

Guideline for Internship and/or Graduation agreements (Companies)

In case of a three-party agreement (graduation agreement) the Department's Chair is the only one mandated to sign a contract as TU Delft representative (not the Supervisor).

Penalty Clause

According to TU Delft policy, penalty clauses are not acceptable.

Non-compete clause

According to TU Delft policy, non-completion clauses in an internship/graduation agreement are not acceptable.

Confidentiality

The confidentiality is to a certain extent limited in terms of scope (only including information that arises from the project) and in time (no longer than 3-5 year(s)).

Liability

The company cannot evade legal liability by transferring it to the Student or to TU Delft. If no mention is made of liability in the contract, the general law applies. The party on whose premises work is carried out is liable for the damage caused by the student in the performance of his duties in accordance with the contract, except in the case of gross negligence and willful act by the student. In case damages are the result of deliberately or intentioned actions (or lack of action) of the student, the student will be liable for the damage (not TU Delft).

Intellectual Property (IP)

In case of an *Internship*, the student usually transfers the generated IP directly to the company. This is in accordance with the law and is the same for employees. However, certain partial personal rights may remain with the creator, and a reference to the name of the inventor will be included in the patent.

In case of *Graduation Agreement*:

- The agreement can not affect the ownership of any IP in any Background (no license or transfer.)
- In case the company pays <integral> TU Delft related costs of the project (facilities and/or supervision hours), the company may own the IP in the graduation project's results, and may decide at its own expense, to register and maintain any protection for that IP, including filing and prosecuting patent applications for any of the results.
- TU Delft shall be entitled to use the results for its own research and teaching activities, unless this would prejudice the Company's interests.

If the student has participated in an invention which may be patented, he/she shall be identified as inventor in the patent application and shall be entitled to financial compensation from the Company, based on Article 12.6 of the Dutch Patents Act (Rijksoctrooiwet 1995).

TU Delft retains at all times title to and exclusive right to publish the results of a the project after completion by way of a MSc thesis, based on the said results in accordance with the relevant procedures of the University.

Publication

Reports are mandatory for graduation. TU Delft stores internship's reports in a secure place and will not make them publicly available. In case of graduation project's reports, they will be stored at the repository of TU Delft library and will be kept confidential for a maximum period of 5 years. When the nature of the graduation project requires so, parts of the report may be undisclosed (as long as the report maintains an overview of the proceedings of the project.)

Results versus Effort

The internship and/or the graduation project is part of the student learning program, therefore he/she is not obligated to achieve any specific results for the Company outside the scope of the graduation project.

Intern or graduate student status

When working as an intern or graduate student, a student does not have the status of an employee, as defined in the Netherlands Civil Code (7:610).