

GRADUATION AGREEMENT – GRADUATION PROJECT AT COMPANY

The Undersigned:

1. Technische Universiteit Delft, with registered office at Stevinweg 1, 2628 CN Delft, registered with the Chamber of Commerce under number 27364265, represented in this matter by the Dean < dean XXXXX >, of the Faculty < faculty XXXXX >, < department XXXXX >, < address >, hereinafter referred to as 'TU DELFT',

and
2. < name of Company XXXXX >, with registered office in < XXXXX > at < XXXXX >, registered with the Chamber of Commerce under number < xxxxx >, represented in this matter by < XXXXX >, hereinafter referred to as 'the Company',

and
3. < name, address and student number of Student XXXXX >, student number < XXXXX > enrolled as a student at TU Delft for the degree programme < XXXXX >, hereinafter referred to as 'the Student',

Together referred to as 'the Parties'

Whereas:

- The Student is a student at TU DELFT and is required to carry out a graduation project;
- The Company is willing to have the Student carry out a graduation project at the Company;

Hereby agree as follows:

Article 1. Supervision

1. TU Delft appoints the following persons as thesis supervisors:
 - a. name: < XXXXX >
e-mail: < XXXXX >
tel: 015 27 8XXXX
 - b. name: < XXXXX >
e-mail: < XXXXX >
tel: 015 27 8XXXX
2. The Company appoints the following person as Company supervisor:
name: < XXXXX >
address: < XXXXX >
tel: XXXXXXXXXXX

Article 2. Graduation period

The period scheduled for the graduation project is from < XX, XX, XXXX > to < XX, XX, XXXX >, with the

exception of the days the Company is closed. This period may be extended in joint consultation between TU Delft, the Company and the Student.

Article 3. Graduation project

1. The Company shall give the Student the opportunity to carry out the graduation project entitled <XXXXXX> drawn up in consultation between TU DELFT, the Company and the Student for the course with course code <XXXXXX> II at the Company. The Graduation project results in a Master's thesis to be assessed by TU DELFT. A description of the graduation project is attached in Appendix 1.
2. The Company and TU Delft shall arrange proper supervision for the Student and shall make a suitable workplace available to the Student.
3. The Student shall make best efforts to complete the graduation project successfully. The Student and TU DELFT do not guarantee that any results will be generated.
4. The Student shall not perform any other activities for the Company outside the graduation project.
5. The Parties shall cooperate to make the timely submission, publication and defence of the graduation thesis possible.
6. If any problems or irregularities arise, the Company Supervisor will inform the thesis supervisor as soon as possible.

Article 4. Rules of conduct

The Student shall observe the Company's rules of conduct, and health and safety regulations. The Company shall inform the Student of these rules and regulations prior to the start of the graduation project.

Article 5. Annual Leave

1. The Student shall carry out the graduation project during regular business hours of Company and is entitled to 1.67 days of leave per month based on a full-time working week.
2. Request for extra leave may be granted by the Company. The Student must make a written application to the Company for such extra leave.

Article 6. Sickness

In the event of sickness the Student shall inform the Company as soon as possible.

In the event of long-term sickness of the Student, he or she shall inform the Company and TU Delft. The duration of the graduation project may in such case be adjusted in consultation between TU DELFT, the Company and the Student.

Article 6A Monthly allowance (optional)

The Company shall grant the Student a monthly allowance during the graduation period of <XXXXXX> (to be transferred to account number <XXXXXX> in the name of the Student).

Article 6B Travel and accomodation expenses (optional)

The relevant Company scheme shall apply as regards any travel and accommodation expenses allowance and/or reimbursement of expenses. If the Company has no such scheme, an allowance for the said expenses may be agreed between the Company and the Student.

