

STARTUP VOUCHER AGREEMENT

THE UNDERSIGNED:

- (i) Delft University of Technology, a public corporation incorporated under the law of the Netherlands (*publieke rechtspersoon*), having its registered seat at Delft and its office address at (2628 CJ) Delft, Stevinweg 1, through the [FACULTY], in this matter duly represented by [NAME], hereinafter referred to as: “**TU Delft**”;
- and
- (ii) [NAME], residing at [(POSTAL CODE)(PLACE), STREET AND NUMBER], the Netherlands, born on [DATE] in [PLACE], hereinafter referred to as: “**Grantee**”;

TU Delft and Grantee hereinafter together referred to as “**Parties**” and each of them a “**Party**”;

WHEREAS:

- TU Delft has made available the Startup Voucher facility to endorse entrepreneurship of TU Delft students and associates;
- Grantee has applied for the Startup Voucher via the Startup Voucher Application form, attached hereto as Annex 2 (the “**Application**”);
- the Application contains a specification of the product and outcome of the project (the “**Outcome**”);
- the Application is approved by TU Delft; and
- the Startup Voucher will be granted by TU Delft to Grantee under the terms and conditions of this agreement (the “**Agreement**”).

HEREBY AGREE AS FOLLOWS:

Article 1 – Startup Voucher

- 1.1. TU Delft will make available an amount of EUR [AMOUNT] (in writing: [AMOUNT IN WRITING]) (the “**Startup Voucher**”) to Grantee under the terms and conditions as set out in this Agreement.
- 1.2. TU Delft will transfer the Startup Voucher to the bank account of the Grantee, being [IBAN]. Payment will be made by Stichting Techno-Impuls within thirty (30) days after a signed copy of this Agreement has been sent to sti@tudelft.nl.
- 1.3. Grantee will use the Startup Voucher for the purpose as specified in the Application.
- 1.4. Grantee will achieve the Outcome ultimately before [DATE] (the “**End Date**”).

Article 2 – Conditions

- 2.1. Ultimately twelve (12) months after the End Date the Startup Voucher will be granted unconditionally (*onvoorwaardelijk*) if the Grantee:
 - i) can demonstrate the Startup Voucher is spent as specified in the Application;
 - ii) can demonstrate that the Outcome will be used to start a business; and
 - iii) did not infringe any of the articles of this Agreement or could not reasonably be held responsible for this breach.
- 2.2. If any of the conditions in article 2.1 has not been met TU Delft has the right to fully or partially reclaim the Startup Voucher from Grantee.
- 2.3. If conditions i) and iii) of article 2.1 are met but Grantee cannot demonstrate that the Outcome will be used to start a business and TU Delft decides to reclaim (part of) the Startup Voucher, Grantee has the right to transfer ownership of the Outcome to TU Delft as repayment in kind instead of a cash repayment.

Article 3 – Intellectual Property

- 3.1. Foreground Intellectual Property is defined for the purpose of this Agreement as all knowledge, know-how, materials, methods, software and prototypes generated by the Grantee within the framework of the Application or paid for with the Startup Voucher, by means of any intellectual rights, such as

patent rights, designs and copyrights (the “**Foreground IP**”). Parties agree that all Foreground IP is the property of the Grantee.

- 3.2. Background Knowledge is defined for the purpose of this Agreement as all knowledge, know-how, materials, methods, prototypes, intellectual property, such as patents, designs and copyrights, not being Foreground IP (the “**Background Knowledge**”). Parties agree that each Party is the owner of its own Background Knowledge.
- 3.3. If direct and/or indirect use of the Background Knowledge owned by TU Delft is needed to exploit or commercialise the Foreground IP, Grantee will negotiate in good faith with TU Delft Valorisation Centre the terms and conditions of access to and use of the Background Knowledge.
- 3.4. TU Delft is allowed to use Foreground IP for education and research purposes, provided that this use does not harm the commercial value of the Foreground IP.
- 3.5. Grantee shall mention TU Delft in all documents and communication that shows results that have been obtained with the Startup Voucher.

