

INTERNSHIP AGREEMENT

THE UNDERSIGNED:

– to be completed electronically–

1 The Stichting Hogeschool van Amsterdam , having its registered office at Wibautstraat 3b, 1091 GH Amsterdam, maintaining the AMFI – Amsterdam Fashion Institute, hereinafter referred to as the ‘Teaching Organisation’ or ‘Study Programme’, represented by:
Name of Supervising Coach: [_____]
Email address of Supervising Coach: [_____], Telephone number: [_____]

2 Internship Organisation , hereinafter also referred to as the ‘Host Organisation’ or ‘Company’
Name of organisation: [_____]
Address: [_____], Postal code & Town/City: [_____], Country: [_____]
Website: [_____]
Represented by:
Name of Practical Supervisor: [_____], Department: [_____], Title: [_____]
Email address of Practical Supervisor: [_____], Telephone number: [_____]

3 Student , registered as a student at the AMFI – Amsterdam Fashion Institute, hereinafter referred to as ‘the Intern’, hereinafter also individually referred to as ‘the Party’ and jointly as: ‘the Parties’
Name: [_____] ID number: [_____] Dimension & Year: [_____]
Address: [_____] Postal code & Town/City [_____] Country: [_____]
Email address: [_____] Telephone number: [_____]

Have agreed as follows:

1. Cooperation

1.1. The Intern shall carry out one or more internship projects on behalf of the Host Organisation from

start date: [dd-mm-yyyy], up to and including the end date: [dd-mm-yyyy], 5 days a week, 40 hours a week.

1.2. The internship period referred to is part of the AMFI – Amsterdam Fashion Institute curriculum and is of a professional/orientating character.

1.3. The activities of the Intern at the Host Organisation have a learning function. As such, this agreement is not an employment contract within the meaning of Section 7:610 of the Dutch Civil Code.

1.4. If necessary, the Intern will be given the opportunity for (periodic) visits to and/or education at the Teaching Organisation (AMFI Return Day).

2. Internship activities

2.1 The nature of the Intern’s activities at the Host Organisation shall be defined between the Parties before the start of the internship period and relates to a

Internship: [Y/N], project internship: [Y/N], or research internship: [Y/N]

2.2 The Intern will work on the following learning objectives during the internship:

Professional: [_____], personal (optional): [_____]

2.3 In the context of this internship, the Intern will focus on the following activities and any resulting assignment as a result of the learning objectives:

Description of activities: []
Any additional assignments outside day-to-day activities, such as project or research-based activities: []

- 2.4 An internship proposal containing an extensive description of the internship linked to the learning objectives, including an outline of the rationale and motivation for the activities and any additional assignments, must be submitted to the Mentor for approval.
- 2.5 The Degree Programme's internship manual shall set out the requirements for the implementation of the internship project(s). The Host Organisation/Practical Supervisor and the Intern should be familiar with the contents of the relevant internship manual.
- 2.6 The internship project shall first and foremost have a teaching function and will be supported as such by the Host Organisation. The Host Organisation shall ensure the right conditions to allow the internship to take place as well as a safe working environment that is in compliance with applicable Occupational Health and Safety legislation.

3. Practical supervision

- 3.1 The Host organisation shall ensure:
 - a. that the qualifications of the Professional Supervisor comply with the guidelines as laid down by the Programme.
 - b. the presence (40 hours a week) of the Intern and their day-to-day supervision by the Practical Supervisor;
 - c. that the Student is given the opportunity to perform those activities that meet the requirements of the Dutch Bachelor's degree (Higher Professional Education, HBO), as outlined in Article 2;
 - d. that the Student is given the opportunity to spend at least 30 minutes a day or 2 hours a week on updating the Process Book.
 - e. a written format for the interim assessment on the progress of the internship (using the standard reporting form of the Host Organisation) and presence of the Practical Supervisor during the joint interview with the Intern and Supervising Coach;
 - f. a written format of the final assessment (using the standard reporting form of the Host Organisation).

