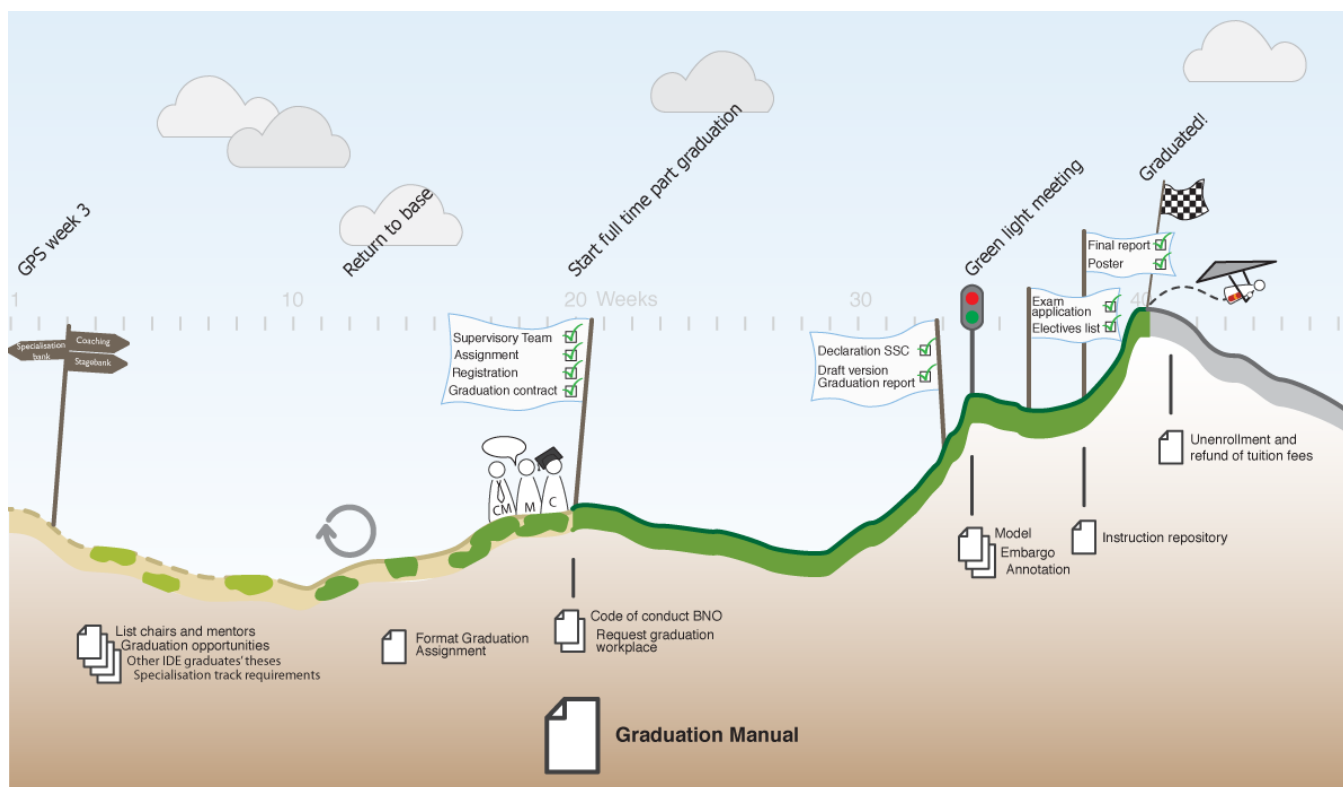


# Manual for clients of Master Students graduating in Industrial Design Engineering

Faculty of Industrial Design Engineering

September 2013





# Index

1. Introduction .....	4
<b>PART 1 GENERAL INFORMATION .....</b>	<b>5</b>
2. The DUT Faculty of Industrial Design Engineering .....	5
3. The three Master programmes .....	5
4. The Graduation Project.....	7
<b>PART 2 THE GRADUATION PROCESS.....</b>	<b>8</b>
5. Prepare to Graduate.....	8
6. Executing the Graduation Project .....	9
6.1 Supervisory meetings .....	9
6.2 Green light meeting.....	10
6.3 Considering an embargo .....	10
7. Graduation .....	11
7.1 Public presentation.....	11
7.2 The MSc examination .....	11
7.3 Evaluation .....	11
7.4 Awarding the degree .....	12
<b>PART 3 CONDITIONS FOR A GRADUATION AGREEMENT .....</b>	<b>13</b>
8. General.....	13
9. Compensation and reimbursement .....	13
10. Rights to results .....	14
10.1 Copyright .....	14
10.2 Models .....	14
10.3 IPR and patents .....	14
11. Confidentiality .....	15
12. Liability.....	15
<b>APPENDIX 1 IDE Graduation Contract (model) – TU Delft / Faculty IDE.....</b>	<b>16</b>

# 1. Introduction

This is the 'Manual for clients of Master Students graduating in Industrial Design Engineering'. This Manual is meant as a source of information for the client/company/organisation (hereinafter referred to as the External Party) where a Master student of the TU Delft Faculty of Industrial Design Engineering is carrying out his or her Master Graduation Project. It describes the most relevant aspects of the MSc Graduation Project.