Article 4 – Reporting requirement

- 4.1. Grantee will deliver a description of the project, the Outcome, the intended use of Background Knowledge and an overview of receipts and invoices, within thirty (30) days after the End Date to the Faculty and by email to sti@tudelft.nl. The format of this description will be according to the Reporting form (Annex 1).

Article 5 – Waiver

- 5.1. Each of the Parties hereby waives (and accepts this waiver given by the other Party) the right to wholly or partially amend (*wijzigen*), annul or rescind (*vernietigen*) or dissolve (*ontbinden*) this Agreement to the extent allowed under the laws of the Netherlands.
- 5.2. No variation, amendment, modification, supplement, deletion or replacement to this Agreement shall be valid unless it is in writing and signed by both Parties.
- 5.3. Should any part term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. The Parties will substitute the invalid, void or unenforceable provision with a valid and enforceable provision which reflects as near as possible the intention of the Parties as referred in the provision to be substituted.

Article 6 – Governing law

- 6.1. This Agreement is governed exclusively by and construed in accordance with the laws of the Netherlands.
- 6.2. Any dispute between the Parties arising from or in connection with this Agreement, which has not been resolved by mediation shall be submitted to the competent court in The Hague, the Netherlands.

Thus signed in two original copies in Delft on [DATE] by:

TU Delft

By: [NAME REPRESENTATIVE]

Grantee

By: [NAME GRANTEE]

ANNEX 1 - **STARTUP VOUCHER** – REPORTING FORM

Your report should be concise and in English (maximum 4 pages A4), describing:

student / team lead																	
<p>Last name: First name: Email address: Phone number: Postal address: City:</p> <p>Faculty: Master direction (education): Mentor (if applicable): Estimated graduation date: Annotation / Entrepreneurship courses: Research group embedding (startup idea):</p>																	
project realisation (max 300 words)																	
<p>Amount granted: ... Contractual End Date of project: ...</p> <p>Outcome: <i>Describe the end result of the project funded with the Startup Voucher and what you know more about the feasibility of creating a product/business. If you have a full report available, please include as attachment</i></p> <p>...</p> <p>Financial realisation <i>Give a detailed overview of how you have spent the the startup voucher funds (please note that salaries or compensation for hours worked are not eligible, if you have spent (part of) the amount on services, only those with invoices by entities registered at the KvK or a foreign equivalent are eligible costs). Provide scans of receipts and invoices relating to these costs as an appendix to this form.</i></p> <table border="1"> <thead> <tr> <th style="width: 33%;">Component / part of project:</th> <th style="width: 33%;">Supplier / source:</th> <th style="width: 33%;">Projected cost*:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">TOTAL</td> <td>[XXXX] euro</td> </tr> </tbody> </table> <p>*Receipts and invoices related to these costs can be found in appendix A.</p>			Component / part of project:	Supplier / source:	Projected cost*:										TOTAL		[XXXX] euro
Component / part of project:	Supplier / source:	Projected cost*:															
TOTAL		[XXXX] euro															
project continuation (max 300 words)																	
<p><i>Describe if the plan is to continue the project. If so provide where available:</i></p> <ul style="list-style-type: none"> - Names of team members - (Intended) name of the business - website of the project/business - KvK of the business <p><i>Describe if and why the project will (not) be continued. If there are plans to continue the project, describe who will be involved in these plans (note that this does not have to be in the form of a startup, interest from established organisations to continue the project should also be mentioned). If you are motivated to continue the project, describe what you could use to best continue the project.</i></p> <p>...</p>																	

intellectual property

Describe the background IP that could possibly be owned by the TU Delft involved in the project or could be used in the continuation of the project and whether you believe you will or will not require access to this IP. If applicable, describe which steps have been taken to gain access to the background IP, including contact details of individuals involved in these steps.

reflection

Describe if and how you hope to benefit from the experiences in the project. Describe how TU Delft has or might benefit from the project.

...

statement

Undersigned has completed this report truthfully.

Date:

Signature:

Name: