Standard internship agreement for non-EU/EEA-students

as defined in Article 1f of the Foreign Nationals (Employment) Act Implementation Decree (BuWav)

This internship agreement was drawn up by Nuffic in consultation with the Ministry of Social Affairs and Employment (SZW), the SZW Inspectorate and the Employee Insurance Agency (UWV).

- A copy of the residence permit must be appended to this agreement;
- A copy of this agreement must be held by the administrative office of both the Dutch educational institution and the internship employer;
- This internship agreement is valid only for the period from (day/month/year) to inclusive.
- If, due to illness or for any other reason, the duration of the internship needs to be altered, this must be done by way of a supplementary declaration added to the agreement and signed by all three parties.

Intern information

Surname:

Given name:

Date of birth:

V-number:

Student ID number:

Telephone:

Email address:

Address:

Programme and specialisation:

Dutch educational institution information

Institution name:

Institution address:

Faculty:

Name of contact person:

Telephone number of contact person:

Email address of contact person:

Internship employer information

Name of internship employer:

Address of internship employer:

Name of contact person:

Telephone number of contact person:

Email address:

Internship agreement

Article 1: Intern's right of residence

The non-EU/EEA intern hereby declares that he/she:

1. is enrolled as a student at a Dutch educational institution for the duration of this agreement;
2. holds a valid residence permit for study purposes⁴ covering the period of the internship at a minimum.

The Dutch educational institution, the internship employer and the intern have agreed as follows:

Article 2: Duration of internship

- The internship period will run from --/--/---- (day/month/year) to --/--/---- (day/month/year) inclusive.
- The internship will be for ... hours per week.

Article 3: Purpose of internship

The purpose of this internship is to enable the student to gain experience in the practical application of the theoretical knowledge that he or she has already acquired and to obtain new knowledge and skills. The annex sets out the tasks, responsibilities and learning objectives, in keeping with the level and competences of the intern. This agreement is therefore not an employment contract; the key focus of this internship is learning, not work.⁵

Article 4: Remuneration

The intern will receive internship pay by the internship employer.

- Yes, this will amount to € ----,- per ...
- No.

The intern will receive a travel allowance.

- Yes, this will amount to € ----,- per ...
- No.

For any reimbursement of travel and/or accommodation expenses,

- the corresponding rules of the internship employer apply.
- the corresponding rules of the internship employer do not apply.

*If you are doing an internship for which you are paid at least as much as the Dutch minimum wage, you are required to obtain Dutch basic health insurance. More information on the Dutch minimum wage: <https://www.rijksoverheid.nl/onderwerpen/minimumloon>

Article 5: Working hours and leave

- As a starting point, the working week shall be ... hours per week, averaged over the whole year.
- The working hours are from ... to ...
- The intern is entitled to ... days' leave.

Article 6: Agreed arrangements

- The intern will abide by all rules of the internship employer.
- The internship employer will provide the intern with the necessary facilities to perform his/her tasks and achieve the learning objectives.
- The intern will be bound to secrecy with respect to his or her activities during the internship if the internship employer so requests.
- The written report will be presented to the internship employer before being submitted to the Dutch educational institution.

Article 7: Disputes

The intern will approach the internship employer first in the event of a dispute. If the dispute cannot be resolved amicably between the internship employer and the intern, it will be taken to the Dutch educational institution, which will seek to find a solution acceptable to all parties.

Article 8: Supervision and evaluation

- The Dutch educational institution and the internship employer will both appoint internship supervisors who will be responsible for supervising the intern.
- If problems arise, the two internship supervisors will contact each other.
- There will be an interim evaluation and a final evaluation. The parties will agree on what shape these evaluations will take.
- At the end of the internship, the Dutch educational institution will require a report from the intern. The requirements of the report will be known by the student before the internship begins. The internship employer will be presented with a copy of this report.
- The internship employer will present the intern with an evaluation of his/her internship.

Article 9: End and termination of the internship

1. The internship will end:
 - at the end of the period specified in Article 2;
 - if the intern terminates his/her studies at the Dutch educational institution;
 - if all parties agree to terminate the internship;
 - if the intern dies;
 - in the event of the bankruptcy, suspension of payments to or dissolution of the internship employer.
2. The internship employer may terminate this agreement, after hearing from the intern and the Dutch educational institution:
 - if the internship supervisor establishes that the intern is not following the rules of the internship employer or the instructions of the internship supervisor;
 - if the intern does not comply with the secrecy agreement set out in Article 6;
 - if the intern behaves in a way that the internship employer cannot reasonably be asked to accept. The internship employer will inform the Dutch educational institution that the internship has been terminated.
3. The Dutch educational institution may terminate this agreement, after hearing from the Dutch educational institution, the intern and the internship employer,

- if the Dutch educational institution establishes that the internship does not meet the learning objectives and/or the tasks listed in this agreement,
- if the intern cannot reasonably be asked to continue the internship.

The Dutch educational institution will inform the internship employer that the internship has been terminated.

Article 10: General provisions

1. Deviation from the articles in this agreement is possible only through a supplementary written agreement between the educational supervisor, the student intern and the internship supervisor.
2. This agreement is subject to Dutch law.

Article 11: Signature

The three undersigned parties confirm the accuracy of all provisions of this agreement and accept all of its principles and articles.

Name of the educational institution:

Place and date:

Signature:

Name of the host organization:

Place and date:

Signature:

Name of the student intern:

Place and date:

Signature: