

INTERNSHIP AGREEMENT

The parties,

Name of university of applied sciences Fontys School of People and Health Studies
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Name of lecturer Workplace learning
Telephone
E-mail

reporting to the competent authority of Stichting Fontys foundation, represented by Dr Karen (C.M.M.) Cox, hereinafter referred to as the study programme

and

Name of internship-offering organisation
Internship address
Telephone
E-mail
Name of internship supervisor
Telephone
E-mail

represented by,
hereinafter referred to as the internship-offering organisation,

and

Family name
First name
Date of birth
Place of birth
Nationality
Is residence permit required? Yes No
Is copy of passport//ID card attached? Yes No
Telephone
E-mail
Home address during internship
Telephone number home address
Student number

Registered as a student with the bachelor study programme for the qualification nurse

Variant
Hereinafter referred to as the intern,

whereas the parties wish to cooperate in the field of learning in the framework of professional practical training, as an integral part of the curriculum of the study programme,

agree as follows:

Article 1 Learning objectives and tasks during the internship

1. The objective of this internship is to enable the student to acquire experience with the practical application of theoretical knowledge he or she has already acquired, and to acquire new knowledge and skills. A detailed description of the objectives is contained in the workplace learning guide (see appendix). The internship-offering organisation has received and studied a copy of this guide. The internship-offering organisation and the study programme ensure that the intern will be set tasks and responsibilities in accordance with the level of competence of the intern, and the development of the intern. The competence card shall serve as the starting point for the level to be determined for the student, and the teaching objectives for the internship period. This agreement is therefore not a contract of employment.
2. During the internship, the intern will work towards the teaching objectives and will be allocated the tasks as described in the Workplace Learning Manual which is attached as an appendix, and forms an integral part of this agreement.

Article 2 Supervision and evaluation

1. The study programme will appoint a Workplace Learning lecturer who is responsible for the internship and the internship-offering organisation will appoint an internship supervisor. If problems arise, the internship supervisor will contact the Workplace Learning lecturer.
2. At the end of the internship, the intern will prepare a report as described in the Workplace Learning Manual, according to the requirements made available to him prior to the start of the internship. He will first submit this report to his internship supervisor, before he submits it to his Workplace Learning lecturer.
3. The internship-offering organisation will present the intern with an evaluation of his or her internship, and a written confirmation that the work programme was implemented and completed.

Article 3 Internship agreements

1. The internship shall cover _____ (clock) hours.
2. The internship activities shall take place in the period between _____ and _____ with the exception of the (part) days on which no work is carried out in the internship-offering organisation.
3. If due to unforeseen circumstances this period cannot be realised, in consultation between the parties, another or a supplementary period will be agreed upon.
4. The daily work timetable for the internship-offering organisation shall apply to the student.
5. The intern shall be entitled to the number of days' holiday proportional to the period to which he completes the internship, as laid down in the Workplace Learning Manual. The intern must apply for his days' holiday in advance, according to the rules applicable at the internship-offering organisation.
6. The internship payment for the intern shall be € _____ gross per _____.
7. The expenses allowance for the intern shall be € _____ gross per _____.
8. The travel allowance for the intern shall be € _____ gross per _____.

Article 4 Obligations upon the study programme

The study programme will ensure:

1. supervision of the intern by the Workplace Learning lecturer;
2. the information needed for completing the internship;
3. that the Workplace Learning lecturer holds a discussion on at least two occasions concerning the performance of the intern, and that the Workplace Learning lecturer mediates and submits possible solutions in the event of problems;
4. that the final assessment of the internship, which is part of the final responsibility of the study programme, will take place following consultation with, or on the basis of the report from the internship supervisor.

Article 5 Obligations upon the internship-offering organisation

The internship-offering organisation will ensure:

1. that the facilities necessary for the intern to be able to carry out his/her tasks and achieve the objectives set are provided, whereby, if applicable, health and safety at work legislation is complied with;
2. that the intern receives the rules that are in place within the organisation and that are applicable to the intern;
3. the day-to-day supervision of the intern;
4. that the Workplace Learning lecturer has access to the internship-offering organisation, to be able to visit the intern;
5. that, if there are doubts concerning the performance of the intern, the internship supervisor contacts the Workplace Learning lecturer, in good time;
6. that the intern is given sufficient space within the internship agreement to comply with the return-to-school obligations of the study programme, that the intern is offered the possibility of following compulsory education and sitting examinations and/or tests, that the intern can attend activities organised by Fontys or the study programme, which may or may not be directly related to the education process, whereby, wherever possible, the study programme will take into account the fact that the intern must be able as far as possible to comply with his obligations from the internship agreement. The (part) days spent on Fontys activities shall count as internship (part) days;
7. that the requirements imposed by law in the framework of social security legislation and income tax, etc. are complied with;
8. that rules apply within the internship-offering organisation for the intern concerning privacy and undesirable forms of interaction, comparable to the relevant regulations from the Stichting Fontys foundation. If it emerges that no comparable rules apply, the internship-offering organisation will announce in advance its approval of application of the rules operated within the Stichting Fontys foundation¹. The internship-offering organisation declares that it has taken note of the content of the Fontys rules;
9. that the study programme and the intern are indemnified for any damage caused by the intern in the framework of professional liability and/or commercial risks (so-called financial losses), consequential losses, etc.