Part 1 contains general information about the faculty, the Master degree programmes and the 'Graduation Project' course.

Part 2 describes the more procedural aspects of the graduation process: what steps are included in the preparation phase and within the graduation project itself? In the manual only those aspects relevant to you as an External Party are described.

Part 3 deals with contractual matters.

We hope that this manual provides a clear idea of those aspects of the graduation project that are important to you. If you would like more information or have questions, you may contact Joop van Eijk (for information concerning this Manual) or Michelle Nahumury (for information concerning contracts).

Contact information:

TU Delft | Faculty IDE | Landbergstraat 15 | 2628 CE Delft

E-mail:

Joop van Eijk: [j.j.a.m.vaneijk@tudelft.nl](mailto:j.j.a.m.vaneijk@tudelft.nl)

Michelle Nahumury: [m.nahumury@tudelft.nl](mailto:m.nahumury@tudelft.nl)

Websites that may be relevant:

- A site with information for students about the Graduation Project:  
<http://studenten.tudelft.nl/informatie/faculteitspecifiek/industrieel-ontwerpen/onderwijszaken/graduation/>
- Information for companies about individual graduation assignments. This site also contains information about the graduation opportunities listed at the 'afstudeerbank', the site where companies can offer graduation projects for publication:  
<http://www.io.tudelft.nl/samenwerken/studentenprojecten/individuele-afstudeerprojecten/>

# PART 1                    GENERAL INFORMATION

## 2. The DUT Faculty of Industrial Design Engineering

The Faculty of Industrial Design Engineering (IDE) was introduced in the Netherlands at Delft University of Technology (TU Delft) in 1969. The IDE Faculty teaches and conducts research on industrial design engineering. Besides an Bachelor programme, the faculty offers three Master programmes (each 2 years):

- Master programme in Design for Interaction
- Master programme in Integrated Product Design
- Master programme in Strategic Product Design.

Taken together, the number of students participating in the four programmes makes IDE the largest educational institute for industrial design engineering in the Netherlands. To date, the faculty counts more than 2000 students and in July 2013 the 5000th student graduated as a Master in Industrial Design Engineering.

### *Mission*

IDE stands for 'Design for our future'.

IDE aims to continue to position itself as a leading educational and design research institute. To achieve this we are constantly active at the forefront that leads to design research in contributing to design practice and training future designers.

The Faculty believes that by creating insights into people, their lives and society, and by developing foresight into how technology can improve our future, we enable designers to be inspirational yet realistic leaders that can steer us towards a better future.

## 3. The three Master programmes

The Faculty's three Master programmes are two-year, full-time programmes. Students participating in the Master programmes have obtained a Bachelor degree in Industrial Design Engineering from one of the three Dutch universities of technologies or have a comparable education from another (Dutch or foreign) university.

The final course of the Master education is the Graduation Project. Graduation is worth 33 EC<sup>1</sup>. This means that a student must devote 924 hours to his/her graduation, which is equivalent to 23 weeks of full-time work.

---

<sup>1</sup> European Credits

### *Master Design for Interaction (DfI)*

DfI graduates are specialised in analysing, conceptualising and designing human–product interactions in relation to the physical, cultural, technological and societal contexts in which the product is used. They help to make technology relevant to people, and provide people-centred impetus for the further development of technology.

DfI graduates have learned that the nature of an interaction results from an interplay between a product’s properties and behaviour, and human abilities and concerns. In the 2-year programme, the emphasis is on the ways in which people do and can use, understand and experience products, and how these processes can be supported or enhanced by new products and services using both existing and advanced technologies.

The programme builds on the traditional design disciplines of ergonomics and aesthetics, and on such emerging design disciplines as human–computer interaction design, experience design and service design, and on academic research fields, for example psychology and anthropology.

Like the other Master programmes in Industrial Design Engineering, DfI teaches a broad understanding of the influences and knowledge domains that play a role in industrial product development, and aims to integrate these aspects into a balanced product concept.

### *Master Integrated Product Design (IPD)*

IPD graduates are specialised in designing innovative products and product–service combinations for people, based on balancing the interests of users, business and societal challenges. They focus on the entire design process, starting from a design brief and ending with a successful new product concept or product embodiment proposal that is fit for mass production or small series. Thus, IPD graduates master advanced conceptualisation and advanced embodiment design in which they apply systematic state-of-the-art theories and methodologies, integrating user and technology as well as business aspects. In this process, they are able to generate new knowledge that has a strong applied focus.

What makes this Master programme both challenging and exciting is the integration of innovative design theory and methods, aesthetics, ergonomics, engineering and sustainability in a coherent way.

### *Master Strategic Product Design (SPD)*

The SPD graduate is specialised in designing innovative and strategy-relevant conceptual products and product–service combinations for companies based on balancing the strategic business potentials, market opportunities and societal challenges. The dominant focus of an SPD professional is both on the front end of the new product development (NPD) process, and on the back end of innovation, being the commercialisation phase.

SPD graduates master the front end processes of design by bringing clarity to its proverbial fuzziness by the systematic application of state-of-the-art theories and methodologies that blend analysing and integrating design approaches. The strategic insights and observations they generate will serve as an inspirational base for ideating strategically sound product/service concepts and proposals for market introduction plans.

The programme builds on the traditional and more recent product design disciplines, such as branding, creativity, consumer psychology, design methodology, marketing, organisational sciences, product innovation management, service design and strategic design.

## 4. The Graduation Project

The Graduation Project is the final piece of the Master's degree programme. Students have the opportunity to complete their graduation requirements in the faculty by performing a research or design project there. However, they also have the option of completing their graduation requirements within a company. When students conduct their final project at an external location, the academic learning opportunity is still the primary objective of the project. The Graduating Student therefore has an obligation to the Faculty to achieve results that meet academic standards, as well as to fulfil the requirements for obtaining the Master's degree. Towards the External Party, the Graduating Student has the obligation to put genuine effort into the project and to execute the assignment to the fullest of his/her abilities.

The Graduation Project gives the student the opportunity to demonstrate worthiness of the academic title "Master of Science". This implies that the student must demonstrate the knowledge and skills to execute a complex project as an independent industrial design engineer.

The Graduation Project can be seen both as the culmination of the student's work and as an academic and personal learning experience. The emphasis is therefore not only on testing competencies, but also on the development of the student's knowledge, understanding and skills during the project.

The Graduation Project is considered to be a stepping stone to a future professional career. A high level of independence is therefore expected from the student in the planning and execution of the assignment and in the acquisition of knowledge, understanding and skills; the student is therefore the project leader of his/her own graduation project.

## PART 2 THE GRADUATION PROCESS

### 5. Prepare to Graduate

The preparation phase includes the following important steps:

1. Finding a graduation project
2. Making an agreement with the graduation project client
3. Putting together the supervisory team
4. Formulating the graduation assignment

#### *Step 1. Finding a graduation project*

First of all, the student is personally responsible for finding a graduation project. The Faculty does offer tools to help the student determine what he/she would like to do and learn in the graduation project. The Faculty, via the Graduation Support Center's online list of Graduation Opportunities ('afstudeerbank'), also offers an array of possible graduation projects. These projects are not checked by the faculty on suitability.

A good graduation project fulfils the following requirements:

- It must belong to the domain of industrial design engineering, be relevant to the mission of the IDE Faculty and take the human-business-technology triangle into account.
- It must be feasible for a student with the knowledge, insights and skills acquired in his/her Master's degree programme (see chapter 3).
- It must have the potential to be a fitting culmination of an academic Master's programme, in terms of content and complexity, giving the student scope to demonstrate the competencies and qualities of a self-reliant, professional industrial design engineer.

A Graduation Assignment must offer the student the opportunity to show he/she has mastered the study goals of the Graduation Project, namely:

- Plan, organise and execute a design or research project;
- Independently manage a design or research project;
- Cooperate with other professionals;
- Document and report the results of a design or research project (both in writing and orally);
- Acquire specific knowledge on the subject of a design or research project.
- The assignment should not conflict with the responsibility of the university to make the results of the graduation project (both presentation and report) public (see also chapter 6.3).
- The Graduation Project should be executed in English.

#### *Step 2. Entering into an agreement between student and the External Party*

It is a good idea in the initial orientation discussion to discuss not only the content of the graduation project, but all sorts of more practical matters as well, such as:

- Graduation compensation  
Will there be a monthly compensation, and what is the amount? (See also chapter 9).
- Student's workplace  
Is there a workplace available to the student on the client's premises, and is the student



- expected to be there full-time?
- Supervisor of the student within the company  
Who within the company will supervise the student, and what can the student expect from this supervisor?
- Graduation contract  
It is a good idea to establish agreements beforehand about intellectual property, confidentiality, publication and liability. TU Delft has drawn up a model contract in which agreements between the student and the company are set down. It is recommended that this contract will be used. See Part 3 and Appendix 1 for further information about the graduation contract.
- Publication embargo policy  
The IDE Faculty has a publication embargo policy. This policy allows graduation project results to be embargoed for 1 or 2 years. A fee is charged for this. See paragraph 6.3 for more information about the embargo policy.

### *Step 3. Putting together the supervisory team*

After the agreements about a graduation project within the company have been established, the student must put together a supervisory team.

The Supervisory Team consists of:

- two members of the university staff (Chair and mentor), both qualified and authorised to assess the Graduation Project. These two members should cover the expertise in the fields required for the graduation subject.
- one mentor of the External Party, representing the External Party, who will supervise the student at the company and participate in several meetings. This mentor is not authorised to act as an examiner but can function as an advisor. It is possible to have an additional company mentor, but his/her role must be purely advisory. He/she cannot be part of the Supervisory Team.

### *Step 4. Formulating the graduation assignment*

The student must turn in a graduation assignment to the Examination Committee within three weeks after the start of the graduation project. A standard form is used for this. On this form, the student, in consultation with the supervisors, should describe the background, the goal, the assignment, the intended results and the planned schedule for the graduation project. The Examination Committee must approve the assignment.

## **6. Executing the Graduation Project**

### *6.1 Supervisory meetings*

During the execution of the Graduation Project, meetings with the Faculty members of the supervisory team are held once every 4 – 6 weeks. The supervisor from the company is also present at a number of these meetings. In these meetings both the progress of the project and the content of the project are discussed.

The Supervisory Team regards the student as 'project leader' and 'initiator' throughout the

duration of the Graduation Project. The student prepares the agenda for each meeting and records the items discussed. For preparation of the meetings, the student sends the work to be discussed to the Supervisory Team approximately one week in advance. The student is expected to chair the meetings.

### *6.2 Green light meeting*

The student plans a so-called green light meeting with the Supervisory Team at least six weeks before the expected graduation date. The Supervisory Team will give the 'green light' if it can be expected with reasonable certainty that the student will complete the Graduation Project within the next six weeks. During the green light meeting the date of graduation is set. In the rare case that a student cannot complete the graduation project to a sufficient level within the six-week period, the graduation date will be extended.

### *6.3 Considering an embargo*

The results of the Graduation Project (as set out in the thesis) should be publicly accessible. The university has the legal obligation to make the results of research and education publicly available, for society in general and for students and teachers specifically.

To guarantee that the results become publicly accessible, the student needs to provide his/her deliverables<sup>2</sup> to the TU Delft Repository. TU Delft Repository is an online database which contains TU Delft's academic output. The IDE graduation deliverables can only be viewed from a computer on the TU Delft campus.

There may, however, be reasons why the External Party wants to place an embargo on the results of the graduation project, as stated in the graduation report. This is possible, but the Faculty is quite reluctant on this point. Placing an embargo on the publication of a Master's thesis impedes the fulfilment of the aforementioned legal obligation of the university and is therefore undesirable.

Partly for this reason, the Faculty charges a fee for an embargo. The External Party can choose between an embargo of 1 or 2 years. For an embargo of 1 year, the External Party will be charged a fee of 3000 euros. For an embargo of two years, the External Party will be charged a fee of 5000 euros.

In return the Faculty will place all graduation deliverables for the period indicated in a 'dark archive'. This prevents access to the results during the embargo period.

This measure will come into effect for all embargo requests received after January 1st, 2014.

In order to arrange the embargo, the external party may send a formal request for an embargo on publication to the Director of Education by email ([opleidingsdirectie-io@tudelft.nl](mailto:opleidingsdirectie-io@tudelft.nl)). This

---

<sup>2</sup> These deliverables are: the graduation report incl. indissoluble appendices, a poster and two figures.

request contains the following information:

- The reasons for requesting an embargo;
- Whether it is for an embargo of 1 or 2 years;
- The billing address.

It is important that the embargo request be received at least five weeks before the graduation date. For requests received later than this, the embargo cannot be guaranteed on the graduation date.

## 7. Graduation

On the day of graduation, two examinations take place:

1. Examination of the Graduation Project: has the student completed his/her Graduation Project with at least a six?
2. Examination of the Master Programme. Because a student can only complete his/her Graduation Project when all other Master courses have been completed, completing the Graduation Project with sufficient marks automatically means that the student has also fulfilled the requirements for the Master programme.

The graduation session is as follows:

### 7.1 *Public presentation*

In a public presentation the student presents the Graduation Project to everyone involved and to family, friends and other interested individuals. Within a maximum of 45 minutes, the student will present the objectives, methods, concepts and results of the project and will answer questions from the audience. The presentation, which must be given in English, is a compulsory part of the examination.

The presentation is open to the public.

The public presentation is held at TU Delft, preferably at the IDE Faculty. Any request to hold the presentation elsewhere will be decided on by the Education Board.

If the External Party requests confidentiality during the presentation, the Supervisory Team and the Education Board need to decide as to the public nature of the presentation and/or disclosure or non-disclosure of certain data and/or project results.

### 7.2 *The MSc examination*

In a 15-minute session of the Supervisory Team, the members of the Supervisory team affiliated with TU Delft determine the final mark. The company mentor is asked for advice in this session.

### 7.3 *Evaluation*

After having examined the student's Master programme, the Supervisory Team and the student together evaluate the project for a maximum of 30 minutes. In this final meeting, both the team and the student can obtain a clearer perspective on the strengths and

weaknesses of the work performed.

#### *7.4 Awarding the degree*

After the evaluation, the supervisory team, the student and all guests gather again in the graduation hall. The chair of the Supervisory Team announces there what mark the student has received for the graduation project. Finally, the diploma associated with the Master programme is given to the student. This means the end of the Graduation Project.

## **PART 3 CONDITIONS FOR A GRADUATION AGREEMENT**

### **8. General**

The TU Delft's main concern is to make sure that the graduation project and the specific wishes or demands of the External Party involved do not conflict with the tasks and rights of the university. The university, for instance, will want to be able to use and publish the results of the Graduation Project for its own educational and research activities and for its own promotional and publicity purposes.

For this reason, the university has laid down the general principles in a document that must be part of the agreement between the student and the External Party (Annex 1 to Appendix 1 'IDE Graduation Contract').

TU Delft advises the student and the External Party to use a Graduation Contract, signed by both parties before the start of the project. A model contract is available for this purpose (Appendix 1). TU Delft is no party in this agreement.

The following paragraphs give a short explanation of the main terms of the model contract.

### **9. Compensation and reimbursement**

The Graduating Student usually receives a fixed allowance per month for Graduation Projects, to be determined by the External Party.

The TU Delft will not intervene in this discussion but stresses the following points to be considered:

- The graduation project may never be in competition with commercial design services, neither in content nor cost. The TU Delft may not be considered to be providing free designers.
- The student must be able to execute the project independently and cannot be forced to perform tasks outside the scope of the project.

During the project, extra costs for models or prototypes, the thesis, the presentation, travel expenses and even housing expenses may occur as a direct result of the External Party's involvement in the Graduation Project. It is the responsibility of the External Party to reimburse these costs.

## 10. Rights to results

### 10.1 Copyright

In the case of a Graduation Project, the copyright generally belongs to the Graduating Student. The Copyright Act protects against the publishing and copying of the work and comes into force when the work is created. Registration of the work is not necessary, nor is use of the copyright symbol; however, the author is strongly advised to put his/her name on the work.

### 10.2 Models

In general, the External Party shall hold the rights to a design, model or drawing of a product with a new appearance, made by the Graduating Student during the graduation project. For any design and/or model rights to be acquired, the External Party must register the design, model or drawing with the Benelux Office for Intellectual Property (BOIP) in The Hague, the Netherlands.

### 10.3 IPR and patents

In general, the right to use the results of the Graduation Project (e.g. an invention or discovery) for commercial purposes, belongs to the sponsor of the Graduation Assignment, i.e. the External Party. Such rights are known as intellectual property rights (IPR). It is possible to make alternative arrangements on the basis of a written agreement between parties.

The Dutch Patents Act (Rijksoctrooiwet 1995) stipulates that, when requesting a patent, the true inventor's name should be mentioned on the application form and that this true inventor can request financial compensation for the loss of title or rights to the patent.

This means that if a patent is applied for on the basis of work done by a Graduating Student during a Graduation Project, the application should always include the name of the Graduating Student. The Graduating Student can request financial compensation for the loss of title or rights to the patent.

It might be the case that one or more employees of the university have been involved in such a manner that they can claim (partial) rights to the invention in the Graduation Project. In that case, the university can also request financial compensation for the loss of title or rights to the patent.

A patent requires the work to be new; in other words, it cannot have been made public before applying for protection. Since part of the graduation ceremony is open to the public, any patent request must be filed prior to the graduation date. An alternative solution in such cases would be to ask the audience to sign a confidentiality agreement.