4 Supervision from Study Programme

- 4.1 The Study Programme will have prepared the Intern for the purpose of the internship, for the position of an Intern within an organisation and for the agreements set out in this Agreement.
- 4.2 The Supervising Coach's qualification shall comply with the guidelines as laid down by the Study Programme.
- 4.3 In terms of the nature and frequency of the supervision, the supervision by the Supervising Coach shall comply with the guidelines as set out by the Study Programme; monthly feedback on the Process Book, at least one joint interview with the Intern and the Host organisation halfway through the internship period (interim assessment) and at least one interview with the Intern at the end of the internship period (final assessment).

5. Internship assessment

- 5.1 The Study Programme shall bear ultimate responsibility for the assessment of the internship.
- 5.2 The Practical Supervisor will be requested to provide a recommendation regarding the assessment of the internship project. This recommendation will take shape based on the standard reporting form of the Host Organisation.

6. Reimbursements

6.1 The Intern [WILL/WILL NOT] receive an internship allowance for his/her/their activities.

The internship allowance shall be €[AMOUNT] gross per month.

6.2 Wage tax and social security contributions will be deducted from the gross amount. The allowance will continue to be paid in the event of interruptions of the internship period that cannot be attributed to the Intern.

6.3 The Intern [WILL/WILL NOT] receive a travel allowance for his/her/their activities, if he/she/they do not have a student OV card, to the amount of

€[AMOUNT] per month.

7. Leave and absence

- 7.1 The Intern shall be subject to the rules on working hours, holidays and (study) leave days, absence due to illness and absenteeism usually applicable within the organisation. These rules will have been disclosed to the Intern by the Host Organisation upon conclusion of the Agreement. In addition, the Intern shall inform the Practical Supervisor and Supervising Coach of any illness and return following illness.
- 7.2 Absenteeism during the internship period must have a valid reason and shall not exceed 20% of the maximum number of internship days (days that the internship student is expected to be present at the Host Organisation under this agreement).
- 7.3 The Intern shall inform the Practical Supervisor and Supervising Coach of any illness and any return following a period of illness.
- 7.3 If the Intern is ill for more than two consecutive weeks, consultations will be held between the Intern, the Host Organisation and the Study Programme, which may result in the premature termination, suspension or extension of this Agreement.

8 Intern obligations

- 8.1 The Intern shall be obliged to observe the rules, regulations and instructions that apply to the Host Organisation, in the interest of order, safety, health and confidentiality. The rules and regulations will have been disclosed to the Intern upon conclusion of these agreements.
- 8.2 The Intern shall be obliged to perform the work and/or assignments to the best of his/her/their ability and to act with due care in respect of all matters, materials, etc. which are made available or entrusted to him/her by the Company in the context of the internship.
- 8.3 The Intern shall also be obliged to submit their Process Book each month, to stay in contact with the Supervising Coach and to be present during the interim assessment with the Supervising Coach and Practical Supervisor.

9 Intellectual property

- 9.1 The copyright on the results of the internship shall be held by the Intern, unless explicitly stipulated otherwise.
- 9.2 All results arising from the internship and all intellectual property rights thereto, with the exception of copyright, shall be the property of the Host Organisation. Each Party shall be free to use or procure the use of these results in research and education activities and other internal affairs without limitation according to its own discretion. Where necessary, the Host Organisation shall grant the Intern and the Study Programme a non-exclusive, non-cancellable and perpetual licence to that effect.

10 Liability

- 10.1 The Host Organisation shall be liable for any injury or damage incurred by the Intern during or in connection with their presence at the Host Organisation or in the performance of their internship activities, unless the Intern demonstrates that they have complied with the obligations referred to in Section 7:658(1) of the Dutch Civil Code, or that the damage is to a significant extent the result of intent or deliberate recklessness on the part of the Intern. As a result of its duty of care in respect of the Intern, the Study Programme has taken out liability and accident insurance in which the internship is covered as an activity.
- 10.2 The Study Programme shall not be liable for damage caused by the Intern to the Host Organisation or to third parties during or in connection with their presence at the Host Organisation or in the performance of their internship activities at the Host Organisation. The Host

Organisation shall be insured against the financial risk of statutory corporate liability, including in respect of the Intern.

