

GENERAL PROVISIONS

FOR CO-OPERATION IN EDUCATION

AT THE FACULTY OF INDUSTRIAL DESIGN ENGINEERING

INTERNSHIP AND GRADUATION PROJECTS ARE FAMILIAR WAYS FOR COMPANIES AND NON-PROFIT ORGANISATIONS (PARTNERS) TO WORK TOGETHER WITH STUDENTS. IN ADDITION, TU DELFT'S FACULTY OF INDUSTRIAL DESIGN ENGINEERING (IDE) OFFERS THE OPPORTUNITY TO WORK TOGETHER WITH STUDENTS DURING A PARTICULAR COURSE IN THE IDE CURRICULUM.

TU Delft makes agreements on co-operation in courses with both partners and students.

Students enter into a one-off contract with TU Delft for all courses available for co-operation that they will take during their studies, which sets out agreements in accordance with these General Provisions. For partners the conditions on co-operation are laid down in these General Provisions.

Since every course is different and has its own learning objectives, the details of the co-operation – e.g. the length of the course, the expected results, costs, etc. – will be different. The details of co-operation are set out in the co-operation brochure or information sheet for the course.

The co-operation in a course under these General Provisions and the details of the co-operation are ratified by TU Delft and the partner signing a co-operation confirmation, provided by TU Delft.

BACKGROUND KNOWLEDGE

Background knowledge remains the property of the party supplying it and may only be used for the purpose of carrying out the work in the course.

CONFIDENTIALITY CONCERNING PARTNER'S BACKGROUND KNOWLEDGE

In their contracts students sign up to observe five years' confidentiality regarding background knowledge expressly designated as confidential by the partner. Staff of TU Delft involved in the course shall observe confidentiality regarding confidential information. Individual confidentiality agreements with students or staff are superfluous and will not be accepted.

Bear in mind the fact that students work in a public government building and that publication about the co-operation and results must be possible. Not all background knowledge can therefore be designated as confidential, and the recommendation is only to share confidential information that is needed for the course.

COSTS

For many of the courses TU Delft will ask the partner to make a payment for participating in the co-operation. This payment will vary for each course.¹ TU Delft will send the partner an invoice for this payment, which is payable by the partner within thirty days of the invoice date. Additional costs, for example travel costs and/or costs of producing a prototype, can occur. These costs are for the account of the partner.¹

RESULTS

The results to be generated by students will depend on such things as the learning objectives of the course concerned. Examples of results include ideas, brand names, designs, models/prototypes or a business strategy.¹

TRANSFER AND USE OF RESULTS

TU Delft will be the owner of the results under the agreements with students. TU Delft will transfer this ownership, under the conditions set out in these General Provisions, to the partner after the end of the course. In a limited number of courses, only a selection is transferred.¹ TU Delft reserves the right at all times to use the results in its own research and education, for publication and PR purposes.

PUBLICATION

Both TU Delft and the students have the right to publish about the co-operation with the partner and the results, once three months have elapsed since the end of the course.

In the event of a patent application (regarding a result to be transferred) the partner may ask to defer publication for a maximum of 12 months. The partner can therefore send an email to the contract assistant at TU Delft within the said three months. TU Delft will then bring the publication rights of the student(s) into line with the agreed period.

In the event of a patent application (regarding a technical product or process) the partner shall state students involved as inventors/co-inventors in the application. In addition, the partner has to pay the students a reasonable amount for loss of patent rights, in consultation with the contract assistant.

The partner has the right to publish about the co-operation and the transferred results. The partner will as far as possible state the name(s) of the student(s) in publications, registrations of/applications for IP rights and press releases of or about results. The name 'TU Delft' and the TU Delft logo may be used, provided reference is made to the co-operation with students in the course concerned of TU Delft's faculty of Industrial Design Engineering.

LIABILITY

TU Delft and the students in no way warrant the correctness, completeness and/or authenticity of the results and the IP rights based thereon. The partner indemnifies TU Delft and the students, in respect of claims by third parties, resulting from the use of the results by the partner. Under no circumstances, the liability of TU Delft shall exceed the payment made by the partner for participation in the course.

PRIVACY SENSITIVE DATA

TU Delft and the partner shall carefully handle privacy sensitive data, including those of students and staff of TU Delft and the partner. In doing so, TU Delft shall act within the law, including the General Data Protection Regulation (GDPR).

APPLICABLE LAW AND COMPETENT COURT

These General Provisions are subject to the law of the Netherlands. TU Delft and the partner shall submit any dispute that the parties are unable to resolve between themselves to the court in The Hague.

DEFINITIONS

For the purposes of these General Provisions the following terms are defined as follows:

- *Background knowledge*: knowledge and IP rights of - and made available by - the partner or TU Delft.
- *Intellectual Property rights (IP rights)*: all copyright (including copyright to software), registered and unregistered model rights, patent rights (and patent claims), trademarks or service marks or other IP rights arising during the course in relation to the results of the course, including the right to register such IP rights.
- *Partner*: business or organisation with which the faculty of Industrial Design Engineering is collaborating in a course.
- *Results*: whatever has been produced at the end of the course by the student(s) as a result of a more or less targeted action, process or operation, set out in the co-operation details for the course concerned, with the exception of copyright to work designed primarily for assessment.
- *Course*: the courses within the curriculum of the faculty of Industrial Design Engineering involving collaboration with partners and for which a co-operation confirmation is signed.

MORE INFORMATION

If you have any questions about these General Provisions, please send an email to the contract assistant for education at the faculty of Industrial Design Engineering:

M.NAHUMURY@TUDELFT.NL

You can find the courses available for co-operation, information on the content of the courses, co-operation brochures and information sheets on the website:

[IO.TUDELFT.NL/EN/IDE/COOPERATION/STUDENT-PROJECTS](https://io.tudelft.nl/en/ide/cooperation/student-projects)

¹ Co-operation details are set out in the brochure or information sheet for the course concerned.