## 11. Confidentiality

Matters of confidentiality may involve *company information* and *results*.

### *Confidentiality of company information*

The Supervisory Team, other faculty employees involved (if any) and the Graduating Student will treat with the utmost confidentiality all information from the External Party with which they have become acquainted during the Graduation Project and in respect of which they have been explicitly informed of the need for secrecy. This obligation of confidentiality shall be observed for a period to be determined, with a maximum period of five years.

In cases where the Graduating Student is asked by the External Party to sign a confidentiality agreement (e.g. in order to keep the External Party's production details secret), it should be clear that this agreement does not affect the Supervisory Team's right to have access at all times to all information required to monitor the progress and assess the result of the Graduation Project. Employees of the University are already obliged to respect confidentiality by the Collective Labour Agreement for Dutch Universities, so for them to sign a confidentiality agreement is redundant.

Confidential company information that is relevant to assessing the process and the result of the project can be added to the thesis in a separate appendix, which is only available to the Supervisory Team. If this solution is not workable because the issue of confidentiality affects the entire project, then the project should be deemed unsuitable for a Graduating Student and reformulated in such a way that it can result in a project thesis which may be made public.

### *Confidentiality of results*

Confidentiality of the Graduation Project *Results* is discussed in paragraph 6.3.

## 12. Liability

The IDE Faculty and TU Delft are not liable for any damage caused by the Graduating Student to the External Party. The Graduating Student is responsible for ascertaining how liability between the Graduating Student and External Party is regulated. Legal liability and health insurance are also parts of this aspect. In some cases the Graduating Student can be insured through the External Party. The Graduating Student and the IDE Faculty cannot be held responsible for damage or injury that results from the External Party's use of the results of the Graduation Project.

# APPENDIX 1

## IDE Graduation Contract (model) – TU Delft / Faculty IDE

*Including Annex I (page 22-23): 'General starting-points of the Faculty of IDE regarding IDE external graduation projects'*



**IDE GRADUATION CONTRACT**  
**between**  
**COMPANY and GRADUATING STUDENT**

**The Parties**

1. ....,

Hereinafter to be referred to as 'the Company';

And

2. ....,

Registered as a student at the Delft University of Technology (DUT) in the Industrial Design Engineering (IDE) Master programme, hereinafter to be referred to as 'the Graduating Student';

**Whereas**

- In entering into the Graduation Contract, relating to the execution of the graduation project before graduation, the Graduating Student and the Company shall assume the general starting-points formulated by the Faculty of IDE of DUT, as stated in Annex I which is part to this Graduation Contract;
- The purpose of the Graduation Contract is to provide adequate guidance for the graduation project to be executed on the basis of a question formulated by the Company;

**Have agreed as follows**

***Graduation project***

Article 1

The Parties agree that, as part of graduation from the IDE Master programme at DUT, the Graduating Student shall execute a graduation project on the basis of a company question, formulated by the Company.

Article 2

The graduation project is described in Annex II (The Graduation Assignment).

***Approval of the graduation project***

Article 3

Before determining the graduation project, the Parties shall consult on the content of the project with the supervisory team as described in Annex 1.

#### Article 4

The Parties agree that the Board of Examiners of the Faculty of IDE (*Kleine Examencommissie Industrieel Ontwerpen*) must formally approve the graduation project before it begins.

#### Article 5

The Parties agree that an IDE full professor/associate professor/assistant professor supervising the Graduating Student shall supervise execution of the graduation project and has the final responsibility for the graduation project.

#### Article 6

The Parties agree that, if, during execution of the graduation project, fundamental changes to the project are necessary, compared to the original project, such is to be determined by the supervisory team; this team shall submit the revised version to the Board of Examiners of the Faculty of IDE for approval.

### ***Workplace and guidance***

#### Article 7

In connection with the graduation project plan formulated in consultation between the company mentor, the university supervisors and the Graduating Student, the Company shall enable the Graduating Student to perform work at the Company and shall make a suitable workplace available for this. The Company undertakes to provide adequate guidance for the graduation project.

#### Article 8

The Graduating Student shall preferably not carry out any other activities at the Company outside the project plan referred to in Article 2.

### ***Status of the Graduating Student***

#### Article 9

During the graduation project, the Company shall regard the Graduating Student as an employee.

### ***Compensation and reimbursement***

#### Article 10

1. The Company undertakes to transfer ..... euros each month to bank account number ..... in the Graduating Student's name during the period referred to in Article 21.
2. The relevant regulations of the Company shall apply to any reimbursement for travel and accommodation expenses and/or other expenses. If the Company does not have such a regulation, reimbursement for the aforementioned expenses may be agreed on between the

Company and Graduating Student.

