

Date:

Model Internship and Thesis Agreement TiU

| University | |
|--------------------------------------|--|
| On behalf of the institution: | |
| Faculty/Department: | |
| Address: | |
| Telephone number: | |
| Email: | |
| Internship host | |
| Internship host/company: | |
| Telephone number: | |
| Email: | |
| Intern | |
| Name: | |
| Telephone number: | |
| Email: | |

| Details of agreement | |
|--|--|
| Internship agreement between the University, the Internship host and the Intern | |
| N.B. Nuffic has not yet agreed to use this model Internship Agreement for non-EEA students. For the time being, therefore, the Nuffic Internship Agreement will have to be used. (Please note: for non-EEA students, there must always be a tripartite agreement because of the required study residence permit for non-EEA students) | |

| Details of Internship and Thesis Agreement | | |
|--|---|--|
| Intern: | Name: | |
| | Address: | |
| | Telephone number: | |
| | Email: | |
| Non-EU/EEA Student: | V number Hereby declares that he/she: <ol style="list-style-type: none"> is registered as a student at a Dutch educational institution for the term of this agreement. holds a valid Dutch student residence permit for study purposes which at least covers the period of the Internship. | |
| Programme of study: | Bachelor's/Master's | |
| University mentor: | Name: | |
| | Address: | |
| | Telephone number: | |
| | Email: | |
| Internship supervisor: | Name: | |
| | Position: | |

| | | |
|---|---|----------------|
| | Address: | |
| | Telephone number: | |
| | Email: | |
| Optional: Study adviser: | Name: | |
| | Telephone number: | |
| | Email: | |
| Project: | Title | |
| | Subject: | |
| | Description: | |
| Internship period | From | to |
| Internship location: | | |
| Course code: | | |
| The number of Internship ECTS credits | | |
| Internship pay¹: | € | nett per month |
| Expense allowance²: | € | nett per month |
| Leave: | De Intern is entitled to | days of leave |
| Optional provisions: | Declares that Article 11.7 <input type="checkbox"/> is applicable <input type="checkbox"/> not applicable Article 16.6 <input type="checkbox"/> is applicable <input type="checkbox"/> not applicable | |
| Specification of the background knowledge contributed for the purposes of the Internship by the University and/or the Intern | | |
| Particulars: | <ul style="list-style-type: none"> • Please note that for certain countries (outside the EEA), a research permit may be required (for instance: https://www.nvwa.nl/onderwerpen/nagoya-protocol). • Possibly by the final assessor in Article 6(4) approved as the competent delegate <.....>; • Any derogation from the period referred to in Article 10(1). This term can be extended with a motivated appeal to knowledge security to a maximum of no more than 5 years and, in the case of particularly sensitive knowledge and technology with negative consequences for the national security of our country and damage to the Dutch capacity for innovation, up to <.....> year(s). | |
| Particulars in case of emergency (due to corona) | <ul style="list-style-type: none"> • The intern shall have a duty to comply with the covid-19 measures applicable in the country and taken by the Internship host; • The Internship supervisor is the primary contact person for the Intern in case of emergency; • The Internship supervisor takes responsibility if any assistance is necessary (e.g. contact with embassy); | |

¹ Internship pay means an expense allowance; from a fiscal point of view there is no question of an employee relationship on the basis of which wages are paid and social premiums (including income tax) are withheld. Viewed from the perspective of labour law, there is no relationship of employment, but learning on the job.

² An allowance for travel or expenses is not deemed to constitute income. The Internship host will not withhold income tax and premiums from a travel or expense allowance.

| | |
|----------------|---|
| | Intern, University mentor and Internship supervisor come to an alternative how the Internship work plan is executed if the Intern is unable to complete his/her Internship on location. |
| Comment | |

The following constitutes an inseparable and integral part of this Internship Agreement:

- The Terms & Conditions attached to this University Internship Agreement which are accepted by the University, Intern and Internship host upon signing the Internship Agreement.
- National agreements on intellectual property and students: [Addendum Guidelines Intellectual Property and Students](#).

The Intern declares to have read and fully understood the agreement and the accompanying 'Terms and Conditions of Internship Agreement'.

The parties to this Internship Agreement have agreed as such and signed it on _____ :

| | | |
|-------------------|----------------------------------|-----------------------------|
| Intern | On behalf of the Internship host | On behalf of the University |
| digital signature | digital signature | digital signature |
| Name: | Name: | Name: |
| | Position: | Position: |

Please ensure that the signatory is authorised to sign Internship agreements. If in doubt, please contact the lawyer of the relevant University department.

