

1. Additional note UNL model Internship Agreement scientific education 2022 - 2025

UNL has consulted with a number of companies that were (partly) previously involved in the internet consultation of the UNL Model Internship Agreement Scientific Education and have agreed to start using and applying the UNL Model Internship Agreement in accordance with the following clarification that will be posted on the UNL website.

1. Evaluation template

The academic education internship agreement template will be evaluated in 2025, during which at least Articles 10, 11, 12, 14, and 19 will be discussed again and, if possible, clarified and/or amended (in part).

2. Addendum Richtsnoer IER en Studenten

The Addendum Guideline IPR and Students applies insofar as it is not deviated from in this Agreements Framework and in the template Internship Agreement.

Note: The Addendum Guideline IPR and Students applies primarily in the relationship student (and therefore also as intern), and on the other hand the university. The university also has to respect the Addendum in the situation of an internship which is why it is an inseparable part of the UNL model. Universities have, as a corollary to the Addendum, an IPR Implementation Regulation from which not only employees at the universities but also the students (interns) can derive rights. Own company schemes of internship providers for employees regulating compensation in case of inventions made do not stand in the way of this. For this reason, the fillable Adobe under: house rules and instructions includes that company schemes may apply, provided they do not conflict with the internship agreement (article 9.2). Thus, for the IPR due to the internship provider based on the UNL model, the internship provider's own company regulations may apply.

3. Liability for breach of confidentiality (Article 10.5)

Note: If (1) no insurance is in place and/or (2) the insurer does not provide cover (and therefore does not pay out) in the relevant situation for whatever reason, then no limitation of liability applies.

4. Confidentiality

Note: In addition to the indefinite secrecy for general information that the trainee learns during the internship within the company, when applying Articles 10 and 12 of the template that deal with specific knowledge as part of the internship, if the internship provider chooses to protect it as a trade secret, it may be necessary to keep the confidential information secret for longer than 5 years. In that respect, additional agreements on confidentiality may be made between the internship provider and the intern on a case-by-case basis and therefore on the basis of the underlying internship plan and following additional agreements with the university on this matter, without hindering the intern's career prospects. Confidentiality will always be bound to a certain time period and preferably to the time period as agreed with the university.

5. Intellectual Property

Note: Article 11 of the template shall be applied as follows:

- a. The principle included in the UNL template that the internship provider becomes the owner of the results generated by the intern applies even when the university has made a substantial contribution. As long as no agreement has been reached on the transfer of the university's share to the internship provider under reasonable conditions at a market-based fee (to be agreed upon), the university will remain the owner of its contribution and the internship provider will be the owner of the intern's contribution, and in the case of a non-divisible result, there will be co-ownership between the university and the internship provider.

- b. The university owns the results generated by it alone (not including the intern).
- c. If the internship provider has a regulation on compensation to be paid to its own employees in connection with patent applications filed, the internship provider may apply that regulation (instead of the regulation applicable to the university) to interns as well.

6. Data Protection

Note: UNL has sought alignment with the General Data Protection Regulation (GDPR) when drafting the UNL template internship agreement. The purpose of the internship agreement and thus the application of Article 14.2 of the template also includes processing for payroll purposes, compensation due to patents applied for, and protecting intellectual property.

7. Disputes

Note: The parties may always submit a dispute to the competent court in the Netherlands (including the Unified Patent Court).