### ***Result and rights to the result***

#### Article 11

Copyrights shall apply to the report for the graduation project and to the drawings, models and/or prototypes. The originator – in connection with the graduation project, principally the Graduating Student – shall hold the copyright, notwithstanding the rights the university, according to the tasks and objectives of the university as laid down in the law, claims in use and publication matters, taking into consideration the interests of all involved.

#### Article 12

Under the *Benelux Convention on Intellectual Property* the Company shall hold the rights to a design, model or drawing of a 'product serving a utility purpose' with a new appearance, made by the Graduating Student during the graduation project, notwithstanding the rights the university, according to the tasks and objectives of the university as laid down in the law, claims in use and publication matters, taking into consideration the interests of all involved. For any design and/or model rights to be acquired, the Company must register the design, model or drawing with the *Benelux Office for Intellectual Property (BOIP)* in The Hague, the Netherlands.

#### Article 13

The intellectual property rights to all results relating to the graduation project shall vest in the Company, notwithstanding that the university, according to the tasks and objectives of the university as laid down in the law, shall execute its full rights regarding use and publication of the results of the graduation project, i.e. for its own educational and research activities and for its promotional and publicity purposes, taking into consideration the interests of all involved.

#### Article 14

1. If the Graduating Student's work results in an invention for which a patent is requested, the Company shall be entitled to the patent, unless the invention is unrelated to the subject-matter of the work or if the Parties agree otherwise.
2. Unless otherwise agreed, all costs associated with an application for and/or maintenance of a patent shall be borne by the requesting Party.
3. If the Graduating Student has made an invention which may be patented, he/she shall be identified as the inventor in the patent application and patent and, in connection with the monetary significance of the invention and circumstances under which it occurred, he/she shall be entitled to financial compensation – for the loss of a patent – from the Company, based on Article 12.6 of the *Dutch Patents Act (Rijksocctrooiwet 1995)* and Article 9.
4. In case one or more employees of the university claim to have part in invention, patent and/or exploitation matters relating to the graduation project the Graduating Student an/or the Company shall enter into an agreement with the university.

## ***Ownership of models and prototypes***

### Article 15

Models and prototypes will be the property of the Party at which costs they have been produced. In case TU Delft i.e. the Faculty of IDE bears the costs, TU Delft will be the owner; in such case, the model and/or prototype may be offered for sale to the Company.

## ***Reporting***

### Article 16

After the graduation project ends, the Graduating Student shall deliver a report on the project to the Company. The project shall be concluded with a public presentation, taking into account possible confidentiality as said in articles 18 and 19, and a confidential evaluation, both at the Faculty of IDE.

## ***Publication***

### Article 17

1. The Graduating Student shall periodically issue a report to the Company regarding the progress and results of the graduation project. The project shall be concluded with a proper report; this report shall be made available for public inspection at the Faculty of IDE's library.
2. If the Company believes that its commercial interests may reasonably be harmed by the report's publication, the Company may request a temporary, one- or two-year embargo from the IDE's Educational Director.
3. None of this shall affect the Graduating Student's right to issue the original text of the report to the university supervisory team members.

## ***Confidentiality***

### Article 18

1. Confidentiality obligations shall be observed for a period to be determined by the Parties.
2. The maximum period of secrecy will be five years in respect of all information from the Company with which the Graduating Student has become acquainted during his/her graduation project and in respect of which the Graduating Student has been informed explicitly that secrecy is necessary. This duty to secrecy shall not be applicable to:
  - information which is in the possession of the Graduation Student at the moment the Graduation Student is informed of this information;
  - information which is generally known on the day on which the Graduation Student is informed of this information;
  - information which has been legitimately obtained by the Graduating Student from third parties;
  - information which has become generally known after the date on which the Graduating Student has been informed of this information, other than through the illegitimate action or negligence of the Graduating Student;

#### Article 19

1. Confidential data which can be traced back to natural persons and legal entities may only be used for this graduation project. The Graduating Student undertakes to treat this as strictly confidential with respect to external parties and to guard the data carefully.
2. During execution of the graduation project, the Graduating Student shall only exchange ideas with third parties about the project with the Company's permission. The Graduating Student may not be held liable, however, if the graduation project (or data for it) becomes public through no fault of his/her own, except in the case of a deliberate act/omission or gross negligence on the Graduating Student's part.