INTERNSHIP AND THESIS AGREEMENT TERMS AND CONDITIONS

Article 1 DEFINITIONS

- 1.1 Study programme: a Bachelor's or Master's programme of study within the University, which is listed in the CROHO register.
- 1.2 University mentor: a Study programme lecturer who assumes responsibility for supervising and assessing an Internship and/or thesis on behalf of the University.
- 1.3 Internship coordinator: an overseer of the Internship procedures acting on behalf of the Study programme.
- 1.4 Internship regulations: regulations drawn up by the Study programme which include the regulations that it has drawn up for Internships, including their objectives and substance.
- 1.5 Internship work plan: a plan drawn up by an Intern setting out the educational activities and work which have been stipulated in consultation with the Study programme and the Internship host, and which the Intern will be performing during their Internship. A data management plan may constitute part of this if necessary.
- 1.6 Internship supervisor: an Internship host staff member who assists the Intern in the workplace during their Internship.
- 1.7 Internship: practical training which constitutes part of the curriculum.
- 1.8 Internship host: Internship organisation.
- 1.9 Internship Agreement: the agreement between the University, the Internship host and the Intern or between the University and the Intern.
- 1.10 Intern: a student enrolled in a Study programme with whom an Internship Agreement is concluded.
- 1.11 University: the institution where the Intern is enrolled as a student.

Article 2 PURPOSE OF THE INTERNSHIP

- 2.1 The Intern shall be afforded an opportunity to acquire practical experience with an Internship

host for the purposes of their University Study programme where the Intern is enrolled.

- 2.2 Their Internship constitutes part of the curriculum. The mandatory components of the Internship are set out in the applicable study guide, the Education and Examination Regulations and/or in the Internship Regulations of the University.
- 2.3 The purpose of the Internship and the activities to be performed are included in the Internship work plan attached to the Internship Agreement.

Article 3 DEDICATED HOURS

The Intern's dedicated working hours shall be identical to those applicable within the Internship host's organisation, unless otherwise stipulated in the Internship work plan. Furthermore, the Intern shall be entitled to participate in educational activities at the University at the times specified in the Internship work plan, including consultation with the University mentor.

Article 4 THE INTERN'S STATUS

- 4.1 The Internship is designed to expand the Intern's knowledge, skills and experience for the benefit of their Study programme. As such, this Internship Agreement does not seek to serve as an employment contract under the terms of Section 7:610 of the Dutch Civil Code, nor is it intended to be such either.
- 4.2 The Intern shall remain registered as a student at the University during the Internship.
- 4.3 The Internship will be carried out under the responsibility and supervision of the Study programme in which the Intern is enrolled.
- 4.4 No restrictions may arise pursuant to the Internship in relation to the Intern's future work with other institutions or businesses.
- 4.5 The Internship host will not enter into any other type of (temporary) employment, including hiring or employment on any other basis, with the Intern in addition to this Internship Agreement, for the period indicated on the cover page under 'Details of Internship Agreement'.
- 4.6 The Intern will not enter into any other commitments with the Internship host, its suppliers, clients or other relations in addition to this Internship Agreement, during the period stated in the Internship Agreement.

Article 5 SUPERVISION

- 5.1 The Internship supervisor shall oversee the progress of the Internship on behalf of the Internship host.
- 5.2 The Internship supervisor and the Intern shall consult each other with some regularity or as required for the purposes of mentoring and on a number of occasions evaluation, preferably halfway through the Internship period and after it has ended.
- 5.3 Before the start of the Internship, the Intern will submit an Internship work plan to the University mentor and the Internship supervisor in which the supervision will be made concrete. A University mentor and the Intern shall attend a progress meeting with each other at least once.
- 5.4 The Internship supervisor and a University mentor shall conduct an evaluation interview with the Intern at least once.

Article 6 ASSESSMENT

- 6.1 In accordance with the relevant guidelines in the Internship Regulations and/or Education and Examination Regulations, the Internship supervisor fills in an evaluation form provided by the University.
- 6.2 The examiner prepares the final assessment in accordance with the guidelines mentioned in Article 6(1).
- 6.3 The assessment shall be discussed with the Intern.
- 6.4 The examiner shall be responsible for the final assessment of the Internship.

Article 7 PAYMENTS

- 7.1 In the event that the Intern receives Internship pay, the Internship host shall withhold any salary deductions and the customary premiums.
- 7.2 To the extent that it concerns expenses incurred by the Intern on behalf of the Internship host and does not concern travel costs from the home address to the Internship location, these expenses will be borne by the Internship host and may be submitted by the Intern to the Internship host, subject to the

internal standards used by the Internship host for expense claims.

- 7.3 With regard to costs relating to commuting, arrangements may be made between the Intern and the Internship host.

Article 8 TIME OFF AND ILLNESS

- 8.1 The Intern shall be entitled to time off. In principle, the accrual of time off will be the same as the Internship host's leave arrangements. The Internship supervisor may only accede to a request for additional time off in consultation with a University mentor.
- 8.2 The procedure for extraordinary leave and the Work and Care Act [Wet arbeid en zorg] shall in principle³ apply as they do in relation to the Internship host's employees. In the event that the Intern takes time off in excess of the number of agreed days of leave, the Internship period shall be extended by the excess.
- 8.3 No days off need be taken for educational activities such as examinations, resits and Internship review days.
- 8.4 In the event that they are sick, the Intern shall report this to the Internship supervisor in accordance with the Internship host's rules. The same shall occur when reporting for duty again. Any agreed expense arrangements shall not apply during the period of illness.
- 8.5 Where the Intern is sick for longer than two (2) weeks, they shall also notify a University mentor of this.

Article 9 HOUSE RULES AND INSTRUCTIONS OF THE INTERNSHIP HOST

- 9.1 The Internship host shall present the Intern with its internal rules and regulations and/or codes of conduct which are applicable in relation to its staff. The Intern shall have a duty to comply with those regulations. The Intern shall have a duty to heed the Internship supervisor and/or University mentor's instructions.
- 9.2 In the event of a serious conflict between the internal regulations and this Internship Agreement, the Internship coordinator, University mentor or the Examination Board will decide whether the Intern may commence the

³ For instance, this does not include care leave. Interns also do not fall under the responsibility of the in-house medical officer.

Internship under the internal regulations of the Internship host.

Article 10 CONFIDENTIAL INFORMATION

10.1 The Intern is obliged to keep secret all knowledge, data and other (technical) information (trade secrets) of the Internship host and/or third parties known to the Intern during the Internship period and of which the Intern knows or may reasonably suspect that they must be kept secret and may not be disclosed to third parties. This confidentiality shall be valid indefinitely. Confidentiality does not apply only in those cases where confidential information, in the context of the assessment and supervision of the internship assignment (e.g. the internship report or the graduation report), must necessarily be shared with the educational institution. The Intern may only share this confidential information with the educational institution after the Internship host has given explicit permission. The Internship host may also impose conditions on the sharing of this confidential information with the University, but without preventing the Intern from being assessed or graduating.

The same rules apply to the Intern as to employees of the Internship host with respect to classified business information. Where the Trade Secrets Act⁴ applies, it also applies to the Intern.

The Intern will include confidential (classified) company information in a confidential attachment to the Internship Report only if necessary and relevant to the Internship and only after prior written agreement with the Internship host.

If confidentiality of the Internship report, thesis or report is necessary, then confidentiality only relates to the specific portions intended for that purpose. The relevant confidentiality period will be as short as possible, in principle not exceeding two years to establish IP rights or publish peer review articles.

On justified grounds such as the need for companies to make use of the data used by the student in the Internship report, thesis or other report, a longer period may be agreed. This longer period requires thorough argumentation as to the reason and the duration of the period.

When an extension of the deadline is necessary based on fair and reasonable arguments, an extension of up to three years is possible.

10.2 University employees who, by virtue of their position and statutory duties, have access to confidential information, are bound by the obligation of non-disclosure in accordance with the Collective Labour Agreement (CAO) for Dutch Universities, the professional code and/or applicable complaints or disputes regulations.

