Van Leeuwen & Bos
Legal advice

Received a Dutch settlement agreement? A guide for international employees

Practical tips from our employment lawyers for the first days after your employer's proposal. Short, clear and ready to use, with the points that matter for expats, highly skilled migrants and other international employees in the Netherlands.

Van Leeuwen & Bos · Legal advice exclusively for employees
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Version November 2026. This guide is general information about Dutch law and not legal advice for your situation.

First of all: you do not have to do anything straight away

A settlement agreement (*vaststellingsovereenkomst*, VSO) often comes unexpectedly. That causes stress, which is completely understandable. The good news: you are not obliged to sign, and you have time to have the proposal reviewed calmly. This guide helps you through the first days without giving away anything you might regret later. The Dutch term is given in brackets so that you recognise it in your agreement.

STEP 1

Do not sign straight away, not even under pressure

A settlement agreement is a contract: you and your employer must both agree. A deadline or a signing bonus is a proposal, not an obligation.

Tip: in the meeting just say: “Thank you, I will take the proposal with me and have it reviewed.” Nothing more is needed.

Source: art. 7:900 Dutch Civil Code.

STEP 2

Get everything in writing and understand what you sign

Ask for the agreement itself and, if there is one, the reason for the proposal. Keep your emails and make a short note after each conversation: date, who was there and what was said. The agreement is often in Dutch. There is no general rule that it must be translated, so do not sign a text you do not fully understand: have it explained to you in English first.

Tip: after a meeting send a short email: “As discussed on [date] …”. That puts it on record.

STEP 3

Check that your unemployment benefit (WW) is safe

For your WW (*WW-uitkering*) the agreement must show that your employer took the initiative and that you cannot be blamed for an urgent cause. One wrong sentence can cost you your WW.

Source: art. 24 Unemployment Insurance Act (*Werkloosheidswet*).

STEP 4

Check the end date

The end date must respect the notice period of your employer: 1 month for less than 5 years of service, 2 months for 5 to 10 years, 3 months for 10 to 15 years and 4 months for 15 years or longer. If your employment ends earlier, you do not receive WW for the difference (the notional notice period, *fictieve opzegtermijn*). For you the end date has a second function: see step 7.

Sources: art. 7:672 Civil Code, art. 19 Unemployment Insurance Act. Calculation aid: the notice period calculator on our website.

STEP 5

Check the payment

The statutory transition payment (*transitievergoeding*) is 1/3 of a monthly salary per year of service, including holiday allowance and fixed salary components, with a maximum of €102,000 in 2026 (or one annual salary if you earn more). In a settlement agreement this is not an automatic right, but it is the usual minimum. It is a lower limit, not a ceiling.

Tip: employers often forget to include holiday allowance, a fixed year-end payment or allowances.

Source: art. 7:673 Civil Code.

STEP 6

Look beyond the money

- ☐ Release from work (garden leave) and salary until the end date
- ☐ Holiday days, holiday allowance and the final settlement (*eindafrekening*)
- ☐ Non-compete and non-solicitation clauses: remove or limit them
- ☐ A positive reference letter and an agreed reference
- ☐ Leaving earlier if you find a new job
- ☐ Outplacement or a training budget
- ☐ Reimbursement of your legal costs
- ☐ Relocation or sign-on bonus: must you repay (part of) it?
- ☐ Employer-provided housing, a lease or a company car: until when can you use it?
- ☐ Final discharge (*finale kwijting*): what do you give up with it?

STEP 7

Residence permit and 30% ruling: check the dates

Highly skilled migrants (*kennismigranten*) have a search period (*zoekperiode*) of 3 months from the day on which the employment contract ends. If there is no new job as a highly skilled migrant by the end of that period, the IND withdraws the permit. **EU Blue Card holders** have 3 months, or 6 months after at least 2 years with the Blue Card in the Netherlands. For the combined residence and work permit for paid employment (GVVA) the search period is also 3 months. **EU/EEA citizens** generally keep their right of residence as a worker after involuntary unemployment, if they worked for at least 1 year and register with UWV as a jobseeker. Social assistance can end your residence; WW is not on the IND's list of public funds.

The **30% ruling** can continue if you start with a new employer within 3 months after you leave; the application must then be made within 4 months after you start there.

Tip: negotiate the end date with these dates in mind, and ask us about the consequences for your own permit. We refer you to an immigration lawyer where needed.

Sources: IND (highly skilled migrant; EU Blue Card; benefits from public funds); Dutch tax authority (Expat Scheme); art. 8.12 Aliens Decree 2000.

STEP 8

Ill or burnt out? Be extra careful

During illness a prohibition of notice (*opzegverbod*) applies. A settlement agreement can then affect your WW and your Sickness Benefits Act (*Ziektewet*) benefit. Never sign an incorrect statement about your health, and involve the company doctor.

Source: art. 7:670 Civil Code.

STEP 9

Negotiate, and know your alternative

The first proposal is seldom the last. A businesslike counter-proposal, preferably with reasons, often leads to a better end date, payment or terms. Without your consent your employer needs a reasonable ground for dismissal and must have no option to redeploy you; the employer then has to go to UWV or the subdistrict court (*kantonrechter*). The weaker that file, the stronger your negotiating position. A lawyer can take over the negotiation; the costs are often reimbursed by your employer.

Tip: on our website you find free template letters, among others to ask for more time and for a counter-proposal.

Sources: art. 7:669, 7:671a and 7:671b Civil Code.

STEP 10

Signed? You still have a 14-day reflection period

After signing you can dissolve the agreement in writing within 14 days without giving a reason (*bedenktermijn*). If the agreement does not state this right, you have 3 weeks. A clause that excludes the reflection period is void.

Source: art. 7:670b Civil Code.

Your checklist for the first 48 hours

	Action
☐	Signed nothing, not even a “received” signature under anything other than a confirmation of receipt
☐	Kept the agreement and all emails, made notes of conversations
☐	Employment contract, collective agreement (cao) and latest payslips at hand
☐	Noted the deadline for signing; asked for more time in writing if needed
☐	Checked the transition payment and the end date
☐	Noted the dates for your residence permit (search period) and the 30% ruling
☐	Listed your own wishes: end date, payment, reference, new job, housing
☐	Had the agreement reviewed by an employment lawyer

What do you bring to the consultation?

- The agreement or the proposal (a photo is fine)
- Your employment contract and any amendments
- Your latest payslip and, if you have it, the annual statement
- Your residence permit and, if relevant, the 30% ruling decision
- Important emails, minutes or reviews
- Your questions and what matters most to you

We review it with you, for free

Van Leeuwen & Bos advises employees only, 100% independent. You have one dedicated lawyer from start to finish. A consultation is possible within 3 hours; if it is urgent we are also available outside office hours and at weekends. The first consultation is completely free and without obligation.

Send your agreement through the form:
www.vanleeuwenbos.nl/en/settlement-agreement/free-settlement-agreement-check

Prefer direct contact?
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