Article 7. Non-disclosure of confidential background information

1. For a period of 5 years from the time of disclosure the Student and TU Delft shall keep confidential any background information that the Company has provided to the Student and TU Delft in writing which is marked as confidential. Information disclosed orally must be confirmed in writing and marked as confidential within fourteen working days after disclosure. The Student shall place confidential background information in a confidential appendix to the graduation thesis to which thesis supervisors and examiners have access.
2. Thesis supervisors, the Board of Examiners and examiners shall have access to the confidential information by virtue of their position. They shall observe the duty of confidentiality in accordance with the Collective Labour Agreement for Dutch Universities.
3. This duty of confidentiality does not apply to:
 - a. information that was already in the possession of the Student or the TU Delft when it was disclosed to the Student by the Company;
 - b. information that was generally known on the date it was disclosed to the Student by the Company;
 - c. information that has been legally obtained by the Student or the TU Delft from a third party;
 - d. information that has become generally known after the date on which it was disclosed to the Student, other than through any unlawful action or negligence, or failure to observe the duty of confidentiality, on the part of the Student.
 - e. information that TU DELFT is required to supply to the visitation committee for the accreditation of its degree programmes.
4. the results of the graduation project are part of the graduation thesis report of the Student that is part of the Master's Thesis Project. In accordance with the TU Delft Teaching and Examination Regulations (OER), this Master's Thesis Project is completed by an oral final presentation which is public. The results of the graduation project shall therefore not be regarded as information requiring confidentiality unless, in highly exceptional cases, expressly otherwise stated in article 9 of this agreement.

Article 8. Background information, results, intellectual property

1. The knowledge and know-how (background information) contributed by TU DELFT and the Company, including any intellectual property rights thereto, shall remain vested in the contributing party.
2. The intellectual property rights to the graduation project results generated by Student, excluding copyright to his/her graduation thesis, but including any object codes and source codes described in the graduation thesis, shall vest in Company, unless
 - the graduation project results have partly been generated by the thesis supervisor(s),
 - the invention is not related to the subject of the graduation project, or
 - the Parties agree otherwise.Copyright to the graduation thesis is the intellectual property of the Student.
3. As far as necessary Student will in advance deliver and transfer the intellectual property rights mentioned under article 8.2 and the Company accepts this transfer and delivery. The Student will at the Company's request do whatever may be necessary to effect transfer of these intellectual property

rights to Company, including signing any additional documents required for the transfer of, application for and registration of these rights.

4. If the Student is, according to relevant laws (such as but not limited to patent or copyright laws), entitled to financial compensation for the transfer of his/her intellectual property rights, the Company shall be responsible to pay such compensation.
5. Prototypes developed in the graduation project are the property of the Company, unless otherwise agreed by the Parties.
6. TU DELFT shall at all times have the right to use the graduation project results for teaching, non-commercial research, PR and publication purposes. In this respect TU DELFT shall observe the term of any embargo granted.
7. If the Student has made a patentable invention, he shall be named as the inventor in a patent application and the patent.
8. The rights to results and intellectual property generated by the thesis supervisor(s) shall belong to TU Delft. If a patentable invention has been made in the graduation project of which the thesis supervisor is a co-inventor, the rights to the invention shall belong to the Company and TU DELFT jointly. In this case TU DELFT is willing to transfer ownership of the results and the intellectual property rights to the Company against a market price (to be agreed). In this case the Company shall grant TU DELFT a free licence for teaching, non-commercial research, publication and PR purposes.
9. Prior to any publication and, if applicable, prior to the registration of intellectual property rights, the Parties shall inform each other in writing of the results generated by them and any intellectual property rights applicable or to be established.
10. All expenses connected with an application for and/or maintenance of a patent shall be borne by the applicant party, unless otherwise agreed.
11. The above provisions also apply mutatis mutandis to software developed in the graduation project.
12. The Parties hereby agree that the Company does not have any access right to background information or existing software of TU DELFT. In the event that access to background information is necessary for the use of the results of the graduation project, TU DELFT may grant such access to the Company against a market price if TU DELFT's obligations towards third parties permit this. TU DELFT is not obliged to grant a licence to the Company.

