

## IP Rights Transfer Agreement

### The undersigned:

1. **Technische Universiteit Delft**, having its registered office at (2628 CN) Delft, Stevinweg 1, the Netherlands, Chamber of Commerce number 27364265, legally represented in this matter by the dean of the Faculty of Industrial Design Engineering, Professor ir. M.A. Voûte, Landbergstraat 15 (2628 CE) Delft, hereinafter referred to as "TU Delft";
2. **Student** name: .....  
student number: .....  
residing at: .....  
hereinafter referred to as: "Student";

TU Delft and Student hereinafter together referred to as "Parties" and each of them a "Party"

### Whereas:

- Student will during his or her bachelor and/or master studies at the TU Delft, follow one or more courses of the Faculty Industrial Design Engineering as indicated in the study-guide of TU Delft as "collaboration course". The collaboration courses followed by the Student will hereinafter be referred to as "Course";
- During the Course TU Delft facilitates working on cases by collaborating with external partners and Student will, jointly with other students and/or employees of the TU Delft and/or partner, work on assignments for or on behalf of these partners. These partners will hereinafter be referred to as "Partner";
- The Course is an essential part of the education of students of TU Delft, Faculty of Industrial Design Engineering;
- Student could (jointly with other students and/or employees of the TU Delft and/or Partner) be entitled to IPR (as defined hereinafter) with regard to Results (as defined hereinafter) from the Course;
- TU Delft will supervise Student during the Course and/or shall provide Student its expertise, access to its know-how and/or facilities;
- In exchange TU Delft wishes to obtain ownership of Student's IPR regarding the Results of the Course. These IPR will be used by TU Delft for valorization by transfer of the Results to the Partner, TU Delft research, education, publication and public relations purposes;
- Parties therefore wish to set out the terms of the Agreement under which IPR regarding the Results will be transferred from Student to TU Delft in advance.

### Agree as follows:

#### 1. Definitions

Words beginning with a capital letter shall have the meaning defined in this article 1 or under "Whereas" above:

- Agreement: means this IP Rights Transfer Agreement;
- IPR: means any copyright (including copyright on software), registered and unregistered design right, any patents rights and claims to patents, trademarks or servicemarks or other intellectual property rights originated during the Course and with regard to the Results of the Course, including the right to register such an intellectual property right;
- Results: means all end results which are generated during and related to the Course by Student, whether or not jointly with other students and/or employees of TU Delft and/or Partner.

#### 2. Transfer IPR

- 2.1 Student hereby assigns, transfers and delivers, in advance and without any limitation, all IPR acquired by the Student, which TU Delft hereby accepts.
- 2.2 Student shall at first request take all further necessary actions and execute all documents that maybe required to transfer, to apply for and/or register these rights.
- 2.3 The Student shall not apply for and/or register (for protection of) the IPR. This right shall rest with TU Delft or, if TU Delft decides to transfer this right, to the Partner involved.
- 2.4 If TU Delft decides to use the IPR transferred to her by the Student, TU Delft will (as far as possible) state the name of the Student in all relevant expressions, such as publications and press releases about the Results and/or IPR and (applications for) registration of the IPR. Subject to the foregoing, Student shall, as far as possible, waive his/her moral rights, for example as referred to in article 25 of the Dutch Copyright Act (Auteurswet).
- 2.5 If TU Delft transfers the IPR to a Partner, TU Delft will stipulate that this Partner complies with article 2.4.
- 2.6 If TU Delft does not transfer (parts of) the IPR to the Partner involved within a period of six months after the end of the Course Student can, by written request, ask TU Delft to transfer the IPR as described in 2.1. to Student. In any event, TU Delft will remain entitled to use and apply the Results and the IPR for TU Delft research, education, publication and public relations purposes.

**3. Confidentiality of contributed company information and publication of results**

- 3.1 Student is not allowed to publish, disclose or use for other purposes than the Course, all information, data and/or material contributed by the Partner and/or TU Delft that is designated as confidential by the Partner and/or TU Delft. If the Student is in doubt about his or her obligations and/or confidentiality and/or publications of Results under the Agreement, the Student will seek advice of his supervisor at TU Delft before acting.
- 3.2 This article shall survive for a period of five years after the end of the relevant Course followed by the Student, regardless of whether the Student has completed such Course.

**4. Right of use of Student**

- 4.1 TU Delft grants Student a license to use the information, data and/or material protected by the IPR, for the purpose of the Course.
- 4.2 Student is entitled to publish about the Results after the expiration of three months from the end of the Course, unless TU Delft has valid reasons to extend this period.
- 4.3 For the avoidance of doubt article 4.2 does not apply to the confidential information, as referred to in article 3.

**5. Adherence to agreements with Partners**

- 5.1 Student has read and understands Annex A: the Explanation relating to the IP Rights Transfer Agreement and Annex B: the General Provisions for Cooperation in Education at the Faculty of Industrial Design Engineering (the provisions under which TU Delft wishes to cooperate with Partners in the Course).
- 5.2 TU Delft has the right to change Annex B unilaterally. If TU Delft decides to do so, TU Delft will inform the Student if this affects his rights and/or obligations in this Agreement.
- 5.3 Parties will always act in the best interest of the Course and TU Delft.

**6. Applicable law and disputes**

- 6.1 If a dispute arises between the Parties concerning the formation of this agreement or any other legal relationship entered into by the Parties, its interpretation, execution or any failure to perform the agreement correctly, or if one of the Parties is of the opinion that such a dispute exists, Parties are obliged to endeavour to reach agreement through negotiation before taking the matter to civil court.
- 6.2 This Agreement is governed exclusively by and construed in accordance with Dutch Law.
- 6.3 All disputes arising from or in connection to this Agreement shall, in first instance or in summary proceedings (kort geding) be submitted to the district court of The Hague in the Netherlands.

**Agreed upon in duplicate**

**Technische Universiteit Delft:**

Date: .....

Name: .....

Signature: .....

**Student:**

Date: .....

Name: .....

Signature: .....

**Annexes**

- A: Explanation IP Rights Transfer Agreement
- B: General Provisions for cooperation in education at the Faculty of Industrial Design Engineering