10.3 This duty of confidentiality shall not apply in relation to information which demonstrably:

- a. was already publicly available when it was obtained; or
- b. became publicly available other than through the actions or negligence of the Intern or the University; or
- c. was obtained from a third party who received this information directly or indirectly from the Internship host and who is entitled to disclose or provide it; or
- d. was already in the possession of the Intern or the University before the commencement of the Internship, provided that this information has not been obtained from the Internship host directly or indirectly; or
- e. was produced independently by the Intern or the University without using any information supplied by the Internship host;
- f. may be released with the written permission of the Internship host; and/or
- g. the University and/or the student are obliged to disclose by or by virtue of a statutory provision, by virtue of an irrevocable decision of a competent public court or by virtue of an otherwise binding and unassailable decision of any administrative body, any regulatory or self-regulating body or authority (including the University's Scientific Integrity Committee or the National Scientific Integrity Initiative (LOWI), on the understanding that in such a case:
 - I. the University will enable the Internship host to take such steps as may be in the Internship host's interest in confidentiality; and
 - II. only that part of the confidential information which is described in the relevant provision or in the relevant decision will be disclosed and only to the

⁴ <https://wetten.overheid.nl/BWBR0041459/2018-10-23>

bodies, authorities and (legal) persons named therein.

- 10.4 The results of the Internship form part of the relevant Internship report/thesis/report. If the Intern gives a presentation in connection with the assignment, any graduation outcomes produced through their work shall not be deemed to constitute information which must be treated in confidence in accordance with the provisions set out in Article 12 of these Internship conditions, except in very exceptional cases.
- 10.5 In the event that the Internship host believes that the Intern has violated the duty of non-disclosure, or has failed to take reasonable steps to refrain from disclosing trade secrets, the Internship host will hold the Intern accountable. The University may also call on the Intern to account for this in the event that such non-compliance occurs. Under no circumstances shall the University be liable for the Intern's failure to comply with their duty of non-disclosure.

Article 11 BACKGROUND INFORMATION, CONTRIBUTED KNOWLEDGE, OUTCOMES AND INTELLECTUAL PROPERTY

- 11.1 The knowledge and know-how (background information) provided by the Internship host for the purposes of the Internship, including any intellectual property rights to same, remain the property of or are held by the Internship host and do not create any rights of use outside the framework of the Internship. The background information provided by the University for the purposes of the Internship, including the intellectual property rights vested in it, will remain the property of the University and will not create any rights of use.
- 11.2 Any intellectual property rights to outcomes produced by the Intern while carrying out their Internship, including any in an Internship report, thesis or any other research findings, such as a report, written machine language and/or source code but excluding the copyright to the Internship report or other report or thesis shall be vested in the Internship host, unless:
- h. The University can demonstrate that it has made a substantial contribution to the creation of the results generated; or
 - i. The results generated by the Intern (including know-how or an invention) that

are not related to the subject matter of the Internship assignment and have been written, created or invented solely by the Intern during free time and without the use of resources of the Internship host.

Any copyright on an Internship report, thesis or any other research findings, such as a report, shall constitute the Intern's intellectual property.

- 11.3 Insofar as necessary, the Intern transfers the intellectual property rights referred to in Article 11(2) to the Internship host in advance and delivers them to the Internship host, which transfer and delivery the Internship host accepts. Acting at the Internship host's request, the Intern shall do anything else required to assign such intellectual property rights, such as sign any documents needed for the transfer, application for and/or registration of such intellectual property rights.
- 11.4 If the Intern according to applicable law (e.g. patent law or copyright law) and as elaborated in the Appendix: 'Addendum Guidelines Intellectual Property and Students', which is part of this Internship Agreement, is entitled to compensation for lack of intellectual property rights, the Internship host as the entitled party is responsible for the payment thereof.
- 11.5 Any prototype made for the purposes of the Internship shall be the Internship host's property, unless the parties agree otherwise.
- 11.6 The University shall at all times be entitled to use any non-confidential outcomes produced during the Internship for its internal, non-commercial research purposes or its educational, public relations and/or application purposes free of any royalties.
- 11.7 If the Intern has made a patentable invention, the Internship host will ensure that the Intern is listed as an inventor or co-inventor in the patent application and patent, respectively.
- 11.8 If the University can demonstrate that it has made a substantial contribution to the creation of the results generated, then the rights to these results and intellectual property belong to the University. If the right to the final results, to which the University has made a substantial contribution, is indivisible or cannot be divided into partial rights, a joint intellectual property right exists for both the University and the Internship host. In order to avoid joint intellectual property as much as possible, the

University is willing to assign the ownership of any outcome or intellectual property right to the Internship host in return for a competitive fee (which is to be agreed on). In such a case, the University shall receive a free licence from the Internship host for educational, non-commercial research, publication and public relations purposes. The transfer of intellectual property rights accruing to the University to the Internship host may not be withheld by the University on unreasonable grounds. If there are (joint) rights to results that accrue to the University, the Internship host and University will establish prior to the graduation session which rights to the results are (1) jointly owned, (2) owned by the University, or (3) owned by the Internship host.