Article 6 Obligations upon the intern

1. The intern is required to complete all agreed tasks in the framework of the internship with due care, thereby complying with the rules of conduct, instructions and regulations of the internship-offering organisation, and otherwise avoiding any unsafe actions.
2. The intern will comply with any rules applicable within the internship-offering organisation, of which he is duly informed.
3. The intern is required to demonstrate due care in respect of all goods, materials, etc. provided or entrusted to him by the internship-offering organisation, in the framework of the internship.
4. In the event of absenteeism or intended absenteeism, the intern is required to immediately duly notify the internship-offering organisation, or to have that organisation informed.
5. In respect of foreign internships, travel and accommodation costs and all additional costs shall be for the account and risk of the intern. The internship-offering organisation will as far as possible provide support to the intern, in finding accommodation abroad.

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Article 7 Confidentiality

Both during and following expiry of the agreement, the Parties are required to maintain mutual confidentiality in respect of all information they (may have) obtained and/or the confidential character of which is clear in connection with the agreement.

Article 8 Social security/insurance

1. The internship-offering organisation will protect the intern against any form of intimidation or discrimination at the workplace. The principle of equal rights shall always take priority.
2. In accordance with Dutch law (article 7:658 paragraph 4 of the Dutch Civil Code), the internship-offering organisation is liable for any injury or loss suffered by the student during the internship.
3. The study programme will ensure that for all its students who are completing an internship, the following insurance is taken out:
 - o accident insurance;
 - o legal liability insurance.

The intern also enjoys secondary cover via the Business Liability Insurance of Fontys, in other words:

- in the first instance, in accordance with article 6:170 of the Dutch Civil Code, the internship-offering organisation shall be liable for all its subordinates, in this case also the intern;
- if the Business Liability Insurance of the internship-offering organisation offers no or insufficient cover, the intern must first appeal to his own Private Liability Insurance;

If following both the actions described above no cover can be identified, within the insurance conditions, the Business Liability Insurance of Fontys shall serve as a catch net for actions by third parties in respect of legal liability, whereby damage with and to (motor) vehicles, among other forms of damage, are excluded.

4. The intern is required to take out Private Liability Insurance.

Article 9 Illness and special circumstances

If during the course of the internship, as a result of illness and/or other circumstances, at the discretion of the study programme, the intern was unable to fulfil his obligations, in consultation between the internship-offering organisation, the student and the study programme, a decision will have to be made on how the intern can subsequently comply with the internship objective(s).

Article 10 Intellectual property

The copyrights relating to the results achieved shall lie with the intern and Fontys, as long as the student is enrolled at Fontys, unless expressly otherwise specified. During that period, both Fontys and the student may only publish, exhibit or perform this work, subject to mutual approval. Any substantial net income shall be shared equally between the student and Fontys.

From the moment that the student is no longer enrolled at Fontys, the copyright shall accrue entirely to the student. As the case arises, Fontys may however make use of the work free of charge for educational purposes and for public relations purposes.

If the work of the student takes place in the framework of contract activities for Fontys, the intellectual property both during the study programme and after leaving the study programme shall remain the property of Fontys, unless other express agreements have been reached.

A separate rule shall apply for patents. On the basis of legislation, patent rights shall accrue to the internship-offering organisation. The intern is required to provide full cooperation with the establishment of a patent. Depending on the contribution by the intern, the internship-offering organisation will provide the intern with a reasonable remuneration.

Article 11 Disputes

In the event of a dispute, the intern shall first approach the internship supervisor.

If the dispute cannot be settled amicably between the internship supervisor and the intern, the dispute will be put to the Workplace Learning lecturer, with a view to attempting to identify a solution acceptable to all parties.

Article 12 End and termination of the internship

1. a. The internship shall end: a. after the period as intended in article 3, including any agreed supplements;
b. if the intern loses his status as student at the study programme;
c. if all parties agree to termination of the internship;
d. upon the death of the intern;
e. in the event of bankruptcy, moratorium or dissolution of the internship-offering organisation.
2. The internship-offering organisation can terminate this agreement, having heard the intern and the Workplace Learning lecturer, by submitting written notice to the study programme, if the internship-offering organisation observes that the intern has failed or failed sufficiently to comply with the obligations arising from this agreement, or if such circumstances arise that internship-offering organisation cannot reasonably be demanded to continue the internship.
3. The study programme can terminate this agreement, having heard the Workplace Learning lecturer, the intern and the internship supervisor, if the study programme determines that the internship does not comply with the teaching objectives and/or the tasks laid down in this agreement, or that the internship-offering organisation has failed or failed sufficiently to comply with the obligations arising from this agreement, or if such circumstances arise that the intern cannot reasonably be demanded to continue the internship. The Workplace Learning lecturer will inform the internship supervisor of any form of termination of the internship.
4. The intern can terminate this agreement, in consultation with the Workplace Learning lecturer and having heard the internship-offering organisation, if such circumstances arise that the intern cannot reasonably be demanded to continue the internship, or in accordance with the provisions on these issues, contained in the Workplace Learning Manual.

Article 13 General provisions

1. Deviation from the articles of this agreement shall only be possible following further written agreement between the Workplace Learning lecturer, the intern and the internship supervisor.
2. This agreement is governed by Dutch law.
3. None of the parties may appeal to the titles of the articles. These are listed exclusively to improve readability.

Signing

The undersigned confirm the correctness of all provisions in this agreement, and express approval of all principles and articles contained herein.

On behalf of the competent body of the internship-offering organisation:

Name: _____ Signature: _____
Position: _____
Date: _____
Place: _____

On behalf of the study programme:

Name: _____
Position: _____
Date: _____
Place: _____

The intern:

Name: _____
Date: _____
Place: _____

Signature: _____

Signature: _____

Appendices: Workplace Learning Manual