WW check for a Dutch settlement agreement (VSO)

Do you keep your right to unemployment benefit?

For expats, highly skilled migrants and other international employees in the Netherlands. Go through the steps before you sign. A point you cannot tick with certainty is a point to have checked. This check does not guarantee WW: UWV decides.

Step 1 – Who took the initiative?

For WW it is crucial that the initiative for the termination lies with your employer.

☐ The agreement states explicitly that the employer took the initiative.

☐ It is clear that you did not resign yourself.

☐ Nothing suggests that you left voluntarily.

Note: wording such as "the parties have jointly come to a termination" can raise questions at UWV if the initiative is not clearly placed with the employer.

Step 2 – Is culpable unemployment excluded?

UWV refuses WW if you are culpably unemployed. Even indirect hints can be a problem.

☐ The agreement states explicitly that there is no culpable act or omission on your part and no urgent cause (*dringende reden*).

☐ Performance issues are described carefully and neutrally.

☐ Words such as "dysfunctioning", "fault", "blame" or "insufficient performance" are absent.

A common mistake: employers sometimes include criticism of performance "for the file", without realising that this creates a WW risk.

Step 3 – Is the reason for termination worded safely for WW?

The reason must be clear, neutral and consistent. Examples are a reorganisation, economic reasons, a difference of opinion or a disrupted working relationship without a question of fault.

☐ The reason is stated unambiguously.

☐ The reason fits the initiative of the employer.

☐ There are no contradictory passages.

Step 4 – Does the end date respect the notice period?

One of the most common and most costly mistakes concerns the end date. The end date must respect the notice period that applies to your employer (law, contract or collective agreement). The statutory notice period for the employer is 1, 2, 3 or 4 months, depending on your length of service, to the end of the month (article 7:672 Dutch Civil Code).

☐ The end date matches the applicable notice period, counted from the date of signing.

☐ It is clear how the notice period is filled in: work, or garden leave with salary.

☐ There is no gap between the end of your employment and the start of WW.

An end date that is too early leads to a fictitious notice period: you receive no WW for that period (article 19 Unemployment Insurance Act). Compensation for the early end date does not change that.

Step 5 – Garden leave: properly recorded?

Garden leave (*vrijstelling van werk*) is common, but must be recorded correctly.

☐ Your salary continues in full until the end date.

☐ Pension accrual and holiday days continue.

☐ It is clear that the employment contract legally continues until the end date.

Step 6 – Final discharge: not too broad?

☐ The final discharge (*finale kwijting*) is limited to known claims.

☐ The payment of pension contributions until the end date falls outside the final discharge.

☐ You do not give up rights that are not yet established.

Note: you cannot exclude your WW rights from the final discharge, because UWV is not a party to the agreement. Instead, make sure the wording protects your WW: initiative with the employer and no urgent cause (article 24 Unemployment Insurance Act).

Step 7 – No conflict with UWV policy?

Some arrangements seem practical, but clash with the WW framework: arrangements about "voluntary departure", constructions that in fact amount to resigning, or incorrect payment constructions.

☐ The agreement contains no arrangement that looks like voluntary departure.

☐ If you are ill: you have had checked what being ill at the end of your employment means for your WW and your sickness benefit (*Ziektewet*).

Step 8 – If you are an international employee

☐ You know that WW is an employee insurance and is not on the IND list of benefits from public funds; social assistance (*bijstand*) is on that list.

☐ You know whether your residence permit depends on your job. The search period (*zoekperiode*) starts on the day your employment contract ends: 3 months for a highly skilled migrant; for an EU Blue Card holder 3 months, or 6 months after at least 2 years with the Blue Card in the Netherlands.

☐ If you are an EU/EEA citizen: you know that registering with UWV as a jobseeker matters for keeping your right of residence as a worker after involuntary unemployment (article 8.12(2) Aliens Decree 2000).

☐ If you plan to leave the Netherlands: you checked with UWV before you leave whether you can keep receiving WW abroad.

☐ You know which language version of the agreement counts, and you understand the wording about the initiative, the reason and the end date in that version.

Next step

Already signed? You can dissolve the settlement agreement in writing within 14 days, without giving a reason. If the agreement does not mention this right, the period is 3 weeks (article 7:670b Dutch Civil Code).

The first consultation is free and without obligation. Your employer often pays the costs of further legal assistance.

Free review of your situation: +31 85 4016 014 · www.vanleeuwenbos.nl/en/settlement-agreement/free-settlement-agreement-check/

Disclaimer

This document is general information under Dutch law, last updated on 28 November 2026. It is not legal advice and no rights can be derived from it. Every situation is different; have your own situation assessed. For the consequences for your residence permit we advise on the points we can and refer you to an immigration lawyer where needed.