- 11.9 Prior to any publication and, if applicable, prior to the registration of intellectual property rights, the parties will inform each other in writing about the results generated by them in the Internship and the intellectual property rights vested or to be vested in them.
- 11.10 Unless otherwise agreed, any costs involved in the application for and/or maintenance of a patent shall be borne by the applicant.
- 11.11 The foregoing provisions shall also apply mutatis mutandis to a source code developed over the course of a graduation project.

Article 12 RIGHT OF DISCLOSURE

- 12.1 If the Intern gives a presentation, the Internship report, thesis, or report will be made public (including in the case in question via the repository as described in Article 12 paragraph 2). In doing so, the Intern will take the provisions of Article 10 into account regarding the embargo arrangements. The Intern will provide the Internship host with a draft of the thesis report (including the title and summary) no later than one month before the thesis report is officially submitted. The Internship host has the right to have the graduation report placed under embargo if the Internship host believes that its (potential) intellectual property rights or commercial interests will be harmed. The embargo period shall in principle not exceed two years but may, in exceptional cases, be extended to five years. The extension to five years must be approved by the University's appropriate body. Approval may not be withheld on unreasonable grounds.

The Internship host has - in exceptional cases - the right to demand removal of information

from the graduation report in order to protect its business interests. The Internship host will make the required removal known to the Intern within fourteen days of receiving the draft of the thesis report. If this has removed information necessary for the University's review of the thesis report, that information may be included in a confidential attachment. The Internship host determines if and what information may be included in a confidential attachment. A confidential attachment, unlike the thesis report, will not be made public.

If the University is of the opinion that, due to the lack of information, the thesis report cannot be adequately assessed, the University and Internship host will consult with each other to reach a reasonable and equitable solution for all parties within a reasonable period of time.

- 12.2 When uploading the Internship report or other report or thesis, the Intern shall confer on the University the right to publish such a report through its repository. The confidential attachment will not be uploaded by the Intern.
- 12.3 If an embargo has been agreed, it will not apply to the metadata in the repository. Where an embargo is granted, the Internship host shall verify whether the formulation of the title, summary or other metadata needs to be revised before the Intern uploads the relevant report. This shall not affect the Intern's right to submit the full graduation report to the University mentor and/or examiners.

Article 13 FEES AND LICENCES FOR SOFTWARE USE

- 13.1 Any software which the University supplies for educational purposes may not be used for commercial purposes.
- 13.2 Insofar as the Internship host and/or the Intern has or have any commercial interest in the production of a usable product, any additional costs which the Intern needs to incur in order to do this (the costs of the software and any licensing obligations, amongst other things) shall be borne by the Internship host unless otherwise agreed.
- 13.3 The University shall not be liable for any expenses referred to in Clause (2).

Article 14 PERSONAL DATA

- 14.1 Insofar as any personal data is used during their Internship, the Intern shall treat it in strict confidence, shall comply with all of the

stipulated policy and security rules and shall not copy such personal data to mobile media. The Internship host is responsible for ensuring that the Intern is properly informed of the Internship host's applicable policies and safety regulations in this regard.

- 14.2 The Internship host shall only process the Intern's personal data for the purposes of executing this Internship Agreement. The Internship host shall ensure that data processing occurs in accordance with the General Data Protection Regulation. This shall entail that the Internship host will:
- j. not process more of the Intern's data than is necessary for the purposes of executing this Internship Agreement;
 - k. ensure that the data is correct;
 - l. not store any data for longer than is necessary for the purposes of executing this Internship Agreement;
 - m. ensure that only those people have access to the Intern's data who have been designated for this purpose.

The Intern may invoke their rights in respect of the processing of their data in accordance with the General Data Protection Regulation.

Article 15 INTERNSHIP DISPUTES

- 15.1 Should there be any difficulties during the Internship, the Intern and the Internship supervisor shall first endeavour to resolve them through close consultation.
- 15.2 In the event that consultations between the Intern and the Internship supervisor do not produce a solution that is acceptable to both parties, any such dispute may be brought before a University mentor.
- 15.3 In the event that the Internship supervisor, the University mentor and the Intern are unable to reach a solution, the disputes will be submitted to the Internship coordinator and/or, depending on the importance of the dispute, to the programme director, the Director of Educational Institute or the Examination Board.