#### ***Liability***

#### Article 20

1. Due to Article 9, the Company shall take care for due observance of the relevant provisions regarding liability for the Company and Graduating Student.
2. If the Company uses or applies any result obtained from the Graduating Student's graduation project, or enables third parties to use or apply this, the Company shall indemnify the Graduating Student against damage claims by it and/or third parties, unless this damage results from a deliberate act/omission or gross negligence by the Graduating Student.

#### ***Period***

#### Article 21

The graduation project is scheduled to start on ..... (day, month, year), and shall have a term of 22 weeks.

#### ***Leave and illness***

#### Article 22

The Graduating Student shall be entitled to 1.5 days of leave each month.

#### Article 23

If the Graduating Student is ill, he/she shall notify the Company's management.

#### ***Early termination***

#### Article 24

1. If one of the Parties – the Company or Graduating Student – is of the opinion that the other Party is not complying properly with the provisions or obligations arising from this Contract, or

has well-founded doubts concerning the continuation of the project, a Party may terminate the Contract. If the Contract is terminated, it shall cease to have effect for both Parties.

2. Confidentiality shall be observed as said in article 18.2.

3. Before terminating the Contract, the Parties must raise the matter with the other Party and request mediation from the supervisory team.

***Miscellaneous provisions and applicable law***

Article 25

If problems arise during the graduation project, the Graduating Student shall consult first with the company mentor designated by the Company.

Article 26

Insofar as not otherwise stated, the provisions of Dutch law shall apply to this Contract.

Article 27

The Company and the Graduating Student shall consult with each other and with the supervisory team to decide matters not provided for in this Contract.

**Agreed, drawn up and signed in duplicate with 2 Annexes,**

Dated, .....

Dated, .....

City of .....

City of .....

On behalf of the Company

The Graduating Student

(Signature)

(Signature)

## **GENERAL STARTING-POINTS of the FACULTY of IDE regarding IDE EXTERNAL GRADUATION PROJECTS**

In entering into the Graduation Contract with a Company relating to the execution of the graduation project before graduation (external graduation project), the Graduating Student and the Company shall assume the general starting- points formulated by the Faculty of Industrial Design Engineering of Delft University of Technology, as stated below:

### **General**

- 1.1 The Faculty of Industrial Design Engineering is responsible for providing education, conducting research and performing development work relating to industrial design engineering. The *industrial design engineering* field includes knowledge of the development process regarding durable products for consumers and professional applications. Briefly stated, the various disciplines in the field focus on the following aspects: technical; aesthetic; ergonomic and commercial. These disciplines fall under the responsibility of the three faculty departments Design Engineering (including Design for Sustainability), Industrial Design and Product Innovation & Management.
- 1.2 The Master programmes of the Faculty of Industrial Design Engineering are:
  - Integrated Product Design;
  - Design for Interaction; and
  - Strategic Product Design.
- 1.3 The graduation project completes one of the three Master programmes, with the Graduating Student being given the opportunity to demonstrate that he/she can design and successfully realise a product development project independently.
- 1.4 As a student from an academic institution, the Graduating Student shall, in executing the graduation project, be guided by academic standards with respect to the product design and product development method. For that reason, the Faculty of Industrial Design Engineering shall seek proper consultation and cooperation with the Company concerning the purpose,

design and execution of the graduation project. An supervisory team must be formed in this regard. Additional provisions regarding this are to be included in the Contract.

- 1.5 The university, according to the tasks and objectives of the university as laid down in the law, shall, in spite of any provision made between the Graduating Student and the Company, execute its full rights regarding use and publication of the results of the graduation project, i.e. for its own educational and research activities and for its promotional and publicity purposes, taking into account the interests of all involved. Furthermore, the university shall enter into an agreement with the Graduating Student and/or Company in case one or more employees of the university claim to have part in invention, patent and/or exploitation matters relating to the graduation project.

### **Guidance for the Graduating Student**

- 2.1 For guidance to the Graduating Student a supervisory team shall be formed, which team shall be made up of the following persons:
  - one Industrial Design Engineering staff member, being the chair of the supervisory team (full professor or associate professor at the university);
  - one other university staff member, being the mentor
  - one company mentor from the Company.
- 2.2 Both chair and mentor in the supervisory team shall be authorised to act as an examiner for the graduation project. The company mentor may attend the examination session as a guest, and shall have an advisory vote in making the graduation judgment regarding the Graduating Student's work for the graduation project.

### **Disputes**

- 3.1 Disputes between the Graduating Student and the company mentor shall be presented to the chair and mentor of the supervisory team with the chair being final responsible.
- 3.2 If the company mentor, the chair and the Graduating Student cannot resolve the dispute, it shall be submitted to the Examination Board of the faculty of IDE and to the Company.