

**Dear Student,**

**By means of this explanation we want to inform you about the IP Rights Transfer Agreement.**

**Why? (Whereas)**

What's better than putting the knowledge you acquired into practice while generating new knowledge? In some courses of the Faculty Industrial Design Engineering (IDE) you will work on interesting cases from existing companies or institutions instead of fictional cases. IDE puts a lot of effort into finding companies willing to put cases forward which are suitable for specific courses. These companies gain interesting insights from your creativity and the latest (design) techniques. A mutual benefit is to get acquainted with talented future interns, graduation students or even future employees.

TU Delft will only cooperate with a company that is willing to adjust a case to the learning goals of the course and that is willing to give students information which is not publicly known or even confidential. The company must also be willing to introduce itself to you, to give feedback on your work and even in some cases show you the premises of the company or to provide materials or company facilities.

A successful cooperation between a company, TU Delft and, in group assignments with your peer students, will increase the likelihood that a final result that you worked on will actually be used by the company after further development. You can imagine that a company is only willing to cooperate if clear agreements can be made with TU Delft. However, your interests are equally important. This is why TU Delft makes arrangements not only with participating companies but also with you.

The conditions for participation by companies are specified in the "General Provisions for co-operation in education at the Faculty of Industrial Design Engineering". Your arrangements are defined in the document "IP Rights Transfer Agreement" which we ask you to sign. As it is inevitable to use some "legal language" in both agreements we hereby provide you with an explanation of the document "IP Rights Transfer Agreement" and the relation with the company conditions.

**What is Intellectual Property (IP), IP rights (IPR) and who is the owner? (Definitions)**

Intellectual Property is a term for all intellectual creations like designs, inventions, texts, trademarks, games, software, photos, videos etcetera. Well known IP rights are: copyright, which automatically come into existence when a work is created, patents for (technical) inventions to be applied for and trade mark law to be registered.

Over time, various IP laws and regulations came into existence. The IP on a new creation can be owned by the creator, the employer, the company that gave an assignment or the educational institute. When IP is created in cooperation with other parties it can become even harder to correctly assign IP rights. Therefore it is important to make clear arrangements.

**For which period and courses will you transfer your IP on the end results to TU Delft? (Art. 2)**

Every course for which you transfer your IP will, from September 2018, be marked in the TU Delft study-guide\* as “collaboration course”. Examples are Bachelor Final Project, Design Strategy Project, Advanced Concept Design and Interactive Technology Design. The “collaboration courses” can differ per year, so check the online study-guide\*.

As it is nearly impossible to have every student sign a separate document for every collaboration course you will sign the document once. The agreement will remain valid for your whole Bachelor and/or Master Study.

**How will TU Delft use the IP transferred by you and your peer students? (Art. 2)**

TU Delft will allow collaborating companies to utilise end result(s) generated in a course and protect IP rights on that result(s) under specific conditions. You will - individually or in a group - cooperate with a company on a collective end result that will be transferred to the company. Transfer of the IP on the result to the company means that you cannot exploit or protect the IP yourself. Arrangements are made so you can publish the result in your portfolio.

Sometimes TU Delft will act as a company if there is a case in TU Delft research that is suitable for a specific course. In principle, the same conditions will be applicable unless you are informed otherwise.

Please bear in mind that TU Delft, being an educational institute, may always use the results for TU Delft education and research, publication and Public Relations purposes. This is also the case if the IP on the results is transferred to the company.

**What if the IP on the end result will not be transferred to the company? (Art. 2.6)**

In courses like Bachelor Final Project and Advanced Concept Design, the company has to make a selection of the results to be transferred. If your individual result is not selected you will be informed and you can have the IP of the result transferred back to you.

In most cooperation courses there will be one group result only. In those cases the company will not have to make a selection and the IP will be transferred to the company, so a transfer back to you will not be likely.

**What if I do not want to sign the IP Rights Transfer Agreement? (Art. 2.1)**

If you do not want to sign this document, you cannot participate in elective courses indicated as “collaboration course”. For mandatory collaboration courses, you will be assigned a fictional case instead of a case provided by the company. You will get fake company information and fake company feedback. The results will be yours, but there is no direct possibility of further development or real implementation of your results.

**What about confidentiality of company information? (Art. 3 + 4)**

To start with, all company information the company provides you with is owned by the company. You are allowed to use this information for the purpose of working on the case.

The information that the company provides you with AND designates as CONFIDENTIAL is special. You are not allowed to publish or share this information with people who did not get that same information from the company for 5 years after the end of the course. So please make sure that even in publishing your result the confidential information is not identifiable in a publication. If in doubt consult your TU Delft supervisor!

**When are you and TU Delft allowed to publish your (group) result? (Art. 3 + 4)**

Publication, or more specifically, making something generally known, for example in your portfolio, is allowed from 3 months after the end of the course. TU Delft can stretch this period to a maximum of 15 months altogether if it is necessary to protect IP rights.

If an extension is applicable TU Delft (not the company!) will inform you. By the way, both the company and TU Delft will, inasmuch as possible, add your name in their publications about the result.

**Why do you and TU Delft have to wait for 3 or even 15 months before being allowed to publish? (Art. 2 + 3 + 4)**

Some results may be protected by registering IP rights or by applying for a patent. Novelty is required for both of these and with a publication novelty is reduced to zero.

If applying for a patent is an option (in case of an invention) it requires a thorough and expensive investigation that will take some time before a decision can be made. In this case you will be instructed by TU Delft to wait for a maximum of 15 months before publishing.

Your reward in an actual patent application will be that your name (and in group work all student names) will be stated on the patent application as (co)inventor(s). Additionally, the company has to pay you a financial compensation (bonus). In case TU Delft is the owner of a patent you will share in any revenues as if you were an employee of TU Delft. The chance on a patent is gone after publication of an innovation, regardless of whether you, your peer students, TU Delft or the company itself publishes. Your chance to be a (co)inventor and to acquire a bonus or other compensation will cease to exist.

In some courses, like Bachelor End Project, the company has 3 months to select results that will be transferred.

**Where do you find the cooperation conditions for the companies? (Art. 5)**

The company conditions are to be found in the “General Provisions for co-operating in education at the Faculty of Industrial Design Engineering”. If exceptions are made for specific companies you will be informed by your TU Delft supervisors.

If adjustments in the General Provisions themselves are made that are relevant to your rights and obligations, you will also be informed.

**Is a positive result for the company equivalent to a positive course degree?**

It should still be your main goal to achieve the learning goals of the course as well as a positive degree. An end result that is of interest to the company is not always equivalent to a high degree for the course and vice versa. Just do your utmost to complete a company question to the best of your ability and do not hesitate to contact your TU Delft supervisors if you think a company is steering you away from the learning goals.

**Questions?**

Hopefully this explanation will support you in understanding why it is important to make arrangements.

If you have any questions after reading the “IP Rights Transfer Agreement”, this explanation or the “General Provisions for co-operating in education at the Faculty of Industrial Design Engineering” please ask your TU Delft supervisors. They will contact the IO Valorisation team (VIO) if necessary.

\*NB The information in the study-guide will be updated as much as possible. TU Delft will reserve the right to make changes to it, when necessary for educational purposes.