



AGREEMENT INTERNSHIP / RESEARCH PROJECT

The following terms and conditions apply to the internship / research (the project).

During this project, the Student, or Students, will work on the project as described by the Company and approved by the Academy.

By taking part in the project, the participants (Student(s), Company and Academy) automatically agree to the following terms.

1. Learning objectives of the project

The goal of this project is to offer the Student(s) experience with the practical application of the theoretical knowledge acquired so far, along with the opportunity to develop new knowledge and skills. The Company and Academy see to it that the Student(s) receive tasks and responsibilities that match both the Student's competency level and the project's educational goals. This agreement is not valid as an employment contract.

2. Supervision

The Academy will appoint an (Educational) Guide who is responsible for supervising the student in the process. The Company will appoint a supervisor, responsible for day to day guidance at the internship company. When necessary or desired, both Guide and Supervisor can consult each other. At the end of the project, the Student will compose a report in accordance with the requirements as defined by Fontys, or by the Company with permission of Fontys' educational guide, prior to the start of the project. This report is to be first submitted to the Company Supervisor, before submission to the Academy's Guide. The Company will offer a review of the project, along with a written confirmation that the project has been executed and completed.

3. Academy obligations

The Academy is responsible for:

- a. guidance of Student(s) from the Educational guide;
- b. supplying all necessary information for completing the project;
- c. minimum of two meetings between the Student(s) and the Educational Supervisor to discuss the performance of Student(s), to mediate and if necessary, pose solutions to any problems;
- d. arranging a final assessment of the project, which is the final responsibility of the Academy, after consultation with, or a report from, the Company Supervisor.

4. Company obligations

The Company is responsible for:

- a. the facilities that the Student(s) need to conduct his/her tasks and meet the defined objectives, in compliance with the applicable Working Conditions Legislation, in particular the condition that the student's working environment must be not only physically but also socially safe;

- b. providing the Student(s) with any regulations in force within the organisation that apply to the Student(s);
- c. the day-to-day guidance of the Student(s);
- d. allowing the Educational Guide entrance to the Company to visit the Student(s);
- e. timely notification of the Educational Guide by the Company Supervisor in case of doubts about the Student(s) performance(s);
- f. offering Student(s) the flexibility to meet the return-day obligations demanded by the Academy:
 - i. to partake in any mandatory classes and/or exams, and
 - ii. be present during any activities organised by Fontys or the Academy, with or without any direct educational purpose, under the condition that the Academy takes into account that the Student(s) must be able to comply to the obligations of the internship agreement as much as possible.

5. Student(s) obligations

- a. the Student(s) are expected to execute the agreed-upon tasks relating to the project precisely, while conforming to the Company's rules of conduct, directions and regulations, and abstaining from any unsafe actions;
- b. the Student(s) will adhere to all regulations in force at the company of which he/she is informed;
- c. the Student(s) are required to handle with care all materials, equipment and other resources supplied or entrusted to him/her by the Company in relation to the internship.

6. Confidentiality

- a. all details and sensitive corporate information made available in any way by the Company to Student(s) and Fontys employees in the course of the project, will be handled with strict confidentiality. Any results generated by the research conducted and made available in the context of the project, which are known or which can reasonably be assumed to be confidential or secret, are also treated with confidentiality.
- b. this confidentiality obligation applies to employees of Fontys, Student(s) and the Company, as well as to any other parties whose functional position allows access to, or knowledge of, the particular (project) information.
- c. insofar as applicable, all confidential documents related to the project will be destroyed (in case of digital files) or returned to the Company after assessment. This does not alter the fact that the Student(s) can be assessed.
- d. This confidentiality obligation also remains valid after completion of the project.

7. Intellectual property (copyright)

- a. the Student(s) hold the copyrights on any works produced by the Student(s) as part of the project, such as a thesis or report. Fontys is allowed to use these works for publicity purposes and to include them in databases, unless the Company explicitly objects to this.
- b. Project results are owned by both Fontys and the Company, unless the use of research results for educational purposes is forbidden by the Company explicitly and on justified grounds.

8. Liability and insurance

- a. the Company is liable for any damages to third parties resulting from errors made by subordinates, on the basis of Article 6:170 BW.
- b. the Company is liable for any damages or injuries suffered by the Student(s) in case of a project related to an internship, based on Article 7:658 paragraph 4 BW. No unreasonably onerous provisions shall be stipulated against the Student(s).

- c. the Company must have a sufficient (corporate) liability insurance, even in cases of research projects that do not qualify as internships.
- d. Fontys ensures an accident insurance and liability insurance.
- e. the Student(s) must have a private liability insurance, and in some cases concerning internships abroad, also arrange sufficient coverage via “Insure to Study” or comparable insurance agency.

9. Contribution to education & society and publishing

- a. always required is an explorative study in relation to the project which can be shared publicly in a way that contributes to education and social developments. The sharing of knowledge and cooperative growth are central in this. Participants ensure that these publications contain no information that is marked as confidential by the Company, or of which its confidential character can be reasonably assumed.
- b. the Academy reserves the rights to publish the results of a project and use them for educational purposes, unless the Company objects to this in writing.

10. Settlement of disputes

In case of any dispute between parties, they shall seek a solution by negotiation or by any other peaceful means of dispute settlement.

11. Completion and termination of the project

The project is concluded:

- a. after the period as agreed;
- b. when registration of the Student(s) at the Academy expires;
- c. when all parties agree to termination of the project;
- d. in case of death of the Student(s);
- e. in case of bankruptcy, suspension of payment, or dissolution of the Company;
- f. in case of circumstances in which the Company cannot reasonably be expected to continue the project;
- g. in case one of the parties does not, or not completely, adhere to the demands that follow from this agreement.

12. Supplementary Provisions

- a. if there are additional provisions on these terms and conditions, these will be confirmed in writing by Fontys to Student and Company and stored in the digital student file at Fontys;
- b. these internship / research conditions are always leading in relation to an agreement that is facilitated by the Company.

13. Applicable law

This agreement is subject to Dutch laws and regulations.