

Rules for participation to the Physics Design Program

September-November 2021

Applied Physics Delft University of Technology

The Physics Design Program (hereafter: the Program) of the TU Delft offers companies the opportunity to have a dedicated team of highly motivated master's students (hereafter: the Students) with a background in Applied Physics working to solve a physics design case (hereafter: the Case) of a company (hereafter: the Company). The Program is part of the curriculum and results will be evaluated and marked by an evaluation committee of the TU Delft (hereafter: the Evaluation Committee). To ensure a free flow of information, adequate supervision and clarity about publication and intellectual property, each participant to the Program must agree to the following rules.

These rules must be signed by the Company, the Students and the TU Delft before participation to the Program.

- (1) The Company presents its Case to the Students and to the TU Delft supervisor. In case the Company discloses any information that it wishes to keep confidential, it shall clearly indicate such confidentiality on the information by an appropriate mark (hereafter: the Company Confidential Information).
- (2) The Students and the TU Delft shall keep the Company Confidential Information confidential until 5 years after the Program which means until October 2026. The Students and the TU Delft working on the same Case are allowed to disclose the Company Confidential information to each other.
- (3) The Company will not require the Students or the TU Delft supervisor to sign separate non-disclosure agreements or other agreements regarding the Program.
- (4) The Company will appoint an employee who will:
 - Interact at least 2 hours per week with the Students and meet at least 5 times with the Students for the duration of the Program;
 - Be present at the opening and closing of the Program;
 - Facilitate visits from the Students and the TU Delft supervisor to the Company. The Company shall see to it that during those visits no unmarked confidential information is disclosed to the Students or the TU Delft supervisor.
- (5) The TU Delft will appoint a senior scientist who will supervise the Students. The senior scientist has the responsibility to:
 - Supervise the team by providing direction in solving the Case. The supervisor should spend maximum 4 hours per week for the supervision;
 - Participate to the opening and closing of the Program;
 - Provide feedback on the mid-term presentation, final presentation and final report.
- (6) The results of the Case (the Results) will be published and/or presented. The Student(s) will submit the Results to the Company one week before the presentation. In the event the Company wishes that certain information is not published or presented because it is Company Confidential Information and/or potential patentable Results, it shall inform the Students thereof within one week after the submission of the Results.

The Students shall remove such Company Confidential Information and/or potential patentable Results from the public publication or presentation. The Students are allowed to present the Results including the Company Confidential Information to the Company and to the Evaluation Committee.

- (7) The Evaluation Committee is composed only of TU Delft personnel. The Results are assessed by the Company and the Evaluation Committee who both will give a mark for the Results.
- (8) The Company, the TU Delft and the Students shall keep all Results confidential until 3 months after the Program. Thereafter the Company, the TU Delft and the Students have a free right at all times to use the Results for the purpose of their own research and teaching, including the right to publication.
- (9) Notwithstanding anything to the contrary in this Agreement the copyrights of the end report shall be owned by the Students. The Results and the intellectual property rights to the Results are owned by the TU Delft and the Company jointly. To this effect the Student hereby already now for then confers its title, rights and interest in and to the Results and any intellectual property rights thereof to the TU Delft and to the Company.

At the end of the Program, TU Delft and the Company as joint owners of the intellectual property rights to the Results shall enter into good faith discussions in order to agree on:

- The protection and/or dissemination measures (patent, publication, copyright) and, cost thereof and appropriate course of actions to be taken;
- The ownership and the inventors to be registered on a possible patent application;

In the event the Company wishes to obtain exclusive rights to use the intellectual property rights to the Results of such Case, the Company and the TU Delft shall within three (3) months after the Program, in mutual consultation, agree in good faith on a fair market price to be paid by the Company to the TU Delft.

In case the TU Delft receives a remuneration for the Results, the Students and employees of TU Delft that have contributed to the invention in such a way that they can be seen as inventor have the right to a remuneration as stated in the TU Delft Regulations on Inventions and Software remuneration (one third for the inventor(s), one third for the faculty, one third for the patent fund of the TU Delft).

- (10) The Company shall not hold the TU Delft or the Students liable for any damage that may occur and indemnify the TU Delft in case of any action, complaint or proceeding brought by a third party against them as a result of damage caused, either by any of their acts or omissions in relation to the Program or by any products, processes or services created on the basis of Results which are used by or through Company. TU Delft is not liable towards the Company in case the Students are in breach of this agreement. TU Delft is not liable towards Students in case the Company is in breach of this agreement.

Agreed by:

TU Delft	[Name Company] Company	Student
Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Student nr.: _____
Date: _____	Date: _____	Place and date of birth:
Signature:	Signature:	Address in The Netherlands:
		Date: _____
		Signature:
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