Article 16 LIABILITY AND INSURANCE

- 16.1 In accordance with Section 7:658(4) of the Dutch Civil Code or similar legislation and regulations applicable in the country in which the Internship occurs, the Internship host shall be liable for any injury or loss which the Intern

may suffer while performing Internship activities.⁵

- 16.2 The Internship host shall be liable for damage caused by the Intern towards third parties during the performance of the Internship activities. The Internship host will not be liable on that basis if it can be demonstrated that it has fulfilled its duty of care and/or if there is demonstrable deliberate recklessness or intent on the part of the Intern.
- 16.3 The Intern shall have a duty to take out private third-party liability and health insurance, while accident insurance is also recommended.
- 16.4 As secondary cover, the University may take out group liability and accident insurance for its students and Interns.
- 16.5 The Internship host will make every effort to protect the Intern from any form of harassment or discrimination in the workplace.
- 16.6 Should the Intern work with genetic material, the Intern shall be required to use such material in accordance with all legislation and government regulations and guidelines which are applicable in respect of such material, including, where applicable, the terms and conditions of the country in which that material originates – Mutually Agreed Terms (MAT) – and/or prior informed consent – Prior Informed Consent (PIC) – and shall ensure that it is able to present the University with all the requisite licences and permits when requested to do so.

Article 17 TERMINATION OF INTERNSHIP AGREEMENT

- 17.1 An Internship shall terminate:
- n. At the end of the agreed period;
 - o. As soon as the Intern ceases to be registered as a student of the University;
 - p. By the mutual consent of parties; or
 - q. In the event that the Internship host goes insolvent, is granted a moratorium on payments or its legal persona is dissolved.
- 17.2 The Internship host is entitled to immediately terminate the Internship Agreement, after hearing the Internship supervisor and the Intern concerned:
- r. In the event that the Internship host is of the opinion that the Intern repeatedly fails to comply with its rules or instructions in spite of a warning and/or conducts

themselves in such other way that the Internship host cannot reasonably be required to continue to cooperate with the Internship.

- s. If the Intern or the University fail to comply with their duty of non-disclosure in relation to the Internship host pursuant to Article 10.

The Internship host shall immediately notify a University mentor of a decision referred to in Subclause (a) or (b) through the intervention of the Internship supervisor.

- 17.3 After hearing the Internship supervisor and the Intern in question, the University is entitled to terminate the Internship Agreement immediately and withdraw the Intern:

- t. If, in the opinion of the University, the Internship does not meet the educational objectives or does not proceed in accordance with what has been agreed in this Internship Agreement, or if the Internship cannot reasonably be required to continue the Internship with the Internship host.

- u. where regulations governing privacy and harassment have been contravened. The University shall immediately notify the Internship supervisor of such a decision through the intervention of a University mentor.

- 17.4 After consulting with the Internship supervisor and the University mentor, the Internship Agreement may be terminated with immediate effect if the Intern cannot reasonably be required to continue the Internship.

- 17.5 Rights and obligations which by their nature should survive termination of the Agreement,

such as those relating to non-disclosure of confidential information and personal data, shall survive termination of this Agreement.

Article 18 SUSPENSIVE CONDITION

- 18.1 This agreement has been concluded subject to the suspensive condition that the Intern satisfies the conditions governing admission to an Internship by no later than the start of the Internship period. The precise conditions applicable for admission to an Internship are stipulated in the applicable Education and Examination and/or Internship Regulations.

Article 19 APPLICABLE LAW AND DISPUTES

- 19.1 This Internship Agreement shall be governed by and construed in accordance with the law of the Netherlands.
- 19.2 If a dispute arises, the parties will endeavour to find a solution in mutual consultation in accordance with the provisions of Article 15 of these 'Terms and Conditions of the Internship Agreement'. Should the parties fail to do so, they shall resort to the district court of the district in which the University has its registered office. The Dutch court of law shall enjoy exclusive jurisdiction to hear a dispute.

Article 20 FINAL PROVISION

In the event that there is a conflict between this Internship Agreement and any other contract which the Intern signs with the Internship host, this agreement shall prevail.