

Guidelines internship contracts for 3mE students – February 2019

These guidelines are intended for 3mE students doing their internship at companies (third parties) outside TU Delft premises. Usually companies taking internships will request students to sign a legally binding contract which needs to be carefully checked by the student. By signing such a contract, you shall become liable for your activities and/or obligations as agreed therein. Given that TU Delft will not be party to such a contract, these guidelines are meant to raise your awareness about potential consequences and risks of signing such contract.

The following clauses of an internship contract require your attention:

1. Confidentiality.

If applicable, the university will keep confidential the report/data marked as such at the moment of disclosure in accordance to article 1.16 of the collective labour conditions of VSNU. The university is well accustomed to treating not only our own research but also that of our industrial partners with the necessary care and caution. You are obligated to submit your internship report to the TU Delft supervisor/coordinator. Without a report, you will not receive a mark (pass or fail). The TU Delft supervisor/coordinator stores all reports in a secured place and will not make them publicly available. When the nature of the project requires so, you are allowed to censor parts of the report. Details like numbers and names may be left out of or struck-through in the report, as long as the report maintains an overview of the proceedings of the project.

2. Penalty.

Check if a penalty clause is included in the contract. It means that when you break any of the binding clauses in the contract, the company will be authorised to impose a financial fine (xx kEUROS) without intervention of the court. As companies normally do not impose fines to their employees, TU Delft considers it unreasonable and unfair to impose fines to students doing internships. Please negotiate in good faith with the company to delete the penalty clause. If you sign anyhow, it is at your own risk and your personal insurance will NOT recover the fine.

3. Liability.

The company cannot transfer legal liability neither to the student nor to TU Delft. The Dutch Civil Code states that 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*. So when it happens deliberately, you will be liable for the damage.

In case liability is not at all mentioned in the contract, the following applies:

- * The collective liability insurance of the company.
- * Student's own third-party liability insurance.

4. Intellectual Property

The starting point is that a student primarily holds the Intellectual Property Rights. However, most internship contracts require transfer of any intellectual property rights of student directly to the company (in accordance with Dutch IP law). Please note that the name of inventor (=student) should be mentioned on the patent (Dutch IP law).

In case you have questions about these guidelines, please visit the Contract & Technology Transfer Office of the 3mE faculty for support. We are located in building A1 of the 3mE faculty.

Please note that the only form that is signed regarding an internship, is the internship application form. This form can only be signed by your master coordinator, or in case of his/her absence, the Director of Studies of your programme; not by your supervisor.

3mE Faculty –

Contract and Technology Transfer Office (CaTTO), building A1, Mekelweg 2, 2628 CD, Delft