- 10.3 The Study Programme has taken out supplementary insurance for the benefit of the Intern. The terms and conditions of this supplementary insurance shall apply to the Intern. This supplementary insurance provides secondary cover, as a result of which the liability of the Host organisation shall take precedence (primary coverage).

11 End of the agreement

- 11.1 The agreement shall end:
- at the end of the period agreed in Article 1;
 - once the Intern is no longer enrolled as a student with the Study Programme;
 - by mutual agreement of the Parties;
 - in the event of the Intern's death;
 - in the event of bankruptcy or dissolution of the Host Organisation.
- 11.2 The Host Organisation shall, having heard the Practical Supervisor and the Intern, be entitled to terminate this agreement without delay, subject to Article 12:
- if, in the opinion of the Host Organisation, the Intern does not follow the rules, regulations and instructions of the Practical Supervisor;
 - if the Intern otherwise behaves in such a way that the Host Organisation cannot reasonably be required to continue to its cooperation with the internship;
- The Host Organisation shall immediately inform the Supervising Coach of any decision referred to under 11.2 by way of intervention of the Practical Supervisor.
- 11.3 The Internship Coordinator shall, after having heard the Supervising Coach and the Intern, and with due observance of Article 12, be entitled to terminate this agreement without delay and withdraw the Intern, if, in the opinion of the Internship Coordinator, the internship is not proceeding in accordance with the agreements established or if the Intern cannot reasonably be requested to continue their internship at the Host Organisation. The Internship Coordinator shall inform the Practical Supervisor of such a decision by way of intervention by the Supervising Coach.
- 11.4 In the event that this agreement conflicts with another agreement to be signed by the Intern with the Company, this (three-party) agreement shall prevail.

12 Disputes

- 12.1 The Parties shall not tolerate any form of harassment, including sexual harassment, verbal harassment, non-verbal harassment and physical harassment. Insulting, discriminatory, humiliating or intimidating behaviour is never acceptable.
- 12.2 The Host Organisation declares in advance that it agrees to the application of the Regulations concerning Undesirable Conduct applied within the Study Programme:
<https://www.hva.nl/praktisch/algemeen/hva-breed/studentenzaken/vertrouwenspersoon-ongewenst-gedrag/vertrouwenspersoon-ongewenst-gedrag.html>
- 12.3 In the event of any problems during the internship, the Practical Supervisor shall be the Intern's first point of contact.
- 12.4 Disputes between the Intern and the Practical Supervisor shall be submitted to the Supervising Coach.
- 12.5 If the Practical Supervisor, the Supervising Coach and the Intern cannot reach a solution, the dispute shall be submitted to the Internship Coordinator of the Study Programme.

13 General provisions

- 13.1 Any changes to the various agreements shall be effected by way of a consultation between the Intern, the Practical Supervisor and the Supervising Coach. If a solution is not reached jointly, the same procedure shall apply as in Article 12.
- 13.2 In the event that this agreement conflicts with another agreement to be signed by the Intern with the Host Organisation, this (three-party) agreement shall prevail.
- 13.3 This agreement shall be subject to the Higher Professional Education (HBO) Work Placement Code of Conduct and the internship manual of the Study Programme.
- 13.4 This Agreement shall be governed by Dutch law.

Drawn up and signed in triplicate on,

(Please note that the Internship Office signs on behalf of the Study Programme, this signature will only be placed following the signatures of the Host Organisation and Intern)

1. Study Programme

2. Host Organisation

3. Intern

(name)

(name)

(name)

(signature)

(signature)

(signature)

(date)

(date)

(date)