Article 9. Publication

1. The Student must hold a public presentation and publish and reproduce the graduation thesis (including via the repository as described in Article 9 paragraph 2). The Student must take into account the provisions of Article 7 and, if applicable, the embargo term on the graduation thesis. The Student shall provide the Company with a draft of the thesis, including the title and summary, no later than 2 weeks prior to the graduation ceremony, so that the Company can check the thesis for confidential background information or patentable matter. This check must not delay the timely upload of the graduation thesis and the graduation process.
2. At the time of uploading the graduation thesis, the Student grants TU DELFT the right to publish the graduation thesis via <http://repository.tudelft.nl>. If the Company considers that its actual or potential intellectual property rights or commercial interests are harmed, the Company may request an embargo on publication for a maximum period of 2 years. Prior to the upload, the final embargo term on the graduation thesis shall be determined in consultation with the thesis supervisor(s) and approved by TU DELFT. The confidential appendix is not uploaded by the Student.
3. The embargo is not applicable for the metadata in the repository.
If an embargo is granted Company checks, before the upload of the graduation thesis, whether the title and/or summary, of the graduation thesis and other metadata in the repository need(s) to be revised. This does not affect the right of the Student to submit the full graduation thesis to the thesis supervisors and/or examiners.

Article 10. Liability

1. The Company shall take out an insurance policy for the Student with sufficient coverage for the risk of damage suffered by the Student and caused by Company and/or its employees and/or its property.
2. The Student hereby certifies that he is insured for statutory liability.
3. TU DELFT shall not be liable to the Company or the Student for any direct or indirect damage caused by the Student.
4. Should the Company use or apply any result obtained from the Student's graduation project, or enable any third party to use or apply such result, the Company shall indemnify the Student and TU DELFT against any claims by third parties, unless such claim is the result of intent and/or gross negligence of the Student respectively TU DELFT.

Article 11. Termination of the Graduation Agreement

1. The Company is entitled to terminate this Graduation Agreement with immediate effect if:
 - a. in the opinion of the Company, the Student has not observed the rules of conduct or regulations of the Company;
 - b. the Student has failed to comply with his duty of confidentiality towards the Company as described in Article 7 of this Graduation Agreement;
 - c. the Student otherwise behaves in such a manner that the Company cannot reasonably be expected to continue its cooperation to the graduation project;
 - d. the Company can no longer reasonably be considered able to continue the graduation project.
2. TU DELFT is entitled to terminate this Graduation Agreement with immediate effect if and the Student is entitled to withdraw from it, if in the opinion of TU DELFT the graduation project is not proceeding in accordance with
 - a. the Graduation Agreement or
 - b. the graduation project description in Appendix 1 or
 - c. the course objectives as laid down in the Course and Examination Regulations.TU DELFT is also entitled to terminate this Graduation Agreement if the student is no longer available.
3. Furthermore, this Graduation Agreement shall end:
 - a. At the end of the graduation project period agreed on in Article 2;
 - b. if it is terminated in writing with mutual consent;
 - c. on the death of Student;
 - d. in the event of the bankruptcy of the Company;
 - e. if the Student is no longer enrolled for the degree programme.
4. Articles 7 to 12 shall remain in effect after the termination of this Graduation Agreement.

Article 12. Disputes and Applicable Law

1. In the event of any problems during the graduation project, the Student shall first contact the Company supervisor.
2. Disputes between the Student and the Company supervisor shall be submitted to the thesis supervisor.
3. If the Company supervisor, the thesis supervisor and the Student are unable to resolve the dispute, it shall be submitted to a representative appointed by the dean of the faculty and a representative of the Company.
4. This Graduation Agreement is subject to Dutch law. Any disputes that cannot be resolved in the manner stated above, including in summary proceedings or similar, shall be settled exclusively by the competent court in The Hague.

Thus agreed in Delft on

Technische Universiteit Delft

Company

Student

Signature

Name

Dean Faculty

Date

Signature

Name

Position

Date

Signature

Name

Date

Appendix 1: Approved description of the graduation project as agreed between the Student, the Company and TU DELFT